

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090061-24-C, Safe Streets For All Action Plan Management, Monitoring and Reporting

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090061-24-C, Safe Streets For All Action Plan Management, Monitoring and Reporting (Contractor).

RECITALS

On or about 1/16/2024, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide action plan management, monitoring and reporting as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibits C-D.

1.3 Contract Administrator. The Transportation Department (Department) is the Contract Administrator for this Contract. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Everett Hauser, Program Manager
8575 Gibbs Dr., Suite 202, San Diego, CA 92123
619-533-3012
erhauser@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$ 800,000. *(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)*



**ARTICLE IV
WAGE REQUIREMENTS**

4.1 Reserved.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Kittelson & Associates, Inc.

Proposer

3919 30th Street, Suite 107

Street Address

San Diego, CA

City

480-561-6796

Telephone No.

vyellisetty@kittelson.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



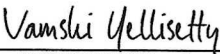
Print Name:

Claudia C. Abarca
Director, Purchasing & Contracting
Department

June 14, 2024
Date Signed

BY:

DocuSigned by:



Signature of

Proposer's Authorized
Representative

Vamshi Yellisetty

Print Name

Senior Principal

Title

February 21, 2024

Date

Approved as to form this 17 day of
JUNE, 20 24.
MARA W. ELLIOTT, City Attorney

BY:



Deputy City Attorney

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Electronic Proposals. The City will only accept eProposals on the City's eBidding System ([PlanetBids](#)). You may submit your entire proposal as one document using the "Response File" in PlanetBids. Due to file size restrictions, you can use the "additional attachment" fields to upload additional parts of your proposal. Utilizing the additional attachment fields are not required. Your complete proposal should be located within the "Response File" and/or the additional attachment fields in PlanetBids.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. All proposals must include the following completed and executed forms and information presented in the order indicated below:

Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some

or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Cost/Price Proposal. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{\text{contract price} - \text{lowest price}}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each proposal. Only Section 1 pricing from the price schedule will be considered for this section.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within five (5) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within five (5) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but is not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness and Service Approach to the RFP.	35
1. Requested information included and thoroughness of response	
2. The extent to which the proposer’s approach to the scope of work satisfies the requirements of the Contract	
3. The proposer’s responses to requested submittals in the solicitation	
B. Firm’s Capability, Experience and Staffing Plan.	30
1. The extent to which the proposer’s organization, experience, and proposed staffing support the goals and objectives of the scope of work	
2. Clearly defined Roles/Responsibilities of personnel	
3. Specific experience with public safety improvements, speed management programs, systemic analysis, traffic calming and slow streets programs	
4. Knowledge of the locality of San Diego, including regional landscape, areas of historical underinvestment, and how historical patterns impact infrastructure investments.	
5. Capability/Capacity to meet the City of San Diego’s needs in a timely manner.	
6. Reference Checks	
C. Acceptance and Risk	10
1. Extent of exceptions taken to the General Terms and Provisions	
2. Acceptance of Scope of Work requirements	
D. Price	10
1. Total Cost of Price Schedule Section 1 will be used for the Fixed Price Formula.	
E. Mandatory Interview/Oral Presentation.	15
1. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100

MAXIMUM
EVALUATION
POINTS

F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*

12

FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:

112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of Exhibit C, General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. OVERVIEW

The City of San Diego requires support over a five-year period to develop supplemental action plans as identified in our 2022 Safe Streets for All Grant application (Appendix A). These elements include a historically disadvantaged community quick build program; a comprehensive speed management plan; and a comprehensive slow streets program.

B. MINIMUM REQUIREMENTS AND OBJECTIVES.

The consultant should have demonstrated experience in completing work on street safety projects in cities or counties which led to improved conditions and development of successful programs.

1. Staff requires a consultant with significant experience with safety action plan development, ongoing programs, crash histories, index updates and data analysis.
2. Consultant will have demonstrated knowledge of equity communities and the ability to incorporate equity into their analysis.
3. The chosen consultant will be responsive, reliable, excellent at communication and organization, and demonstrate significant expertise.
4. Flexibility is necessary for ad hoc meetings with departments and City staff that implement traffic safety planning and programs.
5. Occasional need for the Consultant to present to City leadership, City Council, and Mayor's Office.

C. SCOPE OF WORK

The anticipated Scope of Work is described below. The consultant proposal narrative should adequately describe the consultant's approach and methodology for achieving the tasks described below.

TASK 1: PROJECT MANAGEMENT

Consultant will provide project management and coordination for the duration of the project process including supporting materials and project decision log. Deliverables for this task include:

- Kick off meeting, agenda, meeting summary, and presentation materials
- On-going project management, agendas, tracker, and meeting summaries
- Project decision log
- Monthly invoicing

1.1 Kick off Meeting

Consultant and the City of San Diego (CITY) will meet for a kickoff meeting. Consultant will facilitate the virtual meeting with City staff to review a draft list of topics to be included into the Supplemental Action Plans, review critical path items, schedule, and budget. Prior to this meeting, Consultant will submit a draft agenda for review a minimum of 2 days before the meeting. CITY Project Manager (PM) is responsible for scheduling the meeting with City

staff. The goal of this meeting is to establish a clear framework for developing the three project elements into the supplemental action plans/programs. Following this meeting, Consultant will provide a written summary with action items, summary of direction received, and next steps.

1.2 On-Going Communication

Consultant will conduct bi-weekly check-in meetings with CITY PM and project team. Consultant will maintain a live-real time word document (project decision log) that records the agenda and meeting summary for each monthly check-in meeting.

Throughout the project it is anticipated that the Consultant's project manager will submit materials to the CITY PM and CITY PM is responsible for distributing all materials and as applicable, collecting comments for review and responses as needed, etc. Additionally, Consultant will submit monthly invoices per contractual and grant agreement requirements.

TASK 2: STAKEHOLDER WORKING GROUP (SWG)

Consultant will facilitate up to three SWG meetings to advance the Supplemental Action Plans process. The SWG will convene pertinent city staff from primarily the Transportation and Sustainability & Mobility Departments. It is anticipated that additional stakeholders may be asked to participate including but not limited to staff from the following Departments: Communications, Engineering and Capital Projects, Strategic Capital Projects, Development Services, City Planning, Office of Race and Equity, Police. The City Project Manager will be responsible for scheduling and coordinating stakeholders.

Consultant will review the CITY's Vision Zero Strategic Plan and Safe Streets for All Application to establish how the supplemental activities will fit into the City's current safety efforts and what attributes it needs to develop the plans/programs to provide improved safety outcomes. The objective of the stakeholder working group (SWG) is to guide the Plans/Programs development. Consultant will facilitate a series of at least three stakeholder working group meetings to advance the progress of the Plans/Programs. These meetings will confirm the direction that the Plans/Programs should take based on a draft outline, analysis, graphics, and other planning process supporting materials prepared by the Consultant.

Consultant will submit a draft agenda and materials for review five days before each SWG meeting. Following the meetings, Consultant PM will provide updates in the tracker to record the agenda and meeting summary. The CITY PM is responsible for identifying SWG meeting availability and sending out invites for the SWG meetings.

Deliverables for this task include:

- Meeting agendas and minutes
- Plans/Programs flow chart and department coordination

2.1 Stakeholder Working Group Meeting#1

The first working group meeting will be a discussion of what the Plans/Programs should include, where specific needs are highlighted, and where there are potential conflicts between Department priorities or existing policies and practice. This discussion will guide the direction for the draft elements proposed for the Plans/Programs.

2.2 Stakeholder Working Group Meeting #2

The second meeting will focus on outline and content of the Plans/Programs. Prior to the meeting, Consultant will develop a flow chart for discussion purposes that can be refined/modified in the meeting to illustrate the Plans/Programs outline and content.

2.3 Stakeholder Working Group Meeting #3

The third meeting will focus on a review drafts of the Plans/Programs. The intent is to show examples of content, layout, graphic look and feel, colors, and organization. The meeting will discuss graphics, , and different types of ways of visualizing the components of the Plans/Programs. As defined in Task 3, a draft table of contents, a Plans/Programs flow chart that reflects how the documents are intended to be used, project delivery process diagram to CITY PM will also be prepared and presented for discussion at the meeting.

TASK 3: SUPPORT FOR PRESENTATIONS

Consultant will coordinate with staff to develop public-facing presentations for the Mobility Board, Accessibility Advisory Board, Equity Stakeholder Working Group, and other Council Committees.

The PowerPoint presentations will be based on tasks 2 and 4. This task will include draft submittals, one round of revisions, and a final PowerPoint presentation. Deliverables for this task include:

- Four draft and final PowerPoint presentations
- Four rounds of revisions

TASK 4: DRAFT AND FINAL PLANS/PROGRAMS

Consultant will develop a highly visual graphic quick build program in historically disadvantaged communities, a comprehensive speed management plan, and a slow streets program. Deliverables for this task include:

- Table of Contents
- Preliminary Draft for Quick Build Program
- Preliminary Draft for Speed Management Plan
- Preliminary Draft for Slow Streets Program
- Final Quick Build Program
- Final Speed Management Plan
- Final Slow Streets Program

The current Vision Zero Strategic Plan has identified a safe systems approach toward our goal of zero deaths and fatal injuries. The following supplemental activities were identified and awarded in the first round of Safe Streets 4 All grant application:

Supplemental A: Historically Disadvantaged Community Quick-Build Program

For this program, a historically disadvantaged community is defined by USDOT for SS4A here:

<https://www.arcgis.com/apps/dashboards/99f9268777ff4218867ceedfabe58a3a>

Consultant shall identify potential quick build projects in historically disadvantaged communities throughout the City based on community input and collision data.

- Evaluate and include pedestrian collision data to identify locations where quick-build project installations may be appropriate.
- Systemically evaluate pedestrian crashes to discover underlying patterns in physical characteristics that may be used as predictive features to identify high-risk locations. This evaluation may include all transportation modes.
- Compare list of projects from Mobility Master Plan with list of projects developed above to identify sites for quick build opportunities.
- Develop a list of at least 25 quick build potential projects in historically disadvantage communities with high level cost estimates.
- Develop 10 of the 25 into concept plans for inclusion in the final document.

Supplemental B: Comprehensive Speed Management Plan

Identify the following areas on the City's speed survey network and develop a plan that supports the evaluation of speed limits and incorporates complementary educational outreach tools.

- Safety Corridors
 - Develop a process for and identify safety corridors consistent with the California Vehicle Code and the CA MUTCD. See CVC Section 22358.7(a)(1)
 - Develop a process for and identify the speed survey segments that fall within those corridors
 - Develop a process for maintaining/updating both regularly
- Business Activity Districts
 - Develop a process for and identify business activity districts consistent with the California Vehicle Code and the CA MUTCD. See CVC 22358.9
 - Develop a process for and identify the speed survey segments that fall within those districts
 - Develop a process for maintaining/updating both regularly
- High Concentrations of Pedestrians or Cyclists as defined in CVC Section 22358.7(a)(2)
 - Develop a process for and identify high concentrations of pedestrians or cyclists consistent with the California Vehicle Code and the CA MUTCD
 - Develop a process for and identify the speed survey segments that include those locations
 - Develop a process for maintaining/updating both regularly

Supplemental C: Comprehensive Slow Streets Program

Create policy and procedures to implement a City-wide identification of "Slow Streets" Program as per CA Vehicle Code Section 221101.f. Identify and evaluate traffic calming

initiatives to reduce the number and severity of collisions throughout the City, especially in neighborhoods with high pedestrian and bike activity to create safer, more walkable/bikeable communities.

- Establish a technical methodology (including eligibility and application criteria) to assess where Slow Streets would be appropriate and provide active transportation connections within neighborhoods and connect to and/or enhance the City’s bikeway network with a focus on improving residential streets by calming vehicle traffic, making them easier to navigate and friendlier for walking and biking.
- Develop Slow Street Design Elements: Create a suite of street design elements, including, but not limited to the traffic diversion elements listed below that can be used to create slow streets. Signage must be consistent with the California Manual on Uniform Traffic Control Devices.
- Traffic diversion elements, including (but not limited to)
 - Planters
 - Turn restrictions
 - Traffic calming elements (i.e. speed humps)
 - STOP Signs
 - Roadway narrowing/chicanes
 - Wayfinding signs
 - Pavement markings
- Document Alignment between slow streets program, general plan, and VC Section 21101(F)
 - Coordinate with City Planning and Transportation Departments to document alignment in lieu of ordinance development.
- Develop Implementation Plan- what process would the City go through to implement a project?

Develop an Outreach Plan – To include opportunities public outreach throughout the process from concept to design and through implementation. Focus should include increased attention to populations under-represented in the planning process such as: , low-income areas, low literacy populations, non-English speakers, children, seniors, and individuals with disabilities.

4.1 Draft TOC and Draft Plant/Programs

4.1.1 Draft TOC

Following Stakeholder Working Group meeting #2, Consultant will prepare a draft Table of Contents (TOC) that will serve as an outline of the Supplemental Plans/Programs. Consultant will submit the TOC, draft plans/programs (this will be discussed in the SWG), and document delivery process diagram to CITY PM (this will be discussed in the SWG). CITY PM will circulate to the SWG for review. CITY PM will

collect and review all comments and provide a comprehensive set of comments to the Consultant.

4.1.2 Review Meeting (as part of a standing monthly meeting)

Once comments have been provided to the Consultant and reviewed, Consultant will meet with the CITY PM to discuss and confirm any changes to the draft TOC. It is not anticipated that all stakeholders will be convened for this meeting. Based on the review meeting, Consultant will prepare a full draft of the Plans/Programs including graphic content.

4.1.3 Preliminary Draft Plans/Programs

Consultant will prepare and submit a Preliminary Plans/Programs to the CITY PM. CITY PM will circulate to the SWG for review. The Preliminary Draft Plans/Programs will be provided as a PDF. CITY PM will collect and review all comments and provide a comprehensive set of comments to the Consultant. One consolidated set of revisions/comments are required in PDF format.

4.2 Final Draft

Consultant will submit the Final Draft Manual to the CITY PM. It is anticipated that the Final Draft Manual will move forward for circulation and public hearings.

D. RESERVED.

E. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

F. REFERENCES

Proposer is required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past five (5) years. References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference. The City reserves the right to contact references not provided by the Proposer.

The City shall rely on references as part of the evaluation process. If the City does not receive a reference from contact provided, the reference may be classified as unsatisfactory. Alternative contacts may be provided, as determined solely by the City.

G. MISCELLANEOUS AS-NEEDED SERVICES

In the event the City determines additional services not identified but related in scope to this specification are necessary to fulfill this contract, proposer shall perform all additional services at the rates provided in section 2 of the price schedule. Only the City will initiate additional miscellaneous as needed services if necessary and no work in this section shall be performed without prior written approval from the City's Contract Administrator.

H. PRICE SCHEDULE

Proposers shall submit pricing on the form and format provided herein, and in its entirety, to be considered responsive to this RFP. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation. No other charges will be considered. Only pricing from section 1 will be considered as part of the evaluation criteria for price.

Section 1: Task Costs

Task 1: Project Management	\$ 44,140.25
Task 2: Stakeholder Working Group(s) (SWG)	\$ 28,921.35
Task 3: Support for Presentations	\$ 17,560.20
Task 4: Draft and Final Plans/Programs	\$ 589,229.76
Total Cost	\$ 679,851.56

Section 2: Labor rates for Listed Team Members and Titles below for any additional As-Needed tasks in order to accommodate the scope of work of this agreement (Section G):

Staff Member	Classification	Hourly Rate
Please see attached rate sheets		\$
		\$
		\$
		\$
		\$
		\$
		\$

Staff Member	Classification	Hourly Rate
Kittelson & Associates		
Mychal Loomis	Associate Engineer	\$265.22
Chris Romano	Associate Planner	\$225.11
Conor Semler	Principal Planner / Engineer	\$259.52
Vamshi Yellisetty	Senior Principal Planner / Engineer	\$283.15
Various	Senior Engineer / Planner	\$187.47
Various	Engineer / Planner	\$151.73
Various	Transportation Analyst	\$130.50
Various	Associate Technician	\$198.81
Various	Technician I	\$109.49
LLG Engineers		
K.C. Yellapu	Principal	\$252.00
Zoubir Ouadah	Technical Manager	\$201.00
Erika Carino	Transportation Engineer III	\$158.00
Jesus Espinoza	Transportation Engineer II	\$133.00
Juan Ramos Garcia	Engineering Technician II	\$102.00
Various	Intern	\$55.00
Parsons Transportation Group		
Julio Fuentes	Principal Project Manager	\$267.00
Christina Valenti/ Derek Bucholtz	Civil Engineer I	\$120.00
Evari GIS		
Brian Gaze	GIS Director	\$270.00
Nick Mesler, PE	Engineering Specialist	\$250.00
Carl Sorenson	GIS Developer	\$165.00
Arash Afgahi	GIS Analyst	\$130.00
Cook + Schmid		
Jon Schmid	Strategic Council	\$285.00
Elsa Sevilla	Public Relations Director	\$250.00
Jaime Fong	Assistant to Project Manager	\$160.00
Laurie Bokuniewicz	Account Executive	\$150.00
Anna Griffin	Account Coordinator	\$120.00
Janna Murobayashi	Graphic Designer	\$125.00
Byrne Communications		
Kristen Byrne	Principal	\$200.00



**City of San Diego
Rate Schedule
As of January 2024**

Classification	Hourly Rate	Overhead @ 205.68%	Profit @ 10%	Hourly Billing Rate*
Senior Principal Engineer/Planner Yellisetty, Vamshi	\$86.27 \$80.20	\$177.44 \$164.96	\$26.37 \$24.52	\$290.09 \$269.67
Principal Engineer/Planner Huegel, Phyllis Semler, Conor	\$73.51 \$69.21 \$75.96	\$151.19 \$142.35 \$156.23	\$22.47 \$21.16 \$23.22	\$247.16 \$232.72 \$255.41
Associate Engineer/Planner Loomis, Mychal Romano, Chris	\$65.56 \$75.12 \$63.76	\$134.84 \$154.51 \$131.14	\$20.04 \$22.96 \$19.49	\$220.44 \$252.59 \$214.39
Senior Engineer/Planner Alston, Michael	\$53.10 \$56.64	\$109.21 \$116.50	\$16.23 \$17.31	\$178.55 \$190.45
Engineer/Planner Helm, Bridger Mildner, Caitlin Tucker-Borquez, Marissa Woodworth, Allison	\$42.98 \$41.07 \$49.04 \$48.63 \$45.76	\$88.39 \$84.47 \$100.87 \$100.02 \$94.12	\$13.14 \$12.55 \$14.99 \$14.87 \$13.99	\$144.51 \$138.10 \$164.90 \$163.52 \$153.87
Transportation Analyst Ratto, Peyton	\$36.96 \$35.73	\$76.02 \$73.49	\$11.30 \$10.92	\$124.29 \$120.14
Technician I	\$31.01	\$63.79	\$9.48	\$104.28
Technician II	\$34.86	\$71.69	\$10.66	\$117.21
Senior Technician	\$42.07	\$86.53	\$12.86	\$141.47
Associate Technician Mah, Susan	\$53.37 \$56.31	\$109.78 \$115.82	\$16.31 \$17.21	\$179.46 \$189.34
Office Support	\$27.85	\$57.28	\$8.51	\$93.63
Data Analyst / Software Technician	\$45.08	\$92.72	\$13.78	\$151.58
Senior Data Scientist/Developer	\$67.05	\$137.91	\$20.50	\$225.45



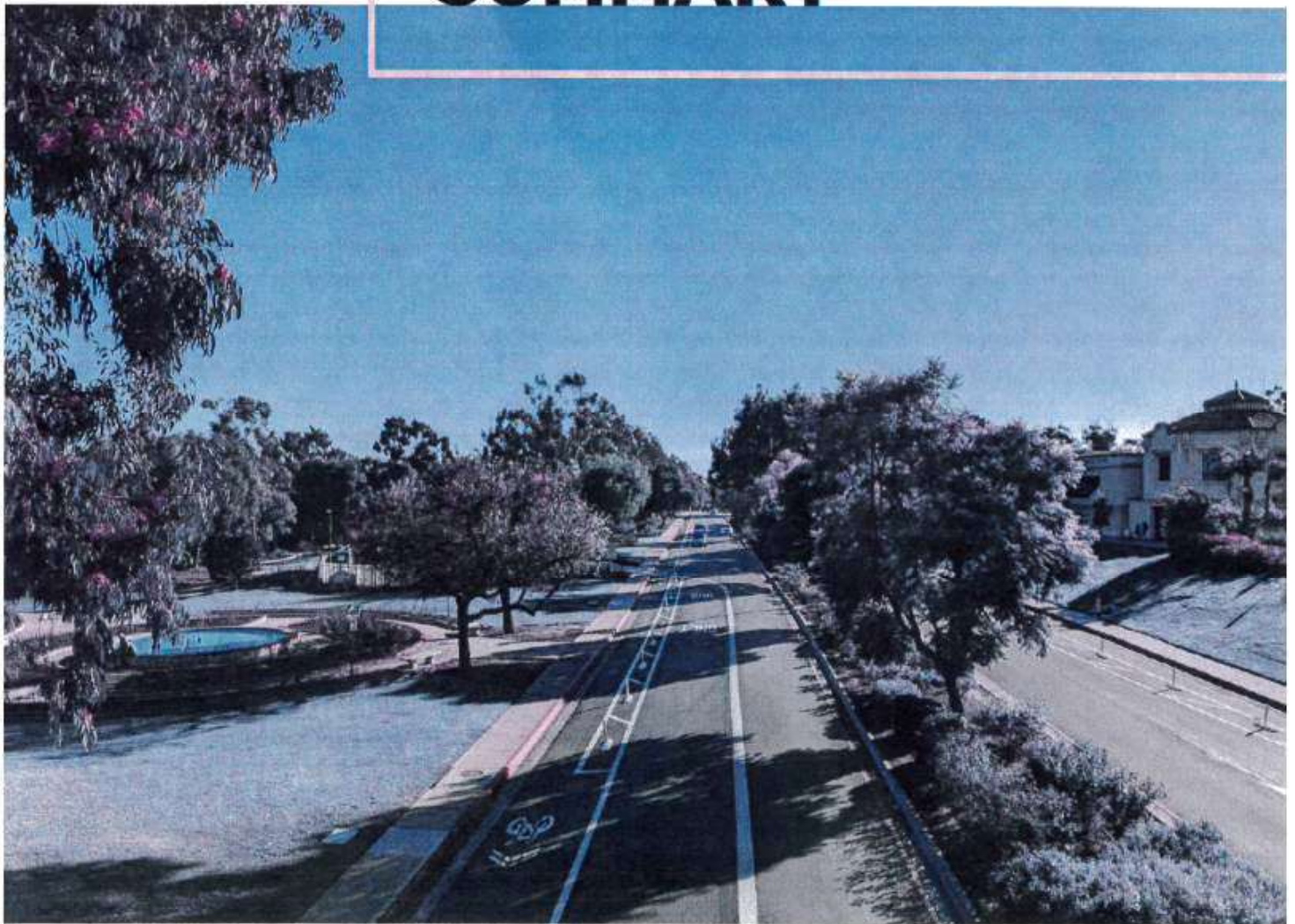
SAFE STREETS FOR ALL ACTION PLAN MANAGEMENT, MONITORING, AND REPORTING

SOLICITATION NUMBER 10090061-24-C



FEBRUARY 2024

EXECUTIVE SUMMARY



Executive Summary

With the award of the Safe Streets for All Action Plan Management, Monitoring, and Reporting (the Plan), the City of San Diego has the unique opportunity to develop tools that further define their approach to safety and mobility. Collectively, the Plan builds on existing momentum and community desire to strategically and rapidly implement projects that reduce vehicle speeds, improve comfort and mobility, prioritize equity, and ultimately save lives. Our team is excited to support the City for this transformational project to create a safer and more equitable multimodal system for all San Diegans.

Meet the Kittelson & Associates Team

Experience. Expertise. Innovation. Familiarity. Commitment.

We believe the success of a project is dependent on having the right team with the right qualifications. **Kittelson & Associates, Inc.** (Kittelson) has a strong track record of providing active transportation planning and engineering services tailored to their contexts and communities. We think beyond a single mode and single street to consider all modes and the full local and regional network. We develop solutions that are sensitive to equity, economic, sustainability, and health issues while implementing (and establishing) national best practices. Kittelson is teamed with subconsultants **Byrne Communications** (Byrne | SLBE), **Cook + Schmid** (C+S | SLBE), **Evari GIS Consulting** (Evari | SLBE), **Linscott, Law, & Greenspan Engineers** (LLG), and **Parsons** to bring the City a team capable of developing innovative and state-of-the-practice active transportation improvements, productively engaging with communities across the region (virtually and in-person), and developing shovel ready projects and processes.

With the Kittelson team you can count on:

Local Team Personally Invested and Committed.

More than half of our San Diego based staff live car-free, choosing to walk, bike, and ride transit to get around in our daily lives. Through our lived experiences, we are not only intimately familiar with the opportunities and challenges the City faces, but are personally committed and invested in helping to create a safer and more multimodal San Diego.

National Expertise with Local Passion. This project has multiple facets of work that need to be done efficiently and effectively, and our team is hand picked to match expertise with each element. Additionally, Kittelson functions under a "one firm" philosophy - bringing together the most qualified staff and thought leaders no matter where they are located - so we can provide you with innovative solutions and global best practices. Our "complete team" approach means we have a nimble group of local and national staff who are committed and accessible to the City for the life of the project.

A Focus on Safety. We built our team with safety at its core, with team members that have supported the City to advance safety efforts for decades. **Jullo Fuentes** was actively involved in identifying and implementing safety improvements while working at the City. **Zoubir Ouadah** was a leader in developing the legislation and policy changes that allow for lower speed limits. **Mychal Loomis** has been leading statewide, regional, and local safety plans that advocate for a change in culture towards implementing the Safe System Approach and Vision Zero. **Chris Romano** has managed the design and construction of complete street retrofits to create safer streets for all San Diegans.

Thinking Outside the Box, While Staying Realistic.

Our team is committed to identifying projects, programs, and strategies that bring new perspectives and approaches, incorporate both low-cost and transformative ideas, prioritize safety, and lay the groundwork for future improvements.

Outward Focused Results. Equity focused, community based, and grassroots engagement strategies center the people of San Diego around the outcomes of the plan. This approach creates results that benefit residents who use the roadways and help create early support.

Long-Lasting Tools. Plans/Programs need to have a visionary component that keeps them adaptable and useful beyond short-term implementation. The frameworks and tools created for this project are anticipated to be forward-thinking, flexible, and context-sensitive that can evolve with the state of the practice and needs of the City.

A Focus on Implementation. San Diego's City Council and residents want to see results. Our approach focuses on creating realistic plans that enables the City to implement their vision through their own processes, with safety partners, and using grant opportunities.

True Partners that Are Invested in You! You need a team that feels like an extension of your staff, helping you strategically think through decisions and ultimately reduce your stress. We thrive in a collaborative environment and consider ourselves part of your team, providing you access to the depth of resources we have available and the ability to meet in person with limited notice.

APPROACH TO THE RFP



Approach to the RFP

1. Understanding of Requested Plans and Programs

This project stems from the City's Vision Zero commitments and efforts towards creating Safe Streets for All San Diegans. The City was an early adopter of Vision Zero with a resolution and policy established in 2015 and a target goal of zero traffic fatalities by 2025. The City completed their Systemic Safety Action Report in 2019 to document the data-driven need for change and identify systemic projects to invest in. This was followed by the Vision Zero 2020-2025 Strategic Plan released in 2020 that discussed the shift in principles of systemic safety and included envisioned accomplishments for the program. The City continues to invest in roadway safety data collection, planning, and improvements. Most recently, the City created their first Mobility Master Plan which provides a holistic view of mobility efforts and how the City plans to move forward with implementing policies, programs, and projects.



With the size of the City's roadway system, the fundamental shift in viewing our roadways takes time to implement. The federal SS4A grant program funded this opportunity to create plans and programs that establish a framework to implement change on City roadways using some newer – and sometimes controversial – strategies. Individually, the three elements of this grant program each take a step towards reducing severe injury and fatal crashes in the City:



Historically Disadvantaged Community Quick-Build Program

The City has built successful quick build projects, including the implementation of a roundabout at the intersection of Morley Field Drive/Florida Street which was completed in partnership with the Federal Highway Administration. Quick build as a transportation project delivery methodology substantially shortens the time for design and construction of traffic safety projects. Applying this method in historically disadvantaged communities that are often underserved in transportation investments allows for quicker actions to be taken where some of the greatest needs for mobility options exist. The *Climate Equity Index* includes a broad set of quality-of-life factors that lead to different ways of defining disadvantaged communities in the City of San Diego and allowed more points to be awarded to projects in Communities of Concern. Using the Climate Equity Index alongside the SS4A's definition of disadvantaged communities and the scope of work described in **Supplemental A: Historically Disadvantaged Community Quick-Build Program** will provide guidance on where to invest in quick build projects that address inequities within the City.



Comprehensive Speed Management Program

The City's Vision Zero 2020-2025 Strategic Plan included support of Assembly Bill 43's policy change to allow lower speed limits, which resulted in the ability to legally post lower speed limits through updates to the California Vehicle Code and California Manual on Uniform Traffic Control Devices. Speed management is directly correlated with the reduction of injuries and fatalities on the roadways and the scope of work described in **Supplemental B: Comprehensive Speed Management Plan** identifies allowable areas for action to be taken on lowering posted speed limits. Along with or separate to posted speed limits, this effort will identify roadway segments that can also be targeted for enforcement, engineering proven countermeasures, and education efforts to lowering speed limits with the goal of eliminating fatal and severe injury crashes.



Comprehensive Slow Streets Program

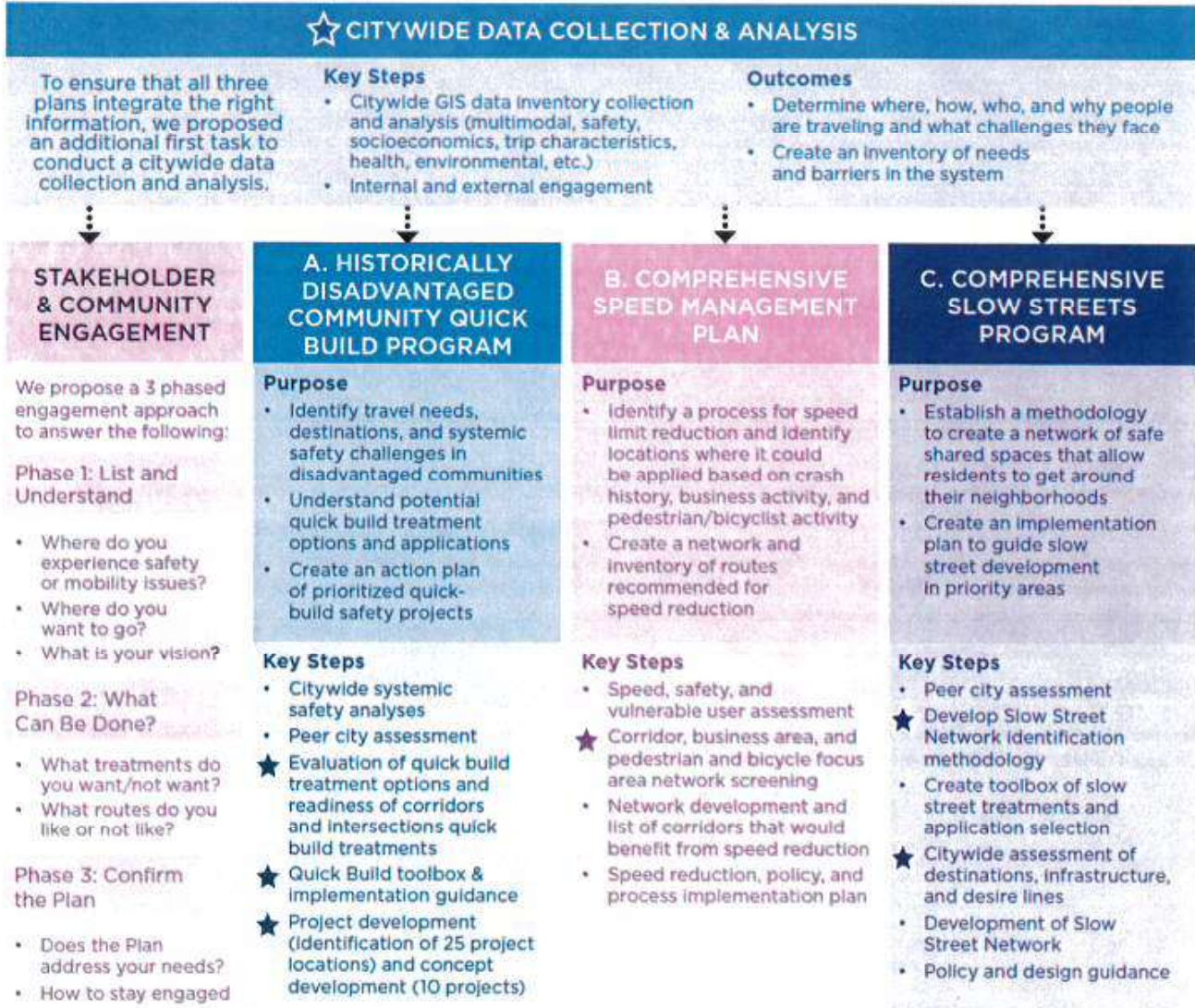
The City has begun to explore implementation of slow streets, with examples in Pacific Beach and Downtown. The slow streets approach creates safe community spaces and identifies traffic calming initiatives in neighborhoods with high pedestrian and bike activity. Selection of what types of streets would be most suitable for this strategy is key to creating support and realizing the potential benefits of slow streets into the complete mobility network. The scope of work described in **Supplemental C: Comprehensive Slow Streets Program** will create the framework to increase public understanding of the concept and normalize decision-making for what qualifies to implement traffic measures that create slow streets in neighborhoods around the City. This program aligns with the recommendation in the Mobility Master Plan identified slow streets as a system management program that creates safe and comfortable environments for micromobility modes.

Collectively, the three plans and programs provide options that could be taken to reduce vehicle speeds and improve the comfort and safety of vulnerable road users, depending on the location and context of the roadway. Creating networks of roadways that prioritize lower vehicle speeds and pedestrian and bicycle comfort will not only reduce fatal and severe injury crashes, but also help change travel behavior away from reliance on the motor vehicle.

2. Scope of Work

Approach

Based on the proposed scope of services and discussions with your staff, we have structured a multi-phased, community-driven approach with a focus on implementation right from the start. An overview of our approach is provided in the graphic below.



FINAL PLAN | OUTCOMES/PRODUCTS

<ul style="list-style-type: none"> • Three phases of community engagement ★ 3D visualizations for the public to interact with potential concepts • Educational material development • Internal City department working group 	<ul style="list-style-type: none"> • Methodology and identification of quick build project locations • 25 quick build project development • 15% concept plans for 10 priority locations ★ Context-sensitive Quick Build Toolbox and Selection Tool ★ Peer city best practices 	<ul style="list-style-type: none"> • Methodology and identification of speed reduction locations ★ Evaluation of speed reduction needs in key activity centers and pedestrian and bicycle focus areas • Policy and implementation guidance ★ Community focused education tools 	<ul style="list-style-type: none"> • Methodology and Identification of Slow Streets Network • Slow Street Toolbox of treatments, application guidance, plan alignment documentation, and selection tool ★ Implementation Action Plan and competitive grant assessment ★ Peer city best practices
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★ Approach unique to our team

Task 1. Project Management

Maintaining regular communication with City staff throughout the project is important to keep the project aligned with the agency’s vision while staying on schedule and within budget. The Kittelson team’s communication with City staff involves the planned efforts described in this task as well as making ourselves available to respond within 24 hours to requests via e-mail, phone, or in person meetings throughout the project.

Task 1.1: Kick off Meeting

The Kittelson team will facilitate a kickoff meeting with the team’s key staff and City representatives. The goal of the meeting is to establish a clear framework for developing each of the three project elements, how and when efforts converge and diverge, overall goals of the project, and communication protocols. Prior to the meeting, we will prepare an agenda and supporting presentation slides that share information relevant to the discussion, such as schedule, processes, and summaries of scope and budget. Following the meeting, we will provide a written summary of the discussion and direction received with action items and next steps directly identified. City staff will be responsible for scheduling the meeting. It is planned to be a virtual meeting.

Task 1.2: On-Going Communication

The Kittelson team will facilitate 30-minute coordination calls with the City project manager and key project team members every two weeks. The focus of these calls will be to provide an update regarding ongoing work, schedule and budget updates, identify any potential issues that require resolution, and provide a recurring opportunity for the feedback to be shared. We will host and update a document that logs the discussions and decisions made and provide access to the document to those involved in the regular meetings.

The City’s project manager will be responsible for distributing materials and collecting comments and response when requested from others outside of the immediate project team. Kittelson will provide the City project manager with the materials to be distributed in accordance with deliverables discussed in this scope of work. The Kittelson team invoices and progress reports will be prepared and sent to the City monthly and used as another communication tool for project progress compared to overall budget.

Task 2. Working Group

The Kittelson team will facilitate up to three working group meetings to gain input from safety partners to guide and advance the Supplemental Action Plans process. Members of the working group will primarily consist of City staff from the Transportation, Sustainability, and Mobility departments, but may also include representatives from other City departments. The City’s project manager will be responsible for coordinating with and scheduling the meetings. We will be responsible for creating agendas for the meetings, preparing materials to be used at the meetings, facilitating the meeting, and preparing a summary of each meeting. A draft agenda and materials will be sent to the City project manager at least five days before each meeting. Following each meeting, we will provide a summary of discussion and decisions made to be shared with the Working Group members.

The Working Group meetings will confirm the direction that the Plans/Programs should take. This includes review of the process in which each is being developed, analysis being performed, the structure and content of each document, and graphics and messaging associated with each element. Three meetings are anticipated to gain this direction at key times in the project timeline as shown in the graphic below.

Proposed Timing for Working Group Meetings

	 Meeting #1	 Meeting #2	 Meeting #3
Proposed Topics	Introduce the team, the Plans/Programs goals, proposed approach, and potential implementation concerns.	Refinements and modifications to draft content.	Graphical features, project delivery process, and implementation.
Approximate Timing	Month 2	Month 8	Month 14



 #1

Task 2.1: Working Group Meeting #1

The first Working Group meeting will set initial guidance on the draft elements for each Plan/Program. This is envisioned to include an overview of the Plan/Program structure, identify specific needs that need to be incorporated, compile questions that need to be answered through the process, and establish where there are potential conflicts between City department priorities or existing policies and practice.

 #2

Task 2.2: Working Group Meeting #2

The second Working Group meeting will focus on the outline and draft content of the three Plans/Programs. This will include development of a flow chart to guide the conversation for refinements and modifications of different components of each Plan/Program.

 #3

Task 2.3: Working Group Meeting #3

The third Working Group meeting will focus on review drafts of the three Plans/Programs. This will include providing examples of graphics and visual components that can be used in the documents, confirmation of organization of the documents, and overall colors and graphical style. The meeting will also discuss the project delivery process and intended use of the Plans/Programs.

Task 3. Support for Presentations

The Kittelson team will develop four public-facing presentations that will be used to communicate information about the development of the Plans/Programs and input received from the Working Group. The information to be presented will be coordinated with the City project manager. The presentations are planned to be used for presentations at the Mobility Board, Accessibility Advisory Board, Equity Stakeholder Working Group, and other Council Committees. Kittelson will attend up to four of these board/committee meetings to support City staff with presentation and responses to questions.

For each of the four presentations, the following process will be followed:



Task 4. Plans/Programs Development

The Kittelson team has developed a data-informed approach to plans and program development which will provide the City with a Disadvantaged Communities Quick Build Program, Speed Management Plan, and Slow Street Program which meets the needs and desires of San Diego's diverse community. Our approach lies in sound data analysis and a community driven process using a variety of tools to reach a range of audiences and a special focus on engaging underserved communities. Our approach to plans and programs development contains the following data and outreach elements that are used for all three of the supplemental efforts.

Data Collection & Existing Conditions Analysis

As a first step in the project, the Kittelson team will conduct a comprehensive data collection, inventory, and system assessment to understand destinations, trip patterns, systemic safety issues, and related equity, social, economic, or health issues. This effort will be conducted for the entire City, with the understanding that while each of the three supplemental efforts have different goals and focus areas, the data collected is relevant to all three and the analysis conducted for one planning effort may impact the others. As the project progresses, more focused analysis will be conducted to explore relevant factors for each separate supplemental effort.

Because "data-driven" planning can omit the human experience, we know engagement will be critical to ensure our understanding of how the system operates in San Diego is solid and accurate. We call this the "data-informed" approach, which verifies data analysis with the lived experience of the people who travel our streets every day.

This initial data collection and existing conditions analysis effort will include the following elements, described further in this section:

- Data Inventory
- Plans, Policies, and Standards Review
- Existing Conditions Analysis

Data Inventory

This plan can only be as good as the data that supports it. The City of San Diego has already done a lot of work to develop a comprehensive set of data, and other agencies in the region, like SANDAG, have complimentary datasets. The Kittelson team will work with your staff to compile, review, map, and analyze available existing conditions data to understand your current and planned multimodal transportation conditions, including:

- Previously collected multimodal data (e.g., counts, collision data, mode share)
- Existing and planned multimodal facilities (e.g., bike lanes, bike parking, wayfinding, sidewalks, paths)
- Transit data (e.g., routes, service, ridership, bus stop locations)
- Vehicle data (e.g., volumes, roadway capacity, number of lanes, intersection control, and right-of-way)
- Speed limits (e.g. posted and surveyed speeds from available databases or Engineering and Traffic Surveys)
- Crash data and trend/hot spot analysis (using five most recent years of vehicle, bicycle and pedestrian-involved crash data from TIMS)
- Land use data (e.g. senior centers, schools, activity centers, recreational areas, existing and future land use, parcel data, development patterns, and new development)
- Environmental data (e.g. environmentally sensitive areas and areas prone to environmental risks)
- Demographic data (e.g. health, socioeconomic, and equity indicators like CalEnviroScreen, USDOT Justice40 Indicators, and the Healthy Places Index)
- Travel patterns (using Replica data to understand where short trips (under 2 miles) are occurring and where people are going. Replica is a model which utilizes a variety of data sources to model not only where people are going but also how they are getting there)



Quick Build traffic diverter with bike cut outs in Sacramento

Knowing what we have.

The Kittelson team recognizes many cities are still working to develop datasets which include the inventories of roadway facilities we need to truly analyze the issues on our roads today. Kittelson has recently assisted the Cities of Sacramento and San Antonio, as well as Maricopa County, develop GIS inventories for over 3,000, 8,000, and 2,500 centerline miles of streets, respectively. The inventories included active transportation, traffic calming, intersection, and other street infrastructure. These inventories served as a baseline for active transportation network development through understanding the network gaps, underserved areas, and roadways that can accommodate facilities.

The Kittelson team is very familiar with the existing data sources; we know what is available, and what is not. While a lot of work has been done, we believe there are critical gaps and discrepancies in data, such as the lack of a single GIS dataset with centerline data which includes all roadway characteristics, such as bike facilities, number of lanes, posted speed limits, median presence, traffic calming presence, and other elements. While SANDAG is currently working on a regional dataset, it will likely not include many local streets and may be missing nuances such as traffic calming elements. Therefore, as an initial task, Kittelson will develop this dataset via a desktop analysis in coordination with the SANDAG effort so as not to duplicate work. We will work with your staff to review and confirm the dataset and ensure it works for you to use now and in the future.

City of San Diego Staff Input/Feedback. A critical step in understanding where we are is hearing directly from you – is the data consistent with expectations, is it highlighting the challenges you are typically facing, how does it align with projects that are in the pipeline, what policies could be hindered or validated with the findings, etc. With multiple City departments, there can be various sources of information and varying needs for the data, and it is helpful to bring in partners such as those in the Working Group to provide feedback. The results of these discussions will be incorporated into the data inventory as appropriate.

Public Web Map. In conjunction with these efforts, the Kittelson team may develop a public facing webmap where community members can identify issues, opportunities, and constraints. This could include mapping destinations, routes they take or want to take, near miss crashes, and other needs. Understanding SANDAG recently completed a similar effort as part of the Regional Vision Zero and Active Transportation Plans, the Kittelson team can alternatively incorporate the findings from these efforts instead of developing a new mapping tool in this phase at the City's discretion.

Plans, Policies, & Standards Review

We will review relevant local/regional planning documents/studies/ plans (such as the Mobility Master Plan, Climate Action Plan, Vision Zero Action Plan, etc.), design standards, and policy documents to strengthen our understanding of the issues previously identified, prior leadership and public input, planned and recommended improvement strategies, and policy guidelines. Design standards will be reviewed with a lens intended to identify opportunities and challenges for design and implementation of low stress networks and potential new concepts that have been introduced in recent years. The relevant existing and funded multimodal transportation facilities from prior plans will be mapped to provide context for needs, vision, and opportunities.

Existing Conditions Analysis

The Kittelson team understands that the features which impact mobility are multifaceted and intersectional. Therefore, we propose a "layering approach" to analysis in which we synthesize layers of data to develop a deeper and comprehensive understanding of what it is like to travel in San Diego. The analysis will be utilized to determine areas of need, high usage areas, and facility issues by answering big picture questions. This assessment will include:

Where do we want to walk, bike, roll and ride?

We can employ various metrics to understand where people are currently traveling by foot or bike, where short trips are being taken that may easily be converted to active modes, or where demographic and transportation characteristics suggest a propensity for more active transportation use. Critically, we will identify various destinations like schools, healthcare, and grocery stores that people need to reach daily. Potential data sources include US Census demographic and economic characteristics, Replica origin/destination and modal data, Strava, and community surveys.

What are the functional needs of our streets?

In order to create a successful multimodal network, it is important to develop an understanding of the modal users of our streets. Using available information, we will overlay bike-share ridership, STRAVA, origin-destination, transit ridership, and other available data to understand where and when people are traveling. This will help us identify tradeoffs when considering potential quick build or slow streets treatments via street reconfiguration.

What is the quality of our walking and bike networks?

Kittelson has developed a method to estimate a Level of Traffic Stress (LTS), a measurement of the comfort felt by an individual when walking or biking on any street. This method is less data intensive than some traditional methods but provides usable results that help to indicate comfort. The method utilizes the data identified in the data inventory phase of this scope of work and will be conducted to help determine low-stress connections and locations where existing facilities need improved protection. This method includes evaluating segment and intersection LTS. Intersections are often the points of highest exposure to people walking and biking and can be a barrier to network connectivity, and this methodology allows us to identify areas for improvement where we can propose solutions from guides like NACTO's Don't Give Up at the Intersection. We propose collecting all of the data needed for this task in the data collection phase, although if certain data is unavailable (like vehicle volumes), we will work with the City to develop a methodology which works with existing data.

How well does the system provide access?

We will use mapping analyses to understand access to the destinations identified through engagement as well as those uncovered in the data inventory efforts. The area where people can walk or bike within a certain amount of time along the low stress network will be developed from transit stations/centers, schools, employment centers, shopping and dining, educational facilities, and other destinations. This area will be compared to available infrastructure to help us understand where there are gaps in access that are the most critical to address.

What treatments are working in San Diego?

The Kittelson team proposes to evaluate the safety impacts of quick build and traffic calming projects which have been completed by the City. Ideally, this will include a safety data assessment of the 3 years pre-and post-project implementation for project constructed in the past 7 years, which will help us to understand what types of features have the highest impact. Additionally, we will consider external factors like land use and transportation context to account for factors outside of the specific street improvements.

How safe is our system?

We will develop a comprehensive crash analysis of total crashes and bicycle and pedestrian related crashes. This will include identifying spatial crash hot spots and overall trends of crash characteristics. Data gathered through engagement will also be utilized to identify areas that feel unsafe to users. The analysis will identify systemic crash risk factors using roadway characteristics and land use data to understand facility or location types associated with more frequent or severe active transportation-related crashes. We will center the results of this analysis around the Safe System Approach which focuses on developing a forgiving roadway environment and eliminating fatal and serious injuries for all road users.

How equitable and healthy is our system?

We will overlay socioeconomic, equity, and health information with data evaluated in above tasks to identify locations currently underserved or only served with low-quality multimodal connections. Data sources may include USDOT Justice40, Healthy Places Index, FHWA's Historically Disadvantaged Communities Index, and the City's Climate Equity Index. Through this, we will illustrate areas of the city where: 1) transportation is of particular concern, and 2) historic and current social inequities exist.

How does this tie into the Mobility Master Plan Modeling?

We know the City has already done a lot of work through previous planning documents to understand where people might want to go and where propensities for walking and biking may be highest. We propose building onto your already successful work using new data sources, providing equity and health lenses, and adding further community input to verify and refine connectivity issues and needs.



Evaluating Multimodal Access to Destinations

For the City of Sacramento's Neighborhood Connections Plan, Kittelson conducted a LTS analysis for segments and intersections and then identified the destinations that could be reached using low stress facilities. Applying an "x-ray" analysis helped identify who could reach places like healthcare, schools, transit stops, and other destinations. The analysis is being used to identify gaps and projects to better connect people to destinations.

Equity Focused Community Engagement

We understand that successful City staff and community partnership will be critical to the plan's overall success, and this starts with understanding the city's diverse demographics. Data and technical analysis are important tools, but lived experience is important in creating solutions that work for people. To design a transportation network that works for people of all ages and abilities, we apply a multi-phased, collaborative outreach approach that makes stakeholders and community members equitable partners in the planning process.

The Kittelson team's engagement approach will be crafted jointly by Kittelson, Byrne Communications, and Cook + Schmid. Kristen Byrne has spent more than 25 years working with diverse groups in San Diego, including many of the Community Based Organizations supporting the City's SS4A Grant Application. As a current strategist for SANDAG's Vision Zero Action Plan, she is actively working in many of the same communities and can help draw connections and lessons learned to San Diego's efforts. Kristen will lead the engagement of the working group and support public outreach efforts.

Cook + Schmid also has experience working with Community Based Organizations throughout San Diego and has used various strategies to successfully get engagement from a variety of perspectives. Further, they will organize and facilitate events identified in the engagement plan and use a combination of virtual and in-person activities. Cook + Schmid will also provide unique branding and messaging to support the project efforts and bring attention to targeted information. Kittelson will oversee the creation and execution of the engagement plan and provide our expertise in transportation to craft messaging to the community and identify potential events and creative strategies..

Together, we have created a team that brings considerable experience in equity-focused community engagement. This experience informs our work, and we will utilize it to design and execute an effective outreach approach and plan in conjunction with City staff. Our approach will build on existing connections with communities, tapping into both informal and formal leaders of neighborhoods, business districts, advocacy organizations and employers.

Community Engagement Plan

Early on in the project, the Kittelson team will develop a Community Engagement Plan (CEP) that will serve as the guidebook for our engagement process. This plan will include a comprehensive schedule and plan of events, social media outreach, language/translation/interpretation needs, collateral materials needed, and community based organizations (CBOs) to partner with for supporting outreach efforts and promoting ongoing events and engagement. The plan will be dynamic, providing us with the opportunity to adjust approaches to achieve the desired outcomes as the project moves forward.

The Kittelson team envisions community engagement occurring throughout the project. While the scope includes development of three separate supplemental plans/programs, the engagement process for all three plans/programs will need to occur at the same time. The Kittelson team anticipates there will be citywide and targeted engagement throughout the effort in three phases:

1 Phase 1. Listen & Understand:

will focus primarily on obtaining perspectives and opinions from the community and partners regarding current transportation systems. Questions will be tailored toward understanding mobility challenges, issues, and opportunities, where people want to go, what routes are important, and defining a vision for the City's transportation system. Phase 1 will also share and ground truth the project team's existing conditions assessment. *This phase will occur concurrently with the existing conditions assessment.*

2 Phase 2. What Can Be Done?:

will build upon the needs and ideas expressed during the listening phase and existing conditions analysis. Feedback on preferences and possibilities for the various networks, such as where slow streets and quick build projects could be built, will help to inform future phases of the project. This phase will also include educational engagement regarding potential treatments, allowing community members to share informed opinions on treatments they like, which ones they do not like or do not understand, and which ones they want to learn more about. *This phase will occur concurrently with network and methodology development for the three supplemental plans/programs.*

3 Phase 3. Confirm the Plan:

will focus on presenting the plans/programs for public review and refinements. During this phase, we work with the community to understand if the planned product meets community goals and needs. A focus will be placed on connecting the elements of the plan back to the engagement, input, and feedback gathered throughout the engagement process so the community can see how the plan is a direct reflection of what we heard. This phase will also identify next steps and ways to stay involved, including opportunities to join advocacy roles. *This phase will occur toward the end of supplemental plan development phase, concurrent with implementation plan development.*

Challenge: Keeping Benefits Equitable

Communities who have faced historic disinvestment may distrust local government based on past experiences. They may feel like their feedback is not valued or utilized, and they may be concerned that new investment will lead to gentrification and, ultimately, the loss of their home or community. These concerns are legitimate, especially as housing prices in San Diego soar. We propose to work with San Diegans to address these concerns utilizing successful approaches we have taken in places across the country.

- 1/ Listen First & Share Stories: On the Livable Claiborne Communities Project Kittelson led in New Orleans, as well as a similar study on US 1 in Palm Beach County, we recorded community members telling their stories. This resulted in powerful discussions of health, safety, access, and needs that helped shape the project results.
- 2/ Integrate Network into Communities, not Around: in the Parkside Community in Washington, DC, Kittelson led a study to address a new bike path that was built around the Mayfair Mansions Apartment Complex (an affordable housing community initially designed as part of a federal housing project for Black residents in the 1940s), creating a path for others that was not accessible to people in the community. This benefited richer, whiter communities at the expense of local residents. Working with the community, we identified a series of "Mews" or pedestrian and bicycle only streets directly connecting through the community and into the greater bike system.
- 3/ Plan Intersectionally & Build Capacity: In Baltimore, Kittelson worked on the Red Line Community Compact and Community Training Implementation. This included training high school interns and Station Area Advisory Committees (SAAC), helping to inform decision-making rather than developing wish list thinking by participants. There was a recognition that housing affordability and gentrification due to transit improvements was a real concern but beyond the transportation purview. SAAC members visited successful Transit Oriented Developments in Washington, DC to understand the potential types of policy and affordability changes so they could be more effective in advocacy to leverage future private development. Three volunteers now hold public office.



THE DAVISES IN BOYNTON BEACH

Mr. Davis (who was permanently injured in an accident 20 years ago) and his wife, who is also disabled, are grateful for their degree of independence. Because they do not own a personal vehicle, the Davis's can be seen traversing the US-1 Corridor with their automatic wheel chairs. They rely on **Palm Tran for nearly all of their daily trips**: playing bingo, visiting the beach, shopping, medical appointments, and visiting nearby parks to feed the ducks.

They live just two blocks from the Palm Tran stop at US-1 and 6th Avenue, however, Mr. Davis noted that they both need to ride their wheelchairs in the bike lane because of the **lack of continuous sidewalks**. Mr. Davis noted that, while he is riding in the street, he has been told by local authorities to use the sidewalk or face getting a ticket. There is no sidewalk.



Dynamic Online & In Person Engagement

Our engagement activities will balance interactive community conversations where people share and learn from human interaction with opinion polling that shares and gathers information individually. Multi-media tools, such as interactive web sites and social media can serve to both distribute and gather information from large groups of people. Rather than relying on daytime meetings, when residents are often at work, or evening meetings, when residents are balancing family needs, web-based engagement tools allow the public to participate on their own time. Online engagement will be conducted alongside in person engagement in each of the three phases discussed in the beginning of this section.

During each phase, thought provoking questions will be created to identify the specific feedback needed to support decision making at each milestone. The Kittelson team will confirm with City staff the appropriate approach to receive that feedback during each phase, but suggests using any of/a combination of the following:

Interactive Project Website: A project website (that may include FAQs, animation video explaining the planning process, online surveys, and other important project information) will allow us to disseminate important project information quickly and easily. The project website could host social media updates, project documents, and project surveys, and give those that cannot attend the public engagement activities a voice in the planning process.

Online Virtual Open Houses: By opening up an online workshop for several days or weeks, people can participate on their own schedule and do not have to worry about transportation challenges getting to an open house. The open house is attended by City and Kittelson team staff to facilitate discussions, distribute materials, and answer questions.

Online Surveys and Mapping Tools: Our team uses a variety of survey techniques to solicit feedback and gauge public opinion. We use tools such as Survey Monkey* to easily create surveys and collect feedback. Social media channels also have survey capabilities which can be captured in a database and used for data analytics, reporting and documentation. We may also conduct in person surveys to reach residents where they live, work and play. Locations for survey collection may include previously mentioned intermodal transit centers, bus stops, weekend markets and community events. Online mapping may also be used to gather feedback on proposed projects.

Pop-Up Displays. To further increase participation from residents that traditionally do not participate in the planning process, we propose creating pop-up displays at key activities centers (such as near the border, at farmer's markets, on high biking corridors, at high-activity trolley stations and bus shelters, at shopping destinations in priority neighborhoods, etc.) These pop-up displays could be simply a sign posted with a QR code directing residents and tourists to the online survey or a table manned with City staff or Kittelson team members to talk one-on-one with people passing by.

Social Media: We will also work with the City to promote project updates, explore issues and opportunities, and provide meeting notices via their existing social media outlets including Facebook, X, Nextdoor, Instagram and any others as appropriate.

Marketing the Plan

While there is a growing demand for safe connections for people who walk, bike, and roll in San Diego, not everyone is on the same page regarding the purpose, need, and benefit of these facilities. Through creative branding and marketing, our team proposes to create an advertising campaign to educate community members, visitors, and elected officials alike on the benefits and purpose of network. Team member Cook + Schmid are experts in creative campaigns and specialize in engaging diverse markets like the Hispanic/Latinx community, understanding that translating is not enough. While they have worked on large public projects like Port of San Diego Master Plan and digital marketing for San Diego County Health & Human Services, they have experience working with private businesses like BMW, Adidas, and Burger King and know how to build brands and get people on board.

Community-Based Outreach

In our experience working with historically disadvantaged neighborhoods, we know that there are many active and engaged community organizations where residents gather to discuss, organize, and resolve community issues. For some groups we have found that rather than imposing an agenda, helping the group's organizers set their own agenda for the conversation and lead it can be particularly effective and empowering. Examples include:

- **Community Based Organization Collaboration.** A core element of the public engagement plan will be to partner with local Community Based Organizations (CBOs) (such as Casa Familiar, the City Height CDC, Urban Collaborative, the Mid City Community Action Network, and Bayside Community Services) who are able to help provide direct and meaningful connections to community members and stakeholders. We have established relationships with these groups and are ready to work with them to move projects forward. *The Kittelson team has set aside budget to fund efforts by CBOs. This funding would be at the City's discretion; if funding is not eligible to be used for CBO engagement, the Kittelson team will work with the City to identify the best use of the funds to enhance the engagement efforts.*
- **"Bringing the Plan to You"** Participating in local events (such as December Nights, San Diego Pride, the San Diego Lunar New Year Festival, and Dia de Los Muertos events across the city) will allow community members to engage "on their own turf." Attending local events are often more cost-effective and broader reaching than holding a traditional open house.
- **Neighborhood Workshops.** Dynamic and engaging work sessions with members of the community are efficient and effective ways to arrive at creative solutions that meet diverse objectives. We propose a series of community pop up workshops that would each engage a subset of neighborhoods throughout the City. As part of these charrettes, a variety of activities could be included such as educational materials (as needed), "bike audits" examining potential alternatives, drawing on maps, red-green preference voting, a "pop-up" tactical workshop (showing a proposed design concept outlined with spray paint or traffic cones), virtual or augmented reality showcases for potential designs, and interactive survey games. These workshops could also be incorporated with on-going area planning that will be consulted as part of the existing conditions analysis.

Knowing When and Where to Go

We know it is critical to include and engage historically disadvantaged, under-represented and Limited English Proficiency (LEP) community members; including those who are in the "digital divide". To accomplish this, our strategy will include identifying and working closely with faith-based, ethnic, and cultural organizations, as well as social service agencies and senior citizen centers. We will also work with City staff to reach residents through their communications channels. To reach older adults and residents without access to internet services, we will conduct grassroots outreach with a focus on "reaching people where they are now", by attending citywide and local community events, outdoor concerts, farmers markets and "pop up" health and vaccine clinics,

Graphic Story Telling

The Kittelson team understands that effective transportation planning requires the capacity to communicate complex transportation information and concepts in simple, easy to understand pictures, maps, graphics, and videos to better engage community members, elected officials, and other decision makers. Team member Evari has in-house capacity to produce compelling GIS mapping, 3D graphic models, virtual reality experiences, and photo-realistic before and after images. These graphics can be presented through PowerPoint presentations, handouts, flyers, boards, web sites and other distribution methods. The dynamic use of computer-based tools and hand-drawn graphics, often done on-site during workshops and charrettes, allows for a quick feedback loop when seeking inputs on proposed physical changes to a community or to illustrate potential alternative scenarios for consideration.



Task 4A: Historically Disadvantaged Community Quick-Build Program

One in three San Diegans live in a historically disadvantaged community as defined by USDOT for the SS4A grant program. The historically disadvantaged communities are also some of our most culturally vibrant and diverse, like City Heights, Barrio Logan, Southeast San Diego, and San Ysidro. Unfortunately, these communities have been heavily impacted by past decisions to prioritize vehicle and freight movement, resulting in freeways and high speed arterials that divide residents from the places they want to go and people they want to see. As defined further in **4. KNOWLEDGE OF SAN DIEGO**, these communities have historically seen less investment in active transportation infrastructure that could benefit residents the most, resulting in less access and greater safety challenges.

The Historically Disadvantaged Community Quick-Build Program has the potential to rapidly address these discrepancies and improve equity outcomes for the people who need it most. This effort will focus on quick build improvements in historically disadvantaged areas to help people get around their communities safely and comfortably, including systemic ways to address safety challenges. We also know that most people travel outside of their communities for work and educational opportunities. Therefore, we propose, as a secondary component of this effort, to highlight opportunities to connect into longer distance active transportation and other infrastructure that can connect people to opportunity. We propose the following tasks to complete this effort:

Task 4A.1: Analysis

Building on the **EXISTING CONDITIONS ANALYSIS**, a second tier of analysis be conducted specifically focused on the Disadvantaged Community Quick Build Program that is intended to identify candidate streets or areas for projects. To begin this process, Kittelson will develop a draft methodology for the identification of potential quick build projects and gain confirmation from City staff. Once a methodology is confirmed, Kittelson will overlay outcomes of the previous analyses to identify:

- **Systemic Safety Challenges in Disadvantaged Communities:** Kittelson will evaluate the project specific, City, and Regional systemic safety analyses against social, demographic, health, and physical characteristics of the disadvantaged communities to identify additional considerations for these areas. Highlights could include differences in travel patterns, crash types, times of day, or other elements specific to disadvantaged communities.
- **Segment Readiness:** We will identify streets which may be good candidates for quick build treatments. Characteristics could include lane count, traffic volumes, the presence of medians, emergency vehicle/ transit routes, connectivity to existing bike infrastructure, destination access, and identification by the community as a desired connection. *Example: a 4-lane road with no medians and less than 20,000*

AADT in 2050 per SANDAGs ABM 2+ model may a good candidate for a 3-lane + separated bike lane conversion.

- **Intersection Readiness:** We will identify intersections which could be good candidates for quick build treatments to address things like slowing turns, visibility, crossings, traffic calming/conflict reduction, alignment, and others. *Example, a street with parking leading up to an intersection may be a good candidate for intersection curb extensions to improve visibility, or an intersection with left turn crashes could be a good candidate for hardened centerlines.*
- **Transit Integration:** Transit provides key access for people in disadvantaged communities to daily needs, education, jobs, and opportunity. Transit needs can also result in trade offs between other modes which can impact implementation. Building on San Diego's successful implementation of quick build bus lanes on El Cajon Boulevard and Park Boulevard, we will identify corridors with potential for similar conversions. By conducting this analysis at the same time as the segment and intersection analysis, we can identify areas where modal tradeoffs may arise. *Example, we may find a conflict between slowing traffic speeds and supporting bus service and identify alternate routes or treatments. Identifying the issue in the planning phase can help us identify alternatives and reduce issues in implementation.*

Task 4A.2: Peer Cities Review

While San Diego is already experienced in developing quick build projects, understanding what other cities are doing may help to make projects more efficient or successful. Up to 5 peer cities will be reviewed for approaches on process, policy, construction innovations, and community engagement. For example, based on recent experience we know that Austin is achieving success by implementing a "field engineering" approach, where design details are determined in the field. In Orlando, we have lessons learned regarding design treatments and monitoring of projects. And in Baltimore, we have significant lessons learned regarding engaging underserved communities to ensure the infrastructure meets community needs. We will compile and share the findings of this research and identify lessons learned that can be implemented in San Diego.

Task 4A.3: Network & Project Identification

While projects can sometimes provide benefit in isolation, the root causes of projects often rest in systemic issues that go beyond a specific site. The safe system approach requires us to consider how projects work together as a network to address these systemic issues. Once we have identified the universe of possible projects via additional analysis, we will work with the City and community to identify the network of projects and improvements which will provide access for people living in disadvantaged communities to every day needs and opportunities. The network will address gaps identified in the **EXISTING CONDITIONS ANALYSIS**, safety concerns, and community defined desire lines. Projects may include updates to existing facilities, closing physical gaps in infrastructure, intersection improvements, and others.

Task 4A.4: Quick Build Toolbox

Task 4A will result in a network and list of projects which will help to improve safety and connectivity in disadvantaged communities. However, Kittelson recognizes the need for consistency and replication throughout the City, and we also know that needs and desires of the community change as residents begin to see projects implemented. So instead of just a single list of projects, we propose the additional development of a toolbox of potential quick build treatments which the City can use moving forward to continue implementation after this project, including:

- **Project Types:** Quick build projects can take several forms, such as demonstration projects which help to show people how an improvement will work; pilot projects which are put into place for several weeks to months to test implementation, and rapid implementation projects intended to be more permanent.
- **Policies & Processes:** The guide will document the approval process for quick build project implementation, including potential innovations to reduce time and cost based on discussions with City staff and results of the peer cities review. This section will also address the conditions which make a street ideal for quick build implementation and the required community engagement and design process.
- **Treatments:** The guide will identify the long list of treatments the City is willing to implement on City streets. This list will be developed in conjunction with City staff and provide guidance on appropriate context for implementation, the challenges the treatment solves, examples, design considerations, appropriate materials, application, links to design guidance.
- **Materials:** The guide will identify a long list of materials the City may choose to use to implement quick build projects, including cost, dimensions, and implementation considerations.
- **Evaluation:** One benefit of quick build projects is that they can be evaluated after implemented, and can be modified at a low cost to best fit their environment. The guide will include evaluation guidance so the City can make the most of its projects.

Task 4A.5: Prioritization & Design

Once the network and projects are identified, Kittelson will work with the City to identify a methodology to prioritize projects and will move a subset of the projects into design.

Prioritization

Kittelson will develop a draft methodology to prioritize projects for further design and analysis. The prioritization criteria will be confirmed by the City and results of values from the community engagement efforts, but may include both quantitative and qualitative criteria, such as:

- **Safety:** Address a high-collision history location.
- **Community Feedback:** Support provided through the engagement process.
- **Demand:** Areas where people have stated they want to go, areas with higher propensity for active transportation based on demographics, and areas with high frequencies of trips 2 miles or less as uncovered in

the data collection phase

- **Connectivity:** Proximity to major destinations, schools, or transit and projects which fill network gaps.
- **Repaving Schedule:** Projects which could be completed right away during repaving.

Our approach in developing a prioritization methodology will be to keep it simple, transparent, and flexible to allow stakeholders and members of the public to understand and participate in the process.

Project Development

The prioritized projects will be compared with the projects from the Mobility Master Plan to identify top priority projects. At least 25 quick build projects will be selected for further project development, including identification of treatments and high-level cost estimates. Of these projects, 10 will be selected for development into concept plans for inclusion into the final document.

Under this effort, team member Evari will develop innovative visualizations using augmented reality and virtual reality applications. Evari will digitize project elements of the concept design in ArcGIS CityEngine, which will create a digital twin of each of the ten projects. Once a CityEngine model is developed, Evari will import the GIS data into TwinMotion, a leading computer visualization platform.

TwinMotion can be deployed using MetaQuest 3 headsets for immersive community engagement at events, allowing community members and other stakeholders to view the project on an augmented reality headset, or through traditional third-person graphical renderings. These comprehensive visualizations will greatly increase stakeholder understanding of projects, and will create high-quality visuals for use in subsequent project outreach.

Task 4A.6: Draft and Final Historically Disadvantaged Community Quick-Build Program

A draft and final planning document will be created summarizing the findings, recommendations, and 10 concept plans as described in **FINAL PLAN DEVELOPMENT**.

Our Words in Action

The Kittelson team is currently assisting Miami Dade County in identifying a series of projects for quick build implementation ahead of the 2024 NACTO conference. Kittelson supported the City in developing a rapid design and approval framework to get the projects built fast, and we are currently developing designs for each project. We will provide assistance during implementation over a span of the next several months.



Our Words in Action

Kittelson's Conor Semler recently led the development of the City of Orlando's Quick Build guide which serves as the City's baseline for rapid implementation of new facilities. The guide covers treatments, materials, and processes. As a first action out of the guide, the Kittelson team led the design, implementation, and evaluation of a quick build sidewalk and protected bike lane on Corinne Drive.

Task 4B: Comprehensive Speed Management Plan

Speeding was a contributing factor in more than one out of every six crashes in San Diego from 2018-2022. In particular, the risk of a fatal or severe injury for people walking and biking is significantly higher when struck by vehicles at higher speeds. California's adoption of AB43 and changes to the Manual on Uniform Traffic Control Devices allows for lower speed limits to be set to help reduce speeds in certain areas. Locations that are business activity districts, have a high concentration of pedestrians and bicyclists, or safety corridors can now be reduced by an additional 5 miles per hour. Reviewing the City's roadway network to identify opportunities to make this reduction is intended to begin slowing vehicle speeds across the City. LLG brings experience in identifying locations on a large roadway network with their ongoing work with the County of San Diego. We propose the following approach to develop the Comprehensive Speed Management Program:

Task 4B.1: Analysis

Building on the EXISTING CONDITIONS ANALYSIS that establishes the Citywide network, speeds, crashes, and land uses, this data will be used for additional analysis conducted specifically to support the Comprehensive Speed Management Plan. The Kittelson team will overlay data and outcomes of the previous analyses to identify:

- **Roadway Speed Network:** One initial step is to determine the total centerline feet of City-maintained roads by posted speed limit. A maximum of 20% of the City's overall roadway network can be established as a safety corridor.
- **Speed and Vulnerable User Correlation:** An analysis and mapping exercise will superimpose the City's speed survey network and the pedestrian and bicycle crash data to identify areas that suggest correlation between higher speeds and vulnerable user crashes. Higher speeds naturally impose a greater crash risk, and identifying areas and roadway characteristics will inform systemic implementation decisions.
- **Speed and High Injury Network:** Kittelson will superimpose the City's speed survey network against fatal and serious injury crashes to identify areas that have an overall crash history and what type of roadway speeds and land use contexts those are occurring on.
- **Adjacent Land Use:** Kittelson will map the City's roadway network against land use indicators for potential high concentration of pedestrian and bicycle identified in the California MUTCD.

Task 4B.2: Safety Corridor Network Screening

The California Vehicle Code (CVC) and California MUTCD will now allow local governments to lower speed limits by 5 miles per hour on a street identified as a "safety corridor". Guidance on a safety corridor indicates locations that have a high amount of fatal or serious injury crashes or crashes involving pedestrians or bicyclists, near places where people walking or biking congregate, especially those from vulnerable groups such as children, seniors, persons with disabilities, the unhoused population, or people within ¼-mile of schools.

We will develop a draft process for prioritizing safety corridors that would establish a weighted approach for the factors in Table 2b-105(CA) of the California MUTCD as it relates to the City's speed survey network. Factors are anticipated to include the following:

- Fatal crashes
- Serious injury crashes
- Crash Density
- Pedestrian involved crashes
- Bicycle involved crashes
- Collisions with other vulnerable users

Once a methodology is confirmed, we will overlay outcomes of the previous analyses to evaluate the City's speed network and create a prioritized list of roadway segments that would be considered "safety corridors". The list would detail the segment extents, distance, and priority ranking.

The priority list will then be evaluated to identify the cut-off point of segments that could be included based on the 20% of total centerline feet threshold. This filtered priority list will be mapped to visualize where the resulting network screening would occur.

For each of the segments identified in the top 20%, we will then compare the number of collisions reported in the latest E&TS against the crash data set from our **EXISTING CONDITIONS ANALYSIS** to determine if there has been a substantial change in crash frequency or trends. A reduction or increase in crashes along the corridors may indicate a change in roadway conditions (e.g., widening, traffic calming, new developments, etc.) that should be noted and may influence if a segment should be excluded from prioritization and the list would be updated accordingly. Recommendations for splitting/combining segments for a single speed limit based on this criteria will also be identified.

Task 4B.3: Business Activity District Network Screening

The CVC and California MUTCD will now allow local governments to set a speed limit of 20 mph or 25 mph on streets with four or fewer lanes contiguous to a "business activity district". The guidance indicates a business activity district is zoned to prioritize commercial land uses, have four or fewer traffic lanes, and the speed limit immediately before and after the business activity district must not be more than 5 mph higher. In addition, the segment must meet three of the four requirements outlined in CVC 22358.9 and CA MUTCD:

- Have no less than 50 percent of the contiguous property fronting the street consists of retail or dining commercial uses, including outdoor dining, that open directly onto sidewalks adjacent to the street;
- Have parking spaces located alongside the street, including parallel, diagonal, or perpendicular spaces;
- Have traffic signals or stop signs located at least every 600 feet; or
- Have marked crosswalks not controlled by a traffic control device, such as a traffic signal or stop.

Using this definition, we will analyze the City's speed network and create a list of roadway segments that would be classified as a "Business Activity District". The list would detail the segment extents, distance, which of the conditions were met, existing speed limit, and recommended speed limit adjustment. Recommendations for splitting/combining segments for a single speed limit based on this criteria will also be identified.

Task 4B.4: High Concentration of Bicycle/Pedestrian Corridors Network Screening

The CVC and California MUTCD will now allow local governments to lower speed limits by 5 mph on streets that generate high concentrations of bicyclists or pedestrians. A list of 19 indicators is provided in the CA MUTCD (e.g., employment centers, presence of retail, parks, schools/universities, senior centers, etc.).

The mapping of these indicators against the City's roadway speed network will be evaluated to determine segments that have at least one of the nineteen indicators present along or within 1320 feet of the segment. Using this evaluation, we create a table that details the corresponding segments, extents, and which indicators are met. Recommendations for splitting/combining segments for a single speed limit based on this criteria will also be identified.

Task 4B.5: Recommended Network Speed Limit Changes

The Kittelson team will compare the results of the three network screening efforts to identify any overlapping segments. The California MUTCD requires only one of the approaches need to be met to be able to reduce the speed limit further. Therefore, if a segment meets either a Business Activity District or High Concentration Bicycle/Pedestrian Corridor, it could be reduced for that reason and would not need to be identified as a Safety Corridor. Segments that qualify for reduced speed limits for more than one of the criteria would potentially be higher priority for implementation.

After this comparison is completed, summary tables of what segments meet more than one criteria, segments that meet an individual criteria, and recommendations for implementation. We will work with City staff to develop a implementation methodology for future ET&S that aligns with prioritizing studies for the segments identified in this effort if they are outdated. Recommendations for splitting/combining segments for a single speed limit based on this criteria will also be included for future ET&S efforts to consider.

Task 4B.6: Draft and Final Comprehensive Speed Management Program

A draft and final planning document will be created summarizing the methodology, network screening results, and implementation framework, as described in **FINAL PLAN DEVELOPMENT**.

The Comprehensive Speed Management Program will include educational outreach tools that can be used by the City when evaluating and implementing speed limit changes. The outreach tools are envisioned to be graphical components that communicate local application of national messaging around speed. The potential effects of driving large vehicles at high speeds are inherently dangerous and supporting by locally and nationally crash data, but most people are not aware of the dangers associated with speeds. Creating outreach tools that communicate the potential severity of crashes related to speeds and how higher speeds on local roads have had an impact on the safety and mobility choices of communities will be helpful to use when providing recommendations for lowering speed limits.

Task 4C: Comprehensive Slow Streets Program

Cities across the country, including San Diego, have seen success in thoughtful implementation of slow streets projects. As San Diego experienced, these projects work best when they connect to destinations and are placed in communities who have expressed a need or desire for them. Through traffic calming and, in some cases, diversion elements, these projects can help communities transform streets from places for vehicle to public spaces for all, and can support active transportation network by providing low stress connections for all ages and abilities. Slow Streets projects can take the form of temporary street closures for events, the closure or restriction of vehicle traffic on single streets providing needed outdoor space, or even networks of traffic calmed streets that supplement the walking and biking network to connect people to every day needs. Kittelson is excited to bring our national experience with slow street program development and implementation in places like Sacramento and Boston here to San Diego. Our approach focuses on developing a transparent process to utilize the data collected in the **EXISTING CONDITIONS ANALYSIS** to highlight an implementable network of slow streets improvements. We propose the following tasks to develop the Comprehensive Slow Streets Program:

Task 4C.1: Analysis

Kittelson will begin the analysis phase of this effort by distilling the findings from the **EXISTING CONDITIONS ANALYSIS** to key findings related to the slow streets program and ultimately help identify a network of potential streets. Kittelson will develop a methodology for the identification of eligible streets for the slow streets network. Based on previous experience, this methodology will likely consider:

- **Functional Classification:** Generally, local streets and some collectors may be eligible for slow streets implementation.
- **User Priority:** Generally, transit, freight, and emergency vehicle routes are excluded from slow street networks.
- **Traffic Speeds and Volumes:** As identified in NACTO's All Ages and Abilities Guide, streets with speeds of 25 miles per hour or lower and under 3,000 AADT are good candidates for slow streets. Traffic calming or diversion treatments can be applied to streets not meeting these criteria to integrate them into the network.
- **Connectivity:** Dead end streets and streets which loop back on themselves can be excluded from the slow street network since they provide little in the way of access.
- **Slopes:** Roadways with steep slopes are common in most areas of San Diego and do not provide the same level of connectivity as flatter roadways that are easier for non-motorized modes to travel through.
- **Others:** Considerations such as street width, adjacent land use, and presence of a traffic signal. This analysis will also utilize relevant findings from task 4B.1.

Task 4C.2: Peer Cities Review

Kittelson proposes conducting a peer cities review of 5 cities to identify lessons learned and best practices regarding slow streets implementation. From our current work, we have already begun to identify some elements which may be considered in this process, including:

- **Slow Streets Network Development:** Boston and Denver integrate land use to identify context appropriate features. Minneapolis, Oakland, and Boston all focus on streets with speed limits of 20 miles per hour or less for their slow streets networks. Oakland also focuses its network on streets which provide access to "Essential Places" like schools and healthcare.
- **Implementation Methodologies:** Minneapolis constructs quick build features to implement slow streets, resulting in valuable feedback from residents and immediate measurable results.
- **Policy Background:** Portland has made policy changes which allow for things like flipping stop signs. San Francisco's City Council has adopted a formal methodology for the identification of Slow Streets and a toolbox of treatments which can be implemented on them without going to council for approval.
- **Target Setting:** One lesson learned from San Francisco's slow streets program is to consider speed and volume targets. Setting targets for volumes or speeds that are hard to obtain can result in the need to continually revisit the same streets to add new treatments and make it difficult to identify locations to expand the network.
- **Engagement Methodologies:** Cities like Denver, Boston, and Austin have conducted calls for projects from community members to highlight community needs and build support.

Kittelson will bring lessons learned from these cities and more to create a Slow Streets program that works for San Diego.

Task 4C.3: Network Identification

The approved methodology will be applied to streets in the City to identify the slow streets network. Based on our previous experience, Kittelson recommends the City incorporate two layers of slow streets networks: one which includes all eligible streets and a subset of the network which provides direct connections to destinations:

- **All Eligible Streets:** Cities like Boston, Portland, and Austin have taken an approach to identify all streets which could be eligible for slow streets treatments and display them to community members via a webmap. Residents can use this information to apply for permits to implement temporary closures for block parties or longer term slow streets which act as local public space. The webmap will be based on a certain set of parameters, which can be updated if those parameters are changed in the future.
- **Neighborhood Connections:** Kittelson proposes the development of a "Neighborhood Connections" network of slow streets on local roads which provide access to every day needs. Kittelson is currently supporting the City of Sacramento in the development of a similar network, which acts as a subset of the overall active transportation network, similar to Portland's Bicycle Boulevards. While it is important to understand all streets which are potentially eligible for slow streets treatments, a Neighborhood Connections network can help the City identify implementable projects which will have the most impact. The development of this network could include the following elements:
 - o Provision of direct access between homes and destinations.
 - o Safety considerations, including the identification of local streets with crashes where speed was a contributing factor.
 - o Connectivity to low stress bike and walking facilities and supportive infrastructure.
 - o Readiness for traffic calming improvements.
 - o Existing active transportation use, either from counts or Big Data sources like Replica or Streetlight.
 - o Community support for traffic calming or routes they have noted they feel comfortable on today.
 - o Identification of key gaps to address to connect the Slow Streets network, such as arterial, freeway, or canyon crossings.

Once the Neighborhood Connections network is developed, Kittelson will overlay the biking and walking access maps developed in the Existing Conditions Analysis to identify critical connectivity gaps, which may address safety concerns, gaps in infrastructure, and segment and intersection improvements.

Task 4C.4: Slow Streets Toolbox

Kittelson will work with City staff to develop a toolbox of traffic calming treatments for slow streets which includes everything the City needs to move toward implementation. Understanding the value of the time and money rapid implementation can provide, references will be made to incorporate treatments from Task 4A.4: Quick Build Toolbox where appropriate. The toolbox will include:

- **Policies & Processes:** The guide will address types of slow streets and application eligibility. It will include the formal methodology for the identification of potential slow streets, as well as slow street project types. If appropriate and desired by the City, this element will also include a process for community members to apply for permits to implement slow streets projects, like block closures.
- **Treatments:** Beginning with the City's Traffic Calming Toolbox and latest Street Design Manual, the guide will identify the long list of treatments the City is willing to implement on City streets. These efforts will build on the short list of signage and traffic diversion elements in the RFP and listed in the California Manual On Uniform Traffic Control Devices. This list will be developed in conjunction with City staff and provide guidance on appropriate context for implementation, the challenges the treatment solves, examples, planning level costs, design considerations, appropriate materials, eligibility for quick build, and links to design guidance.
- **Contextual Application Guidance & Selection Tool:** Kittelson will develop flexible guidance which incorporates the City's existing standards and describes the contexts and scenarios each treatment is best suited for. For example, older, grid based neighborhoods like North Park, Hillcrest, and City Heights might benefit from traffic diverters and other volume reducing treatments while suburban neighborhoods might benefit more from vertical traffic calming measures. If desired, Kittelson can also develop a selection tool for the City to use to identify appropriate treatments based on a series of inputs.

We plan to conduct a multi-phased departmental coordination and collaboration process to make sure the people who are the intended users and implementers of the toolbox understand the intent of the typologies and design toolbox, but most importantly have a say in how it is developed so it fits everyone's needs.



Kittelson's Chris Romano & Matt Barughton ground truthing traffic calming treatments in Sacramento with City PM Jeff Jelsma.

Bringing the Toolbox to Life

Kittelson is currently creating tools for the Cities of Sacramento, Coconut Creek (FL), and San Antonio (TX) to help implement traffic calming toolboxes. These tools lead City staff through a series of questions to understand roadway characteristics, safety needs, and project goals to select appropriate treatments. The purpose of the tool is to make your job one step easier by narrowing down the potential treatments to those which are most appropriate for the specific situation and context you are looking to address.

Task 4C.5: Alignment Documentation

Kittelson will document alignment between the Slow Streets Program, General Plan, and CVC Section 21101(F). The documentation will be used to support City staff in allowing implementation of the Slow Streets Program in lieu of developing an ordinance. The documentation will be provided as a stand-alone memorandum that explains CVC Section 21101(F), and how slow streets would operate and remain consistent with the General Plan.

Task 4C.6: Implementation Plan

Kittelson will develop an implementation plan and process for the implementation of slow streets. The goal of this effort is to provide the City with realistic network that can be built, including the tools to build it. To do so, Kittelson will develop an implementation plan that outlines:

- Slow Streets Project Types & Policy Consideration.** This element will identify proposed processes to develop community calls for projects and approval processes/potential policy actions the City could take to streamline implementation. For example, the San Francco City Commission adopted a policy providing blanket approval for SFMTA to implement a set of treatments on streets which meet agreed upon slow streets criteria, and the City of Boston is rolling out an annual program to implement traffic calming on every eligible street in the City.
- Project Guidance.** Kittelson will compare the City's pavement maintenance program with the proposed Neighborhood Connections network and note streets which could be eligible for quick build slow streets projects. Additionally, we will consider the City's existing plans, studies, and Capital Improvement Program to identify projects which could be modified to include slow streets treatments.
- Priority Areas.** Kittelson will work with the City to develop a methodology to identify priority areas for slow streets implementation. The "areas" could be either (or a combination of) geographic areas selected though metrics like propensity and demographics or focus areas to address specific issues like specific crash types.
- Competitive Grant Game Plan.** We will review the Neighborhood Connections network to identify streets which could be grouped together as projects to identify those that would be competitive for federal, state, and regional grant programs and develop an easy-to-use Competitive Grant Game Plan. This effort will identify the grants these projects are most eligible for and planning level cost estimates.
- Evaluation & Monitoring Plan:** It is important to evaluate and monitor projects as they go in to understand what works, how people use the project, and what could be tweaked in future projects to make them even better. Kittelson proposes to draw from our work on the US DOT's Guidebook for Developing Pedestrian & Bicycle Performance Measures and the San Francisco Safe Streets Evaluation Program the development of an guide which recommends when and why projects should be evaluated, including how to integrate evaluation results into upcoming projects.

Task 4C.7: Draft and Final Slow Streets Program

A draft and final planning document will be created summarizing the methodology, network, and implementation framework, as described in FINAL PLAN DEVELOPMENT.

Final Plan Development

The Kittelson team will prepare visually engaging final plan documents for the Historically Disadvantaged Community Quick Build Program, Comprehensive Speed Management Plan, and Comprehensive Slow Streets Program. At the City's discretion, these plans may be combined into one document or presented as separate documents. The process to developing the plan will be undertaken with guidance from the Working Group, and will occur as follows:

Draft TOC

A draft table of contents will be developed for each plan and presented to the Working Group. It will be focused on summarizing key findings relevant to each program, and will build off any technical memoranda developed for the preceding efforts. This effort will also include a document delivery process diagram.

Review Meeting

Kittelson will meet with the City's project manager to discuss any modifications proposed to the draft TOC.

Preliminary and Final Draft Plans and Programs

Utilizing the approved TOC, Kittelson will develop preliminary draft plan document(s) summarizing the project. The plans will be visual and easy to read, calling attention to key findings and recommendations. Based on the review of City staff, Kittelson will develop a final draft for circulation to the public. The document files will be provided to the City so they can address any comments from the public.

Additionally, graphic executive summaries will be developed for each plan. These executive summaries will be focused on communicating the key elements of each plan to elected officials, the community, and others who may need a quick reference for the contents of each plan. The executive summaries will also include information on project benefits, and may be used to help market the plans/programs and associated projects.

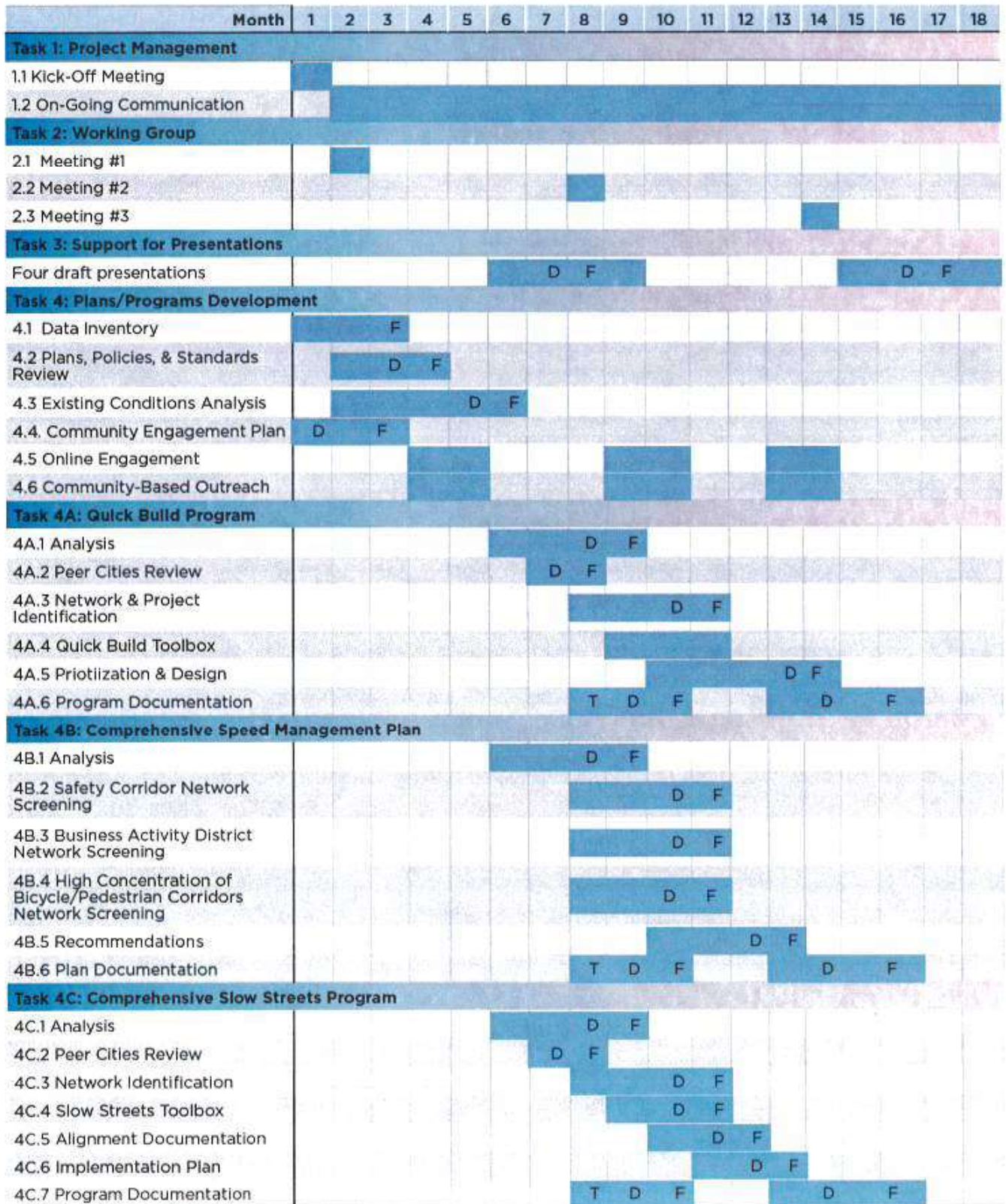


Schedule

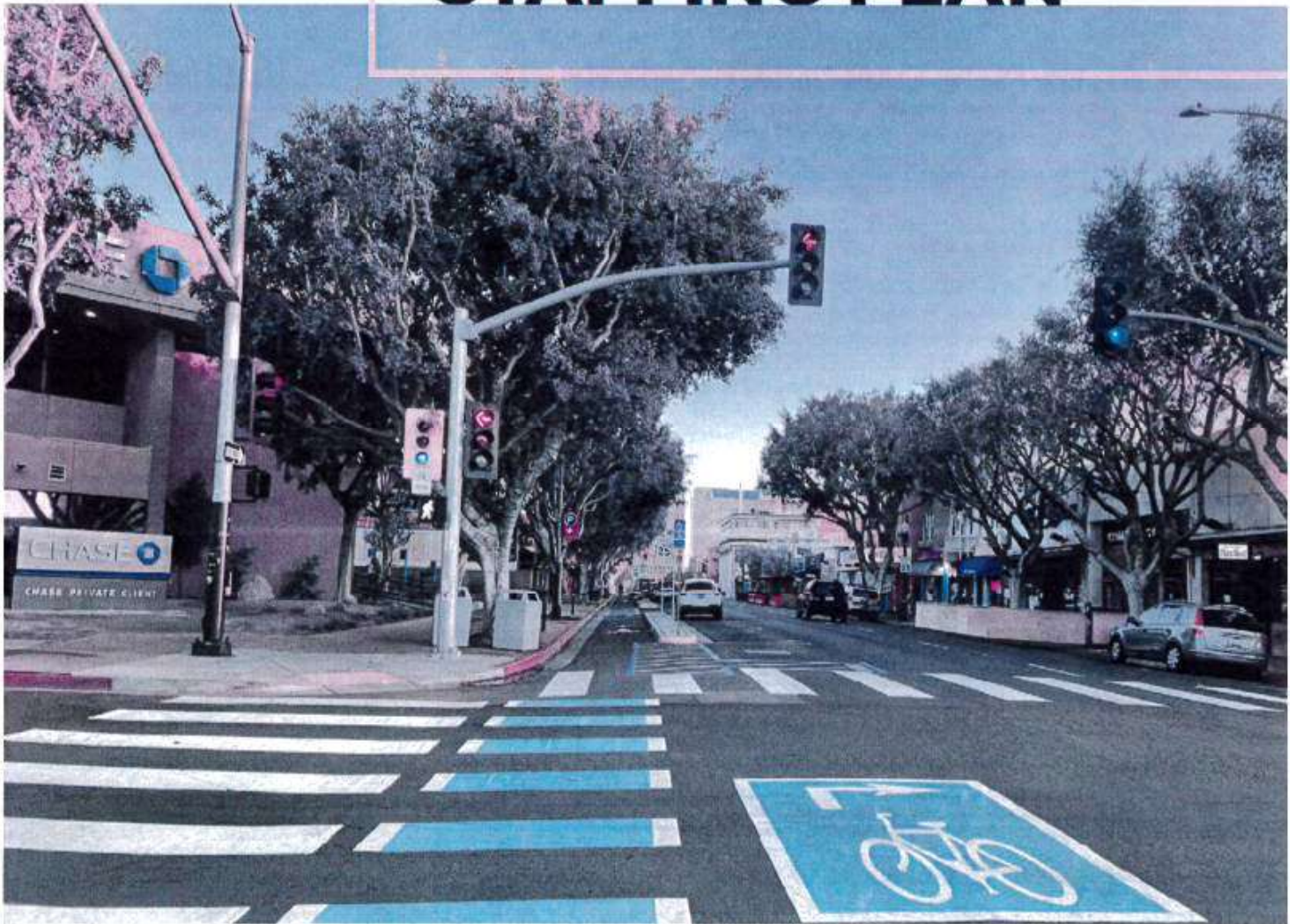
The Kittelson team's proposed project schedule is shown on the following page. The schedule assumes an 18-month timeframe to complete the Plans/Programs as described in the Scope of Work.

Key

- Consultant Team Activity
- Draft Deliverable
- Table of Contents
- Final Deliverable



FIRM'S CAPABILITY, EXPERIENCE AND STAFFING PLAN



Firm's Capability, Experience and Staffing Plan

1. Organization, Experience, Staffing

Team Organization

Kittelson & Associates (Kittelson) is pleased to partner with LLG Engineers, Parsons, Evari GIS, Byrne Communications, and Cook + Schmid to provide a dedicated team of experts to assist in developing these important Plans/Programs for the City to advance traffic safety. Evari GIS, Byrne Communications, and Cook + Schmid are SLBE firms that will fulfill the requirements of the contract, but were selected because of their specialized skill sets and experience with similar projects that complete the team's approach.

The Kittelson team is led by project manager Mychal Loomis, who is supported with overall project delivery by task leads for each of the three Plans/Programs, a project principal, and the depth of resources the combined six firms provide. The members of the project leadership team have a long history working together as partners and understands how our roles integrate into the larger team to ensure we deliver high-quality products on time and within budget.

The organizational chart on the following page identifies the members the Kittelson team and key staff associated with each task.

Firm Background

Kittelson, the proposed Prime Consultant, provides comprehensive transportation planning, engineering, and research services. Founded in 1985, Kittelson now employs more than 370 professionals across 25 offices throughout the United States, including an office right here in San Diego. Early adopters of a "one firm, many locations" philosophy, we have always prioritized providing the right staff to meet client needs, regardless of where they are physically located.

At Kittelson, we work hard to save lives, provide affordable and healthy travel options, and better connect people to their communities and essential services. Working with cities and counties across the United States, Kittelson staff have advanced planning and design for people who walk, bike, and roll. Our approach is always based in safety and equity, understanding that those who are most vulnerable are often the people who have faced the largest historic inequities and are disproportionately represented in crashes. This focus on safety and equity is integrated into our project development approach. Through data analysis, thoughtful engagement, creative communication methodologies, and evaluation of recommendations, the end results support every person in the communities we work in.

Project Leadership Team



Mychal Loomis
Project Manager, Kittelson



Conor Semler
Historically Disadvantaged Community Quick-Build Program Task Lead, Kittelson



KC Yellapu
Comprehensive Speed Management Plan Task Lead, LLG



Chris Romano
Comprehensive Slow Streets Program Task Lead, Kittelson



Vamshi Yellisetty
Project Principal, Kittelson



Bold = Task Lead
 L = Linscott, Law, and Greenspan
 P = Parsons
 E = Evari GIS
 B = Byrne Communications
 C = Cook + Schmid

Project Manager Mychal Loomis, PE, TE, PTOE, RSP1	Principal and QA/QC Manager Vamshi Yellisetty, AICP, PTP
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Historically Disadvantaged Community Quick Build Program	Comprehensive Speed Management Plan	Comprehensive Slow Streets Program
<p>LEAD: Conor Semler Chris Romano, AICP, LEED AP ND Mychal Loomis, PE, TE, PTOE, RSP1 Caitlin Mildner, AICP Allison Woodworth Bridger Helm Julio Fuentes^(P) Christina Valenti^(P) Derek Bucholtz^(P) Nick Mester^(E)</p>	<p>LEAD: K.C. Yellapu, PE, TE, PTOE^(L) Erika Carino^(L) Zoubir Ouadah, PE, TE^(L) Julio Fuentes^(P) Mychal Loomis, PE, TE, PTOE, RSP1 Carl Sorenson^(E)</p>	<p>LEAD: Chris Romano, AICP, LEED AP ND Mike Alston, TE, RSP1 Caitlin Mildner, AICP Phyllis Huegel, AICP Conor Semler Marissa Tucker-Borquez Allison Woodworth Bridger Helm Carl Sorenson^(E)</p>

Data Inventory & Analysis	Community Engagement	Working Groups & Presentations	Final Report and Documentation
<p>LEAD: Brian Gaze, AICP^(E) Chris Romano Marissa Tucker-Borquez Peyton Ratto Erika Carino^(L) Arash Afgahi^(E)</p>	<p>LEAD: Jon Schmid^(C) Elsa Sevilla^(C) Jamie Fong^(C) Kristen Byrne^(B) Chris Romano, AICP, LEED AP ND Allison Woodworth</p>	<p>LEAD: Mychal Loomis, PE, TE, PTOE, RSP1 Chris Romano, AICP, LEED AP ND Kristen Byrne^(B) K.C. Yellapu, PE, TE, PTOE^(L)</p>	<p>LEAD: Chris Romano, AICP, LEED AP ND Mychal Loomis, PE, TE, PTOE, RSP1 Conor Semler Susan Mah Erika Carino^(L) Brian Gaze, AICP^(E)</p>

Personnel

- Kittelson
- Linscott, Law, and Greenspan
- Parsons
- Evari GIS
- Byrne Communications
- Cook + Schmid

	Project Administration	Data Inventory & Analysis	Multimodal Planning	Safety Analysis	Health & Equity	Quick Build Design & Implementation	Slow Streets Design & Implementation	Speed Limit Setting / Studies	Cost Estimation	Performance Based Prioritization	Funding & Grants	Design & Policy Guidance	Community Engagement	Graphic Design & Branding
Mychal Loomis, PE, TE, PTOE, RSP1 (K)	X	X	X	X		X	X	X	X	X	X	X	X	X
Vamshi Yellisetty, AICP, PTP (K)	X	X	X	X	X	X	X	X	X	X	X	X	X	
Conor Semler (K)	X	X	X	X	X	X	X	X	X	X	X	X	X	
Chris Romano, AICP, LEED AP ND (K)	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Phyllis Huegel, AICP (K)	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Caitlin Mildner, AICP (K)	X	X	X	X		X	X		X	X				
Allison Woodworth (K)		X	X	X	X	X	X			X	X		X	
Bridger Helm (K)	X			X		X	X		X	X		X		
Marissa Tucker-Borquez (K)		X	X	X	X					X	X	X	X	X
Mike Alston, TE, RSP1 (K)	X	X	X	X		X	X		X	X	X	X	X	
Peyton Ratto (K)		X	X	X	X		X		X	X			X	
Susan Mah (K)														X
K.C. Yellapu, PE, TE, PTOE (L)	X	X	X	X				X	X	X	X	X	X	
Erika Carino (L)	X	X	X	X				X	X	X	X	X	X	
Zoubir Ouadah, PE, TE (L)				X				X	X	X	X	X	X	
Julio Fuentes (P)			X	X	X	X	X	X	X	X	X	X		
Christina Valenti (P)						X			X					
Derek Bucholtz (P)						X			X					
Nick Mesler (E)		X	X	X	X					X			X	X
Carl Sorenson (E)		X	X	X	X					X			X	X
Brian Gaze (E)	X	X	X	X	X					X			X	X
Arash Afgahi (E)		X	X	X	X					X	X		X	X
Kristen Byrne (B)	X				X								X	
Jon Schmid (C)	X				X								X	X
Elsa Sevilla (C)					X								X	X
Jamie Fong (C)					X								X	X

2. Personnel Roles/Responsibilities

Technical development of the project will utilize the experience and knowledge of each of the team members.



Kittelison & Associates will lead project management activities, the Historically Disadvantaged Community Quick-Build Program, and Comprehensive Slow Streets Program Task Lead. Kittelison brings national experience developing similar programs, leading research about the benefits of traffic safety strategies, and has an established San Diego presence to provide the needed context and management. Kittelison will also provide support in the other tasks described in the scope of work.



LLG Engineers will lead the Comprehensive Speed Management Plan, bringing their experience with similar work being done locally and their long history of completing engineering studies in the City.



Parsons brings history with completing traffic safety and design projects with the City of San Diego. In particular, Julio Fuentes was actively involved in the City's Vision Zero plan and related efforts and brings historical knowledge that will be helpful to use in an advisor role. Parsons will also lead concept designs for the Quick-Build Program, leaning on their experienced design engineering team to provide local knowledge of standards and expectations.



Evari GIS will lead the data collection and analysis components of the project. This includes establishing the existing conditions database tool and continuing into supplemental analyses for each of the three Plans/Programs. They also will lead the development of virtual or augmented reality of the Quick-Build concepts, which is one example of the innovative thinking and applications they bring to the team.

BYRNE COMMUNICATIONS

Byrne Communications will play an integral part in communication to facilitate meetings and information sharing throughout the project, with a focus on the working group and City departments. Kristen Byrne has provided these services for similar projects in the region, including recent work with SANDAG on their Vision Zero Plan.

Cook + Schmid

Cook + Schmid will lead the engagement components of the project. This includes developing and implementing a strategy that has various connection opportunities for the public, and developing branding and messaging that resonates with the City and its residents. Their local work has many examples of similar approaches and they bring a focused passion for reaching community members to inform all aspects of the project.

Staff Bios

The following are brief bios of key staff selected for this project are provided below and highlight relevant past project experience and project availability. Full resumes—which include education and academic degrees, professional licenses, and summaries of project roles and responsibilities—are included in APPENDIX A: RESUMES. Additional technical support staff that will also contribute to the project are available within Kittelison and each of our subconsultants. We are confident we have the depth in resources available to perform the scope of work identified for this project.



Mychal Loomis, PE, TE, PTOE, RSP1 | Kittelson Project Manager

Mychal has worked in the San Diego area for the past 17 years, contributing to a wide variety of transportation planning and engineering efforts. Through these opportunities, he has led several large projects and outreach activities that strengthened his understanding of viewpoints on how each decision about mobility affects various user types and is influenced by land use and user context. With more recent focus on traffic safety projects, Mychal has completed multiple safety action plans and is actively leading statewide, regional, and local safety action plans in California that each present unique opportunities and challenges that are applicable to this project. He has seen projects through from planning to implementation, including supporting grants to fund projects to get built. Mychal provides his clients with responsiveness and wide knowledge base, with a drive for serving clients and finding solutions supported by the community. And as a San Diego resident who can walk and bike to work and his kids' school, he is excited for opportunities to increase the comfort and number of options for others to be able have similar experiences in the City.



Conor Semler | Kittelson

Historically Disadvantaged Community Quick Build Program Lead

Conor brings his national experience in creating and implementing quick build and slow street programs in Boston and across the country. He also is an industry leader in urban planning and technical research in complete streets design and for his ability to leverage transportation design to create livable and healthy communities. His passion for developing safer and more comfortable facilities is evident when working with him, and how he challenges the way we think about the roadway system. This has showed through his involvement in developing NCHRP 1036: Roadway Cross-Section Reallocation: A Guide, the NACTO Urban Bikeway Design Guide, and the FHWA Separated Bike Lane Planning and Design Guide.



K.C. Yellapu, PE, TE, PTOE | LLG

Comprehensive Speed Management Plan Lead

K.C. is a California registered Traffic and Civil Engineer that applies sound engineering principles to enhance mobility, efficiency, and safety for all roadway users. His work in the San Diego region includes a variety of applications including complete streets, multimodal, and safety projects. Specific to this project, K.C. has performed numerous engineering traffic surveys for agencies throughout the region and completed traffic operations analyses throughout the City. This experience provides an understanding of the processes and factors that go into speed-limit setting and the importance of balancing vehicle speeds and operations with other user needs.



Chris Romano, AICP, LEED AP ND | Kittelson

Comprehensive Slow Streets Program Lead

Chris brings a unique blend of local experience managing the planning, design, and implementation of complete streets in San Diego through his tenure at SANDAG, along with national expertise in active transportation, traffic calming/slow streets, and urban design. His multifaceted approach to planning aims to integrate mobility and placemaking to transform streets into places, as evident in the Fourth and Fifth Avenue Bikeways from Downtown to Hillcrest and his work alongside City staff moving the Normal Street Promenade forward. He has also engaged a variety of CBOs and equity priority communities to identify and move forward projects with grassroots support in areas like City Heights, Southeast San Diego, and San Ysidro. A North Park/Hillcrest local living car-free for over 5 years, Chris is committed to making it better for every person to walk, bike, and ride transit around San Diego.



Vamshi Yelisetty, AICP, PTP | Kittelson

Principal and QA/QC Manager

Vamshi brings a unique combination of technical skills and development of industry leading best practices, often leading to suggestions of creative ideas on approaches to projects and transportation solutions that work. He is an experienced project principal that has worked with Mychal and Chris on several projects and enjoys opportunities to collaborate with clients to understand the complexity of issues and help develop plans that are progressive and implementable. He has led efforts across the southwest to create and implement context sensitive and flexible design guidance that has paved the way for the development of a variety of active transportation and quick build projects, and specializes in building consensus and developing methodologies and processes to improve efficiencies and formulate well-rounded transportation plans.



Julio Fuentes | Parsons

Senior Advisor

Julio has planning, design, and management expertise in traffic engineering, roadway design, and related project development. Prior to joining Parsons, he was a Deputy City Engineer/Senior Traffic Engineer with the City of San Diego for 34 years and has extensive experience and expertise with all aspects of traffic safety and traffic operations. Julio was responsible for completing the City's Systemic Safety Analysis Report Program (SSARP) and led traffic analysis, alternatives identification, community outreach, scoping, cost estimating, and preliminary engineering for the University Avenue Complete Street Phase 1 - the first Vision Zero project in San Diego to provide increased safety on University Avenue between Fairmount Avenue and Euclid Avenue.



Kristen Byrne | Byrne Communications

Working Group Facilitation Lead

Kristen is the principal of Byrne Communications Consulting, with more than 30 years' experience in the San Diego community, Byrne has a strong network and proven track record working with community groups, elected officials and other key stakeholders throughout the region. Byrne has extensive experience in local government, planning and land use, transportation, and civic issues. Kristen is well versed in CEQA and NEPA public input requirements and has successfully led many clients through the environmental review process. Her strategic plans and execution of complex strategies for private clients and government agencies have been recognized with several awards from the Public Relations Society of America and from the American Planning Association, San Diego Chapter.



Jon Schmid | Cook + Schmid

Engagement Lead

Jon has more than two decades experience as a public relations professional and community engagement expert. Jon has honed his skills in listening, drawing out important information from key stakeholders, and analyzing and synthesizing information from a range of sources. He was a pioneer in "community journalism," whereby the media held meetings to engage directly with the public on important issues. Jon has significant experience working with communities region wide to gather input to inform plans and strategies for public works. Projects he has led include developing the vision and guiding principles for the Port Master Plan, significant and often controversial infrastructure projects, such as the Ocean Beach Pier Renewal Project, Mission Valley East Trolley Extension, and SHIFT Blue Line.



Brian Gaze, AICP | Evari GIS

Data Inventory & Analysis Lead

Brian has over 16 years experience in using GIS to support planning. Specialty areas include public-facing WebGIS websites and dashboards, disadvantaged communities mapping, grantwriting for master planning, and communicating the spatial relationships between complex disparate datasets. Brian also led development of ArcGIS Hub and Experience Builder websites for a mix of clients, including equity analyses in support of RHNA housing and transportation policy changes, and web-based Vision Zero dashboards designed to inform diverse, non-technical stakeholders of the relationship between transportation networks and the communities they serve. A graduate of both UC San Diego and San Diego State, Brian has managed Evari's recent projects for both the San Diego Housing Commission and San Diego County Foodbank, and maintains Evari's long-standing partnership with Pacific Gas and Electric (PG&E).

3. Proposer Experience

While Kittelson's presence in the San Diego region may be new, the type of work and transportation needs of the region within this scope of work are familiar territory to us. Comprised of experts in applying technical approaches and implementing new guidance as it gets approved, we are well-equipped to deliver the mobility solutions that the City of San Diego deserves. Our team offers a holistic perspective that goes beyond individual transportation issues, focusing on network perspectives and multimodal solutions. We excel at leveraging transportation discussions to define community goals and identify solutions to build sustainable, livable communities. Specifically, we can illustrate the interconnectedness between land use and transportation, the interactions among various modes of travel (pedestrian, bicycle, and vehicle), and the significance of land use adjacencies (mixes and intensity of uses) to create stronger, safer, economically vital, and attractive places. The following pages include some of our recent applicable work.

References



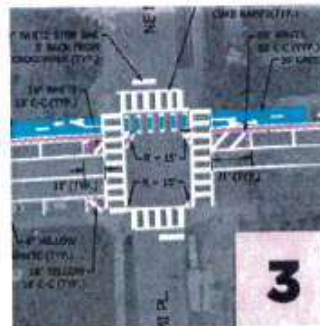
Neighborhood Connections Plan

Jeff Jelsma, Transportation Planner
City of Sacramento | Department of Public Works
916.808.5347 | jjelsma@cityofsacramento.org
See detailed project description on PAGE 40.



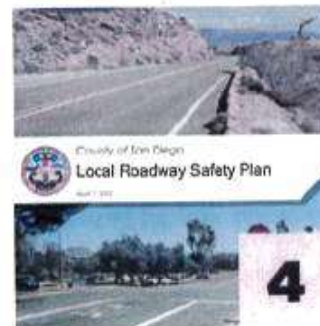
Traffic & Safety Design On-Call: Neighborhood Slow Streets

Stefanie Seskin, Active Transportation Director
City of Boston | Boston Transportation Department
617.635.2462 | stefanie.seskin@boston.gov
See detailed project description on PAGE 41.



NACTO Miami Quick Build Design / Implementation & Event Planning

Julian Guevara, Municipal Manager
Miami-Dade County | Department of Transportation and Public Works
786.469.5675 | Julian.Guevara@miamidade.gov
See detailed project description on PAGE 42.



Local Roadway Safety Plan (LLG)

Richard Chin, Project Manager
County of San Diego | Public Works
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See detailed project description on PAGE 46.



City of Sacramento Neighborhood Connections Plan

Sacramento, CA

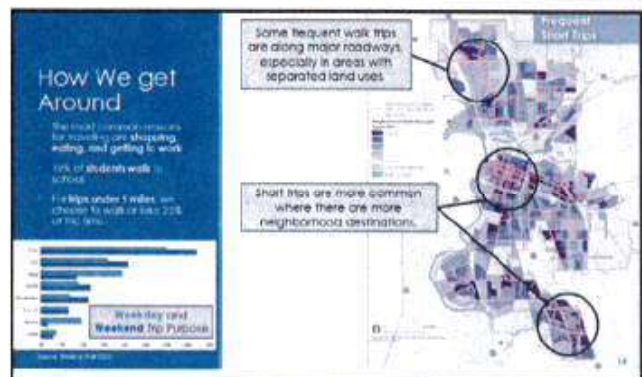
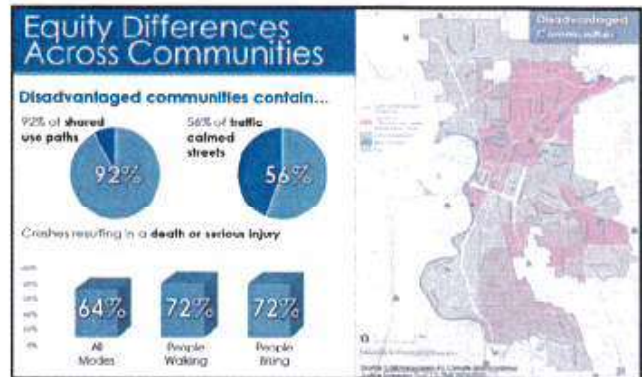
Kittelison is supporting the City of Sacramento in the development of a plan to create safe and comfortable connections for people to walk, bike, and roll on local streets to every day destinations. A focus is placed on quick build projects for fast, cost effective, and flexible implementation. The project also includes a significant engagement component, and Kittelison is supporting the City to conduct pop up meetings, focus meetings, and a forthcoming quick build demonstration project.

Key tasks include:

- Citywide geospatial inventory of multimodal conditions, system assessment to determine gaps and enhancements needs, and a flexible data-driven project prioritization methodology that evaluated active transportation needs against safety, access, demand, and social and health inequity.
- Identification of everyday destinations through data collection and community input and a series of analyses to understand destination access and gaps via the low stress network.
- Data-informed Equity Assessment to identify disparities in access for diverse community groups and understand how potential projects can help improve equity outcomes.
- Development of a low stress Neighborhood Connections network utilizing local streets that tie into a broader active transportation network and connect people to the places they want to go and people they want to see.
- Development of a toolbox of traffic calming treatments and design guidance, including coordination with various City departments to get buy in. This effort also includes the development of a tool to identify the most appropriate treatments based on a series of inputs such as roadway type, priority users, context, and goals / needs.
- Identification and concept design of quick build processes and opportunities based on the City's work program, engagement, and data analysis.
- Three phased, grassroots community engagement approach bringing residents, community organizations, and agencies together to improve mobility options for all residents in the city's eight distinctive districts.

Staff

Chris Romano, Marissa Tucker-Bourquez, Phyllis Huegel, Allison Woodworth, Peyton Ratto



Equity (top) and short trip (bottom) analysis results

Project Benefits to You!

- Citywide safety, comfort, equity, and destination assessment to identify needs and gaps.
- Development of a citywide slow streets network providing access to everyday needs and integration into existing / planned multimodal networks.
- Toolbox of traffic calming and crossing treatments with context sensitive application tool and design guidance.
- Policy and assessment guidance to aid in implementation.
- Assessment and recommendations for quick build implementation.



City of Boston Traffic & Safety Design On-Call: Neighborhood Slow Streets

Boston, MA

Since 2021, Kittelson has supported the Boston Public Works Department and Boston Transportation Department under the on-call Neighborhood Safety and Multimodal Improvement Program. Tasks have included planning, designing, and developing construction documents for traffic calming, pedestrian crossings, and bicycle facilities across seventeen study areas to date.

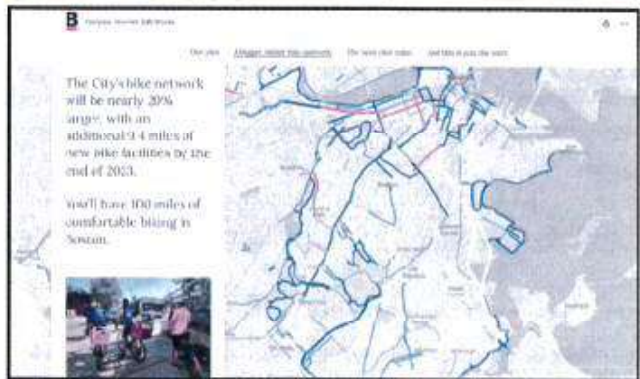
In addition, Kittelson assessed multimodal access to destinations. Kittelson developed web-maps in ESRI ArcGIS Online to support Boston's creation of a public ESRI ArcGIS StoryMap showing the location of new facilities, resident densities, and accessible destinations. The planned bike network expansion will increase bike access to approximately 130 acres of public parks, 20% more jobs, 20% more schools, 80% more libraries, 30% more supermarkets and food stores, and 40% more hospitals compared to the 2022 existing bike network.

Kittelson designed pavement marking and signing plans for two of the 18 bike network corridors on an accelerated schedule. The South Huntington Avenue corridor separated bike lanes were implemented in conjunction with a pavement preservation project in the spring of 2023 and added two thirds of a mile to the city bike lane network. The A Street corridor in South Boston was implemented with the reconstruction of an underground steam pipeline and related pavement replacement.

Kittelson is also supporting the City in implementation of their Neighborhood Slow Streets program. This contract addressed community safety concerns raised through community meetings and other local safety-related community requests through quick-build design. Through this program, Kittelson provided the City with nearly 40 installation guides for locations distributed throughout Boston. The designs alleviated safety issues through the application of strategic daylighting, median islands, chicanes, intersection realignment, and other quick build treatments that calmed traffic, improved visibility, designated space for people biking, and enhanced crossing safety for people walking. Kittelson also provided outreach support, including the development and distribution of outreach materials.

Staff

Conor Semler, Caitlin Mildner, Bridger Helm



After photo of quick build medians on Amory St (top) and Boston multimodal benefits website (bottom)

Project Benefits to You!

- Identification of and design for neighborhood slow streets quick build projects (many now constructed).
- Identification of and design for quick build infrastructure projects (now constructed).
- Development of community focused web-maps to help community members understand where slow streets projects are planned and where they could be implemented.
- Analysis and presentation of community focused materials to show project and network benefits.



NACTO Miami Quick Build Design / Implementation & Event Planning

Miami, FL

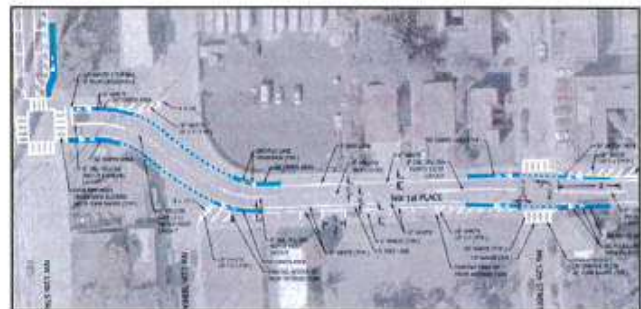
Kittelison is supporting the National Association of City Transportation Officials (NACTO) and Miami-Dade County as they prepare for NACTO's 2024 Designing Cities Conference in Miami, Florida. NACTO is an association of 98 major North American cities and transit agencies formed to exchange transportation ideas, insights, and practices and cooperatively approach national transportation issues. The NACTO Designing Cities Conference brings together 1,000 officials, planners, and practitioners to advance the state of transportation in cities across North America.

Within a fast-paced 8-months, the Kittelison team is leading and/or supporting NACTO and Miami-Dade County with the following efforts:

- Identification of, planning, and implementation support for a series of quick build projects aimed at improving multimodal transportation in locations across Miami-Dade County (including the City of Miami) to showcase at the conference.
- Leading the design of "signature" quick build projects and construction management for the projects.
- Identification, development, implementation, management, and coordination of 30 to 40 two to three hour long workshops offered over a three day period showcasing the history and multimodal features in the Southeast Florida region.
- Design of mobile tours and selection of guides and volunteers for workshops showcasing the quick-build projects, including event-day management.
- Managing and preparation for the conference, including event production, event management, sponsor engagement, day-to-day planning, venue identification, and coordination of activities troubleshoot concerns.

Staff

Conor Semler, Caitlin Mildner, Chris Romano



Designs for Quick Build Projects in Miami

Project Benefits to You!

- Support in the identification, design, and project implementation support on a very short turnaround for high profile quick build projects to support multimodal comfort and safety.
- Inventory of current cost estimates and quick build construction techniques.
- Design of mobile tours and workshops to showcase multimodal projects, which could be used as engagement technique to educate community members and build support.



City of Orlando Quick-Build Guide and Demonstration Project

Orlando, FL

Kittelerson developed a quick-build guide for the City of Orlando to cost-effectively and safely build flexible, reversible, and adjustable pedestrian and bicycle facilities that advance long-term community goals for safer, more inviting public spaces. This guide helps neighborhoods, advocates, and agencies implement intersection improvements, traffic calming, multimodal facilities, and public art interventions at a variety of scales with different, context-appropriate materials.

The guidelines provide detailed information on the process, materials, and applicable context for implementing quick-build projects, sometimes known as "tactical urbanism." These projects can be used to improve pedestrian safety, create bike facilities, or activate a public space. The guide outlines the City's process for designing and approving quick-build projects and serves as a resource for community members hoping to make changes to streets in their neighborhood.

During development of the guide, a demonstration project was needed. Corrine Drive, a corridor that Kittelerson and the City of Orlando have been actively working to complete, was chosen. Corrine Drive is a two-mile arterial through several residential neighborhoods and commercial areas that could link the existing Orlando Urban Trail and Cady Way Trail. For National Bike and Roll to School Day, Kittelerson and the City created a quick-build bike lane, using temporary materials like delineators, reflective tape, and spray paint, to repurpose underutilized on-street parking. Data was collected during the demonstration project to monitor vehicle mobility and parking availability in the surrounding neighborhood.

The initial one-day demonstration project was so successful that it was extended to a one-year pilot and the City is now looking for funding to make it permanent.

Kittelerson is now working with the City to design and install quick-build projects in downtown Orlando, Creative Village, and other strategic locations around Orlando.

Staff

Conor Semler, Caitlin Milder, Allison Woodworth



Kittelerson staff installing quick build demonstration on Corinne Drive in Orlando

Project Benefits to You!

- Development of guidance for the selection, design, and implementation of quick build projects (including biking/walking infrastructure and traffic calming), including material selection guidance.
- Installation and monitoring of a quick build demonstration project.
- Design of quick build projects based on context sensitive engagement efforts.



SFMTA Slow Streets Quick Build Planning, Design, & Implementation

San Francisco, CA

Kittelson was retained by SFMTA to provide as-needed transportation planning services under local, FTA, and FHWA contracts. To date, Kittelson has conducted work under 30 task orders, including the Slow Streets Quick Build Planning, Design, & Implementation.

SFMTA has adopted guidance for quick build installation, including monitoring requirement which must be met to ensure the treatments are achieving speed and volume goals. Kittelson has been supporting SFMTA as they work to convert temporary quick build treatments into longer term designs for 24 corridors identified as slow streets.

Kittelson's role on the project includes data collection and evaluation, survey development, survey distribution and analysis, as well as support with the communications strategy and community engagement. The Team is preparing construction plans for Safe Streets interventions, including signing work, pavement marking work, and flex post installation. We are also collecting pertinent information about the project areas for interagency review and authorization.

In addition to these efforts, Kittelson developed a Safe Streets Evaluation Handbook and a Racial Equity Evaluation Framework to assist in the project implementation and monitoring.

Staff
Mike Alston



How do we build comfortable streets?



Slow street marking (top) and street type graphic (bottom)

Project Benefits to You!

- Lessons learned from implementation and monitoring of slow streets efforts.
- Development of guidance for evaluation and monitoring.
- Equity focused planning, evaluation, and engagement efforts and frameworks.



City of San Antonio Bike Network Plan

San Antonio, TX

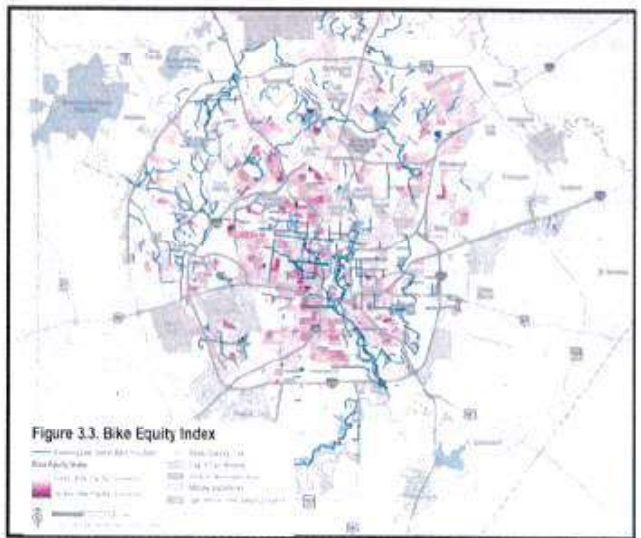
Kittelson is currently supporting the City of San Antonio, Texas to develop this visionary plan that rethinks how people travel and move through the city. Ultimately the San Antonio Bike Network Plan will create a blueprint for a complete and accessible active transportation network that connects people of all ages and abilities with destinations across the City while providing fun, healthy, and convenient transportation options.

Key tasks include:

- Citywide geospatial inventory of multimodal conditions, system assessment to determine gaps and enhancements needs, and a flexible data-driven project prioritization methodology that evaluated active transportation needs against safety, access, demand, and social and health inequity.
- Development of context-sensitive street typologies and a design toolbox for a wide range of facilities that may be appropriate and are uniquely San Antonio.
- Data-informed Health Impact Assessment to understand health impacts of the existing, disconnected facilities and to identify projects, policies, and strategies that may positive influence health in San Antonio.
- Evaluation of resiliency needs and adaptation strategies, including impacts of regular and significant flooding and design concepts to address multimodal transportation facility needs during extreme weather events.
- Identification and concept design of quick build processes and opportunities based on the City's work program, engagement, and data analysis.
- Grant opportunity identification and application support.
- Grassroots based community engagement approach that includes four phases of engagement to bring local residents, community organizations, and transportation agencies together to improve mobility options for all local residents in the city's 10 distinctive districts.

Staff

Vamshi Yellisetty, Phyllis Huegel, Chris Romano, Marissa Tucker-Borquez, Peyton Ratto, Allison Woodworth, Bridger Helm, Conor Semler



Access analysis (top) and bike equity index (bottom)

Project Benefits to You!

- Citywide data inventory assessment.
- Equity focused assessments and reconsiderations to support equitable benefits and guide project development and implementation.
- Development of quick build process, guidance, standard drawings, and implementation and monitoring guidance.
- Iterative, grassroots community engagement approach to reach a wide variety of community members.



County of San Diego Local Roadway Safety Plan

San Diego, CA

LLG recently completed a comprehensive local roadway safety plan for the County of San Diego. This project involves conducting a holistic systemic safety assessment for the County with focused assessments for each of the 23 unincorporated planning communities listed below.

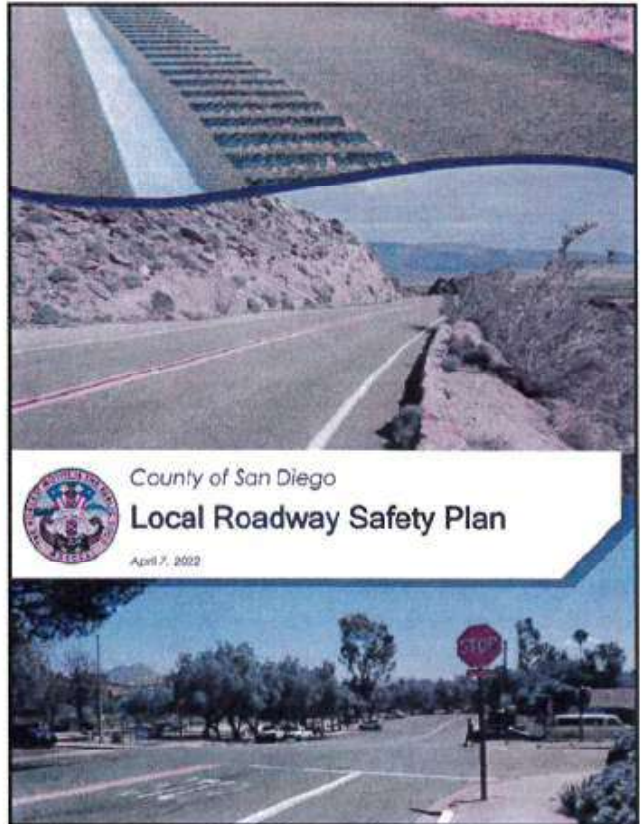
LLG processed over 17,000 collision data points that occurred in both rural and urban areas within the County of San Diego. With use of GIS and Excel softwares, LLG processed, managed, and translated the information, extracting relevant information from each collision.

LLG developed a process to help determine the top 10 intersection and top 10 segment locations. This process was unique as it considered collision frequency, collision rate, collision severity, and the Healthy Places Index. This ensures that locations for focused assessment and improvements are chosen equitably.

Based on the analysis findings and in-depth assessment of potential human-related risk factors or contributing roadway factors, and input from various stakeholders, LLG determined a set of recommended proven countermeasures, policies, and strategies. LLG collaborated closely with County staff in the Engineering, Planning, and Public Health departments. These recommendations are consistent with the emphasis areas identified and the 4E approach to roadway safety.

Staff

K.C. Yellapu, Erika Carino, Zoubir Ouadah



County of San Diego Local Roadway Safety Plan Cover

Project Benefits to You!

- Systemic safety assessment in San Diego County, highlighting countywide trends and needs.
- Development of a prioritization process to identify key segments and intersections where improvements will make the highest impact.
- Recommendations for San Diego County appropriate countermeasures based on local conditions which could be built upon for City of San Diego implementation

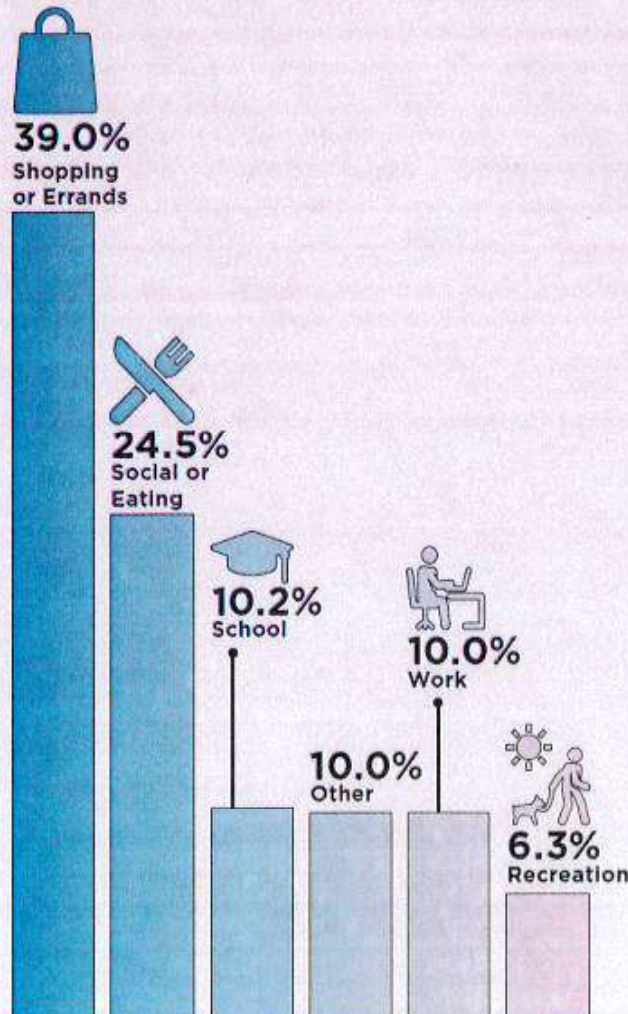
4. Knowledge of San Diego

Our team offers project leaders that have been working in San Diego for decades and have been a part of developing the roadway network. Through our past work and our experiences living in the City, our team understands local issues and has developed long-standing relationships with partners across the region. The City's geographic footprint covers a diverse set of residents and terrain, which requires flexible but transparent decision-making framework when implementing Plans/Programs. *For example, the mobility needs and trip purposes near the border communities are much different than those in the University/Mira Mesa communities.* In more recent years, safety has been put at the forefront and is applicable to all City roadways regardless of the specific trips being taken by residents. We are passionate about working toward the success of City's ambitious goals related to Vision Zero and climate change.

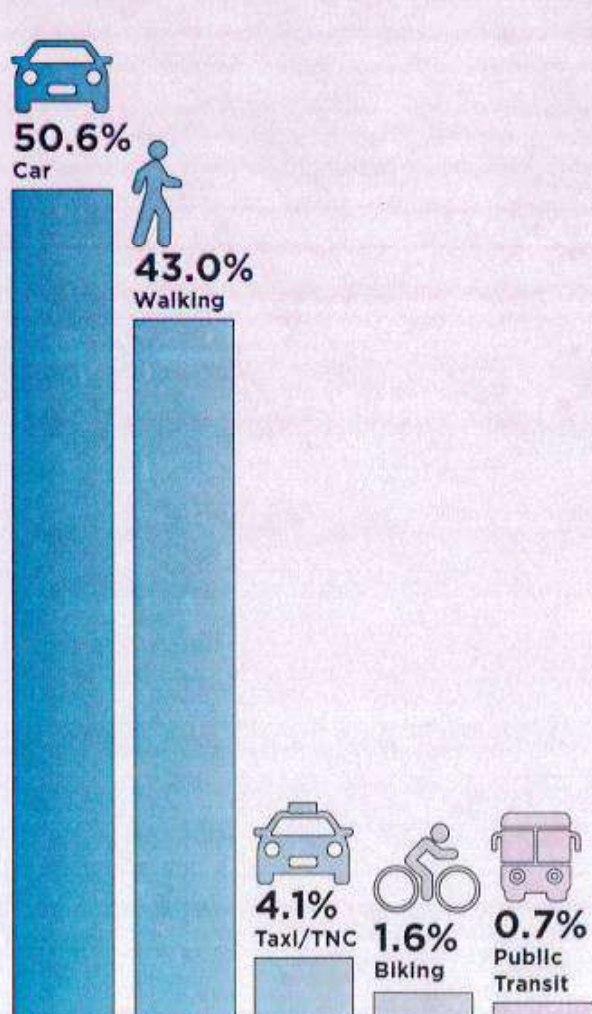
How San Diegans Get Around

Replica data was used to demonstrate travel behaviors within the City of San Diego. With its City of Villages concept that includes 52 community planning areas, San Diego attracts a lot of shorter trips that stay within the neighborhood. We found that 31.1% of trips in San Diego are 2 miles or less, and serve a variety of purposes. Nearly half of these trips are done by walking or bicycling (opposed to approximately 80% of all distance trips reliant by car). National research shows these short trips are the ones people will most likely choose to walk or bike for if there is safe and comfortable infrastructure. Additionally, these findings indicate the importance of thinking beyond the commute trip and highlight the need to consider every day local neighborhood trips when planning and building multimodal facilities.

Trip Purpose for Short Trips
(2 miles or less)



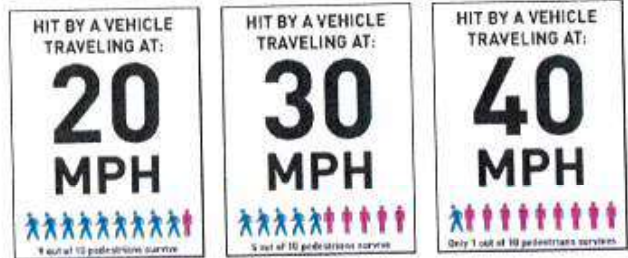
Trip Mode for Short Trips
(2 miles or less)



The attractiveness of walking and bicycling in San Diego is a combination of community planning, demographic mix, and an attractive climate for being outdoors year-round. The Plans/Programs in this scope of work look to enhance the experience of these trips through slower vehicle speeds and more comfortable roadway designs for vulnerable users. These changes are also hopeful to promote further change in travel behavior away from the reliance on vehicles.

With nearly 80% of all trips across the City being taken by vehicle, high speed roadways play a critical role in crash risk throughout the City. Currently about 21% of roads in the City of San Diego have a speed limit higher than 25 mph. Likewise, 20% of roads in SS4A disadvantaged areas are high speed. The severity of crashes is directly correlated to speeds, as demonstrated by several sources, including the City of Seattle:

This rings true in San Diego - from 2018-2022, 1 of every 6 crashes resulting in a death or serious injuries includes unsafe speeds as the contributing factor. This is the most common contributing factor to all crashes resulting in a death or serious injury.



Source: seattle.gov

1 of every 6 crashes in San Diego resulting in a death or serious injuries **includes unsafe speeds** as the contributing factor. (TIMS, 2018-2022)

Disadvantaged Communities

The Kittelson team is no stranger to working with disadvantaged communities in San Diego to get active transportation and complete streets infrastructure built. We provide team members experienced with gaining feedback on transportation topics in these communities, organizing and facilitating a variety of engagement opportunities, and using the feedback to shape outcomes.

While employed at SANDAG, Kittelson's Chris Romano led the planning, design, engagement, and permitting activities for now in construction projects, including the Orange and University Bikeways from the 805 to La Mesa in City Heights and Eastern San Diego, Imperial Avenue Bikeway from 17th Street to 47th Street in Southeast San Diego, and the Border to Bayshore Bikeway in San Ysidro. Together, these projects improve safety and connectivity from some of San Diego's most diverse communities to Downtown, the US/Mexico Border, and other key destinations. In these efforts, Chris led significant engagement activities to understand unique needs.



For the Imperial Avenue Bikeway, Chris helped *identify project champions from the community* and held a series of pop up workshops at places like coffee shops, the Sherman Heights Community Center, the Jackie Robinson Family YMCA, and the Paseo at COMM22 affordable housing development where residents live. Chris also co-hosted a pop up parklet at the Walmart along Imperial Avenue with *Circulate San Diego*. Through these activities, the project team uncovered a significant need for crossing improvements in addition to the proposed bikeway improvements.



For the Orange and University Bikeways, Chris worked with the *City Heights Community Development Corporation, Built Environment Team, and City Heights Area Planning Committee* and held events at local schools like Ibarra Elementary to gather feedback from well-integrated community members. These efforts resulted in significant change in the project, including the implementation of traffic diverters on Orange Avenue and a protected intersection at University Avenue and 54th Street, to address the traffic calming and connectivity concerns the residents identified.



For the Border to Bayshore Bikeway, Chris worked with groups like *Casa Familiar* and hosted an event at San Ysidro Civic Center to identify preferred routes and destinations. Surprisingly, these events helped the project team identify a desire for the bikeway to run along Beyer Boulevard as opposed to the original route along San Ysidro Boulevard.



In all cases, the significant effort spent on engaging the community resulted in community supported projects that connect people to the places they want to go. All projects received grant funding from sources like ATP, AHSC, and TIRCP, and are getting built now.

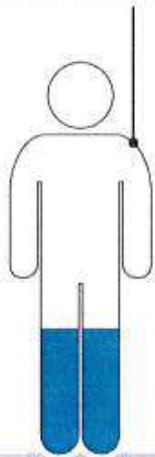
The federal SS4A grant identifies disadvantaged communities based on the Justice40 Initiative. The areas of the City that fall within that definition include, among others, San Ysidro/Nestor, Barrio Logan, Southeast San Diego, Encanto, City Heights, Loma Portal, and parts of Downtown, Mission Valley, Linda Vista, and Birdland. These areas represent approximately 32% of the total City's population.

- Total Population in the City of San Diego 1,389,165
- Total Population in Disadvantaged Areas 440,333
- % of population in Disadvantaged Areas 32%

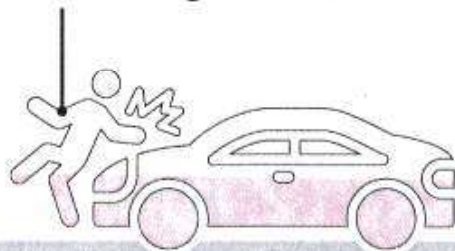
The City's Climate Equity Index takes into other considerations and results in a more detailed breakdown of the locations that will be used to target outreach efforts and considered in prioritization of implementing the Plans/Programs.

The defined disadvantaged communities have historically been underserved with infrastructure investments.

32% of population in Disadvantaged Areas



40% bicycle & pedestrian crashes resulting in serious injuries or fatalities are in Disadvantaged Areas



Looking at the bicycle infrastructure,

- There are 37.6% fewer investments in miles of bike infrastructure per capita in SS4A disadvantaged communities (223.6 miles) than citywide (1130.2 miles).
- There are 21.1% fewer miles of separated bike facilities (Class I or Class IV) per capita in SS4A disadvantaged communities (32.8 miles) than citywide (131.0 miles).

A preliminary review of crash data shows that these historically underserved communities have a higher crash risk. This is likely linked to the lack of infrastructure to support walking and biking trips in areas that generally experience higher levels of these modal trips.

- 35.1% of all crashes and 34.1% of crashes that result in severe injury or fatality happen in SS4A disadvantaged communities—this is 10.6% and 7.7% more per capita, respectively, than the city overall.
- 38.5% of all bike and pedestrian involved crashes and 40.1% of all bike and pedestrian crashes that result in severe injury or fatality happen in SS4A disadvantaged communities—this is 21.4% and 26.4% more per capita, respectively, than the city overall.
- Bike and pedestrian involved crashes are disproportionately more likely to be severe and fatal citywide (100.3% more likely) compared to crashes overall.

38% fewer miles of bike infrastructure per capita in Disadvantaged Areas compared to Citywide

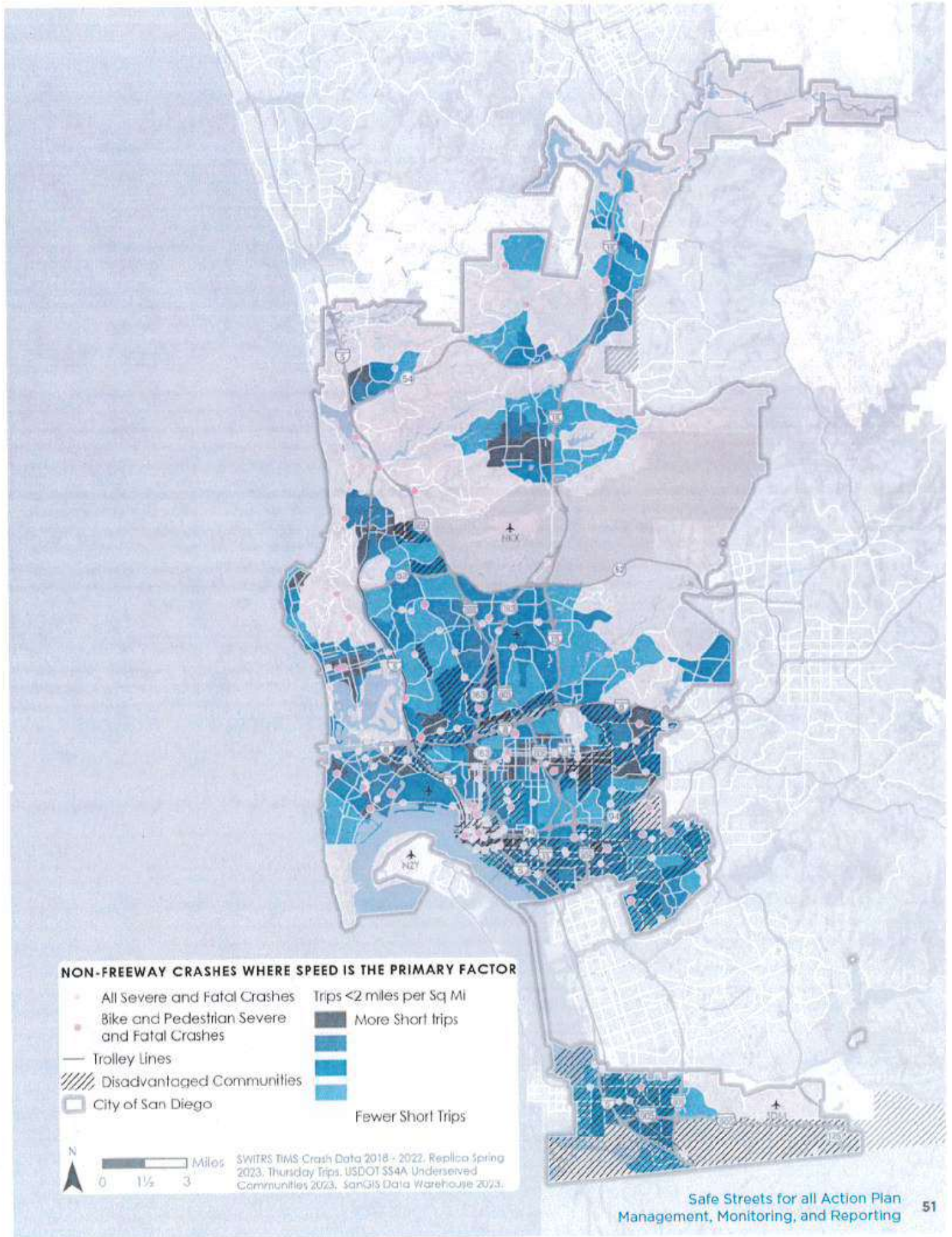


New Infrastructure & Rapid Advancements

In the last several years, the City has rapidly been building new active transportation infrastructure via its pavement maintenance program which has resulted in significant advancements in safety and mileage. Much of that infrastructure has been installed in the areas with the highest propensity for active transportation usage or existing safety needs, such as the Downtown Cycletrack network, Pacific Highway, Nimitz Boulevard, and right in front of the Kittelson offices on 30th Street. Bus and bike projects like the City's first bus/bike lanes on El Cajon Boulevard and protected bike lanes and bus only lanes on Park Boulevard have similarly propelled both transit and biking. Slow streets in Pacific Beach and the Gaslamp Promenade have allowed San Diegans and tourists alike to reimagine streets as public space. Future projects like the Normal Street Promenade will further solidify the City's reimagining of how we get around. Even so, there is more work to be done. While this new infrastructure is critical, there remains significant need and opportunity to expand into San Diego's most underserved communities. Building on momentum from regional projects like the Imperial Avenue and Border to Bayshore Bikeways, the City has the opportunity to connect residents to regional facilities and new opportunity.

Tying it Together

Even with all of these new advances, the City still faces significant challenges to mobility and equity. When overlaying the analysis, it becomes clear that many of the areas with the highest concentrations of short trips and the highest numbers of fatal and severe crashes occur in disadvantaged communities. By rapidly building infrastructure in these areas, providing a citywide network of slow streets, and strategically lowering speeds, the City has a unique opportunity to improve the lives of all San Diegans.



5. Proposer Capability/Capacity

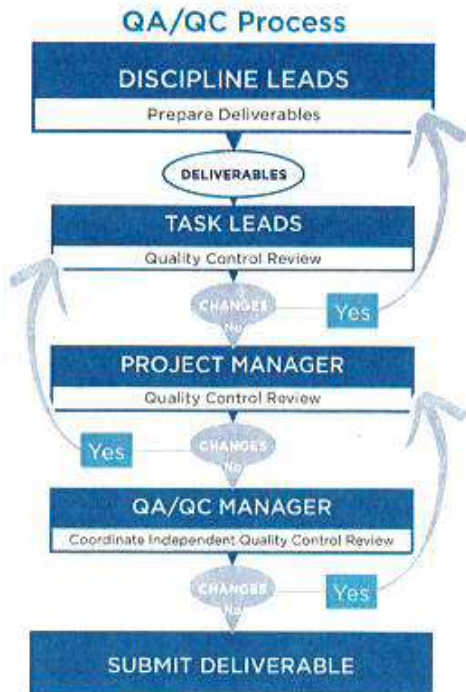
Our management approach is geared towards establishing a strong working relationship and a trusted partnership. This is accomplished by providing regular and honest updates on project status and products that are internally reviewed and appropriately developed for the expected level of completion. As project manager, Mychal's approach to this project is to be collaborative with the internal team and City staff, keeping everyone apprised of information, and open to ideas to improve the project approach or deliverable. As ideas evolve, Mychal will consider if changes can be accommodated within the scope and budget, and present potential approaches or trade-offs for the City project manager to make informed decisions on. Mychal will utilize weekly internal team check-in meetings and biweekly meetings with City staff to continually review progress, identify potential issues and possible solutions, and share information across the team on lessons learned, helpful guidance, or changes in approach. Mychal is known to be responsive to his clients and always willing to help find solutions.

Quality Assurance/ Quality Control

Kittelson will implement our ongoing, robust QA/QC program, from the first deliverable and carried through the final product, to ensure the City receives high-quality, technically-sound products. QA defines the right scope of work and contract terms, constrained within the right schedule and budget, and executed by the right people. The QA program focuses on implementing methodologies, processes, and procedures that establish an agreed-to project approach, prevent the production of poor-quality products and describe a process for review and needed corrections.

Our QC process (shown below) is a tiered and systematic procedure of independent reviews and checks on deliverables to review conformance and compliance with client standards and to the goals and objectives of the project. Implementing QC provides quality deliverables to our clients consistent with our professional ethics.

The subconsultant firms will also take an active role in the team's QA/QC program, and will be available to conduct independent reviews for deliverables on task orders that they are not actively managing.



Budget and Schedule Control

The Kittelson team understands the importance of providing timely and high-quality services to help the City successfully deliver the work outlined in the scope of work. We believe that the success of our previous work is grounded in a collaborative approach based on effective communication and responsiveness. Different aspects of how we approach budget and schedule control are highlighted below.

Communication is key

Through experience, we have learned the importance of effective, timely communication with City staff, partner stakeholders, and community members. Through his time working in the region, Mychal has worked with the City directly and indirectly and understand their needs and review processes. The City can be assured that as project manager, Mychal Loomis will facilitate communication and serve as a reliable and consistent point of contact. At the same time, we offer a "complete team" approach that provides City staff access to our entire team as a menu of resources available to the City as needed. The Kittelson team will work collaboratively with the City to provide the service needed in a responsive and efficient manner. We will always offer our ideas and methods to complete scopes of work with a balance of efficiency and innovation to ensure that the City gets the most out of its investments in our services.

Utilizing internal management tools

Kittelson has several internal management tools established that are utilized to review budget and staffing demands. Access to project budgets and effort spent on projects are available real-time and invoiced monthly. Project scheduling tools allow for staff to forecast their workload demand for upcoming weeks and months, and identifies potential overloads or underloads early to allow time to reconcile appropriately. With these tools, project scope, schedule, and budget are regularly discussed and incorporated into project planning activities.

Kittelson also received commitment from each subconsultant to indicate that support staff are available to effectively work on tasks under this contract. SLBE firms are an important part of the team and we will check with them on a regular basis to confirm staffing commitments.

Appropriate staffing and workload scheduling

A critical component of our ability to meet schedules is planning by our project manager and task leads. These leaders of our firms have proven ability to efficiently assign staff to projects. Kittelson maintains a real-time, company-wide staff allocation scheduling system in which project commitments are updated for each staff member on a weekly basis. A probability of success is assigned to our outstanding proposals so staff are not overcommitted in the coming weeks and months. Our regional leaders review staff allocations on a weekly basis, and this system allows us to be responsive to timelines and mobilize on-schedule. The scheduling system also provides budget summaries, the budgetary impact of scheduled staff hours, and other key variables by project.

Sharing resources to adapt to unanticipated demands

Kittelson operates under a "one firm" concept, involving personnel from various offices in projects throughout the United States. This ensures that our employees are both well-versed in regionally-specific transportation conditions and can collaborate with a diverse group of fellow staff and types of clients. This also creates the internal relationships to bring in partners when unanticipated demands do arise for either a specific individual or the project team as a whole. Kittelson has a proven track record of bringing projects to completion on schedule and within budget, and prides ourselves as a firm that instills trust in our work. The firm's over 35 years of continued project success and repeat clients are testaments to the ability of Kittelson to establish and maintain strong professional relationships.

Trust in our team and our partners

Our commitment to schedule is achieved through regular and honest communication with project staff about status of work, issues to be overcome, deliverables to be completed, and upcoming tasks. The individuals on this contract and the team of subconsultants were selected based on established working relationships that trust there is open communication, ability to meet schedules and budgets, and quality deliverables. LLG Engineering, who will have a lead role on the Speed Management Plan task, has similar tools to manage their workload to ensure staff has adequate time to deliver the scope of work. Mychal will have regular check-ins with KC Yellapu, task lead for LLG, to discuss upcoming efforts and the anticipated plan to accomplish the work.

We know how to deliver services on time

The Kittelson team understands the implications and the absolute necessity to meet project schedules. We know that the schedule is often determined by grant or fiscal year deadlines, Council or Board meeting dates, or relationships to other efforts, and that there may be little or no flexibility. We will be responsive, insightful, objective, and budget-conscious, while producing technically reliable analysis and documentation.

Our project manager, Mychal Loomis, will coordinate all the resources to ensure that our team:

- Provides timely responses to requests for assistance; 
- Handles issues and concerns quickly and effectively as they arise; 
- Ensures that solutions are developed that are technically correct and consistent with the needs of the City; 
- Informs and shares state-of-the-art tools, processes, and innovations that can improve the efficiency of the team; and 
- Builds a strong working relationship with City staff, based on mutual trust and professionalism. 

Available Team

Our office space is in North Park and several of our staff, including the project manager Mychal Loomis, live close to City offices, allowing quick and easy access for in-person meetings as needed. Further, each of our subconsultants are locally based and provide the ability to meet in person with minimal advanced notice. For the Kittelson staff that are not locally based, as a firm we encourage them traveling to San Diego during the project to meet with the City, attend engagement events, and review relevant roadway networks.

APPENDIX A RESUMES





**MYCHAL
LOOMIS, PE,
TE, PTOE,
RSP**
Project Manager

17 Years of
Experience

Education

BS Civil Engineering, Oregon
State University

Licenses

Professional Engineer (Civil): CA
(#76101)
Professional Engineer (Traffic):
CA (#2918)
Professional Traffic Operations
Engineer (#4347)
Certified Road Safety
Professional (RSP),
Transportation Professional
Certification Board (#286)

Mychal Loomis is a certified transportation engineer and road safety professional with 17 years of experience working on a diverse range of local, regional, and statewide planning, design, and traffic safety projects. Mychal's experience has focused on traffic safety in recent years but continues to include a mix of traffic engineering and planning projects such as traffic and circulation analyses for private development and master plans, traffic engineering design plan preparation, development of local and statewide traffic safety plans, active transportation network evaluations and concept designs, and community-wide mobility studies. He has a proven track record of successful project delivery.



Project Experience

Caltrans Road Safety Infrastructure Plans; Statewide, CA. Kittelson is working with the Caltrans Division Of Safety Programs to establish a methodology to evaluate safety data along the California State Highway System, engage stakeholders, and prioritize infrastructure modifications. Using the methodology established, Kittelson will develop concurrent plans for each of the 12 Caltrans districts, working with district stakeholders to identify and focus improvements on district-level priorities and highways. The framework of the RSIP incorporates the Safe System Approach, aligns with the California Strategic Highway Safety Plan, and provides opportunities for public input and stakeholders at the regional and statewide level. The project is currently in the methodology development stage with planned completion of the plans by 2026. Mychal is the project manager.

Fresno COG Regional Transportation Safety Improvement Plan; Fresno County, CA. Mychal was the project manager working with the Fresno Council of Governments to prepare a comprehensive regional safety plan that aligned efforts and resources of Fresno COG and its 14 member agencies toward a common vision and transportation safety goals. Kittelson's tasks included analyzing crash patterns and safety performance across Fresno County's roadways and intersections, identifying safety countermeasures that address the most common crash types and patterns for each mode and context (urban, rural, small town), preparing a transportation safety education program that establishes safety campaigns for specific audiences and crash patterns identified through the Existing Conditions Report, and creating an implementation plan tied to available funding sources to help the region achieve its safety goals.

City of San Diego Mobility On-Call; San Diego, CA. Mychal led the development of the Mobility Element for several communities in San Diego: North Park, Hillcrest, Golden Hill, Mira Mesa, University, Otay Mesa, and Barrio Logan. Through an extensive transportation analysis process, the team worked closely with the City to assess their intersections, roadway segments, pedestrian facilities, bicycle facilities, and transit operations for different future land use and roadway networks to determine the preferred overall network. Each community had its unique challenges and opportunities, such opportunities to use technology advances and repurposing existing roadway widths to reduce reliance on single occupancy vehicles. The team recommended potential improvements to walking and bicycling facilities and expanded transit services for easier and better connectivity, selective vehicle capacity improvements, and enhancing emergency vehicle routes and evacuation plans. *Previous employer

Montebello Safe Travel Plan; Montebello, CA. Kittelson was part of the consultant team working with the City of Montebello in performing collision analysis, identifying safety issues on the roadway network, developing a list of countermeasures, and prioritizing projects for funding opportunities with the intent to reduce or eliminate traffic collisions. The plan is a local road safety plan that included coordination with multidisciplinary roadway stakeholders to discuss traffic safety concerns and potential solutions. Mychal led the Kittelson team.

which led the crash data analyses and development of countermeasures and supported stakeholder engagement and development of the plan document.

City of Mission Viejo Systemic Safety Analysis Report (SSAR); Mission Viejo, CA.

Kittelton prepared a SSAR to assist the City of Mission Viejo in performing collision analysis, identifying safety issues on the roadway network, and developing a list of systemic countermeasures with the intent to reduce or eliminate traffic collisions. A main focus of improvements in the City was on pedestrian and bicycle infrastructure and traffic calming, which is challenging in an urban environment with large multi-lane roadways designed for vehicle throughput. Mychal led the development of countermeasures and overall preparation of the LRSP.

Fresno COG Multi-Jurisdictional Local Roadway Safety Plan (LRSP); Fresno County, CA.

Kittelton is working with the Fresno Council of Governments to create a multi-jurisdictional local roadway safety plan (MLRSP) for Fresno County, Coalinga, Clovis, Huron, Firebaugh, San Joaquin, Orange Cove, Kerman, Mendota, and Selma. The MLRSP allows each agency to develop its own safety goals, policies, and project priorities while aligning efforts across jurisdictions. Kittelson is analyzing crash patterns, emphasis areas for improving safety, high-priority locations for improvements, engineering treatments, education and enforcement strategies to encourage safer road user behavior, and location-specific safety improvement projects with concept designs and cost estimates. Kittelson will also prepare two HSIP applications for each of the 10 local jurisdictions. Mychal is project engineer for this project, leading the development of countermeasures and preparation of the 10 LRSPs.

Contra Costa Transportation Authority (CCTA) Countywide Safety Action Plan; Contra Costa County, CA.

Kittelton is working with Contra Costa Transportation Authority (CCTA) to develop a 554A-compliant Countywide Safety Action Plan (CSAP). As part of this effort, Kittelson is leading the assessment and development of additional materials to help 10 local jurisdictions in CCTA's West and Central planning areas amend their existing Local Road Safety Plans to be 554A-compliant as well. Kittelson is assessing each local safety plan to develop policy, strategy, and project recommendations for the CSAP addressing the Safe System Approach principles and objectives. Following the development of the plan, Kittelson will assist CCTA and its local partners in developing 554A Implementation grant application.

San Joaquin County Local Roadway Safety Plan (LRSP); San Joaquin County, CA.

Mychal is associate engineer for a comprehensive local roadway safety program that will assist County staff in proactively assessing safety concerns throughout the county. The plan was used to identify priority projects in response to the latest Highway Safety Improvement Program calls for projects, and supports the State of California's Strategic Highway Safety Plan and FHWA Safe System Approach. The plan will be used as a roadmap to collaboratively identify, analyze, and prioritize safety initiatives including infrastructure projects, enforcement actions, and education programs. In addition, the Kittelson team are

transferring custom safety analysis tools to the County server with the County to allow them to continue to evaluate roadway safety trends consistent with the approach used in the Local Roadway Safety Plan.

25th Street Road Diet Design; San Diego, CA. Mychal served as project manager for a road diet design project along 25th Street in the Golden Hill community. The four-lane roadway (two lanes in each direction) was modified to have a single travel lane in each direction and a two-way left-turn median, with bicycle lanes on both sides and reverse angle parking on the east side. This was the first application of reverse angle parking in the city of San Diego. Curb extensions were added at two intersections, traffic signals were modified, and bus routes and fire station access were accounted for. The project has been completed and accomplished slower speeds, increased parking capacity, and more active modes of travel.

*Previous employer

California 2020-2024 Strategic Highway Safety Plan; Sacramento, CA.

Mychal served as deputy project manager for developing the 2020-2024 California Strategic Highway Safety Plan. The plan was first updated with moderate changes from the previous version of the SHSP at the direction of the steering committee but then had a "pivot" to incorporate more substantial changes and be more aggressive in changing traffic safety culture. The plan incorporates the Safe System Approach and identifies high priority areas that have significant fatal and severe injury histories and the greatest potential for change through both engineering and non-engineering investments. Guiding principles were established focused on equity, innovation, and investments in proven countermeasures. Detailed data analyses were performed to support fact sheets for each of the 16 challenge areas and identify root causes. A publicly accessible dashboard was created to show historical crash data and be able to filter data based on several factors. The revised plan was developed through regular steering committee and executive leadership meetings and was published in early 2021.



**Vamshi
Yellisetty,
AICP, PTP
Project Principal/
QA-QC Manager**

26 Years of Experience

Licenses
Certified Planner, American
Institute of Certified Planners
(#29487)
Professional Transportation
Planner (#548)

Education
MS Civil Engineering, Arizona
State University
BE Civil Engineering, Osmania
University (India)

Affiliations
American Planning Association
Institute of Transportation
Engineers

Vamshi Yellisetty balances planning, out-of-the-box ideas, engineering, GIS, and technical know how to create transportation improvement solutions that work. He is a hands-on project manager who enjoys collaborating with clients to develop complex transportation plans that are progressive and implementable. His specialized skills include multimodal planning, traffic analysis, technical data collection and analysis, database development, developing innovative methodologies to identify system deficiencies and improvement scenarios, evaluating system performance, formulating transportation plans, and utilizing innovative GIS techniques to streamline data collection and analysis.



Project Experience

Town of Gilbert Transportation Master Plan; Gilbert; AZ. This innovative plan will classify the town's street system and guide prioritized improvements to increase multimodal access, support the local and regional economy, and better connect people and places. A key element is to develop a corridor classification system to identify the primary function of each corridor, modal priorities of corridors, and context-sensitive street typologies.

San Antonio Bike Network Plan; San Antonio, TX. Kittelson is working with the City of San Antonio on this innovative plan to reimagine how San Antonians get around. Vamshi is leading the efforts to develop a context-sensitive street typologies guidance to supplement the City's current street design standards. Vamshi also assisted with quality reviews of the active transportation features inventory; and developed a bicycle and pedestrian focused High Injury Network.

City of Phoenix Key Corridors Master Plan; Phoenix, AZ. Vamshi served as project manager for this innovative plan that will ultimately classify the city's street system and help guide prioritized improvements to increase multimodal access, support the local and regional economy, and better connect people and places. One key element of the study is developing a corridor classification system to identify the primary function of each corridor, modal priorities of corridors (i.e. vehicle, pedestrian, bicyclist, transit), and context-sensitive street typologies. The study will include a subarea assessment of critical employment centers to identify strategies to mitigate or manage congestion, so motorists and bus riders can expect reliable travel times. Another key element was to create a citywide safety assessment to determine leading causes, locations, and trends of serious and fatal crashes. Based on the assessment, Kittelson completed a Safety Action Plan outlining strategies to address key issues identified during the assessment.

Town of Gilbert Heritage District Circulation Plan, Gilbert, AZ. Vamshi led a multi-disciplinary team to identify and evaluate District-wide transportation improvement scenarios that will improve multimodal circulation to and through the Heritage District and support planned development. With the goal of providing efficient, comfortable, safe, and inviting mobility that enhances and supports the vibrancy of the Heritage District, the HDCP will ultimately develop blueprint and clear vision of multimodal transportation movement through, into, out of, and throughout the district today and for the next 20 years.

Maricopa County DOT Transportation System Plan; Phoenix, AZ. Vamshi is currently serving as a subconsultant to assist Maricopa County Department of Transportation (MCDOT) to update their Transportation System Plan (TSP). The TSP provides information on the current transportation system and sets the framework for future transportation needs in unincorporated Maricopa County. Tasks Vamshi will help lead include developing a countywide GIS database for roadway characteristics, travel demand modeling to determine impacts of improvements, updating the Major Streets and Routes Plan, and developing a GIS-based project identification and prioritization tool.

Riggs Road Corridor Improvement Study, Maricopa County, AZ. Vamshi assisted in this study to develop a conceptual design for the road that identifies and prioritizes Active Transportation needs along Riggs Road. Facilities for people who walk and bike are developed sporadically along this section of Riggs Road, resulting in gaps in multimodal connectivity for and challenges accessing facilities. The study will also consider other local needs, including traffic calming, the needs of a significant senior population, the potential for low stress network connections on adjacent streets, ADA improvements, golf cart access, drainage needs, and traffic flow.

Maricopa County DOT Active Transportation Plan; Project Manager. Vamshi led this planning effort to implement a complete and accessible active transportation network. As project manager, Vamshi oversaw the planning and prioritizing of pedestrian and bike facilities to provide mode choices, fill in system gaps and connect communities within Maricopa County. *Previous firm

ADOT Statewide Freight Plan Update; Freight System Assessment and Needs Lead. Vamshi is currently supporting ADOT to update this plan that will ultimately identify immediate and long-range plans for freight related transportation investments. For this plan, Vamshi led the existing conditions inventory and assessment of existing freight conditions; Vamshi also led the efforts to identify freight bottlenecks on the State Highway System based on NPMRDS data. He will lead the needs evaluation task and also aid in identifying performance measures and a project prioritization framework to help make investment decisions.

Central Yavapai MPO Regional Transportation Plan; Yavapai County, AZ. Vamshi assisted to update the multimodal assessment and travel demand model for their 2045 Regional Transportation Plan. The purpose of the RTP Update was to reprioritize transportation investments for the metropolitan area with a focus on performance-based investment choices. Vamshi was responsible for Developing and calibrating a standalone CYMPO Travel Demand Model, including updating the socioeconomic and roadway network to reflect existing and projected conditions, validation, and calibration of the model against real-life traffic conditions and running multiple build and no-build scenarios.

Yuma MPO Long-Range Transportation Plan; Project Manager. Vamshi is assisting in planning efforts to update the Yuma MPO's Long-Range Transportation Plan. Tasks included: stakeholder outreach; existing and future conditions analysis; multimodal assessment to improve and enhance multimodal access to trails, parks, and public transportation services; and evaluation of multimodal improvements.

Verde Connect BUILD Grant, Yavapai County (\$25M Award), AZ*. As project manager, Vamshi oversaw the management of the award-winning grant, including coordinating with local stakeholders, overseeing benefit-cost analysis, developing application narrative, and assisting with post award coordination meetings with FHWA and Yavapai County. *Previous firm

Maricopa County DOT Major Streets and Routes Plan; Maricopa County, AZ. As project manager, Vamshi collaborated with Maricopa County Department of Transportation (MCDOT) staff to analyze existing roadways and identify appropriate classification updates to meet future land use and travel demand. The final deliverable included a user-friendly, interactive, countywide atlas displaying the functional classification of existing roadways and planned roadways. *Previous firm

Pinal County East-West Corridor Study and Design Concept Report and PEL; Pinal County, AZ. Vamshi provided analysis for a new high capacity corridor alternative between Maricopa and Casa Grande. Provided multimodal planning, travel demand modeling and traffic analysis to determining future travel demand, identify corridor constrains and deficiencies, evaluated several alternate corridor alignments (including the Arizona Parkway concept) and ultimately select a preferred alignment. Coordinated with Arizona State Land Department (ASLD), ADOT, Pinal County, Gila River Indian Community (GRIC), AK-Chin Indian Community, Maricopa, Casa Grande, and Coolidge.



Chris Romano,
AICP, LEED
AP ND
Associate Planner

11 Years of Experience

Licenses

Certified Planner, American Institute of Certified Planners (AICP) (#28494)
Leadership in Energy and Environmental Design Accredited Professional in Neighborhood Development (LEED AP ND), (#10842828)

Education

MURP Urban and Regional Planning, Florida Atlantic University
MBA International Business, Florida International University
Certificate in Construction Project Management, San Diego State University
BS Public Administration and BS Criminal Justice, University of Central Florida

Affiliations

American Planning Association
American Institute of Certified Planners (AICP)
Association of Pedestrian and Bicycle Professionals
New Leaders Council

Chris Romano specializes in developing equitable, community-driven, context-sensitive, and data-informed solutions for complex transportation projects. Using a safe systems approach, he works to create better, safer places for people of all ages and abilities. He has expertise in active transportation, complete streets, urban design, public engagement, and visual communication. Having led projects in both the public and private sectors, Chris is skilled in building consensus between multiple agencies, elected officials, and the community. He has managed projects across the country in various stages, including planning, environmental, final design, permitting, and construction.

Project Experience

San Antonio Bike Network Plan; San Antonio, TX. As deputy project manager, Chris manages the planning for this reimagining of how San Antonians get around. Efforts include an inventory of multimodal features, assessments of accessibility via the low stress network to daily needs, equity analysis, a Health Impact Assessment, bike network development, bike facility recommendations, trails integration, quick build project identification, and funding assessment. Chris is leading the development of tools to assist the City in the identification of and design of street cross sections and to help staff identify appropriate treatments from the toolbox based on street context and project goals.

Sacramento Neighborhood Connections Plan; Sacramento, CA. As the deputy project manager, Chris is leading planning, network development, and treatment selection activities for this plan to create a network of neighborhood slow streets along local streets connecting people to every day destinations. Efforts include a citywide inventory of multimodal facilities, existing conditions analysis, destination identification, assessments of accessibility to destinations via low stress networks, gap identification, network development, and policy identification. Chris is also leading coordination efforts between City departments to build consensus around acceptable traffic calming treatments, identify design standards, and create and apply an interactive tool to identify appropriate treatments based on street context and project goals.

SANDAG Bike Early Action Program; San Diego, CA. While employed at SANDAG, Chris managed 6 capital active transportation projects comprising over 20 miles and \$100 million: the Fourth and Fifth Avenue (open to public), Imperial Avenue, Border to Bayshore (in construction), Eastern Hillcrest, University, and Orange Bikeways (in permitting). The projects are part of a regional effort to create a network of low stress, safe, and comfortable facilities for people of all ages and abilities. Chris managed all aspects of the projects, including inter- and intra-agency coordination, permitting, CEQA/NEPA environmental approvals, planning, engagement, conceptual/final design, construction, applying/managing grants, and right-of-way acquisition. The projects included protected bikeways, bicycle boulevards, traffic calming, signal work, bus islands, landscaping, drainage, ADA improvements, sidewalks, and crossing enhancements. *Previous employer

Shasta Regional Transportation Agency (SRTA) Regional Active Transportation Network; Shasta County, CA. SRTA is working to develop a regional network of all ages and abilities active transportation facilities in Shasta County. The SRATN project was initiated to assist local jurisdictions in identifying projects which fit these network requirements, conducting project development and concept design, and applying for grants to fund the final design and construction. As deputy project manager, Chris is co-leading the effort, including identifying potential projects in each community, coordinating agency and community outreach to gain consensus on projects, leading project and concept development, and guiding grant applications. These efforts have resulted in successful funding of traffic calmed bike networks in disadvantaged communities in Redding, and Chris is



currently assisting in the development of a walking and biking network in coordination with the Pit River Tribe in Burney.

San Diego Forward: the 2021 Regional Plan; San Diego, CA. While employed at SANDAG, Chris was a key member of the regional plan team. In his primary role on the plan, Chris managed the development of the active transportation component, including the incorporation of a safe systems approach, the creation of a network development best practices document, formalizing bicycle facility selection guidance, developing cost estimates, and leading Vision Zero efforts, among other policy and program identification. He also was involved in the identification and development of the Mobility Hubs, including performing data analysis and developing transportation networks focused on multimodal access and mobility. *Previous employer

Connecting the Blocks & Neighborhood Mobility Masterplans; Fort Lauderdale, FL. Chris served a lead planning role in developing a context-based Street Typology Classification System & design guidelines and apply it to every street in the City. This entailed defining land use contexts and street types and developing a methodology to assess operations that puts the needs of people first. The City is working to implement the resulting prioritized project list through various means, including through development requirements. As an extension of this, Chris led 5 community driven neighborhood mobility masterplans aimed at addressing multimodal traffic circulation, traffic calming, mobility, and access at the neighborhood level. The process Chris developed has become the City's standard for these engagement-focused, context sensitive plans.

E. 14th St / Mission Blvd Multimodal Corridor Project; Alameda County, CA. The Alameda County Transportation Commission (CTC) initiated this study to increase multimodal travel within the study area and improve connections to rail transit services along a 30-mile project corridor extending through five jurisdictions. Chris is serving as the Deputy Project Manager focused on the corridor design for Phase II of this project, leading the analysis and conceptual design of near-term solutions to create an all ages and abilities bikeway between the San Leandro and Hayward BART stations. Chris is leading the team in alternatives development, feasibility analysis, evaluation, selection of, and concept development for buffered and protected bikeways and associated features as well as features to improve transit services, like bus islands.

Broward MPO Bicycle and Pedestrian Safety Action Plan; Broward County, FL. Broward County is consistently ranked as one of the top four most dangerous places in the country for people who walk and bike. In order to address this, the Broward MPO initiated the Bicycle and Pedestrian Safety Action Plan (BPSAP). Chris was the Deputy Project Manager for the project. Through a combination of field visits to five demonstration corridors, data analysis to understand safety issues and propensities for active transportation, and public engagement, Chris worked with the team to develop four calls to action to create systemic change for a safer transportation system. In addition to developing policy guidance and programmatic action items, he

identified systemic and location specific safety issues and countermeasures to improve them.

Transportation Master Plans (TMPs): Gilbert, Mesa, and Marana, AZ (separate plans). Chris is previously led the Intercurrently leading the active transportation elements for TMPs in Mesa and Marana, AZ. This includes development of networks and modal priorities and identifying treatments to close gaps, improve accessibility, connect to transit, and meet future needs. Other tasks include safety analysis, roadway cross section development, engagement, and others. As part of these efforts, Chris is also leading the development of context sensitive street typologies, including identifying appropriate active transportation infrastructure, associated toolbox of potential treatments to improve mobility for all, and implementation tools to guide cross section development and tool selection. Chris also led the development of several elements of Emerging Mobility Trends Toolboxes for each project, including guidance related to e-bikes, micromobility, mobility hubs, and other elements.

Gilbert TMP, Heritage District Circulation Plan (HDCP), & Trails Right of Way (ROW) Study; Gilbert, AZ. Chris led the development of the Integrated Trails Master Plan as part of Transportation Master Plan. The plan focuses on improving and better connecting the Town's existing trail system in an effort to better integrate them as a key component of the Town's active transportation network. Chris' efforts included identifying and prioritizing connections and gaps, developing trail typologies and design guidance, and developing an action plan of priority improvements, responsibilities, and steps necessary to bring the plan to life. As an outcome of the TMP, Chris is leading an effort to evaluate existing trails right of way, apply the typologies in the TMP, and working with right of way owners to identify a path forward. Chris also led the planning and solutions development for the HDCP, a 20-year plan for implementable mobility solutions to support the rapidly redeveloping historic heart of the community. Projects included lane repurposing, new active transportation infrastructure, signal improvements, traffic calming, and new street connections to support the Town's vision for a pedestrian focused core.



**Conor
Semler**
Principal Planner

16 Years of
Experience

Education

MA City and Regional Planning,
Cornell University
BA Government, Colby College

Affiliations

Association of Pedestrian and
Bicycle Professionals (APBP),
Former Board Member

Young Professionals in
Transportation, member (Former
Vice Chair)

Conor Semler draws on his experience in urban planning, traffic engineering, and technical research in complete streets design and is highly regarded for his ability to leverage transportation design to create livable and healthy communities. He focuses on improving conditions for walking and bicycling through better evaluation and design. Conor is a national leader in the planning and design of innovative bicycle facilities and was involved in developing both the NACTO *Urban Bikeway Design Guide* and the FHWA *Separated Bike Lane Planning and Design Guide*. Conor's experience is informed by his roles leading research, contributing to designs, and working closely with cities to evolve and innovate safer, more inviting bicycle facilities.

Project Experience

City of Boston Neighborhood Slow Streets Program; Boston, MA. Kittelson holds an on-call contract with the City of Boston in support of its Neighborhood Slow Streets Program to develop innovative approaches to traffic calming. The program's goal is to reduce the number and severity of crashes on residential streets, lessen the impact of cut-through traffic, and add to the quality of life in neighborhoods. As project manager, Conor works directly with the City and the neighborhood traffic calming teams to identify and develop solutions that will slow vehicle speeds and improve safety in Boston's neighborhoods. Conor coordinates the planning, engineering, and design for up to five neighborhood areas per year. Through this work, he leads the team to identify targeted solutions aimed at speeding, visibility, and circulation challenges in each area.

Orlando Quick Build Program; Orlando, FL. Kittelson supported the City of Orlando in developing a Quick Build Program to rapidly deploy safety and livability improvements to city streets. Through ongoing support to the City, Kittelson prepared a web-based and formatted Quick Build Project Guide for the City of Orlando to enable the implementation of flexible, low-cost installations meant to advance long-term community goals for safer, more inviting public spaces. In addition, Kittelson assisted the City with designing and installing a pop-up demonstration path along Corrine Drive for National Bike & Roll to School Day. Conor is the project manager working directly with the City and the Kittelson team to develop design plans, review projects, and support various quick build initiatives in the city.

Anchorage Quick Build Bike Lane Pilot; Anchorage, AK. Kittelson is working on a team to help the Municipality of Anchorage design and install its first separated bike lane on Pine St/McCarrey St. The pilot was implemented for two months in summer and fall 2023 to provide the Municipality with the opportunity to construct and monitor performance ahead of future bike lane projects. It also provided the opportunity for collaboration between engineers, planners, and maintenance staff, including a workshop focused on potential future winter pilots and snow clearance. Kittelson is supporting Phase 2 of the pilot, which will feature a pair of quick build separated bike lanes in downtown Anchorage. Conor is the project principal and has provided bike lane design best practices and troubleshooting.

Massachusetts Quick-Build/Shared Streets and Spaces; Statewide, MA. Kittelson is providing technical assistance to municipalities for applications to MassDOT's Shared Streets and Spaces quick-build COVID-relief grant program. Since June 2020, the \$33M program has provided grants ranging from \$5,000 to \$300,000 to cities and towns across the state. Conor led the development of peak-hour bus lane concepts for the Cities of Medford and Somerville.

NACTO Urban Bikeway Design Guide; National. As part of the Kittelson development team, Conor contributed to the NACTO Urban Bikeway Design Guide, which provides cities with solutions to help create complete streets that are safe for bicyclists. Conor wrote and developed material for the guide and offered engineering insight into the appropriateness and applicability of



the cycling treatments. The guide includes a variety of innovative facilities, including bicycle signals, cycle tracks, bike boxes, and intersection improvements. Conor also contributed to the FHWA's *Separated Bike Lane Planning and Design Guide*, which offered the first Federal guidance on planning and designing separated bike lanes (also known as cycle tracks).

NCHRP Report 1036: Guide for Roadway Cross Section Reallocation; National. Kittelson led the research team to develop NCHRP Report 1036: Guide for Roadway Cross Section Reallocation. The guide presents implementable, user-oriented guidance to support projects that reallocate roadway cross sections. It includes a decision-making framework that incorporates research findings on the transportation and non-transportation outcomes of cross-sectional reallocation. The research included a literature review, practitioner interviews, and original research. The research team developed a decision-making spreadsheet tool, research report, and guidebook. The guide and accompanying decision-making framework enable practitioners to understand the full impact of roadway cross-section tradeoffs and evaluate choices based on a broad set of transportation, social, environmental, and economic outcomes. Conor was the Principal Investigator, leading the research team through all elements of the research plan.

Bowdoin Geneva Neighborhood Action Plan; Boston, MA. Kittelson is leading the planning and design for a Neighborhood Action Plan for the Bowdoin/Geneva neighborhood in Boston. Prompted by a number of traffic safety concerns, the City is working directly with community members to identify problems and potential design solutions. Interventions like traffic calming, pedestrian safety, and visibility enhancements will create a safer and more livable neighborhood. Conor is serving as the project's principal, lending his experience with the City's Neighborhood Slow Streets program to identify appropriate and effective solutions.

Allston-Brighton Mobility Study; Boston, MA. Kittelson partnered with the Boston Planning & Development Agency (BPDA) to lead a community-based planning process in Boston's Allston and Brighton neighborhoods. The study team developed a menu of transportation options to improve safety and mobility and provide quality-of-life benefits for the Allston-Brighton community. The study recommended specific, actionable improvements to the transportation network to alleviate bottlenecks and increase safety and mobility for all modes. Focusing on key opportunities to provide non-auto travel options, the study leveraged bus transit to facilitate growth within a constrained urban context. As the project manager, Conor coordinated the analyses and recommendations among a multidisciplinary team of engineers, planners, and designers.

District Mobility; Washington, DC. Kittelson collaborated with the District Department of Transportation (DDOT) to lead a comprehensive assessment of the District's multimodal transportation system. Kittelson led the development, identification, and realization of new, cutting-edge tools for tracking progress, visualizing results, and assessing impacts of various forms of congestion management in the District. Conor led the pedestrian and bicycle components of the District

Mobility Study, which developed a comprehensive analysis of congestion in DC. He also led the development of districtwide level of traffic stress (LTS) mapping using existing roadway information combined with an innovative GIS-based approach to prioritize and expedite the collection of supplementary roadway information. Conor also created a walkability map to illustrate where walking is more comfortable or less comfortable for users. These maps can be viewed at districtmobility.org.

DDOT Far Northeast Livability Study; Washington, DC. Kittelson led a planning effort to improve the livability of the Far Northeast neighborhood of Washington, DC, by identifying, prioritizing, and developing concept plans for a range of projects to better connect neighborhoods to transit and facilitate multimodal travel. Across a range of projects, Conor helped build a more complete bicycle network, calm neighborhood traffic on collector streets, reduce cut-through traffic on local streets, and enhance pedestrian crossing safety at intersections. Intensive community engagement led to the creation of a Solutions Toolbox to help residents learn and identify the types of interventions possible and preferable for their priority concerns.

PLAN: Newmarket; Boston, MA. Kittelson is supporting the Boston Planning & Development Agency (BPDA) to address challenges and concerns related to preserving industrial land uses in Boston's Newmarket neighborhood. BPDA and the project team will work with the community to establish a vision for the area that includes a strategy for job retention and growth. Conor is leading Kittelson's work including transit, safety, and bicycle and pedestrian network analyses. The work will clarify existing transportation network conditions and help develop a preferred hierarchy of streets for the neighborhood, including design and policy recommendations.

Somerville Inner Belt Brickbottom Plan; Somerville, MA. Kittelson developed a master plan for the Inner Belt and Brickbottom neighborhood in East Somerville that focused on implementation strategies seeking to leverage the neighborhood's strategic assets. These assets included proximity to thriving neighborhoods in Somerville, Cambridge, and Boston as well as existing and planned Massachusetts Bay Transportation Authority (MBTA) service. Conor led the master plan and helped the planning team evaluate alternative development scenarios for the redevelopment of an industrial area in the heart of Boston's metropolitan region. Working with the City of Somerville, Conor identified opportunities and constraints to provide multimodal transportation options as the neighborhood redeveloped. Conor also led the development of a Transportation Demand Management Plan to help mitigate the impacts of potential traffic generation.

Mass Ave and Brattle Street Quick-Build (aka Porter Square Quick-Build); Cambridge, MA. Kittelson is supporting the City of Cambridge, Massachusetts, to design quick-build bicycle facilities along Massachusetts Avenue, near Porter Square and Brattle Street. The design considered impacts to all modes of transportation and conflicts between buses and bicycles. Brattle Street is being designed with a new, two-way, separated bike lane using pavement markings, flex posts, and signing. Conor is the project manager for this effort.



Bridger Helm
Engineering
Associate

3 Years of
Experience

Education

BS Civil Engineering, University
of Wyoming

Bridger Helm is a Kittelson engineering associate who has explored a variety of transportation topics, including public transportation, traffic operations, geometric design, and pavement operations. He has extended his experience in these project areas, serving as a project engineer for a range of projects across Arizona and California focused on final design (3-D modeling), bicycle and pedestrian facilities design, and transportation impact studies. Bridger is passionate about multimodal transportation design as well as traffic operations analysis and design.

Project Experience

Boston Department of Transportation Traffic and Safety On-Call; Boston, MA. Kittelson holds an on-call contract to provide design support for 311 requests. The Kittelson team is developing engineering analysis, concept design, public engagement, construction plans, and implementation guides for 30 sites within Boston Transportation Department jurisdiction. As a project engineer, Bridger developed concept designs, construction plans and implementation guides for sites. The design involved implementing traffic calming and quick-build techniques to reduce vehicle speeds along a residential corridor.

Maryland Avenue Active Transportation Improvements; Glendale, AZ. Kittelson lead a concept design to enhance the City's bicycle network and fill existing sidewalk gaps in the project vicinity. The Kittelson team developed concept design alternatives in coordination with city staff to provide bicycle continuity between the City of Glendale and City of Phoenix existing bicycle infrastructure. As a project analyst, Bridger developed concept designs and estimates for future use in the city's CIP.

67th Avenue Bike Lanes Phase 1 and Phase 2; Glendale, AZ. Kittelson is leading the concept designs for the implementation of bicycle facilities on two two-mile sections of the 67th Avenue corridor in Glendale, AZ. The Kittelson team is developing conceptual plans and estimates for implementing bicycle pathways and bicycle lanes on a five-lane arterial. Kittelson also developed a feasibility report for implementation of the conceptual design. As an analyst on the project, Bridger developed the conceptual design and estimates in communication with the team lead and city staff.

City of Tucson Department of Transportation and Mobility Bicycle and Pedestrian On-Call; Tucson, AZ. Kittelson holds an on-call contract to provide design support for pedestrian and bicycle improvements within the City of Tucson. As project engineer Bridger lead the design efforts for four Bike Boulevard projects encompassing 10 miles of roadway. The designs involved BikeHAWKS, TOUCANs, traffic calming elements, and pedestrian improvements.

Coral Gables Zone 1 Traffic Calming Design; Coral Gables, FL. Kittelson is leading the design of traffic calming devices including speed humps, speed tables, raised intersections and traffic circles. The Kittelson team is providing engineering analysis, concept design, public engagement, construction plans, specifications, and estimate services. As the project engineer, Bridger has developed conceptual design packages used for public engagement activities, as well as developed final construction documents and estimates for over 50 sites.

27th and Fairview Signal Modification; Boise, ID. Kittelson led the final design of a signal modification at the intersection of 27th St and Fairview Ave in Boise, ID. The signal modification design included all traffic signal, electrical and illumination components including pole relocation, signal cabinet replacement, updated intersection detection and updated electrical systems. As the project engineer Bridger led all signal design activities and construction document development.





Caitlin Mildner, AICP Planner

5 Years of Experience

Licenses
Certified Planner, American Institute of Certified Planners (AICP) (#345976)

Education
MS City & Regional Planning, Georgia Institute of Technology
BS Sustainability & the Built Environment, University of Florida

Affiliations
Women's Transportation Seminar, Member
American Planning Association, Member
Young Professionals In Transportation, Member
Association of Pedestrian and Bicycle Professionals, National Capital Region, Member

Caitlin Mildner aspires to create sustainable, safe, and accessible transportation systems for all users. Caitlin's interests in inclusive design, environmental justice, and social equity guide her practice as she aims to advance creative and equitable transportation solutions. Caitlin has been involved in a variety of transportation planning and urban design projects, public engagement, curbside management studies, traffic calming research, and complete streets and bikeway design in major cities across the United States.



Project Experience

City of Boston Traffic Calming On-Call; Boston, MA. Kittelson this contract with the City in support of its Neighborhood Slow Streets Program to develop innovative approaches to neighborhood planning and traffic calming. Caitlin works with City staff to reduce the number and severity of crashes on residential streets, lessen the impact of cut-through traffic, and add to the quality of life in neighborhoods. Caitlin has assisted with project management, geometric roadway conceptual and final design, public outreach, and visualization elements. Caitlin has managed several tasks including quick-build bike lane restriping, speed hump final design plans, and intersection and corridor conceptual design plans.

Orlando Quick-Build Guide and Demonstration; Orlando, FL. Kittelson prepared a web-based and formatted Quick Build Project Guide for the City to enable the implementation of flexible, low-cost installations meant to advance long-term community goals for safer, more inviting public spaces. Caitlin worked with the City designing and installing a pop-up demonstration path for National Bike & Roll to School Day. Caitlin reviewed relevant examples of quick-build guidance, coordinated peer agency outreach, developed a quick-build program in partnership with the City, and wrote and designed the guide materials. She also helped identify, procure, and install materials for the demonstration path installation.

NACTO's 2024 Designing Cities Conference; Miami, FL. Caitlin is working alongside Miami-Dade and NACTO to organize and plan NACTO's 2024 conference in Miami, FL. Caitlin is responsible for managing the development and coordination of over 40, local and regional tours that showcase Miami's walking, biking, and transit infrastructure and highlight quickbuilds throughout Miami-Dade County. Additionally, Kittelson is working with Miami-Dade to design quickbuild bike lanes, intersection safety improvements, and crossing improvements throughout the County, prior to the conference.

Philadelphia Traffic Calming Review Program; Philadelphia, PA. The team worked to evaluate and improve the City's Traffic Calming resident request program. Existing program challenges were examined and identified process solutions through a review of comparable cities and best practice research. Program recommendations focused on system efficiencies, quick build improvements, and updated program guidance to fit the urban context. Caitlin led the research and review of traffic calming programs across the country, including leading interviews with traffic calming directors in Boston, Chicago, New York, Baltimore, and Minneapolis.

Anchorage Protected Bike Lanes Pilot; Anchorage, AK. Caitlin is working with the State of Alaska's Department of Transportation and Public Facilities to design, develop, and oversee the temporary installation of protected bike lanes along two streets in Anchorage. Caitlin is involved in the planning and development of conceptual designs for these pop-up bike lanes and is working alongside the City to field test non-motorized protection in order to inform future planning, policy and transportation projects in a low-cost and quick-build context.



Allison Woodworth
Planner

5 Years of Experience

Education
BA Urban Studies, Brown University

Allison Woodworth is a transportation planner with over five years of planning and project management experience. Most recently, she was an Associate Regional Planner at the San Diego Association of Governments (SANDAG) where she fostered partner relationships, co-led the development of the 2021 Regional Transportation Plan online project viewer, and managed the agency's Park & Ride network. While transit planning is her main focus, Allison is expanding her portfolio at Kittelson to include her wider range of passions around mobility justice, bike/ped planning, circulation studies, and other planning projects.

Project Experience

City of Orlando Quick Build Guide; Orlando, FL. Kittelson developed Orlando-specific guidelines for quick build pedestrian and bicycle projects. The Guidelines provide information on the process, materials, and applicable contexts for implementing Quick Build projects, sometimes known as "Tactical Urbanism. Allison conducted a literature review, presented results, and supported the development of the Orlando Quick Build guide.

San Francisco Municipal Transportation Agency (SFMTA) Slow Streets Support; San Francisco, CA. As a task order under an on-call contract with SFMTA, Kittelson is leading consultant support for the Slow Streets Program efforts to convert the temporary treatments into longer term designs for the 24 corridors identified as slow streets. Kittelson's role on the project includes data collection and evaluation, concept design development, survey development, survey distribution and analysis, as well as support with the communications strategy and community engagement. Allison researched and summarized the characteristics of permanent slow streets programs in the United States.

Sacramento Neighborhood Connections Plan; Sacramento, CA. Kittelson is leading the development of a citywide network of low speed neighborhood connections for nonmotorized travel in Sacramento, aiming to improve travel options, connectivity, and street safety through technical analysis, community engagement, and conceptual design. Allison contributed to network development by identifying projects based on an analysis of neighborhood serving destinations and low stress routes that shape the 15-Minute Network for all ages and abilities.

Beverly Hills Transit Needs Assessment; Beverly Hills, CA. Kittelson led a transit needs assessment study to determine whether current and future planned transit services are sufficient to support the needs of Beverly Hills residents, workers, and visitors. Allison provided prepared engagement materials including an online map and survey, supported public meetings, and analyzed results.

Sisters East Portal Multimodal Transportation Hub; Sisters, OR. Kittelson and the City of Sisters are developing a conceptual master plan for the East Portal Mobility Hub. The site is at the epicenter of a converging local street, bicycle, and pedestrian network that provides direct access to regional highways, adjacent bike and walking trails, and commercial and residential uses to the west and east. Allison provided planning and outreach support.





**Marissa
Tucker-
Borquez**
Planner

5 Years of Experience

Licenses

Certificate in GIScience, San Diego State University

Education

Master in City Planning San Diego State University
BS Mechanical Engineering, University of California, Davis

Affiliations

American Planning Association

Women in Transportation Science

Association of Pedestrian and Bicycle Professionals

Marissa Tucker-Borquez is a planner with a passion for systemic safety and multimodal designs. She recently earned a master's degree in city planning with an emphasis in active transportation. Armed with a GIScience certificate and undergraduate degree in engineering, Marissa believes that technology and data-driven analysis paired with local knowledge and street context can bring forth pragmatic solutions to the most complex transportation challenges. She considers every project an opportunity to increase safety for all road users and expand accessibility while maintaining efficiency.

Project Experience

City of San Antonio Bike Plan Update; San Antonio, TX. Kittelson is providing services for this citywide inventory, assessment, bike network, and design guidance project. The Plan will develop a phased improvement action plan to better connect the city's bicycle network. Marissa played a significant role in understanding San Antonio's existing conditions including data collection and analysis using GIS to evaluate census data, Replica, and other data sources. She assessed San Antonio's existing network for bike level of stress, bike accessibility, and existing population and socioeconomic conditions. She also contributed to the Health Impact Assessment by developing and executing a methodology for measuring bike accessibility by different racial and socioeconomic groups to better understand existing system inequities.

City of Sacramento Neighborhood Connections Plan; Sacramento, CA. Kittelson is developing a city-wide, low stress bike and traffic calming network throughout Sacramento to facilitate increased biking and walking mobility throughout neighborhoods. Marissa guided the team on inventorying conditions including existing traffic calming and active transportation infrastructure. She provided technical support as the team evaluated existing conditions and ultimately developed the methodology for identify demographic, transportation, and equity needs. She performed the bike and pedestrian accessibility analyses to identify the level of access residents have to a variety of destinations and ultimately worked to identify gaps in the bike, pedestrian, and slow street network.

City of Mesa Transportation Master Plan Mesa, AZ.

The City is updating their Transportation Master Plan in coordination with concurrent updates to their General Plan, as well as their Transit Plan. Marissa performed the literature review of existing plans and used census data, Replica, and other data sets to understand exiting transportation conditions in Mesa Today. She helped develop and executed the GIS methodology for evaluating bike level of traffic stress and bike accessibility to everyday destinations. Marissa is currently playing a significant role in the identification and development of active transportation projects that include recommended future slow streets and traffic calming opportunities.

Broward MPO Wilton Manors Transportation Master Plan; Wilton Manors, FL.

Marissa played a key role in analyzing the existing condition of the transportation network including using GIS to analyze census data, Replica, and other data sources in addition to performing a field review. Marissa completed bike and pedestrian level of traffic stress and accessibility analysis to understand the current active transportation gaps in Wilton Manors. She was a key participant in the development of a traffic calming treatment toolbox for the City and contributed to the identification and development of projects that slowed streets and provided safe and comfortable routes for people to walk and bike.





Mike Alston,
TE, RSP1
**Senior Engineer/
Planner**

6 Years of Experience

Licenses

Professional (Traffic) Engineer:
CA (#3030)
Certified Road Safety
Professional, Level 1,
Transportation Professional
Certification Board (#140)

Education

MS Civil Engineering
(Transportation), University of
California, Berkeley
Master of City Planning

University of California, Berkeley
BS Civil Engineering, North
Carolina State University

Affiliations

Transportation Research Board,
Committee on Pedestrian
Transportation, ACH-10, Friend
of Committee

Association of Pedestrian
and Bicycle Planners Policy
Committee, Member

Mike Alston has experience in transportation planning, traffic engineering, and pedestrian and bicycle safety. His areas of expertise include systemic crash data analysis; GIS mapping and analysis; intersection operations analysis; planning and project prioritization, including social equity analysis; and safety countermeasure selection. He enjoys working closely with cities and agencies to create safer and more comprehensive environments for all transportation users, especially in the context of project prioritization.

Project Experience

Alameda Citywide Roundabout Analysis; Alameda, CA. Mike was project manager for this task under Kittelson's on-call transportation engineering contract with the City of Alameda. The work constituted a comprehensive effort related to the potential location, design, and implementation of roundabouts throughout the city. Kittelson also conducted alternatives evaluation at two sites, developed preliminary engineering concepts for another two intersections, and assisted the City with review and public engagement. Kittelson developed a concept design for a roundabout and separated multi-use path at the Clement/Tilden intersection and provided design services through final design leading to construction support.

Oakland Active Transportation Program Design; Oakland, CA. Kittelson assisted the City of Oakland with traffic design at a number of locations in support of its active transportation and mobility plans. This contract included conceptual (30%) design for the Laurel Access to Mills, Maxwell Park, and Seminary (LAMMPS) Phase 2 project which would extend a multiuse path and road diet along a 1-mile corridor in East Oakland. For LAMMPS, Kittelson conducted field review, prepared a conceptual base map, developed and submitted 15 and 30% designs, and prepared engineering cost estimates to accompany the designs in support of an Alameda CTC grant application. Kittelson also prepared design plans to help the City implement its Grand Ave Mobility Plan (GAMP). Kittelson validated design decisions by collecting traffic counts over time and conducting traffic analysis to support the design. Kittelson then prepared a 35% design plan for the corridor. Mike served as deputy project manager role, leading the design plans for both corridors.

San Francisco Municipal Transportation Agency (SFMTA), Transportation Planning On-Call Services; San Francisco, CA. Task orders under this contract include transportation planning and engineering services, data analytics, and environmental documentation support. Two such tasks include:

- **Slow Streets Support.** Mike led the consultant design work for the Slow Streets Program efforts to convert the temporary treatments into longer term designs for the 24 corridors identified as slow streets. Kittelson's role on the project includes data collection and evaluation, concept design development, survey development, survey distribution and analysis, as well as support with the communications strategy and community engagement.
- **Ocean Avenue Multimodal Safety Project.** This project resulted in near-term and long-term designs to improve safety, accessibility and comfort for people traveling through the Frida Kahlo Wy/Ocean Ave/Geneva Ave intersection. Kittelson developed conceptual design alternatives that were evaluated against traffic safety, transit priority and reliability, vehicle circulation, and other metrics. Mike led the multimodal evaluation of conceptual alternatives to determine preferred short-term and long-term projects for agency consideration.





Phyllis Huegel, AICP
Principal Planner

16 Years of Experience

Licenses
Certified Planner, American Institute of Certified Planners (AICP) (#318896)

Education
MS Geographic Information Systems, Arizona State University
BS Geography, Arizona State University

Affiliations
American Planning Association
Association of Pedestrian and Bicycle Professionals
Women's Transportation Seminar

Phyllis approaches every project with one goal—to develop realistic, achievable solutions that make it safer and easier for people to travel to the places that matter most to them. Phyllis brings a diverse range of experience in multimodal transportation planning, and her areas of focus include long-range regional planning, active transportation, transit feasibility, roadway safety assessments, GIS data development and analysis, equity planning, and community and stakeholder engagement. She specializes in wading through data to develop meaningful metrics and visualizations that communicate the stories hidden within the numbers.

Project Experience

City of San Antonio Bicycle Network Plan; San Antonio, AZ. Phyllis is currently serving as the Project Manager for this citywide inventory, assessment, bike network, and design guidance project. The Plan will develop a phased improvement action plan to better connect the city's bicycle network. Key elements of the plan include identifying a network of low stress streets to accommodate all users and developing street design guidance for the bike network to incorporate bike facilities and placemaking.

City of Phoenix Key Corridors Master Plan; Phoenix, AZ. As the multimodal planning lead, Phyllis led the active transportation demand assessment, socioeconomic and equity analysis, modal network identification, development of performance metrics to track successes, growth scenarios, needs and gaps assessment, and development of a list of projects. Phyllis was instrumental in conducting and hosting meetings with City of Phoenix staff to determine current multimodal deficiencies and opportunities and to develop a long-range vision for bicycle priority corridors in Phoenix.

Maricopa County DOT Active Transportation Plan; Phoenix, AZ. Phyllis led all planning efforts for this countywide Active Transportation Plan. The plan included a countywide inventory and assessment of multimodal transportation conditions (including infrastructure gaps, safety issues, crossing needs, and multimodal connections), stakeholder outreach and consensus building, and development of GIS-based evaluation and prioritization tool. Phyllis also developed a countywide health, social, and economic equity tool to determine areas of concern underserved by active transportation connection. *Previous employer

City of Glendale Active Transportation Plan; Glendale, AZ. Phyllis served as the project manager for the planning and prioritization of pedestrian, bicycle, and transit access to provide mode choices, fill system gaps, and connect destinations. She collaborated with the stakeholders, the public, and decision makers to create a solution-driven plan that included developing new cross-sections to incorporate bicycle facilities, addressing regional gaps, and creating internal City consensus on improvements. Phyllis also led the public outreach efforts, including pop-up demonstrations and conducting one-on-one surveys traditionally underrepresented areas.*at previous employer

Town of Gilbert Transportation Master Plan and Integrated Trails Master Plan; Gilbert, AZ. Phyllis helped to create framework for improving and enhancing multimodal facilities and connections in and through the Town. As the planning lead, Phyllis has led efforts to develop complete multimodal networks for the Town, modal priority of streets identification, project identification, active transportation demand assessment, socioeconomic and equity analysis, public and community engagement and outreach, gaps assessment, and report documentation.





Susan Mah
Art Director

30 Years of
Experience

Education

BFA, Graphic Design, University
of Central Florida

Affiliations

American Institute of Graphic
Artists, Member

Susan Mah is a talented graphic artist and art director with experience in corporate identity, packaging, print collateral, and advertising. She is highly motivated, creative, and versatile, as well as comfortable with information architecture, project management, and business development. Through leadership, communication, and initiative, Susan is accomplished at incorporating the desires of the client with a superior design solution. She places special emphasis on conceptual design and communication goals along with a high attention to detail. Through exceptional collaborative and interpersonal skills, she is a dynamic team player when working with team members and subordinates. Her inventive creativity is evident in her extensive layout and design work. She has a passion for designing products that satisfy the client and directly relate to the target market.



Project Experience

2040 Regional Transportation Plan Update; Southeast FL. Kittelson held a Southeast Florida Regional Consultant Support contract for the Palm Beach, Broward, and Miami-Dade MPOs. Kittelson helped develop multiple regional-level tools and products, including the 2035 and 2040 Regional Transportation Plans of Southeast Florida. As art director, Susan designed a plan layout using the project logo as inspiration. The development of informational graphics and illustrations to relay technical data in an eye-catching and easy to understand manner was paramount. Her layout was so well-received it led to a request for additional materials, such as invitations, shirts, and promotional items.

Arlington County Engineering On-Call - Residential Parking Program Graphics Support; Arlington County, VA. Susan led a design charrette with Arlington County staff; developed graphics; and shared a "design kit" with County staff so they could update, modify, or create new parking-related graphics to better engage and relay information to the public.

VDOT TMPD Branding; Statewide, VA. Susan conducted a design charrette with Virginia Department of Transportation (VDOT) Transportation and Mobility Planning Division (TMPD) staff using the visual vocabulary and design inspirations from the meeting to create a logo, report template, and project detail sheet template.

Guidebook for Developing Pedestrian and Bicycle Performance Measures; FHWA. Susan designed an ADA-compliant layout focused on relaying performance measures in a quick and accessible manner. Using colors and shapes, text was portioned into areas for easy reference. The document uses advanced document features such as cross-reference linking while maintaining a graphically strong layout and design.

FDOT Complete Streets Handbook; Statewide, FL. A major focus during the design of this document was the reduction of text and pages. Susan was able to do this through careful arrangement of information using graphical blocking techniques and illustrations where possible. She worked extensively with staff and the client to create a document that met the project's goals.

DDOT Performance Measures Toolbox; Washington, DC. Susan designed a layout to showcase the various elements within each performance measure. The layout she created is a great example of breaking up large bodies of text in a reader friendly manner. The document also utilizes extensive hyperlink capabilities to cross reference the performance measures for ease of use and function.

Boston Planning & Development Agency Alliston-Brighton Mobility Study; Boston, MA. Susan created a custom layout to compliment the client branding. The document design was based on the creative informational boards she designed for public outreach. These designs helped relay a variety of options within a selection of areas. A unique aspect utilized in both the boards and document was a stylized series of typical sections Susan designed.



Peyton Ratto
Transportation
Analyst

1 Years of Experience

Education

MS Civil and Environmental Engineering, California Polytechnic State University, San Luis Obispo
Master of City and Regional Planning with a Specialization in Transportation Planning, California Polytechnic State University, San Luis Obispo
BS, City and Regional Planning, California Polytechnic State University, San Luis Obispo

Peyton works toward helping the public and exploring the interactions between different elements (housing, transportation, public policy) within a city. While at California Polytechnic State University, San Luis Obispo for her thesis, Peyton evaluated the reduction in vehicle miles traveled by built environment factors associated with affordable infill housing. She also co-authored a textbook that will support individuals with undergraduate degrees in planning and other less technical fields that are interested in pursuing transportation careers where background and basic knowledge in engineering may be required. She is experienced in AutoCAD, ArcGIS, Vissim, TransCAD, Adobe Creative Suite, and SketchUp.



Project Experience

Sacramento Neighborhood Connections Plan; Sacramento, CA. Kittelson is leading the development of a citywide network of low speed neighborhood connections for nonmotorized travel in Sacramento, aiming to improve travel options, connectivity, and street safety through technical analysis, community engagement, and conceptual design. Peyton conducted a citywide inventory of current active transportation and traffic calming facilities. She also conducted existing conditions analysis considering multimodal safety, comfort and access to destinations as well as and readiness for low-stress network enhancements. Additionally, she contributed to network development by identifying projects based on an analysis of neighborhood serving destinations and low stress routes that shape the 15-Minute Network for all ages and abilities.

Central Yavapai Metropolitan Planning Organization Active Community Transportation - Unified Plan (ACT-UP); AZ. Kittelson is laying the groundwork for a feasible and implementable action plan to establish a regional active transportation network through ACT-UP, promoting community connectivity, alternative travel options, and addressing regional health, mobility, and equity objectives. Peyton assisted in summarizing the planning context by identifying pertinent plans and standards, ensuring a comprehensive understanding of the identified issues. She contributed to the existing conditions inventory using Replica to map travel patterns. She also conducted a safety assessment analyzing crash data within the CYMPO region to inform the prioritization of pedestrian and bicycle facilities.

Gilbert Trails Right of Way Study; Gilbert, AZ. Kittelson is leading this study to support the Town in completing its trail system, including inventorying existing trail elements and right of way, applying context-sensitive trail typologies, and collaborating with owners to identify implementation strategies. Peyton analyzed trail data to identify needs, gaps, and conditions for each corridor. She identified trail alignments and developed concept designs and typical sections. She compiled an Implementation Playbook detailing maintenance responsibilities, legal requirements, and recommendations for public access, ultimately summarized in the final report alongside ROW analysis, stakeholder coordination, and corridor branding.

Coconut Creek Mobility Hub Master Plan; Coconut Creek, FL. Broward MPO commissioned a study for Coconut Creek to identify mobility improvements and prepare for a future mobility hub, including assessing existing gaps, evaluating development plans for multimodal needs, conducting market assessment for regional connectivity, and developing an interactive toolbox for context-sensitive solutions. Peyton contributed to developing a toolbox that delineated context-sensitive traffic calming measures and other amenities tailored to various street types. Additionally, she assisted in reporting community feedback on prioritized features for their neighborhood enhancements.



K.C. Yellapu,
PE, TE, PTOE
Principal

23 Years of
Experience

Licenses

Professional Engineer in Civil
Engineering, California (CE
75023)
Professional Traffic Operation
Engineer (PTOE)
Professional Engineer in Traffic
Engineering, California (TR 2476)

Education

MS Civil Engineering, University
of Alabama
BS, Civil Engineering, Osmania
University College of Engineering

K.C. Yellapu's professional experience involves completing a wide range of transportation safety, traffic engineering, planning, and design projects in Southern California and the East Coast. He is a safety expert in the industry, conducting several presentations and writing articles related to safety for all modes of transportation. This perspective of user group equitability ensures that roadways are assessed and designed for all. As an LRSP expert, he was invited to present Equity in LRSP topic at the 2022 ITE Western District Conference. His work has included roadways safety assessments, complete streets assessments, active transportation strategies, implementation policies, multimodal analysis, traffic & pedestrian control plans, site access, and circulation review, traffic calming studies, traffic signal design, roadway signing/stripping plans, traffic control plans, and signal timing plans.

K.C. is also assisting with preparing the City of Fullerton Local Road Safety Plan and has worked on several other award-winning safety projects. Having a well-rounded experience in transportation safety, planning, engineering, design, and construction management, K.C. is well-positioned to evaluate the implementability of all recommendations for various safety studies.

County of San Diego Local Roadway Safety Plan. K.C. served as principal-in-charge for this project which involves conducting a holistic systemic safety assessment for the County with focused assessments for each of the 23 unincorporated planning communities listed below. Based on the analysis findings and in-depth assessment of potential human-related risk factors or contributing roadway factors, and input from various stakeholders, the team determined a set of recommended proven countermeasures, policies, and strategies. The team collaborated closely with County staff in the Engineering, Planning, and Public Health departments. These recommendations are consistent with the emphasis areas identified and the 4E approach to roadway safety.

County of San Diego As-Needed Transportation Engineering Services. As project principal, K.C. has been responsible for overseeing all aspects of work performed under the on-call contract. More than 30 task orders have been completed to-date including:

- AB 43 Speed Limit Assessment
- Road Safety Audits
- Truck Corridor Assessment
- Grand Avenue Corridor Study
- Roadway Gap Assessment





Zoubir
Ouadah, PE,
TE
Technical Manager

38 Years of
Experience

Licenses

Professional Engineer in Civil
Engineering, California (CE
42742)
Professional Engineer in Traffic
Engineering, California (TR 1719)

Education

BS, Civil Engineering, San Diego

State University

Affiliations

Transportation Research Board,
Committee on Pedestrian
Transportation, ACH-10, Friend
of Committee

Association of Pedestrian
and Bicycle Planners Policy
Committee, Member

Zoubir has served as traffic engineer for various public agencies including the County of San Diego, City of Poway, and City of Chula Vista throughout his career. He has also served and is serving on various technical and professional transportation organizations including the California Uniform Traffic Control Devices (MUTCD) and the San Diego Regional Standard Drawings. With his experience in the private sector, public sector, and technical committees, Zoubir is well-suited to ensure traffic elements of a conceptual idea are well thought out and construction documents detail the required standards and specifications for a successful project outcome.

Project Experience

2023-Present, County of San Diego "Safety Corridor"; San Diego, CA. Zoubir is providing technical guidance to identify "Safety Corridor" for the County of San Diego in accordance with the current CA. MUTCD and the California Vehicle Code (CVC) Section 22358.7 (AB 43). The safety corridors will be identified based on fatal and serious injuries along the County E&TS segments. The speed limit along these safety corridors will be recommended for speed reduction for up-to 12.4 mph below the prevailing or 85th percentile speed in accordance with AB 1938.

2002-Present, Uniform Traffic Control Devices (NCUTCD) As a member of the NCUTCD, Zoubir participates on a regular basis in the forefront discussion on setting speed limits and the appropriate guidelines for the MUTCD.

2017-2022, California Traffic Control Devices Committee. Zoubir was an alternate member of the California Traffic Control Devices Committee (CTCDC) representing the southern California Counties. Mr. Ouadah was selected by the CTCDC to be a member of a task force to draft new Ca MUTCD guidelines on setting speed limits based on AB 43 for the CTCDC to approve and incorporate in the Ca. MUTCD.

2015-2022, San Diego County Traffic Engineer. As San Diego County Traffic Engineer, Zoubir certified all County E&T surveys. He presented each survey to the County Traffic Advisory Committee before the Board of Supervisors adoption. Due to the desire of the Communities and the Board of Supervisors, Zoubir was the key staff to recommend speed reduction based on existing conditions, roadway safety and roadway function.





Erika Carino
PE, RSP1
Transportation
Engineer

10 Years of Experience

Licenses
Professional Engineer in Civil Engineering, California (90072)
Road Safety Professional 1 (532)

Education
MS Civil Engineering, San Diego State University
BS, Civil Engineering, San Diego State University

Erika Carino’s professional experience includes the completion of a broad range of transportation planning and design projects. Erika has conducted studies in several jurisdictions throughout southern California, including projects for both public agency and private sector clients. She has personally assisted in the preparation of several transportation impact studies and their subsequent integration into environmental impact reports (EIRs) as well as traffic design plans and their inclusion into an improvement plan set.

Erika has managed projects involving signal operations, roadway safety, on-call services, and access/circulation. She recently completed a local roadway safety plan for the County of San Diego, that included the Healthy Places Index in the prioritization process to factor in equity and health in transportation.

Erika was involved in the following notable projects:

- County of San Diego Safety Corridors and High Concentrations of Ped/Bike Corridors for Setting Speed Reductions
- City of Solana Beach E&TS
- County of San Diego Local Roadway Safety Plan
- UCSD Traffic Calming (Several Roadways)
- RaDD Transportation Demand Management Plan
- Main Street Complete Streets
- 2 America Plaza TIA





Julio Fuentes
Project Manager

34 Years of
Experience

Education
BS, Civil Engineering, University
of New Orleans

Julio Fuentes has extensive planning, design, and management experience in traffic engineering, roadway design, and related project development.

Julio was a Deputy City Engineer/Senior Traffic Engineer with the City of San Diego for 34 years and has extensive experience and expertise with all aspects of Traffic Safety and Traffic Operations.

Project Experience

City of San Diego, Systemic Safety Analysis Report; San Diego, CA. Julio led the completion of the City's Systemic Safety Analysis Report Program (SSARP). The new safety analysis methodology included developing and implementing strategies in the areas of engineering, enforcement, and education. A key element involved using a data-driven approach to select projects with the greatest safety benefit. The Safe Transportation Research and Education Center at the University of California, Berkeley, assisted with developing the SSARP, which included standardizing processes to perform crash analyses, identifying safety issues, and developing a list of low-cost, proven safety countermeasures. The systemic safety approach evaluated the City's entire roadway network, rather than individual high-crash locations, and identified high-risk roadway features correlated with common crash types. The SSARP is equivalent to a local road safety plan. Served as project lead for all technical aspects of the project.

University Avenue Complete Street Phase 1 San Diego, CA. Julio led the traffic analysis, alternatives identification, community outreach, scoping, cost estimating, and preliminary engineering for the University Avenue Complete Street Phase 1. This was the first Vision Zero project in the city of San Diego to provide increased safety on University Avenue between Fairmount Avenue and Euclid Avenue. This street segment is considered the highest pedestrian injury crash corridor in San Diego. The project involved removing two traffic signals and installing three roundabouts and medians with enhanced pedestrian crossings. The project also included new pavement, wider sidewalks, and trees along this portion of University Avenue. The preliminary engineering design included considerations such as roundabout horizontal layout, road diet, median installation, transit, and commercial and emergency vehicle access. The project was awarded a \$6 million Highway Safety Improvement Program Grant from the California Department of Transportation. Responsible for leading the grant application process and all technical aspects of the project.





**BRIAN
GAZE, AICP**
Project Director

16 Years of
Experience

Licenses
American Institute of Certified
Planners

Education

Master of City Planning, San
Diego State University
BA, Communications, University
of California, San Diego

Project Experience

City of El Monte – Vision Zero Action Plan Sidewalk Inventory and Repair Program, Project Director.

Eviri surveyed 300 miles of sidewalk in the City of El Monte, CA. to facilitate the implementation of the City of El Monte's Vision Zero Action Plan (VZAP), which addresses multiple public-facing infrastructure challenges to reduce traffic accidents involving pedestrians and cyclists. Following the initial sidewalk survey, Eviri was contracted to continue providing GIS services for the City of El Monte, analyzing collision data, identifying related public safety hazards and developing an approach for implementing appropriate countermeasures. Through the creation of collision heat maps, project dashboards and online web maps, Eviri provided conceptual GIS visualizations illustrating "hot spot" locations for proposed safety programs. In addition, Eviri's custom dashboards provided project stakeholders with a comprehensive summary of data collected throughout the development of the Vision Zero Action Plan, enabling their ability to communicate high-level project information. Eviri provided recommendations based upon research for similar projects and programs across the country, as well as an analysis of effective measures already implemented, through a cost-benefit assessment.

San Diego Housing Commission – Utility Vacancy Analysis, Project Director.

Eviri was the GIS analyst for this project that examined extensive billing histories, electric and gas utility usage, and property records to attempt to quantify the percentage and location of vacant units in the City of San Diego. The effort involved geolocating of several million utility records and developing a typical usage pattern for each service point, then conducting a regression analysis to identify extended periods of exceptionally low usage. The results were plotted on a WebGIS exhibit, along with detailed methodology documentation and summary reporting. Findings were then shared with the San Diego Housing Commission and local elected officials for policy recommendations.

Pacific Gas & Electric (PG&E) – LED Streetlight Upgrade Program, Project Director.

Brian serves as the Project Director on all streetlight inventories and LED Installation Projects across the PG&E service area. He has worked with PG&E staff to identify areas of need, coordinate with municipal governments to standardize data submission requirements, designed and implemented field audit and LED Installation system, trained installation contractors to use GIS app to update as-builts, and updated billing files with collected data.

City of Philadelphia – Streetlight Inventory, Project Director.

Brian served as the Project Director for this project, which involved inventorying over 130,000 fixtures citywide throughout the City of Philadelphia. In addition to the inventory effort, Brian led Eviri's role in the community engagement aspect of the project, including a trial installation effort at 15 locations citywide, which solicited feedback from community members, developed priority locations for implementation based the City's Vision Zero High Injury Network, and identified communities of concern slated for additional "boosting" of light levels. Following a successful audit and design phases, the project is scheduled to begin construction in 2023.





Nick Mesler,
PE, TE
Engineering
Technician

8 Years of Experience

Licenses
 Registered Professional Engineer (Civil Engineering), Washington (#23027980), Oregon (99198PE)
 Community Friendly Lighting Certified
 ITE Signalized Intersections Program Certificate (2021)
 FAA Part 107 Small Unmanned Aircraft System Pilot (4513567)

Education
 BS, Civil Engineering, San Diego State University

Affiliations
 IES Roadway Lighting Committee Advisor
 IES Outdoor Nighttime Environment Committee Voting Member

Project Experience

City of Albany, CA - Citywide Streetlight Evaluation. Nick oversaw the audit of over 800 streetlights within the City of Albany. Nick executed a data collection systems architecture and created various client-facing dashboards as well as editable web maps designed to facilitate the efficient review of streetlight assets to determine ownership and quality control. Nick hosted meetings with representatives from the City of Albany to confirm data requirements and collection methods. The citywide evaluation of street lighting included an in-person public engagement session with education of street lighting, a walking tour of the existing infrastructure, and a real-time demonstration of lighting control systems to gauge community input on preferred dimming and color temperature.

City of Santa Ana, CA - Streetlighting Master Plan. Nick directed a comprehensive approach to maximize the effectiveness of the City's streetlighting infrastructure. This involved overseeing tasks such as conducting a field inventory of over 16,000 assets, rectifying existing data gaps in the streetlight database. The project include a Needs Assessment Analysis, utilizing GIS-based Photometric Analyses across 20 different planning-level metrics to prioritize areas in need. This effort included the development of EvariLUX webscenes, performing in-depth lighting calculations across the entire City, in accordance to IES RP-8-22 standards, and assessing the safety and reliability of the system. Nick developed a prioritization system, integrating data-driven metrics encompassing safety, equity, reliability, and responsible lighting, utilizing diverse parameters from collision rates to environmental considerations. This holistic strategy aimed to create a resilient and efficient streetlighting system tailored to the unique needs of the City of Santa Ana.

City of San Diego, CA - Vision Zero Plan & Systemic Safety Analysis Report Program (SSARP). Nick assisted with the identification of systemic, low-cost countermeasures and developing planning level cost estimates for the City of San Diego's initial Systemic Safety Analysis Report Program (SSARP). The SSARP serves to formalize a process for performing multimodal collisions analyses to identify roadway network safety issues and recommend systemwide countermeasures. The project involved conducting a detailed collision analysis coupled with roadway characteristic data collection at each collision location. This information was used to populate a matrix that helps identify potential trends and environmental characteristics that may influence collisions.

County of San Diego, CA - County Road Reviews. Nick provided traffic engineering services to support the County of San Diego's traffic engineering department perform a road review along two corridors: South Grade Road and Pala Temecula Road. Each review focuses on evaluating five years of collision history, GIS-based roadway inventory and data collection, analyzing existing roadway conditions, and performing an analysis of the roadways using the AASHTO Interactive Highway Safety Design Model (IHSDM). Each model is calibrated to prepare a baseline existing conditions collision rate as well as predictive collision rate through the variation of site-specific mitigation measures.





**Arash
Afghahi**
GIS Analyst

4 Years of
Experience

Licenses

FAA Remote Pilot License
OSHA Hazardous Waste and
Operations Certification

Education

BS, Geography and
Environmental Planning, Towson
University

Arash Afghahi has gained GIS experience in gathering and managing field data to support stormwater management, water resource protection, and utility infrastructure. Arash joined the Operations Team in 2022 to assist with QA/QC, spatial data management and analysis, project management, and innovating new ways to improve company processes.

Project Experience

Clanton & Associates - City of Santa Ana Streetlighting Master Plan. Arash is managing the inventory of over 16,000 streetlight inventory for Clanton & Associates as part of a Streetlight Master Planning project for the City of Santa Ana. Arash managed a field collection team of over 7 field technicians while ensuring any data collected was at its highest level of quality. Arash designed training and assessment materials to ensure staff are accurate, efficient, and safe in the field. He also managed desktop technicians to perform various data QA/QC processes in the most efficient manner possible without sacrificing data quality. To do this he developed several web-based applications for desktop technicians to use with ease. Arash also created developed web-based applications for city staff to review project progress as well as any hazardous streetlights found in the field. Arash will assist in the development of creating a digital model of the city's current streetlighting system using EvarILUX. Arash will use this model to develop a series of maps and narratives in relation to various contexts to aid in the city's decision making.

City of San Diego, CA - As-Needed Traffic Engineering Support for Community Plan Updates. Analyzed bicycle routes in the San Diego University district for the purpose of assigning a traffic stress score based on BLTS and PEQE standards for each applicable roadway segment. Created an environment to facilitate the analysis in ArcGIS and transfer of data to Excel. Made and tracked changes based on feedback and delivered to the client the final analysis as a data table and an ArcGIS map package.

City of El Monte, CA - Sidewalk Improvement Web Mapping. Provided support in the development of a web-based GIS inspection tool to track the status of 25,000 sidewalk panel repairs with photo documentation. Arash provided on-site training to City staff to demonstrate the application's capabilities and functions. Arash continued to coordinate with city staff to ensure the inspection tool was tailored to meet client standards as best as possible.

Alameda County, CA - Streetlight Inventory. Arash managed the inventory of over 48,000 streetlights for Pacific Gas & Electric in the Alameda County, CA area. Arash managed a field collection team of over 20 field technicians while ensuring any data collected was at its highest level of quality. Arash consistently hosted meetings with PG&E staff to confirm data requirements, data collection methods, and provide intermediate sample datasets. Arash designed training and assessment materials to ensure staff are accurate, efficient, and safe in the field. He also managed 10 desktop technicians to perform various data QA/QC processes in the most efficient manner possible without sacrificing data quality.





Kristen Byrne
Community
Engagement

20 Years of
Experience

Licenses

IAP2, Certification for Public Participation from the International Association for Public Participation

Education

BA, Political Science; University of California, Santa Barbara

Kristen Byrne, Principal of Byrne Communications Consulting, specializes in developing strategies for community outreach, public involvement, government relations and communications. She has advised a wide range of companies, institutions and agencies on effective ways to engage community and government stakeholders to benefit their projects and initiatives. She has worked with some of San Diego's most notable organizations on high-profile projects, including SANDAG's Mid-Coast Trolley Project, San Diego Zoo's Park Boulevard Promenade project, Salk Institute Master Plan Update, and SDSU's Campus Master Plan Update. Prior to founding Byrne Communications, she was a Senior Strategist and Vice President for MJE Marketing, a leading marketing and public affairs firm in San Diego. Byrne started her career in public affairs as a Council Representative for a member of the San Diego City Council. A native San Diegan, she has been active in the community for a number of years. She has served as a volunteer for the Girl Scouts, San Diego-Imperial Council, a board member of the San Diego County Taxpayers Association, and a member of the International Association for Public Participation.

Project Experience

SANDAG: Regional Mobility Hubs Implementation Strategy, San Diego, CA. As a subconsultant, Byrne led the public outreach effort to support the Regional Mobility Hubs Implementation Strategy, an effort to identify priority locations and prototype designs for mobility hubs in San Diego and Imperial Counties. She worked with the client to develop an online engagement tool to seek input on mobility hub criteria, amenities, and locations; coordinated and facilitated a workshop of key agency stakeholders (Imperial County); coordinated a series of "pop-up" outreach events (Imperial County); and conducted a series of interviews to seek input about mobility hub design elements from transportation service providers. The strategy resulted in the identification of three locations in Imperial County and eight locations in San Diego County for which prototype designs will be created.

MTS: America Plaza/Santa Fe Depot Pedestrian Enhancement Project. As a subconsultant, Byrne led the public outreach and communications effort for the America Plaza/Santa Fe Depot Pedestrian Enhancement Project. The objective of this project is to develop a plan to improve pedestrian connections between these two transit stations to create a more functional and inviting transportation hub. Byrne developed the public outreach plan, identified key stakeholders to involve in the process, and developed project messages. She coordinated a series of public workshops to gain input from property owners, employees, commuters, and residents, as well as stakeholder meetings that focused on issues specific to stakeholders in the immediate vicinity. She also developed content for the project website and provided input on public materials. The project will result in a recommended plan to move forward to construction.

BYRNE COMMUNICATIONS



JON SCHMID
Community
Engagement

20 Years of
Experience

Education

Master's Degree in Journalism,
University of Missouri (1993)
Bachelor's Degree in History and
Political Science, Point Loma
College (1988)

Jon has more than two decades experience as a public relations professional and community engagement expert. In his prior career as a print journalist at one of the largest metro daily newspapers in the country, Jon honed his skills in listening, drawing out important information from key stakeholders, and analyzing and synthesizing information from a range of sources. Jon was nominated twice for a Pulitzer Prize for investigative reporting. He was a pioneer in "community journalism," whereby the media held meetings to engage directly with the public on important issues. Building on his experience as a journalist, Jon has successfully led teams that have fostered meaningful dialogues designed to move important issues forward while addressing community concerns. Jon has significant experience working with communities region wide to gather input to inform plans and strategies for public works. Projects he has led include developing the vision and guiding principles for the Port Master Plan, significant and often controversial infrastructure projects, such as the Ocean Beach Pier Renewal Project, permanent supportive housing, affordable housing, water conservation, and other issues rail and other transportation projects, including the Mission Valley East Trolley Extension, and the SHIFT Blue Line. Jon served as Vice President of C-3 San Diego and as President of the San Diego chapter of Lambda Alpha, an invitation-only land-use economics society. He currently serves on the Regional Design Advisory Council of the AIA and the Chamber's Land Use and Infrastructure committee.

Project Experience

Cook + Schmid - San Diego, CA. As President & CEO Jon is responsible for strategic direction and business development of Cook + Schmid as well as client service. He manages client accounts ranging from privately and publicly held companies to large public works projects and non-profits. Jon achieved significant and measurable engagement with underserved communities on important regional projects and manages highly sensitive programs. He effectively engages with communities to capture public input for collaborative planning and to increase support.

- Winner of five Public Relations Society of America Silver Anvils, the industry's highest national honor for strategic programs
- Community involvement includes: 2023 Vice President C-3 San Diego; 2023 President LAI San Diego; 2010 - Present Chamber Land Use Committee; member APWA, ULI; board seats with the San Diego Natural History Museum, San Diego Maritime Museum, San Diego Taxpayers Association; graduate of LEAD San Diego

Cook + Schmid



ELSA SEVILLA Community Engagement

8 Years of Experience

Licenses

IAP2, Certification for Public Participation from the International Association for Public Participation

Education

BA, Political Science; University of California, Santa Barbara

Elsa leverages her experience as a broadcast journalist, communications director for a City Councilmember, and active Chicana community member to develop and implement programs that communicate clearly and build trusted relationships with stakeholders. Born in Tijuana and raised on both sides of the border in San Diego, Elsa is a three-time Emmy nominee, and acclaimed journalist and documentarian. She began her career at KGTV-10 and advanced from an assignment desk editor to writer to field reporter, where she worked for 17 years. During this time, Elsa also produced captivating video stories for KPBS-TV since 1998, earning two Emmy nominations for her work. Working on a freelance basis, Elsa worked with Harpo Studios, Good Morning America, ABC News, Nightline, TV Japan, and the History Channel, to name a few. Actively engaged in the community to advance Latina's representation in the media and across all professional fields, Elsa served on the Chicano News Media Association Board as Vice President, MANA de San Diego Board, and as a Governor of the National Academy of Television, Arts & Sciences (NATAS or Emmys). Beyond professional success and community involvement, Elsa has earned prestigious accolades, including recognition from the National Association of Women Business Owners (NAWBO), San Diego Union-Tribune Women In Business Awards, MANA de San Diego Women in Media Award, and the Super Her MANA Award in recognition of her outstanding contributions to uplifting and empowering women in San Diego since 1997.

Project Experience

Cook + Schmid - San Diego, CA. As Director, Elsa has been responsible for the management and communications support for the following projects:

- Civic Center Revitalization
- Ocean Beach Pier Renewal
- Oceanside Pier Bridge

City of San Diego, Office of Councilmember Jennifer Campbell, District 2. Director of Communications. Planned, developed, and executed a successful strategic communications and public relations plan for District 2 office. Led collaborations and organized news conferences with City Council, County, State, and Federal offices. Navigated the media landscape through speech writing, news conferences, media interviews, releases, and statements. Strengthened brand presence on social media, newsletters, website, and pamphlets. Cultivated strong media relationships, crafted speaking points, speeches, and provided media training for the Councilmember. Elsa's key strengths include: strategic thinking, excellent writing and editing skills, and building relationships with key stakeholders.





JAMIE FONG
Community
Engagement

4 Years of Experience

Education

Southwestern College, Chula
Vista, CA
University of California San
Diego, San Diego, CA

Jaime works directly with the team to help manage day-to-day planning and implementation of campaigns and oversee junior staff as well as subcontractors. He is a specialist in community relations who has extensive experience working with both public and private clients. He has more than seven years of experience supporting communications initiatives, managing public inquiries, conducting mark research, and working in the field directly with communities to support large and small-scale engineering and construction projects for the City of San Diego's Capital Improvement Programs and the County of San Diego. **For the past five years he has managed outreach for the West Mission Bay Drive Bridge Replacement Project, the largest bridge replacement in San Diego's history.** He also worked with San Diego County Behavioral Health Services to overcome local community opposition to several mental health facilities being built as part of the County's Continuum of Care strategy. He has led numerous City of San Diego CIPs involving water and/or sewer operations, and he has been instrumental in the execution of the Ocean Beach Pier Renewal Project public outreach.

Project Experience

Cook + Schmid - San Diego, CA. As Community Outreach Officer, Jamie is responsible for the following:

- Support all community outreach programs, including public engagement programs, noticing for construction projects, and tracking and responding to business and resident inquiries.
- Coordinate public engagement events and support efforts to capture public input.
- Implement public engagement and community outreach projects including the West Mission Bay Drive Bridge Replacement Project, multiple Sewer & AC Water City Capital Improvement Programs (CIPs), SANDAG Regional Transportation Study and the Port of San Diego Harbor Drive Multimodal Corridor Study.
- Produces data and metrics to create efficient plans for field outreach and operations.
- Creates and assists in various direct-to-consumer advertising such as newsletters, social media postings and other dynamic media.
- Devises photo opportunities for use in social media and other assorted digital marketing platforms.
- Cultivates strong communication with clients by attending weekly and bi-weekly meetings to ensure goals and ambitions are met.

County of San Diego

- East Region Crisis Stabilization Unit and Recovery Bridge Center
- Tri-City Psychiatric Health Facility
- San Diego County Water Authority - Agua Pura Directamente de la Llave

Port of San Diego

- Harbor Drive Multimodal Corridor Study

Cook + Schmid

Exceptions

Kittelson requests the following changes are made to the contract language upon any contract award:

[REDACTED]

[REDACTED]



Purchasing & Contracting Department

April 18, 2024

VIA EMAIL TO: mloomis@kittelson.com

Mr. Mychal Loomis, Project Manager
Kittelson & Associates, Inc.
750 The City Drive Suite 410
Orange, CA 92868

Reference: Request for Proposal (RFP) 10090061-24-C, Safe Streets For All Action Plan
Management, Monitoring and Reporting

Dear Mr. Loomis:

Subject: Exceptions

This letter confirms our agreement to modify the terms of the above-referenced solicitation and the Contract relating to the above-referenced solicitation. The Parties agree to the following Exceptions as follows:

1. The City agrees to add the following sentence to Exhibit C, City's General Contract Terms and Conditions, 7.1 Indemnification:

Notwithstanding the foregoing, to the extent Contractor is a "design professional" as defined under California Civil Code section 2782.8, Contractor's indemnification and defense obligations are limited as set forth therein.

2. The City rejects Kittelson & Associates, Inc.'s request to modify Exhibit C, City's General Contract Terms and Provisions, 7.2.5.1 Additional Insured Status.

Please indicate your agreement with the above by signing the bottom of this letter. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink that reads "Taylor Cox".

Taylor Cox
Senior Procurement Contracting Officer, Purchasing & Contracting

April 18, 2024
Page 2 of 2

This Letter is executed by the City and Contractor acting by and through their authorized officers.

Kittelson & Associates, Inc.

By: DocuSigned by:
Vamshi Yellisetty
8543714D14B64BA...

Name: Vamshi Yellisetty

Title: Senior Principal Engineer

Date: 6/6/2024

THE CITY OF SAN DIEGO

By: C. Abarca

Name: Claudia C. Abarca

Title: Director, Purchasing & Contracting

Date: June 14, 2024

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT PROGRAM TERMS AND CONDITIONS

The firm contracting with the City of San Diego shall comply with all the following requirements. If there are other provisions in the Agreement that address the same subjects as this Exhibit, the Consultant shall comply with both provisions, with the more stringent requirements controlling. If there is a direct conflict between the Agreement and this Exhibit, the requirements of this Exhibit shall control in order to preserve the City's eligibility to receive financial assistance.

EXHIBIT D

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT PROGRAM: FHWA PROJECTS

Revision date: February 8, 2023

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) established the Safe Streets and Roads for All (SS4A) Discretionary Grant Program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of BIL to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2022 for the SS4A Discretionary Grant Program (87 Fed. Reg. 31606 (May 24, 2022; subsequently amended in 87 Fed. Reg. 47818 on August 4, 2022)).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2022 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through D are project-specific attachments.

ARTICLE 7 PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “**FHWA**”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

8.2 USDOT Program Contacts.

FHWA Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2201

and

[enter FHWA Division Office lead point of contact]
[enter address]
[enter email address]
[enter telephone]

**ARTICLE 9
RECIPIENT ROLE**

9.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) It has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable.
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient’s jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT’s selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient’s compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 CFR 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient’s performance under this agreement without written approval of the USDOT.

- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.4 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.3.

ARTICLE 10 AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in Section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates for the period of performance listed in section 2.3 of the grant agreement.

10.3 Budget Period

The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

- (a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Section 2.3.
- (b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 11 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:

- (1) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
- (2) a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.3.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project’s budget to the amounts listed in section 3.3:
 - (1) the “Non-Federal Funds” amount decreases; or
 - (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section

11.4(d) or the USDOT does not accept the Recipient's proposal under section 11.4(d), then:

- (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and
- (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SS4A Action Plan or Implementation Grant Amount" and the "Other Federal Funds" amounts that are listed in section 3.3.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900-999).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12 GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0520.

ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

- 13.1 Quarterly Program Performance Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report in the format and with the content described in Exhibit C (SF-PPR). If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Project Progress Report in the second calendar year that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year, the Recipient shall submit a Federal Financial Report using SF-425.

ARTICLE 14 PERFORMANCE REPORTING

- 14.1 Baseline Performance Measurement.** If the Designation in Section 2.5 is “Implementation,” then:
- (1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
 - (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.
- 14.2 Section 24112(h) Report:** The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report that describes, consistent with section 24112(g) of BIL:
- (1) the costs of carrying out the project;
 - (2) the outcomes and benefits that each eligible project generated as identified in the grant application and measured by data to the maximum extent practicable (i.e. number of fatalities and serious injuries that occurred within the limits of the project location); and
 - (3) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure that is identified in the Performance Measure Table in Attachment A, not later than January 31 of each year that follows a calendar year within the period of performance during which data was collected, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15 NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;

- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 15.1(b); or
 - (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

15.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.2 table (a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT’s ability to terminate this agreement as a remedy under section 15.2.

- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2022 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2022” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2022” in column c (“Additional Award Identification”).

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Primarily iron or steel” means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

“**Project**” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

- (a) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

- 18.2 Small and Disadvantaged Business Requirements.** The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).
- 18.3 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 CFR 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.
- 18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.
- 18.6 Recipient Responsibilities For Subawards.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.
- 18.7 Subaward and Contract Authorization.**

If the USDOT Office for Subaward and Contract Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient shall obtain prior written approval from the USDOT agreement officer for the subaward or contracting out of any work under this agreement for Action Plan awards. This provision does not apply to the acquisition of supplies, material, equipment or general support services. That approval will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer’s concurrence on that determination.

ARTICLE 19 COSTS, PAYMENTS, AND UNEXPENDED FUNDS

- 19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for

payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.
- (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval pre-award costs under 2 C.F.R. 200.458. pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures

- (a) If the USDOT Payment System identified in section 5.2 is “DELPHI eInvoicing,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 270 (Request for Advance or Reimbursement), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is “DELPHI eInvoicing,” then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 20 LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21 AGREEMENT MODIFICATIONS

21.1 Bilateral Modifications. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications.

- (a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.

21.3 USDOT Unilateral Modifications.

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

22.1 Climate Change and Environmental Justice. Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 23
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

23.1 Racial Equity and Barriers to Opportunity. Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 24
**FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL
POLICY REQUIREMENTS**

24.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

24.2 Federal Law and Public Policy Requirements.

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

24.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

24.4 History of Performance. Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient’s performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

24.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a “grantee” within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

24.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R. 175.15(b): Trafficking in Persons; and
 - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
 - (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
 - (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
 - (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

24.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 25 ASSIGNMENT

25.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26 WAIVER

26.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS

27.1 Effect of Action Plan or Implementation Plan. Based on information that the Recipient provided to the USDOT, including the Technical Application, at indicated in section 2.5, this agreement designates this award as an Action Plan award or a Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

27.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

27.3 Environmental Review

(a) In this section, “**Environmental Review Entity**” means:

- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

- (2) for all other cases, the FHWA.
- (b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
- (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
 - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
- (1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
- (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.4 Railroad Coordination. If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

27.5 Relocation and Real Property Acquisition.

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

27.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 27.6 for all tiers of subawards under this award.

**ARTICLE 28
MANDATORY AWARD INFORMATION**

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 30.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

**ARTICLE 29
CONSTRUCTION AND DEFINITIONS**

29.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Racial Equity and Barriers to Opportunity
Attachment D	Climate Change and Environmental Justice Impacts
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience

29.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 SS4A Grant Program”, dated February 8, 2023, and available at [URL to be inserted when posted online], are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

29.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

“**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement, including article 3 and Attachments A–D.

“**SS4A Grant**” means an award of funds that were made available under the NOFO.

“**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 30
AGREEMENT EXECUTION AND EFFECTIVE DATE

- 30.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 30.2 Effective Date.** The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

Safe Streets For All Action Plan Management, Monitoring and Reporting

B. BIDDER/PROPOSER INFORMATION:

Kittelson & Associates, Inc.

Legal Name	San Diego	DBA	
3919 30th Street, Suite 107	City	CA	92104
Street Address	(714) 468-1180	State	Zip
Mychal Loomis, Associate Engineer	Phone	Fax	
Contact Person, Title			

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

Additional personnel provided in Attachment A.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Mychal Loomis	Associate Engineer
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
N/A	
Interest in the transaction	

Vamshi Yellsetty	Senior Principal Planner
Name	Title/Position
Tempe, AZ	
City and State of Residence	Employer (if different than Bidder/Proposer)
N/A	
Interest in the transaction	

Chris Romano	Associate Planner
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
N/A	
Interest in the transaction	

Conor Semler	Principal Planner
Name	Title/Position
Medford, MA	
City and State of Residence	Employer (if different than Bidder/Proposer)
N/A	
Interest in the transaction	

Bridger Helm	Engineering Associate
Name	Title/Position
Phoenix, AZ	
City and State of Residence	Employer (if different than Bidder/Proposer)
N/A	
Interest in the transaction	

Caitlin Mildner	Planner
Name	Title/Position
Washington, DC	
City and State of Residence	Employer (if different than Bidder/Proposer)
N/A	
Interest in the transaction	

Allison Woodworth	Planner
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
N/A	
Interest in the transaction	

Marissa Tucker-Borquez	Planner
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
N/A	
Interest in the transaction	

Mike Alston	Senior Planner/Engineer
Name	Title/Position
Oakland, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
N/A	
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 01/04/1988 State of incorporation: Oregon

List corporation's current officers: President: _____
 Vice Pres: _____
 Secretary: _____
 Treasurer: _____

List provided in Attachment A.

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: 10/11/1989

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Chase

Point of Contact: Angel Ontiveros

Address: 1211 Sw 5th Ave, Floor 28, Portland, Oregon 97204

Phone Number: (503) 382-1623

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

- 9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2024000289 Year Issued: 2024

F. PERFORMANCE HISTORY:

- 1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

- 2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

- 3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

- 4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

- 5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

- 6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

- 7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Sacramento, CA

Contact Name and Phone Number: Jeff Jelsma, 916-808-5347

Contact Email: jjelsma@cityofsacramento.org

Address: 915 I St, Sacramento, CA 95814

Contract Date: March 1, 2023

Contract Amount: \$ 430,000.00

Requirements of Contract: Sacramento Neighborhood Connections Plan

Company Name: City of Boston, MA

Contact Name and Phone Number: Stefanie Seskin, 617-635-2462

Contact Email: stefanie.seskin@boston.gov

Address: 1 City Hall Square, Boston, MA 02201

Contract Date: November 1, 2021

Contract Amount: \$ 500,000.00

Requirements of Contract: Boston Traffic & Safety Design On-Call: Neighborhood Slow Streets

Company Name: Miami-Dade County, FL

Contact Name and Phone Number: Julian Guevara, 786-469-5675

Contact Email: Julian.Guevara@miamidade.gov

Address: 111 NW 1st St, Miami, FL 33128

Contract Date: September 1, 2023

Contract Amount: \$ 499,927.00

Requirements of Contract: NACTO 2024 Designing Cities Conference

G. COMPLIANCE:

- 1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

- 2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

- 1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

- 2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

- 3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

- 4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?
 Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

- 1. Are you a local business with a physical address within the County of San Diego?
 Yes **No**

- 2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
 Yes **No**

Certification # _____

- 3. Are you certified as any of the following:
 - a. Disabled Veteran Business Enterprise Certification # N/A
 - b. Woman or Minority Owned Business Enterprise Certification # N/A
 - c. Disadvantaged Business Enterprise Certification # N/A

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Additional subcontractors and valid proof of certification provided in Attachment A.

Company Name: Evair GIS Consulting, Inc.
 Address: 3047 University Ave. Ste. 201, San Diego, CA 92104
 Contact Name: Brian Gaze Phone: (858) 215-1163 Email: brian@sdgis.com
 Contractor License No.: N/A DIR Registration No.: PW-LR-1000646994
 Sub-Contract Dollar Amount: \$ 70000/9,830 (per year) \$ 79,830.00 (total contract term)
 Scope of work subcontractor will perform: GIS analysis and innovative outreach
 Identify whether company is a subcontractor or supplier: Subcontractor
 Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
 Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Linscott, Law & Greenspan, Engineers
 Address: 4542 Ruffner Street, Suite 100, San Diego CA 92111
 Contact Name: K.C. Yellapu Phone: (858) 300-8800 Email: yellapu@llgengineers.com
 Contractor License No.: B1984017385 DIR Registration No.: 1000054482
 Sub-Contract Dollar Amount: \$ 60,113/15,030 (per year) \$ 75,143 (total contract term)
 Scope of work subcontractor will perform: Comprehensive Speed Management Plan
 Identify whether company is a subcontractor or supplier: Subcontractor
 Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
 Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Vamshi Yellisetty, Senior Principal

Vamshi Yellisetty

Digitally signed by Vamshi Yellisetty
Date: 2024.02.21 10:23:46 -07'00'

February 21, 2023

Name and Title

Signature

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

B. BIDDER/PROPOSER INFORMATION

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

Name: Phyllis Huegel, AICP Title/Position: Principal Planner

City and State of Residence: Phoenix, AZ

Employer (if different than Bidder/Proposer): Interest in the transaction: N/A

Name: Susan Mah Title/Position: Art Director

City and State of Residence: Winter Springs, FL

Employer (if different than Bidder/Proposer): Interest in the transaction: N/A

Name: Peyton Ratto Title/Position: Transportation Analyst

City and State of Residence: San Diego, CA

Employer (if different than Bidder/Proposer): Interest in the transaction: N/A

- D. Brandon L. Nevers, President, Chief Executive Officer
- Lawrence A. Van Dyke, Vice President, Chief Financial Officer (Kittelsohn does not have a Treasurer)
- Marc. A. Butorac, Vice President, Secretary
- Jane Lim-Yap, Vice President
- Karl A. Passetti, Vice President
- Bailey R. Lozner, Vice President
- David L. Mills, Vice President
- Anthony S. Yi, Vice President
- Bastian J. Schroeder, Vice President

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS

Company Name: Parsons Transportation Group Inc.

Address: 525 B Street, Suite 1600, San Diego CA 92101

Contact Name: Nicole DePuy Phone: (619) 515-5100

Email: Nicole.Depuy@parsons.com

Contractor License No.: N/A DIR Registration No.: 1000008731

Sub-Contract Dollar Amount: \$8,000/22,420 (per year) \$30,420 (total contract term)

Scope of work subcontractor will perform: Consulting Engineering Services

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): Not Certified

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Vamshi Yellsetty, Senior Principal

Vamshi Yellsetty

Digitally signed by Vamshi Yellsetty
Date: 2024.02.21 10:24:30 -07'00'

February 21, 2023

Print Name, Title

Signature

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS

Company Name: Byrne Communications Consulting
 Address: 4311 Del Monte Ave, San Diego, CA 92107-3645
 Contact Name: Kristen Byrne Phone: (619) 208-2499 Email: kristen@byrne-comm.com
 Contractor License No.: N/A DIR Registration No.: N/A
 Sub-Contract Dollar Amount: \$19,000/7,200 (per year) \$26,200 (total contract term)
 Scope of work subcontractor will perform: Public Outreach Services
 Identify whether company is a subcontractor or supplier: Subcontractor
 Certification type (check all that apply): DBE, ELBE

Company Name: Cook + Schmid LLC
 Address: 626 Savoy Street, San Diego, CA 92106
 Contact Name: Jon Schmid Phone: (619) 814-2370 Email: JSchmid@CookandSchmid.com
 Contractor License No.:N/A DIR Registration No.: 1000030490
 Sub-Contract Dollar Amount \$59,190/25,370 (per year) \$84,560 (total contract term)
 Scope of work subcontractor will perform: Public Outreach Services
 Identify whether company is a subcontractor or supplier: Subcontractor
 Certification type (check all that apply): MBE, SLBE, DBE

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Vamshi Yellsetty, Senior Principal

Vamshi Yellisetty

Digitally signed by Vamshi Yellisetty
Date: 2024.02.21 10:25:10 -07'00'

February 21, 2023

Print Name, Title

Signature

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in San Diego Municipal Code Division 36. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Kittelsan + Associates, Inc.

Certified By Melissa Bourquein
Name

Title HR specialist

[Signature]
Signature

Date 2/8/2024



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Kittelson & Associates, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 851 SW 6th Ave Suite 600

City: Portland County: Multnomah State: OR Zip: 97204

Telephone Number: 503-228-5230 Fax Number: _____

Name of Company CEO: Brandon Nevers

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 3919 30th Street Suite 107

City: San Diego County: San Diego State: CA Zip: 92104

Telephone Number: 714-468-1180 Fax Number: _____ Email: _____

Type of Business: Consultant Type of License: _____

The Company has appointed: Kate Sosa

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: 954-653-5629 Fax Number: _____ Email: ksosa@kittelson.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Kittelson & Associates, Inc.
(Firm Name)

Multnomah, Oregon hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 8th day of February, 2024

[Signature]
(Authorized Signature)

Melissa Bourgeois
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Kittelson Associates Inc DATE: 2/7/2024

OFFICE(S) or BRANCH(ES): San Diego COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional	0	0	0	0	0	0	0	0	0	0	2	2	0	1
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	0	0	0	0	0	0	0	0	0	0	2	2	0	1
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 5

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: Kuttelson Associates, Inc. DATE: 2/7/2024

OFFICE(S) or BRANCH(ES): Phoenix AZ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional	0	0	1	0	1	0	0	0	0	0	2	3	0	0
A&F, Science, Computer														
Technical	0	0	0	0	0	0	0	0	0	0	2	0	0	0
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	0	0	1	0	1	0	0	0	0	0	4	3	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 9

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - Page 2

NAME OF FIRM: Kuttelson + Associates Inc. DATE: 2/7/2024

OFFICE(S) or BRANCH(ES): Boston MA COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional	0	1	0	0	1	1	0	0	0	0	5	8	0	1
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	0	1	0	0	1	1	0	0	0	0	5	8	0	1
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Grand Total All Employees 17

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - Page 2

NAME OF FIRM: Kuttelerson + Associates Inc. DATE: 2/7/2024
 OFFICE(S) or BRANCH(ES): Orlando FL COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	0	0	1	0	0	0	0	1	0	0	0
Professional	1	0	2	1	2	4	0	0	0	0	11	6	0	0
A&E, Science, Computer														
Technical	0	0	0	0	0	0	0	0	0	0	2	1	0	0
Sales														
Administrative Support	0	1	0	0	1	1	0	0	0	0	0	0	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	1	2	1	3	6	0	0	0	0	14	7	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees 35

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - Page 2

NAME OF FIRM: Kuttelson + Associates Inc. DATE: 2/7/2024
 OFFICE(S) or BRANCH(ES): Washington DC COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Professional	0	0	1	1	2	0	0	0	0	0	9	3	0	0
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	0	0	1	1	2	0	0	0	0	0	0	9	4	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 17

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT - Page 2

NAME OF FIRM: Kettelson + Associates Inc.

DATE: 2/7/2024

OFFICE(S) or BRANCH(ES): Oakland CA

COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	0	0	0	0	0	0	0	0	0	1	0	0	0
Professional	0	0	1	1	1	4	0	0	0	0	5	3	0	0
A&E, Science, Computer														
Technical	0	0	0	0	1	0	0	0	0	0	0	0	0	0
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	0	1	1	2	4	0	0	0	0	6	3	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 18

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners