CITY OF SAN PABLO AGREEMENT FOR CONSULTING SERVICES

Project No.0900/ Agreement No. 1

THIS AGREEMENT ("**Agreement**"), dated and effective this 8th day of September, 2020 ("**Effective Date**"), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, ("**City**"), and Toole Design Group, LLC ("**Consultant**") (individually, a "**Party**," and collectively, the "**Parties**").

RECITALS

WHEREAS, the City desires to engage a consultant to provide professional design consulting services to the City ("Services") as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City's best interest and will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

TERMS AND CONDITIONS

(1) Scope of Services.

- A. <u>Scope of Services</u>. Consultant agrees to provide the Services to the City as specified in, collectively, the scope of services set forth in the City's Request for Proposals, dated July 07, 2020 and any addenda thereto ("RFP"), attached as Exhibit A and incorporated herein, and the scope of services set forth in Consultant's proposal dated July 29, 2020 ("Proposal"), attached as Exhibit B and incorporated herein, with an updated scope of services dated August 26, 2020, attached as Exhibit C and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the RFP, the Proposal, and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services ("Additional Services") subject to prior written authorization by the City, as further specified below in Section (3), "Additional Services."
- B. **Quality of Performance.** Consultant will provide the Services and any authorized Additional Services in accordance with the standards of its profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner satisfactory to the City Manager or his or her authorized delegee ("**City Manager**"). Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. Consultant is solely responsible for the quality and suitability of the Services it provides pursuant to this Agreement. If, during the course of this Agreement, the City Manager notifies Consultant that the Services are not satisfactory, in whole or in part, Consultant will promptly take the corrective action required by the City Manager, at no extra cost to the City. Failure to promptly take such corrective action constitutes a material breach of this Agreement and cause for termination in the City's discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City's

acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

- C. <u>COVID-19 Pandemic</u>. All City of San Pablo programs and services must be in compliance with current health orders issued by Contra Costa County Health Services at: https://www.coronavirus.cchealth.org/health-orders; including but not limited to social distancing requirements: https://cchealth.org/coronavirus/pdf/2020-0331-Appendix-A-Social-Distancing-Protocol.pdf. Consultant shall comply with these requirements and contact City staff immediately if there is any issue with compliance.
- C. <u>Time is of the Essence</u>. In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term."
- D. <u>Primary Service Provider</u>. The City has approved of Megan Wooley-Ousdahl as Consultant's primary provider of the Services under this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.
- E. <u>Prevailing Wages.</u> Should the scope of services fall under the requirements of the California Labor Code and implementing regulations for the payment of State's General Prevailing Wage rates, then Consultant shall comply and pay prevailing wages. For additional information, see http://www.dir.ca.gov.
- <u>Compensation</u>. As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed **One hundred eighty-nine thousand, nine hundred twenty-nine dollars (\$189,929)** as follows:

Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

Additional Services. In addition to the Services included in Section (1), "Scope of Services," the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (25), "Amendments," before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1), "Scope of Services," Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), "Scope of Services," the Parties will promptly execute a writing to authorize the services as Additional Services for mutually

agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

- **Effective Date and Term**. The term of this Agreement ("**Term**") begins on the Effective Date set forth above, and expires on December 31, 2021. If the Term expires later than the end of the City's fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or appropriation of new funds for the Agreement.
- (5) <u>Assignment and Subcontracting</u>. A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

Subconsultant/Subcontractor Name	Subconsultant/Subcontractor Services
Kittelson & Associates, Inc.	Transportation Engineering

- **Independent Contractor Status**. It is expressly understood and agreed by the Parties that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.
- (7) <u>Billings</u>. Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant's signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and

equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.

- Advice and Status Reporting. Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.
- Retention of Records. Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. This Section (8) will survive expiration of the Term or termination of the Agreement.
- (10) Written Reports and Documents. In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.
- (11) Record and Fiscal Control System. Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.
- (12) Access to Records; Audits. The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

- (13) <u>Consultant's Testimony</u>. Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (12) will survive expiration of the Term or termination of the Agreement.
- (14) <u>Assignment of Personnel</u>. Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.
- **Insurance.** Before it may begin performing Services under this Agreement, Consultant must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.
- A. <u>Policies and Limits</u>. Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:
 - 1. Commercial General Liability Insurance ("CGL"): The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
 - **2. Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
 - 3. Workers' Compensation Insurance and Employer's Liability: The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.
 - 4. Professional Liability: The professional liability insurance policy must insure

against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services provided by the Consultant for this Agreement, and the coverage must continue in effect for five years following final payment to Consultant. The following provisions apply if the professional liability policy is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
- b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.
- c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.
- B. Required Endorsements. The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.
 - **1. Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The City, its officers, officials, employees, and volunteers ("Additional Insureds") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
 - b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.

- c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.
- d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.
- e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.
- 2. **Notice:** Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least 30 days written notice to the City, unless due to non-payment of premiums, in which case 10 days written notice is required.
- 3. Waiver of Subrogation: Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.
- c. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, without the prior written consent of the City Manager. The City Manager may condition such consent upon the Consultant procuring a bond or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- D. <u>Subconsultants or Subcontractors</u>. Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.
- **Indemnification**. The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are <u>not</u> "design professional" services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant <u>are</u>

"design professional" services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The City is deeming that the professional services provided by Consultant under this Agreement are "design services" and subject to the indemnification in Section 16.B. below.

- A. <u>Indemnification by Non-Design Professionals</u>. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.
- 1. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.
- 2. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.
- 4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

- 5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.
- B. <u>Indemnification by Design Professionals</u>. Consistent with California Civil Code section 2782.8 ("section 2782.8"), when the Services to be provided under this Agreement are to be performed by a "design professional," as that term is defined under section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants or subcontractors in performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs shall not exceed Consultant's proportionate percentage of fault, except as set forth in section 2782.8.
- 1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 2. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.
- 3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
- 4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.
- (17) <u>Licenses</u>. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

(18) Employment Practices.

A. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity

Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("EDC") at info@sanpabloedc.org or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "Local Resident" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

- B. Compliance With Law. Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 ("ADA") in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.
- (19) <u>Local Subcontracting Outreach</u>. Consultant shall contact the EDC at <u>info@sanpabloedc.org</u> or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

(20) <u>Termination</u>.

Α. City may terminate this Agreement at its sole discretion at any time prior to expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (21), "Notices." The Agreement shall be terminated upon the date set forth in the City's Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

- B. Termination for Cause. City may terminate this Agreement for cause by providing Consultant with one day's written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City's discretion and at City's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, within seven days after receipt of the notice of such default. Upon City's termination of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.
- C. <u>Immediate Termination.</u> City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.
- Qunership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.
- (22) <u>Amendments</u>. This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.
- (23) Abandonment by Consultant. In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.
- **Waiver**. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
- **No Third-Party Rights**. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

- **Severability**. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.
- (27) <u>Compliance with Laws</u>. In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all Services done under this Agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.
- (28) <u>Controlling Law and Venue</u>. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.
- **Breach**. In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.
- **(30)** Inspection by Other Agencies. Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City may have the right to inspect Consultant's work product.
- Conflict of Interest. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.
- (32) <u>Copyright</u>. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials

or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.

- (33) Whole Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.
- (34) <u>Multiple Copies of Agreement</u>. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.
- (35) <u>Notices</u>. Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Megan Wooley-Ousdahl

8484 Georgia Avenue, Suite 800

Silver Spring, MD 20910

To the City: City Manager

1000 Gateway Avenue San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

- (36) Federal Funding Requirements (if applicable). If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 200.326, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.
 - ____ This Agreement <u>is</u> subject to federal funding. See Exhibit C.

 X This Agreement is <u>not</u> subject to federal funding.
- (37) <u>Caltrans Funding Requirements (if applicable)</u>. If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual ("LAPM"), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.
 - This Agreement is subject to funding by Caltrans. See Exhibit D.
 This Agreement is not subject to funding by Caltrans.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

APPROVED AS TO FORM:		CITY OF SAN PABLO A Municipal Corporation	
By Lynn Tracy	Nerland, City Attorney	By Matt Rodriguez, City Manager TOOLE DESIGN GROUP, LLC	
ATTEST:		By Jennifer Toole, President	
	nce, City Clerk	Dated	
Attachments:	Exhibit B: Consultant's Pro	chibit A: Request for Proposals, dated July 07, 2020 chibit B: Consultant's Proposal, dated July 29, 2020 chibit C: Consultant's Updated Scope of Work, dated August 26, 2020	

P:\CIP_PW ACTIVE PROJECTS\0900 Safe Routes 2 School Master Plan\09 Design\01 Agreement\Consultant Agreement 090820

Exhibit A City's Request for Proposals



DEPARTMENT OF PUBLIC WORKS ENGINEERING & ENVIRONMENTAL SERVICES DIVISIONS

REQUEST FOR PROPOSALS

City of San Pablo Safe Routes to School Master Plan

Professional Design Services

July 7, 2020

Proposals Due:

July 29, 2020 by 2:00 p.m. PST

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A. INTRODUCTION

1. About San Pablo

The City of San Pablo is located in West Contra Costa County, nestled between the cities of Richmond, El Cerrito and Pinole. Historically one of the oldest Spanish settlements in the region, San Pablo has become a thriving residential and business community with a population of about 32,000 in an area of approximately two and one-half square miles. Visit the City of San Pablo website: www.sanpabloca.gov for additional information.

2. Purpose for Request for Proposals

The City of San Pablo ("City") invites professional consultant services to submit competitive proposals in response to this Request for Proposals ("RFP") for the City of San Pablo Safe Routes to School Master Plan ("Project"). Professional disciplines expected to be involved with the Project include, but are not limited to: transportation planning, traffic engineering, land surveying and community engagement. Please see **Section B.3 "Consultant Services"** for full description of services required.

B. SCOPE OF WORK

1. Project Description

The City of San Pablo Safe Routes to School Master Plan will identify opportunities to improve the safety and mobility of youth as they walk or bicycle to school. In order to identify such opportunities, the City seeks professional consultant services to conduct field safety assessments, solicit input and feedback from stakeholders (e.g. students, parents, school staff, City staff, etc.), develop recommendations and pilot one (1) or more recommendations. By creating a plan that facilitates school-based bicycle and pedestrian safety through the 5 "Es" (education, encouragement, equity, engineering and evaluation), the City hopes to increase the number of youth who walk or bicycle to school, thereby supporting City Council priorities of building a healthy community, enhancing community resilience and improving public safety.

2. Project Background

The City of San Pablo was awarded funds from the Measure J Transportation for Livable Communities (TLC) Program, administered by the Contra Costa Transportation Authority (CCTA), to create a citywide Safe Routes to School Master Plan ("Project"). The Project will identify short, medium and long-term recommendations using the 5 "Es" in order to increase the number of youth bicycling or walking to school.

A community survey regarding walking and bicycling was conducted as part of the development of the *City of San Pablo Bicycle and Pedestrian Master Plan* (2017). Almost 30% of survey respondents were 17 years or younger. Noteworthy survey results include:

- Only 25% of respondents reported that they feel safe from cars while walking
- Only 33% of respondents reported that they feel they can walk conveniently where they want
- The most common barriers to walking identified were "Not enough time/destinations are too far" and "Roads and sidewalks do not feel safe"

- Only 10% of respondents reported that they feel safe from cars while bicycling
- Only 15% of respondents reported that they feel they can bike conveniently where they want
- The most common barriers to bicycling identified were "Roads do not feel safe" and "Lack of dedicated bicycle space (bicycle lanes, paths)"

The Project will use stakeholder engagement and feedback, field safety assessments and existing conditions data to develop an actionable plan of prioritized engineering-based safety improvements and programmatic strategies for:

- Bayview Elementary School
- Dover Elementary School
- Downer Elementary School
- Lake Elementary School
- Riverside Elementary School
- Helms Middle School
- Middle College High School
- Richmond High School
- St. Paul's School (engineering recommendations only)
- Salesian College Preparatory (engineering recommendations only)

Bayview, Dover, Downer, Lake and Riverside Elementary Schools, as well as Helms Middle School, are all public schools in the West Contra Costa Unified School District (WCCUSD) that reside within City limits and primarily serve San Pablo residents. Middle College High School is a WCCUSD public, competitive-entrance high school that is based at the Contra Costa College campus in San Pablo. Richmond High School is a WCCUSD public school that primarily serves students in San Pablo, but is located on an arterial just outside of City boundaries. See **Attachment 2** for WCCUSD school attendance areas.

St. Paul's School is a private, competitive-entrance elementary and middle school that serves some San Pablo residents and is located within City boundaries. Salesian College Preparatory is a private, competitive-entrance high school that primarily serves students from Contra Costa County and is located just outside of City boundaries. Project deliverables for St. Paul's and Salesian shall only include engineering-based safety recommendations.

The City has completed general school-based safety improvements through the annual pavement maintenance and rehabilitation program, Highway Safety Improvement Funds and other one-time grant funds. Recent notable planning efforts to guide and inform infrastructure improvements for active transportation include:

- 2015: The City conducted a walk audit with Fehr & Peers for Downer Elementary School as part of CCTA's Safe Routes to School (SR2S) Technical Assistance Program (pgs. 6-17): ccta.net/wp-content/uploads/2018/10/577d901dd657c.pdf
- 2017: City Council adopted the City of San Pablo *Bicycle and Pedestrian Master Plan*:

<u>www.sanpabloca.gov/DocumentCenter/View/8604/SanPabloBPP_FINAL_08_30</u> _2017?bidId=

- 2018: The City completed a Systemic Safety Analysis Report (SSAR) with funding from the Highway Safety Improvement Program. Selected projects from the SSAR are moving forward to design in 2020.
- 2019: Fehr & Peers completed a Complete Streets Safety Assessment for the City as part of the UC Berkeley SafeTREC Program.
- 2020: The City began work on a Bicycle and Pedestrian Corridor Study (Corridor Study), funded by a Caltrans Sustainable Communities Planning Grant, to prepare concept designs for corridors identified in the Bicycle and Pedestrian Master Plan.

3. Consultant Services

Proposing Consultant Teams are encouraged to suggest changes to the scope and/or timeline of the Consultant Services outlined below. Proposed changes shall be clearly identified in the submittal with an explanation for each change. Inclusion of suggested Project changes in the final Consultant Agreement is at the sole discretion of the City.

All Consultant Services shall comply with the most recent Contra Costa County Health Services public health order. The Consultant will be responsible for providing any personal protective equipment (PPE) for in-person community outreach efforts.

The Consultant Team shall provide the following services to complete the Project:

Task 1: Project Management

1.1 Project Kick-off Meeting

A) A kick-off meeting to discuss Project timeline and goals.

1.2 Project Administration

- A) The Consultant Team will organize coordination meetings with the City, on an as-needed basis.
- B) The Consultant Team shall invoice the City for each complete calendar month, by the 7th of the following month. Each invoice shall include:
 - A transmittal letter, stating the period covered and highlighting overall Project status and any significant scope, schedule or budget issues.
 - Monthly Progress Report with a brief description of work completed, by task, during the period covered by the invoice.
 - Budget Status Summary by task and total budget.
 - See Section XVIII of Attachment 3 for more details.

Task 2: School Assessments and Recommendations

The focus area for each school assessment and recommendations shall be up to a quarter of a mile—or up to the relevant City boundary—around each school.

2.1 Stakeholder Coordination

A) The Consultant Team will work with City staff to identify school stakeholders including, but not limited to, the Contra Costa County Health Services SR2S coordinator, school staff, Beacon Directors and WCCUSD staff.

- B) The Consultant Team will facilitate initial outreach and coordination with school stakeholders to identify SR2S-related goals, recent and ongoing concerns, and key items to address during the Project. Initial outreach shall include presentations to school stakeholders—e.g. principals, WCCUSD staff, Beacon Directors, teachers—to facilitate ongoing coordination and engagement.
- C) The Consultant Team will work with school stakeholders to determine the most appropriate ways to engage students, parents and school staff in the feedback process. The Consultant Team will develop all outreach materials in an accessible, bilingual (English/Spanish) format.
- D) The SR2S Consultant Team will coordinate with the Corridor Study Consultant Team regarding overlapping areas between the two projects.

2.2 Field Safety Assessments

- A) The Consultant Team will coordinate and lead Field Safety Assessments, in the form of "walk audits" for each school. These walk audits will use existing best practices, e.g. "A Technical Guide for Conducting Pedestrian Safety Assessments for California Communities." Walk audits will be conducted with stakeholders, if permitted under the most recent Contra Costa County Health Services public health order, and will include:
 - A briefing regarding stakeholder-identified issues and Project purpose.
 - A walk audit—scheduled during the morning drop-off or afternoon pickup period, in the case of in-person instruction—which may examine:
 - Pedestrian, bicycle and vehicular routes to school and pickup/drop-off areas
 - Movements and patterns of motorists, pedestrians and bicyclists
 - Quality and design of existing pedestrian and bicycle facilities
 - Traffic signal phasing and operations for all travel modes
 - Traffic volumes, speeds and patterns
 - A Consultant-facilitated debrief of the walk audit.
 - If stakeholder in-person walk audits are not feasible, the Consultant Team will develop a virtual walk audit alternative for stakeholders.
- B) The Consultant Team will analyze existing safety conditions at each school using data from the Transportation Injury Mapping System, historical traffic data, the City's asset management system and relevant data collected by schools and/or WCCUSD.
 - The Consultant Team will identify trends in collision locations, types and severity. Deliverables will include heat maps and/or other visuals for each school to clearly identify existing safety gaps and opportunities.
- C) The Consultant Team will conduct strategic bicycle and pedestrian counts, at time(s) and location(s) to be determined in conjunction with the City. These counts may support the creation of recommendations and/or the implementation of the pilot recommendation(s) (see Task 2.5).

2.3 Stakeholder Outreach and Engagement

- A) The Consultant Team will use the outreach methods identified in Task 2.1 to get feedback from youth, parents and school staff regarding safety concerns, suggestions and priorities.
- B) Outreach efforts shall engage youth of all ages and communication styles. All outreach materials shall be translated into Spanish and final copies shall be shared with the City in editable file formats, to be determined in collaboration with the City.
- C) The Consultant Team will be responsible for all printing, postage (up to 9,000 mailers) and translation services (e.g. for materials, live translation for all outreach efforts). The City shall provide live translation headsets and refreshments for in-person outreach efforts as appropriate.

2.4 Recommendations and Technical Memorandum

- A) The Consultant Team shall develop recommendations based on existing conditions, historical traffic data, field safety assessments and stakeholder feedback. Recommendations will be sorted for each school by the 5 "Es" and will include a timeframe (i.e. short, medium and long-term) and the responsible party for implementation. Key recommendations include:
 - a. Circulation routes (walking, bicycling and vehicle drop-off/pick-up)
 - b. Strategies to support walking and bicycling, in addition to bus ridership and carpooling
 - c. Appropriate short-term options for "engineering" recommendations
 - d. Partnership opportunities between the City and San Pablo schools and/or the County's SR2S Program
- B) Recommendations shall be summarized in a technical memorandum with a corresponding map for each school.
- C) The City will provide one (1) round of comments before the Consultant Team facilitates stakeholder meetings for each WCCUSD school to review recommendations and identify priorities (see Task 3.1).

2.5 Pilot Recommendations

- A) The Consultant Team will pilot one or more recommendations (education, encouragement and/or engineering) identified through the stakeholder outreach efforts and will include evaluation of the pilot efforts.
- B) The scale of the pilot recommendation(s) may cover one or more San Pablo WCCUSD schools, depending on the cost and complexity of the selected pilot recommendation(s). The pilot recommendation(s) will be selected by City staff in collaboration with the Consultant Team and project stakeholders, and shall be informed by the level of stakeholder engagement. The pilot recommendation(s) shall leverage existing SR2S materials to minimize start-up costs and build upon available best practices.
- D) If possible, the pilot recommendation(s) shall support and/or occur in tandem with Walk and Roll to School Day.
- C) A summary of the pilot recommendation(s), implementation, evaluation and lessons learned shall be included in the final Master Plan.

Task 3: Plan Development

3.1 Recommendation Prioritization

- A) The Consultant Team will create an implementation strategy for each school site, through the feedback process in Task 2.4.
- B) The City will provide one (1) final round of comments before the Consultant Team compiles the recommendations into the final report.
- C) The final list of recommendations will include cost estimates and a prioritized list for each school. Prioritization metrics may include documented safety record, recommendation readiness, identified school partners/champions for implementation, cost and feasibility.

3.2 Develop Draft Plan

- A) The Consultant Team will draft a SR2S Master Plan, which will include:
 - Summaries for each school (e.g. address, start/end times, grade levels, enrollment, demographics served, nearby bus stops/routes/schedules, etc.), existing conditions, the Field Safety Assessments and prioritized recommendations.
 - A map of infrastructure recommendations for each school, identified as short-term, medium-term and long-term changes.
 - Cost estimates for recommendations.
- B) The City will provide two (2) rounds of comments on the Plan.

3.3 Finalize Plan

- A) The Consultant Team will provide the final SR2S Master Plan in PDF and editable-Microsoft Word formats.
- B) The Consultant Team will provide all outreach materials in a final PDF format and editable format, to be determined in collaboration with the City.
- C) The Consultant Team will provide all GIS-files in a kmz/kml and shapefile format, and all GIS maps in an editable format to be determined in collaboration with the City.

4. Estimated Cost

It is estimated that approximately \$190,000 of the Measure J TLC grant award will be available to pay for Consultant Services and other identified Consultant costs.

C. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. The City may, acting in its sole discretion, elect to reject any Proposal that it determines to be nonresponsive. It reserves the right, but not the obligation, to waive any immaterial irregularities. Clarity and brevity are preferable to volume; Proposals shall be limited to 20 pages, excluding proposal cover, cover letter, table of contents, dividers, cost proposal and staff resumes.

Each Proposal must include the following, organized as Sections 1 through 11:

1. Letter of Interest / Cover Letter

A letter of interest/cover letter must be provided transmitting the Proposal for consideration. This letter must be signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the Consultant Team.

2. Organization Chart / Personnel

Since the Project may consist of several professional disciplines, Proposals must provide an organization or personnel chart to delineate communication, coordination and hierarchical structure of the Consultant Team.

3. Firm(s) Statement of Qualifications

Provide the qualifications and experience of the firm(s) proposed for the Project in the Proposal, including information describing the Consultant Team's experience with:

- a. Transportation planning and traffic engineering to support safe routes to school.
- b. Using current best practices, standards and guidance in multi-modal street design, such as those developed by the National Association of City Transportation Officials (NACTO).
- c. Bilingual public engagement, with a focus on youth, especially in communities with historically low public meeting turnout and hard-to-reach communities.
- d. Adhering to projects of similar type, size and funding requirements.
- e. Successfully meeting grant-funded project requirements, including expense tracking and reporting requirements.
- f. Working collaboratively on an interdisciplinary team of consultants.
- g. Implementing innovative virtual and/or socially-distanced outreach techniques.

4. Staff Statement of Qualifications or Resumes

Provide the qualifications or resumes of key personnel—maximum of one (1) page per staff member—proposed for the Project. Identify similar or related projects that these key personnel have worked on. *Note: Key personnel identified in the Proposal shall not change in the executed contract without prior notification and approval by the City.*

5. Project Management and Staff Availability

The Consultant Team shall identify one (1) individual who will function as the main coordinator and point of contact for the Consultant Team. This person will monitor budget and timeline, review deliverables, ensure quality control, assist in meeting facilitation and oversee Project updates under the direction of City staff. Any staff substitution after the Proposal is received by the City must be requested in writing for consideration by the City.

6. Project Approach

<u>In five (5) pages or fewer</u>, describe the Consultant Team's proposed approach to this Project and, if relevant, the Consultant Team's typical approach to similar projects. The approach should identify how the Consultant Team will ensure they will meet the required delivery schedule, budget and grant requirements.

7. Schedule of Work

The Schedule of Work must demonstrate the Consultant Team's ability to meet all Project deadlines. The Schedule of Work must include milestones for deliverables of each required aspect. All tasks, including deliverables of each sub-consultant, must meet set individual deadlines and overall Project schedule. Progress meetings with City staff shall be scheduled as needed until the Master Plan is completed. These meetings may also be attended by other stakeholders as needed.

The City has provided a *sample* timeline (**Attachment 4**). Proposing Consultant Teams are encouraged to edit the timeframes for required Consultant Services and add/subtract any proposed Project elements, in accordance with any suggested changes made to the Project scope. The final Schedule of Work is subject to negotiation with the City and will be finalized as part of the contracting process with the selected Consultant Team.

8. Cost Proposal

The Cost Proposal shall include a line item cost estimate for each task outlined in **Section B.3** "Consultant Services" plus a separate cost per meeting and for all deliverables. The cost spreadsheet should be in a format that will allow City staff to determine the key personnel proposed for each task and the number of management, technical, drafting and support personnel hours; cost per hour for each Consultant Team member and total cost envisioned for each task. Identify any other costs to be billed to the Project including Project expenses and sub-consultant fees. Include any proposed mark-up for sub-consultant fees. Include a copy of the proposed rate schedules(s) to be used throughout the duration of the Project and any adjustments that are predicted to occur during the execution of the Project.

9. Method of Payment

The method of payment for this contract will be a Lump Sum agreement with the ability of progress payments. The Consultant Team performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

10. References

Provide a short summary—maximum of one (1) page per project—of three (3) projects with the following information for each:

- a. Reference name, with current contact information
- b. Type of project
- c. Client type (clarifying role of private sector client, if any)
- d. Size and scale of geographic area
- e. Current status (e.g. in design, in construction, fully constructed)
- f. Key lesson(s) learned, as relevant to the Project

11. Consultant Contract Statement

The Consultant Team will include a statement that the firm(s) accepts the terms of the City's Consultant Agreement sample (**Attachment 1**) and/or the <u>Proposal will include a list of any proposed modifications</u> to the Agreement. Any proposed changes will be negotiated as part of the contracting process with the selected Consultant Team.

D. PROPOSAL CONDITIONS

1. Local Employment and Contracting Opportunities

Pursuant to the San Pablo Economic Opportunity Policy, firm(s) shall contact the San Pablo Economic Development Corporation ("EDC" at info@sanpabloedc.org or 510-215-3200) at least ten (10) business days prior to hiring or staffing for fulfillment of the Contract, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three (3) business days. "Local Resident" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

2. Questions.

Questions regarding this RFP or the Project may be submitted *in writing only* and directed to Sarah Kolarik, email: <u>SarahK@sanpabloca.gov</u>. Written responses will be provided directly via email and, if deemed necessary, in addenda to this RFP distributed to all firms registered on PlanetBids to receive updates from the City. Written questions must be submitted no later than July 21, 2020 at 2:00 p.m. PST.

3. General Terms and Conditions

- a. All proposals, whether selected or rejected, shall become the property of the City.
- b. The cost of RFP preparation shall be that of the consulting firm and shall not be paid by the City.
- c. Proposals shall be signed by an authorized employee in order to receive consideration.
- d. City will not be responsible for proposals delivered to a person or location other than that specified herein.
- e. The successful proposer will be asked to enter into an agreement with the City reflecting the terms and conditions of the proposal based on the City's Professional Services Agreement (Agreement) requirements. A copy of the Agreement and Insurance requirements is included as **Attachment 1** to this RFP. Proposals should include a list of any proposed modifications to the Agreement by the Consultant Team. Award of an agreement is subject to approval by the City Council of the City of San Pablo.
- f. Neither the City of San Pablo, its City Council, officers, employees, agents, representatives, nor any of its consultants will be liable for any claim or damages resulting from the RFP process.
- g. By submitting a proposal in response to this RFP, the proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

4. Agreement

The anticipated duration of the agreement will be for 16 months, with the term tentatively to begin September 2020 and end December 2021.

The sample agreement (**Attachment 1**) includes terms regarding conflict of interest, insurance, indemnification and assignment. The Consultant Team selected to perform the work will be required to comply with these terms. Any proposed changes to the Agreement must be addressed in **Section C.11 "Consultant Contract Statement"** in the Proposal and are subject to City approval. If no changes to the sample agreement are identified in the Project Proposal, the City will consider submittal of the Proposal to indicate acceptance of the language in the sample agreement and future changes will not be considered.

E. PROPOSAL PROCEDURE

1. Submission of Proposals

Each Proposer must submit one (1) electronic copy (PDF) of its Proposal via email delivered to: Sarahk@sanpabloca.gov, with the subject: "Proposal for the City of San Pablo Safe Routes to School Master Plan." The City takes no responsibility for email submittals not received by the Proposal Deadline.

Electronic Proposals must be <u>received</u> by the City by Wednesday, July 29, 2020, no later than 2:00 p.m. PST ("Proposal Deadline").

Proposals may not be modified after the Proposal Deadline.

2. Consultant Selection Process

The first step in the evaluation process will be to determine that each Proposal contains all forms and other information required by this RFP. Any Proposals missing the required information may be considered nonresponsive and rejected without evaluation. Late submittals and submittals to the wrong email address are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed.

All proposals will be evaluated by a City of San Pablo Selection Committee. The Selection Committee, made up of key City staff and other parties that may have expertise or experience in the services described herein, will review all Proposals deemed complete according to the evaluation criteria and weighting factors below. The Selection Committee may make independent random checks of one (1) or more of the Consultant Team's references. This reference check applies to major sub-consultants as well.

The Selection Committee will establish a shortlist of Consultant Teams that are considered to be best qualified to perform the contract work. The selection process will include oral interviews (see Section **E.4** "**Tentative Schedule**"). Consultant Teams will be notified of the time and place of oral interviews and if any additional information is required to be submitted.

3. Evaluation Criteria

Proposals will be evaluated according to the criteria below. The Proposals with the highest scores, out of 100 points total, will be invited to complete an oral interview. The Consultant Team with the highest oral interview score will be deemed the most qualified.

	Criteria	Maximum Points
Α	Completeness of Response	Pass/Fail
В	Understanding of the Work/Project	20
С	Experience with Similar Work	20
D	Quality and Availability of Staff	15
Е	Innovation and Advanced Techniques	15
F	Cost Proposal and Financial Responsibility	20
G	Project Delivery	10
	Total	100

A. Completeness of Response (Pass/Fail)

Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete. Such proposals will be rated a "Fail" and will receive no further consideration.

B. Understanding of the Work/Project (20 points)

Demonstrated understanding of the Project including Project needs, identification of potential issues and overall approach.

C. Experience with Similar Work (20 points)

Experience of the firm(s) with similar projects, including local knowledge, in-person and virtual engagement strategies, and techniques to engage hard-to-reach communities, and SR2S projects.

D. Quality and Availability of Staff (15 points)

Quality and availability/current workload of proposed staff.

E. Innovation and Advanced Techniques (15 points)

Capability of developing, and identification of, innovative approaches and solutions to key project issues.

F. Cost Proposal and Financial Responsibility (20 points)

Clearly defined cost breakdown in spreadsheet format that includes all required elements and demonstrates Consultant Team's ability to meet Project budget and financial requirements.

G. Project Delivery (10 points)

Demonstrated technical ability of staff and, if relevant, experience of Consultant Team working together. Demonstrated ability to meet Project schedule requirements.

4. Tentative Schedule

Below is a tentative schedule for the selection and procurement process. Dates are subject to change by City staff and/or unforeseen circumstances.

Item	Date
RFP Release Date	July 7, 2020
Last day to submit any questions	July 21, 2020 at 2:00 p.m. PST
RFP Proposal submittal Date	July 29, 2020 at 2:00 p.m. PST
Panel Review	July 29 – August 6, 2020
Interview period	August 11 – 12, 2020
Selection and negotiation period	August 17 – 27, 2020
Contract to be awarded at City Council	September 7, 2020

F. ATTACHMENTS

Attachment 1 – Sample Consultant Agreement

Attachment 2 – Map of School Attendance Areas
Attachment 3 – Invoicing Procedures CCTA-COSP Cooperative Agreement Exhibit C

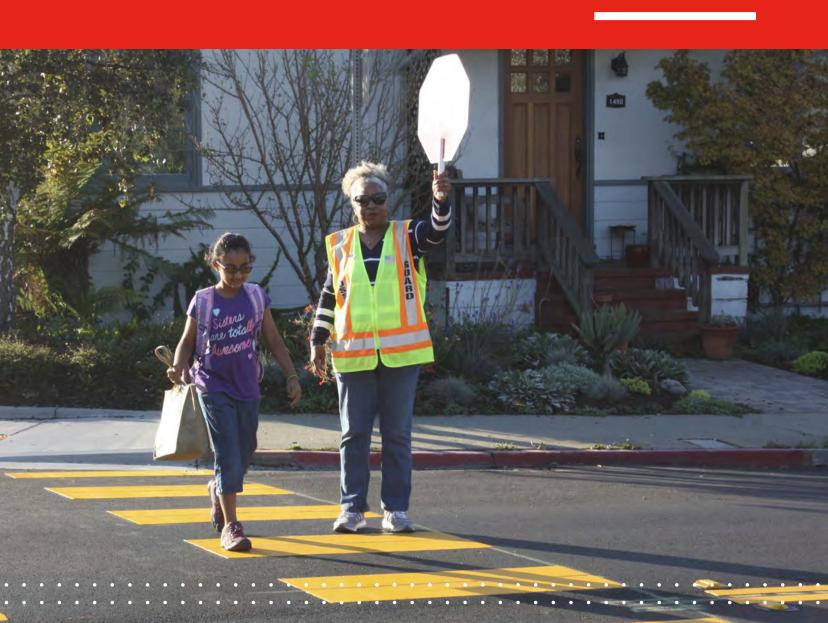
Attachment 4 – Sample Project Timeline

Exhibit B Consultant's Proposal

TOOLE DESIGN

JULY 29, 2020

CITY OF SAN PABLO SAFE ROUTES TO SCHOOL MASTER PLAN





527 W. 7TH STREET SUITE 701 LOS ANGELES, CA 90014 2 1 3 . 2 5 7 . 8 6 8 0 T 0 0 L E D E S I G N . C 0 M

July 29, 2020

ATTN: Sarah Kolarik

via: sarahk@sanpabloca.gov

RE: Proposal for the City of San Pablo Safe Routes to School Master Plan

Dear Ms. Kolarik and Members of the Selection Committee:

Toole Design Group, in collaboration with **Kittelson & Associates**, is pleased to submit our proposal for the City of San Pablo Safe Routes to School Master Plan. Our team's extensive SRTS experience gives us a keen appreciation of the importance and benefit that this project will bring to San Pablo's school children and communities.

This project will build upon the important planning and engineering work already underway in San Pablo and demonstrates the City's sustained commitment to creating safe, comfortable opportunities for students to walk, bike, and roll to school. The City has laid an important foundation for active transportation and Complete Streets projects and programs through multiple initiatives. These projects have catalyzed the City to think critically about ways to improve walking and bicycling, and the development of a citywide SRTS Master Plan is a natural next step to build off this momentum.

Despite these accomplishments, many schools in San Pablo are still in need of infrastructure improvements and related education and enforcement programs to address safety. Recommendations for each of the schools reflect the local land use and transportation context. Developing recommendations for some schools, such as Richmond High School and Middle College High School, will likely require partnerships with other cities and agencies, and our team is skilled at facilitating these conversations.

Our proposed approach will develop a plan for the City that is an actionable, implementable plan that identifies projects and pilot recommendations that build community support and lead to measurable safety improvements for students. We will employ a creative outreach strategy that partners with local organizations and stakeholders and engages a diverse audience, with a special focus on identifying and reducing barriers to participation across the San Pablo's neighborhoods. We will develop a plan with clear project phasing and prioritization, thus placing City of San Pablo in an excellent position to rapidly implement priority projects.

This SRTS Master Plan will be instrumental in protecting children—our most vulnerable active transportation street users—and to prioritize traffic safety investments for those who need it most. The ability to safely walk or bicycle to school is proven to alleviate safety, health, and financial burdens related to transportation, which fall disproportionately upon youth, families of color, low-income community members, and other disadvantaged communities.

We have assembled a team of skilled professionals uniquely qualified to achieve these results. Our team will be led by Project Manager, Megan Wooley-Ousdahl, AICP, who has served in this same role for Toole Design's work on the Alameda County Safe Routes to Schools Program, one of the largest and most successful programs in the nation. Megan has a strong record of outstanding work, skilled client service, and successful management of complex projects. Megan will be supported by Alia Anderson, AICP, who will serve as the Principal-in-Charge and brings national experience in Safe Routes to School. Recently, Alia served as the Project Manager for the Austin Safe Routes to School project that included 130 walking audits. Adam Vest, P.E., PTOE, the current Project Manager for the San Pablo Bicycle and Pedestrian Corridor Study, will serve as the QA/QC Lead.

We will be joined by our colleagues at **Kittelson**, led by **Erin Ferguson**, **P.E.**, **RSP**, who recently completed the City of San Pablo Intersection Roadway Network Study Systemic Safety Analysis. Kittelson brings in-depth experience with Safe Routes to School projects and safety-focused planning and analysis, including school zone safety analysis.

Together, our team represents the best talents from national expertise to on-the-ground knowledge of the San Pablo community. We are confident in our team's ability to deliver the highest quality SRTS Master Plan for the City of San Pablo, and we will commit our resources to perform the required work on schedule and within budget. Our team has the leadership and depth to ensure a highly successful outcome that results in the improved health and safety of children. We are eager to work on this exciting endeavor, and we look forward to discussing the detailed approach we have included in this proposal.

I, Jennifer Toole, AICP, ASLA, President of Toole Design Group, LLC am fully authorized to submit proposals and sign contracts on Toole Design's behalf. If you have any questions regarding our approach or qualifications, please do not hesitate to contact Megan Wooley-Ousdahl at mwooley@tooledesign.com or at 510.298.0710 x 327. Thank you for considering our team.

Sincerely.

Jennifer L. Toole, AICP, ASLA

President Toole Design

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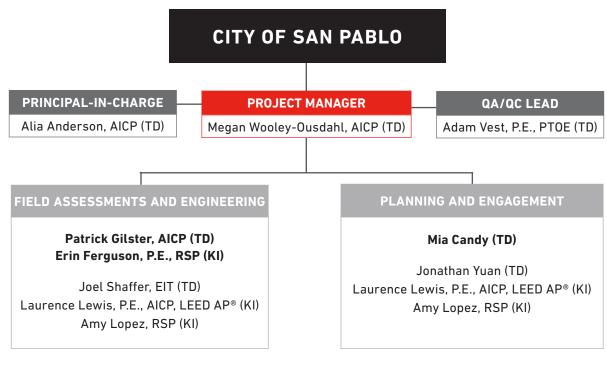
1:	COVER LETTER	
2:	ORGANIZATIONAL CHART/PERS	ONNEL 2.1
3:	STATEMENT OF QUALIFICATIONS Team Introduction Summary of Qualifications Project Experience	3.1 3.3 3.8
4:	STAFF STATEMENT OF QUALIFIC Resumes	CATIONS 4.1
5:	PROJECT MANAGEMENT AND STAFF AVAILABILITY Main Point of Contact Staff Availability	5.1 5.2
6:	PROJECT APPROACH Approach	6.1
7 :	SCHEDULE OF WORK Project Schedule	7.1
8:	COST PROPOSAL Line Item Cost Estimate	8.1
9:	METHOD OF PAYMENT Toole Design accepts the actual cost plus fixed fee method	
10:	REFERENCES Reference List	10.1
11:	CONSULTANT CONTRACT STATE Consultant Contract Statement	MENT 11.1



ORGANIZATIONAL CHART/PERSONNEL

ORGANIZATIONAL CHART

The organizational chart below shows project leadership and key staff for each task.



TD Toole Design
KI Kittelson & Associates, Inc.



Having spent over seven years in the public sector, Megan Wooley-Ousdahl brings an acute understanding of our clients' experiences to each project. She has developed a reputation as one of our best project managers within Toole Design due to her acumen and client service.



STATEMENT OF QUALIFICATIONS

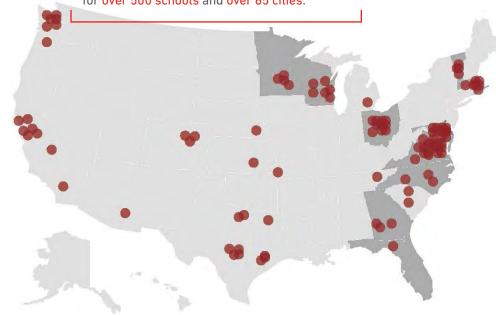
TEAM INTRODUCTION

TOOLE DESIGN

Few transportation issues are more important to us than supporting students in traveling safely to and from school. **Toole Design** has outstanding experience in Safe Routes to Schools (SRTS) planning and engineering, safety audits, engagement, and evaluation. We have worked with cities, local transportation departments, school boards, parents, administrators, and children on over 500 SRTS plans and programs across North America.

One of Toole Design's first and most important projects was a SRTS pilot program that pre-dated the federal SRTS funding program. We then went on to prepare guidance for \$612 million in federal SRTS funding and assisted in establishing the National Center for Safe Routes to School. Toole Design worked with the Federal Highway Administration (FHWA) to develop the *Bicycle and Pedestrian Safer Journey Curriculum* and with the National Highway Traffic Safety Administration (NHTSA) on their *Child Pedestrian Safety Curriculum*. We are able to quickly and effectively evaluate the most critical design elements related to bicycle and pedestrian safety, and we engage stakeholders to develop feasible solutions that have an immediate and positive impact.

Toole Design has managed SRTS programs and has developed SRTS plans and programs for over 500 schools and over 65 cities.



*Dark gray states represent statewide SRTS plans

Toole Design has developed several toolkits that enable schools to start and maintain their own SRTS programs and continue implementing infrastructure changes. We can draw from plans and materials we are currently working on, or have previously developed, including much of the content found on the following websites:

- The National Walk and Bike to School Day Website: www.walkbiketoschool.org/
- SRTS Resource Center: bit.ly/2XP0fhW
- Alameda County SR2S Program: https://alamedacountysr2s.org/
- Orange County Transportation Authority (CA)
 SRTS Action Plan: https://www.octa.net/Walk/Safe-Routes-to-School/Overview/
- The Seattle Toolkit for Improving School Arrival and Dismissal Procedures: bit.ly/2Lba3Di
- The Seattle Bike and Pedestrian Safety Program https://www.seattleschools.org/district/calendars/news/ what_s_new/bike_and_pedestrian_safety_program
- The Ohio SRTS: bit.ly/21g0o8H
- Minnesota SRTS Resource Center: www.dot.state.mn.us/mnsaferoutes/

KITTELSON & ASSOCIATES, INC.

Toole Design is pleased to partner with **Kittelson & Associates, Inc.** Kittelson provides comprehensive transportation planning, engineering, and research services to government agencies and private organizations. Founded in 1985, Kittelson has a staff of 250 in 24 offices across the U.S., including a local offices in Oakland and Sacramento. Kittelson specializes in transportation safety analysis, multimodal and Complete

Streets planning, bicycle/
pedestrian planning, planning for
emerging technologies, roadway
design, traffic operations
analysis, travel demand modeling,
transit planning, and data
collection/analytics.

Transportation Safety

Kittelson is at the forefront of transportation safety-focused planning and analysis. Along with leading the development of the AASHTO Highway Safety Manual, Kittelson authored the FHWA Road Safety Audit Guidebook and leads the development of crash prediction models and national approaches to systemic safety.

Kittelson has completed many SRTS plans, working with local agencies and community stakeholders to address safety challenges. Recent examples include:

- City of San Pablo Intersection Roadway Network Study Systemic Safety Analysis Report
- Klamath Falls, OR Safe Routes to School Plan
- Miami-Dade, FL Safe Routes to School Plan
- Space Coast, FL Safe Routes to School Analysis
- Charlotte, NC School Zone Policy and Implementation Guide

Kittelson conducts school zone safety analysis as part of its systemic safety analysis work. The firm has completed Systemic Safety Analysis Report (SSAR) projects for 20 agencies in California, providing safety analysis, countermeasure development, conceptual design, and public outreach assistance. School zone analysis for these projects routinely involves field visits and walk audits to document observed pedestrian and bicycle circulation routes adjacent to school sites, and outreach to the community to gain an understanding of key safety issues and present proposed enhancements to create a safer environment for children who live within the walk zone and/ or who choose to walk or ride a bicycle to/from school.

Traffic Impact Analyses for K-12 Schools

Kittelson has conducted transportation impact analyses and/or CEQA analyses for a number of K-12 schools in the Bay Area, developing recommended on-site and off-site improvements and bell schedule adjustments to ensure that circulation at and around the schools is complementary to the surrounding neighborhoods. The firm supports schools with identifying viable travel demand management strategies to encourage mode choices other than a personal vehicle.

TEAM STATEMENT OF QUALIFICATIONS

The following information summarizes the Toole Design Team's qualifications and experience with the items listed in the RFP under Firm(s) Statement of Qualifications.

SRTS-Focused Transportation Planning and Engineering

The Toole Design Team has successfully completed hundreds of school audits and across the country. We are intimately familiar with the standards that apply specifically to school zones and have had a hand in writing many of them at the federal and state levels. Recommended designs must be detailed to allow for

rapid, effective implementation but include flexibility for permanent or higher-cost treatments for future installation. We have experience developing plans, just like this one, that have a significant emphasis on engineering improvements, which are imperative to addressing traffic safety issues and reducing injuries and fatalities. For example, in 2019, we helped the City of Austin Public Works Department develop a Safe Routes to School (SRTS) Infrastructure Plan based on infrastructure audits around 137 middle and elementary schools. During the project, we developed a prioritized list of engineering solutions that aimed to create safer options for students to get to and from school using active modes of transportation. The Plan and resulting projects are funded by the City's Mobility Bond, which dedicates \$27.5 million for SRTS infrastructure.

Our team has experience taking an engineering-first approach, by assessing circulation and capacity issues, parking needs, constraints with existing utilities and roadway geometry, and costs to ensure the feasibility, both politically and by engineering best practice standards, of design recommendations. In our plans, recommended projects are aligned with existing or anticipated local, regional, and state funding to ensure feasibility of implementation and to minimize burden on our clients to determine adequate funding sources.

We have developed SRTS plans for single schools, groups of schools, and entire school districts, and directly run a variety of county- and state-level SRTS programs across the country. Our portfolio of SRTS projects includes programs focused on education and encouragement, such as the Alameda County Safe Routes to Schools program, as well many engineering-oriented programs. One of our very first projects as a firm was a SRTS pilot program that pre-dated federal SRTS funding, and since then we have prepared guidance for hundreds of millions of dollars in federal SRTS funding, assisted in establishing and operating the National Center for Safe Routes to School, and supported the development of countless state SRTS programs.

Best Practices in Multimodal Street Design

Our team brings significant national experience in design guidance and research. Our work includes the preparation of design manuals for the American Association of Highway Transportation Officials (AASHTO), the Institute of Transportation Engineers (ITE), and the Federal Highway Administration (FHWA). Additionally, several of our staff are NACTO trainers. The following is a collection of nationally relevant

publications authored or co-authored by Toole Design and Kittelson & Associates.

- AASHTO Guide for the Development of Bicycle Facilities
- AASHTO Guide for the Planning, Design and Operation of Pedestrian Facilities
- AASHTO Highway Safety Manual, First Edition
- FHWA Achieving Multimodal Networks: Applying Design Flexibility and Reducing Conflicts
- FHWA Incorporating On-Road Bicycle Networks into Resurfacing Projects
- FHWA Separated Bike Lane Planning & Design Guide
- FHWA Accessible Shared Streets: Notable Practices and Considerations for Accommodating Pedestrians with Vision Disabilities
- FHWA A Guide for Maintaining Pedestrian Facilities for Enhanced Safety
- FHWA Pedestrian Safety Guide for Transit Agencies
- FHWA Pedestrian Engineering Best Practices Report
- FHWA Resident's Guide for Creating Safe and Walkable Communities
- FHWA Innovative Street Design and Accessibility
- ITE/Easter Seals Pathways to Transit (ADA Accessibility of Transit Stops)
- MassDOT Separated Bike Lane Planning & Design Guide
- NCHRP 803 Pedestrian and Bicycle Transportation Along Existing Roads—ActiveTrans Priority Tool Guidebook
- NCHRP 797 Guidebook on Pedestrian and Bicycle Volume Data Collection
- NCHRP 17-63: Guidance for Development and Application of Crash Modification Factors
- NCHRP 17-73: Systemic Pedestrian Safety Analyses
- NCHRP 17-56: Development of Crash Modification
 Factors for Uncontrolled Pedestrian Crossing Treatments
- NCHRP 17-70: Development of Roundabout Crash Prediction Models and Methods
- NCHRP 17-45: Enhanced Safety Prediction Methodology and Analysis Tool for Freeways and Interchanges

Our team has supported the development of child pedestrian and bicycle safety curricula, both at the national and state levels, such as the NHTSA Child Pedestrian Safety Curricula, the FHWA Pedestrian Safer Journey and Bicycle Safer Journey, the Seattle School Road Safety Action Plan, and the Maryland Pedestrian and Bicycle Safety Education Curriculum for grades K-5. As a component of each of those projects, our team has conducted best practice research to identify new or more effective approaches to child safety education. During all our Safe Routes to Schools projects, we incorporate the lessons we learned from past research and analysis, to make innovative, cutting-edge safety and design recommendations.

Effective and Meaningful Engagement

Historically, mainstream transportation planning processes have often actively, and passively, excluded people of color, low-income people, immigrants, youth and people with disabilities. With the rise of community-driven planning, these groups are still under-represented in the public process, due to a variety of systemic access issues, such as linguistic, cultural, economic, and geographic barriers. As Toole Design, we consider an "accessible" public process to be one that addresses all elements of accessibility, including making sure that tools and techniques are bi- or multilingual, age appropriate, and do not demand time and energy that marginalized groups cannot provide.

We believe that the future of public engagement lies in working directly with Community Based Organizations (CBOs), and providing compensation for their time and resources. Toole Design has developed a variety of planning and engineering processes around the Bay Area that involve direct, paid, partnership with CBOs and community leaders, and are working with City staff to apply this model to the San Pablo Corridor Study. In collaboration with City staff, Toole Design is in conversation with various CBOs including Rich City Rides, Los Cenzontles Cultural Arts Center, The Latina Center, Hatlen Center for the Blind, Greater Richmond Interfaith Program, and Lao Family Community Development Foundation. In our engagement processes we translate all print and online materials into the commonly spoken languages relevant to the community. In the Bay Area, we often provide resources in both Spanish and Chinese, and offer translation to other languages including Tagalog, Farsi, Vietnamese, among others. During outreach, we ensure that all printed materials such as posters, flyers, and maps are also multilingual.

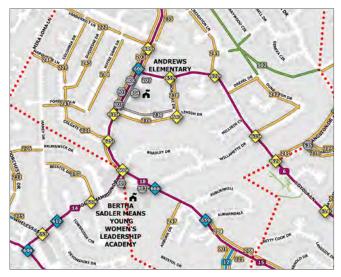


As a part of every project, we create meaningful opportunities for students, parents, and caregivers to shape the recommendations for creating safe, comfortable, and enjoyable ways for students and families to walk, bike, and wheel to school.

We have developed a range of successful SRTS-specific engagement strategies that meaningfully engage youth. One example we are extremely proud of is our Alameda County Safe Routes to Schools program, which has one of the largest, most robust high school programs in the country. The most successful element of this program has been recruiting and engaging high school students from all neighborhoods and socioeconomic backgrounds across Alameda County into a Youth task Force. The Task Force is made up of a collection of high school students who are not only engaged and excited about Safe Routes to Schools, but are a core part of the ongoing programming and at elementary and middle schools. Our model for high school programming, whereby high school students run Safe Routes to School events for leadership and extra curricula credit is a unique and innovative way to involve students who would otherwise turn away from traditional forms of engagement.

Experience with Similar Projects

As a firm, Toole Design has a wide portfolio of SRTS projects of similar sizing, scoping, and funding. We have led hundreds of walk audits at school sites, and we have a reputation for our ability to quickly and carefully evaluate the most critical issues each school faces. Recently, the Napa County Bicycle Coalition (NCBC), a non-profit that seeks to improve bicycling for all residents and visitors in Napa County, received a major grant to conduct Safe Routes to School inventories and walk audits at all of Napa County's 38 schools. Toole Design created a data collection tool for the audits, collected the data for mapping and analysis, and conducted trainings for NCBC staff and county



Toole Design developed over 150 unique deliverables including: 137 individual school plans, a Citywide Summary Report, City Councillevel summary reports, two online maps, and an interactive database of prioritized recommendations for the Austin SRTS project.

stakeholders on the purpose and process of conducting walk audits. Toole Design staff also provided NCBC with guidance and examples regarding the development of SRTS action plans, which NCBC developed for a subset of high-needs schools in the county.

Toole Design led the development of California's first ever Safe Routes to School Action Plan for Orange County. We coordinated directly with Orange County school districts and schools to assess the Safe Routes to School activities in the county. Our team performed a detailed data analysis and developed a prioritization methodology to implement projects systematically through the county. We developed and facilitated a countywide Stakeholder Advisory Committee, and led walk audits at the top prioritized schools to pilot a Safe Routes to School toolkit deployment. Toole Design ensured that the contracting and funding requirements for our client were met with efficiency and care.

Success with Grant Requirements

Our team has an exceptional track record of meeting the requirements of our grant-funded projects, including detailed expense tracking and reporting. For example, since 2017, Toole Design has led the Education and Outreach contract for the Alameda County Safe Routes to Schools Program for the Alameda County Transportation Commission. This is one of the largest SRTS programs in the nation with over 200 elementary, middle, and high schools included.

Toole Design's role on Alameda County SRTS includes overall program management and implementation for schools. The program is primarily funded by a Caltrans grant and has also received grant funds from the Office of Traffic Safety. As a part of our program management obligations, we are responsible for managing and tracking the year-long budget which exceeds \$1 million, including labor and direct expenses for ourselves as the prime and two subconsultants. We are responsible for submitting quarterly program reports on our activities from communication with the schools to the number of students that participate in county-wide engagement events.

Toole Design's success in managing this multi-faceted program is highlighted by the multiple mid-year and end-of-year ratings of "exceeds expectations" from the client on our project management skills, work products, communication style, and ability to deliver our work on schedule and on budget.

In addition, recent Caltrans grant-funded projects in our portfolio for which that we must meet Local Assistance Procedures Manual (LAPM) requirements include: Solano Avenue Complete Streets Plan (City of Albany), San Pablo Multimodal Corridors Study, San Mateo Unincorporated Active Transportation Plan, Re-Envision West Arden Arcade Community Plan, Sonoma County Vision Zero Dashboard, StanCOG Non-motorized Transportation Plan, Oakland 14th Street Safe Routes in the City, and the Fresno Travel by Trail Wayfinding Plan.

Interdisciplinary Collaboration

Interdisciplinary collaboration is at the heart of Toole Design's practice. For many projects, we act as the prime contractor and supplement our in-house skills with experts in communications, outreach and engagement, engineering, environmental, and research. For other projects, we provide specialized bicycle and pedestrian expertise for broader land use, transportation, and economic development teams. We build partnerships that are complementary and cooperative, to offer clients the highest level of quality and to ensure project success.

Toole Design and Kittelson have a long, productive history of collaboration on planning and engineering projects in the Bay Area and across the country. In the last few years we have worked together on over a dozen projects including:

- Blackstone Shaw Activity Center Complete Streets Strategy (Fresno, CA)
- Lake Tahoe Systemic Safety Analysis Report (Lake Tahoe, CA)
- Sacramento Systemic Safety Analysis Report (Sacramento, CA)
- Long Beach Systemic Safety Analysis Report and Vision Zero Plan (Long Beach, CA)
- Go Shasta/Redding Active Transportation Plan (Redding, CA)
- Alameda Countywide CTC Bicycle and Pedestrian Plan (Alameda County, CA)
- Hayward Bike and Pedestrian Plan (Hayward, CA)
- Berkeley Pedestrian Plan Update (Berkeley, CA)
- Unincorporated Alameda County Systemic Safety Analysis Reporting Program (Alameda, CA)
- NCHRP 07-19 Method and Technologies of Collecting Pedestrian and Bike Volume Data
- NCHRP 07-25 Guide for Pedestrian and Bicycle Safety Alternative Intersections

One of our largest, most collaborative projects in the Bay Area is the Alameda County Safe Routes to Schools program, for which we provide prime services for the Education and Outreach Contract. Under that contract, we lead an interdisciplinary, cross-sector team including consultants from the active transportation, engineering, and communications fields; non-profit active transportation advocates; Safe Routes to School practitioners; bicycle and pedestrian safety trainers; and public agencies including Alameda County Transportation Commission (Alameda CTC), the Bay Area's Metropolitan Transportation Commission (MTC), and school district leadership.

Innovative Virtual Engagement

Over the last four months, the Toole Design Team has responded to COVID-19 crisis with a combination of flexibility, nuance, and thoughtful leadership. We have helped our clients quickly adjust schedules and strategies—implementing full online programming where necessary. Toole Design recognizes the current need to be adaptable and creative when it comes to stakeholder and community engagement. We have been a leader in digital engagement for years, and we are prepared to put those skills to work on the San Pablo Safe Routes to School Master Plan for as long as social distancing remains necessary.

We also recognize the need to be fully mindful and transparent about the fact that reaching people who have been historically left out of the planning, design, and engineering process, and actively centering the voices of families of color in our work, is made more difficult when we only rely on digital engagement. Elder caregivers in our community, people who lack access to technology, people who are not aware of the project's existence due to sheltering-in-place – we must be focused on connecting with these neighbors to create an equitable process that truly reflects the needs and desires of San Pablo students and families.

As a part of our engagement process, we will maintain our firm commitment to reaching people who may not have access to, or feel comfortable with, technology. Our ideas for this outreach include:

- Conduct outreach through a mail campaign by mailing postcards to physical addresses to reach parents and students who attend the 10 schools that are a part of this project. The postcards will describe the project, share updates about next steps, and clearly identify ways they can provide input.
- Using incentives to encourage participation in the walk audits and sharing feedback on the draft recommendations.
- Spreading the word about the project through platforms such as Facebook Live and YouTube which may be more accessible than Zoom.
- Holding "office hours" via telephone to share information and answer guestions.

In addition to these efforts to bridge the digital divide, our team has used a wide array of remote engagement strategies to reach a broad cross-section of the community, and we bring these ideas to this project. This includes:

- Remote and online walk audits during our Virginia Safe Routes to School project we used a mobile app, <u>Fulcrum</u>, to allow stakeholders to conduct self-led (socially distanced) walk audits. We have also used a suite of tools for virtual walk audits such as Google Earth Fly-Throughs, and pre-recorded video tours.
- Remote ("At Home") learning and virtual resources for <u>Safe Routes to Schools Programs</u>
- Dynamic comment functions for collecting community feedback on draft plans and documents in PDF format
- Interactive virtual meetings using Zoom breakout rooms and live polling software such as Mentimeter.
- Dynamic social media campaigns including crossplatform integration (Facebook, Twitter, Instagram, and Nextdoor), including our recent <u>#ridethedistance</u> <u>campaign</u> to celebrate Bike Month in May 2020, as a replacement for Bike to School Day, which was canceled due to COVID-19.
- Outdoor floor decals (stickers) that direct participants to online resources via links, QR codes, and text surveys. Decals can also be used to lead participants through a pre-set route for a social-distanced walk audit of a pre-determined route around a school site.
- Interactive web maps and online surveys, such as the <u>San Jose Better Bike Plan</u>
- Online open houses, town halls, and custom websites such as tools created for <u>Unincorporated San Mateo</u> <u>County Active Transportation Plan</u> and the <u>City of</u> Alameda Active Transportation Plan
- Virtual Design Charettes using web-based brainstorming and collaboration tools. During the recent Connect Beverley Hills Streetscape Plan, we used Miro to create an online design studio where our designers produced concepts in real-time, while the community provided feedback in an online "open studio" setting.



Toole Design and Kittelson have conducted walk audits and field safety assessments in communities throughout the Bay Area and California.

PROJECT EXPERIENCE

The Toole Design Team has led over 500 SRTS projects across North America. The following section provides an overview of some of our most relevant SRTS work, as well as work in San Pablo and throughout the state.

ALAMEDA COUNTY SAFE ROUTES TO SCHOOLS EDUCATION AND OUTREACH

ALAMEDA COUNTY, CA

Since 2017, **Toole Design** has administered the Education and Outreach contract for the Alameda County SR2S Program. This program is one of the largest SR2S programs in the nation with over 200 participating elementary, middle, and high schools throughout Alameda County. Toole Design manages a team of SR2S site coordinators who partner with schools to implement the SR2S program, including ongoing walk and roll to school days, large countywide events, and technical assistance.

Toole Design is developing communication and outreach materials and newsletters; assessing current school-level and district-level policies and developing curriculum to better integrate the SR2S program at schools; and tracking performance measures.

AUSTIN SAFE ROUTES TO SCHOOLS INFRASTRUCTURE PLAN

AUSTIN, TX

Toole Design is working for the City of Austin Public Works Department to prioritize infrastructure projects around 133 schools that create safer options for students to get to and from school using active modes of transportation. The priority projects are being implemented even before the plan is complete, due to the requirements of a 2016 Mobility Bond that dedicated \$27.5 million for SRTS infrastructure.

Toole Design is using a phased approach to tackle the massive undertaking, with 25-30 audits taking place each semester. We developed a tailored, data-driven prioritization process to rank projects, resulting in a

priority list of investments for each school, each City Council district, and the City overall. The plan's extensive outreach component includes public open houses in each City Council District, over 60 pop-up events, and an online interactive WikiMap in both Spanish and English. The completed plan will include a list of prioritized projects that will be implemented with bond funds.

SAN PABLO MULTIMODAL CORRIDORS STUDY

SAN PABLO, CA

The City of San Pablo's Bicycle and Pedestrian Master Plan identified 10 high priority corridors to be to be further evaluated in order to establish community-supported designs that can move forward for implementation. **Toole Design** is working directly with City staff and multiple community-based organization (CBO) partners to develop all ages and abilities corridor options for people walking, bicycling, and accessing transit that can feasibly work within existing right-of-way constraints. Each CBO partner receives a direct stipend for their participation in the process and are responsible for helping to ensure trade-offs and potential designs meet the needs of San Pablo's diverse community.

Toole Design is conducting an in-depth feasibility analysis of each corridor to evaluate impacts of multiple alternative design options. This includes review existing traffic conditions, parking usage, roadway width and right-ofway constraints, transit access, and collision histories along each corridor. The initial design concepts will then be reviewed by the CBO partners to address equity and access concerns prior to being released to the public. Through a series of community workshops and pop-up input stations that are being co-hosted with CBO partners, participants are able to provide recommendations for design alternations and vote on their favorite alternatives. A temporary demonstration (tactical urbanism event) will also allow community participants to experience firsthand how their selected preferred alternative will feel once installed on-the-ground. The Final Corridors Study Report will include planning-level cost estimates and an action plan to lay the foundation for rapid implementation.

SAN PABLO INTERSECTION ROADWAY NETWORK STUDY SYSTEMIC SAFETY ANALYSIS REPORT

SAN PABLO, CA

Kittelson evaluated all public roadways within the San Pablo city limits. The focus of the work was to identify systemic safety risk factors and key priority locations for potential safety improvements. Kittelson analyzed five years of crash data to identify citywide patterns and trends; calculated crash severity scores for each segment and intersection across the city to identify high-priority corridors; conducted field reviews for all high-priority locations; identified recurring roadway characteristics associated with crash risk; identified systemic treatments and locations for those treatments; identified nonengineering strategies to support the engineering improvements; developed concept designs and cost estimates for the highest-priority locations; and prepared California Highway Safety Improvement Program (HSIP) applications for the highest-priority locations.

Several of the priority corridors identified as part of the study are adjacent to schools. For the 23rd Street priority corridor adjacent to Richmond High School, Kittelson conducted a field visit, walking the corridor, observing ingress/egress for the school, and identifying a number of improvements along the school's 23rd Street frontage, such as enhanced pedestrian crossings, speed management treatments, and improved access management. For the Broadway priority corridor, which passes by Helms Middle School where Broadway transitions to El Portal Drive at the intersection of Road 20 and then a few hundred feet farther west at the intersection of Church Lane (all of which segments and intersections were identified as high priority), Kittelson conducted field work and observations and identified a number of treatments to improve pedestrian and intersection safety.

As part of the process to complete the technical work, Kittelson worked with the City of San Pablo to conduct community outreach. Kittelson engaged a local community-based organization to help host the outreach and provide childcare services to support the attendance of families. Because San Pablo has a large Spanish-speaking population, Kittelson worked with a local health community group and engaged an interpreter to provide real-time, inperson interpretation at the outreach meeting and provided translation of meeting materials and advertisements.

NAPA COUNTY BICYCLE COALITION SAFE ROUTES TO SCHOOL WALK AUDIT TRAINING

NAPA COUNTY, CA

The Napa County Bicycle Coalition (NCBC), a non-profit that seeks to improve bicycling for all residents and visitors in Napa County, received a major grant to conduct SRTS inventories and walk audits at all of Napa County's 38 schools. **Toole Design** is training NCBC staff and stakeholders on how to conduct walk audits, create a data collection tool for the data gathered during the audits, and organize the data for mapping and analysis. Toole Design provided guidance and examples to NCBC on how to develop SRTS action plans with infrastructure recommendations. NCBC will use this training to develop action plans for a subset of under-resourced schools in the county.

ORANGE COUNTY SAFE ROUTES TO SCHOOL ACTION PLAN

ORANGE COUNTY, CA

Toole Design is leading the development of Orange County's first SRTS Action Plan. This involves coordinating directly with Orange County school districts and schools to assess their current SRTS activities. Our team performed a detailed data analysis and developed a prioritization methodology to implement projects systematically through the county, and we will lead 10 walk audits at the top prioritized schools to pilot a SRTS toolkit deployment. We are leading the development and facilitation of a countywide Stakeholder Advisory Committee. This project is jointly managed by the Orange County Transportation Agency and the Orange County Health Care Agency.

NAVIGATOR WATSONVILLE PREP TRAFFIC IMPACT ANALYSIS

WATSONVILLE. CA

Navigator Schools is expanding a K-8 charter school and relocating it within Watsonville. **Kittelson** evaluated

site access to the new site and recommended safety improvements near the site for students walking and biking to school. Kittelson worked with the school to develop a transportation management plan and developed options for the school to consider for managing student drop-off/pick-up activity. If the project is approved in the fall of 2020, pedestrian crossing improvements to support Safe Routes to School would be constructed.

5-YEAR SAFE ROUTES TO SCHOOL ACTION PLAN

SEATTLE, WA

Toole Design assisted the City of Seattle with the development of a comprehensive 5-Year SRTS

Action Plan. The Action Plan focuses on improving safety on roads around all schools in Seattle using engineering, enforcement, education, encouragement, and evaluation approaches. The Action Plan's detailed implementation plan that identifies strategies and assigns responsibilities and timelines for the City and its partners, including Seattle Public Schools, Seattle Police Department and Cascade Bicycle Club.

In addition to the Action Plan, Toole Design developed an implementation and outreach protocol for the deployment of photo enforcement in school zones, identified and prioritized locations for engineering improvements, developed an engineering toolkit, and developed conceptual designs for safety projects at a dozen high priority locations. To support the City's education and encouragement efforts, Toole Design initiated and facilitated a process to develop a bicycle and pedestrian safety education curriculum, which the Cascade Bicycle Club completed and is implementing in every 3rd, 4th, and 5th grade classroom in Seattle Public Schools.



Toole Design worked with numerous partners to develop recommendations for Seattle's Safe Routes to School Action Plan.

Toole Design produced a resource "how to" guide to be used by school champions to initiate or bolster SRTS programs and a message map for targeting different age groups with encouragement and safety messages. We worked closely with the City's consultant team to develop an arrival/departure toolkit intended to give school safety committees detailed information on how to improve safety in the immediate vicinity of schools. All materials are available at: seattle.gov/transportation/saferoutes_actionplan.htm.

BOSTON PARTNERSHIPS TO IMPROVE COMMUNITY HEALTH

BOSTON, MA

The Boston Public Health Commission (BPHC) and Boston Public Schools (BPS) hired **Toole Design** to develop a comprehensive SRTS Strategic Action Plan. The three-year project included school audits, stakeholder outreach, mapping, and strategic planning services in support of the City of Boston's SRTS program. The program was funded by a Centers for Disease Control and Prevention grant—Partnerships to Improve Community Health (PICH).

In the first phase of the project, Toole Design performed walkability audits of neighborhoods surrounding 15 schools, developed and geocoded engineering recommendations, and estimated planning-level construction costs. Toole Design then facilitated 6 workshops with representatives from 17 schools to



Issues and recommendations for UP Academy Dorchester developed as part of Toole Design's work for Boston Public Schools.

identify existing and preferred walking routes to school. We audited workshop results with geospatial network and safety analyses and created walking route maps consistent with Boston's SRTS branding toolkit. The City used the recommendations and preferred walking routes to prioritize short-term infrastructure improvements.

We also audited bike parking at 10 elementary schools and recommended locations for new bike racks as well as modifications to existing parking, where available. Toole Design assessed each school site to identify bike parking locations that were convenient, accessible, visible, and feasible, and inventoried existing bike parking, including location, condition, type, and compliance with guidelines.

In the second phase of the project, Toole Design developed an Action Plan for the next five years of Boston's SRTS program. To develop the plan, Toole Design organized and facilitated a strategic planning retreat that brought together representatives from BPHC, BPS, Boston Transportation Department, Boston Police Department, Boston Public Works, and the Harvard School of Public Health to brainstorm program goals, strategies, partners, staffing, funding, and essential next steps. We then drafted an Action Plan that provided a path forward for Boston's SRTS program through realistic, actionable, and sustainable strategies. The Action Plan also outlined visionary program goals, objectives, and activities and identified prescriptive short-, medium-, and longterm strategies to achieve goals and objectives.

NATIONAL CENTER FOR SAFE ROUTES TO SCHOOL

Toole Design has been a leader in developing, promoting, and adapting National SRTS resources for programs across the United States for over a decade. Jennifer Toole served as the primary author of the FHWA Guidance for the Federal SRTS Program under SAFETEA-LU in 2005, and since that time the firm has been the primary contractor working with the National Center for Safe Routes to School to provide technical assistance to local SRTS programs and state SRTS coordinators. We have performed many tasks, including developing, coordinating, and delivering trainings; developing SRTS resources; updating website information; and fielding questions on the Center's SRTS toll-free line.

In 2007, Toole Design conducted a review of state SRTS Programs to assess how state DOTs had structured the program, and in 2011 we oversaw the development of the SRTS Noteworthy Practices Guide, a resource for state

SRTS programs developed by AASHTO with funding from the National Center. Toole Design also developed the first modules of the SRTS National Course, which trains local champions to build consensus, identify issues and solutions, support equity, and prioritize needs for safety improvements around schools.

Over the years, we have co-instructed and coordinated several dozen National SRTS Courses throughout the U.S.

VISION ZERO FOR YOUTH

PEDESTRIAN AND BICYCLE INFORMATION CENTER

Toole Design is supporting the Pedestrian and Bicycle Information Center in preparing various educational and technical resources to advance both child safety and Vision Zero strategies through an initiative called Vision Zero for Youth. The initiative aims to build on the knowledge and model practices developed under SRTS programs and present child-focused efforts as a catalyst for buy-in and public support necessary for culture change.

Toole Design created resources such as messaging for websites, brochures and pamphlets, research and case studies, and tools and guides detailing strategies to achieve zero pedestrian and bicyclist deaths. These resources are specific to school travel issues and oriented towards children, parents, school administrations, and community members, and they involve engagement with communities, schools, cities, MPOs, and states to gather information and to disseminate and support the implementation of

the resulting resources. Toole Design will support a Vision Zero for Youth Demonstration project and development/pilot testing of two resources.

LIGHTHOUSE CHARTER SCHOOL TRAFFIC IMPACT ANALYSIS

OAKLAND, CA

Lighthouse Community Public Schools secured a new facility at 105th Avenue/Edes Avenue in East Oakland for a second school and anticipates fullcapacity enrollment—840 students in grades K-12 and occupancy scheduled for August 2020. Kittelson completed an environmental review of multimodal circulation and transportation impacts, which included diagnostic field reviews of two railroad crossings for safety improvements. Kittelson designed circulation improvements on local streets and identified on-site circulation improvements to enhance traffic flow during busy drop-off/pick-up periods. Kittelson developed and conducted an online survey of parents regarding mode choice for student travel to school to assist the school in determining how to incentivize carpooling. Kittelson has continued to advise the school on circulation matters as the student population grows year by year and how to improve upon its transportation management plan.



Our team relies on an interdisciplinary approach when conducting walk audits by involving parents, school administrators and staff, transportation planners, engineers, and urban designers.







ALIA ANDERSON, AICP

PRINCIPAL-IN-CHARGE

PROFESSIONAL HIGHLIGHTS

Years of Experience: 17

Toole Design: 2013-Present

Urban Land Institute, Washington District Council: 2011-2013

Reconnecting America: 2009-2011

Urban Land Institute: 2008

EDUCATION/ CERTIFICATION

Master of Urban Planning, University of California, Berkeley: 2009

Bachelor of Arts, Biology and Environmental Sciences, University of Virginia: 2002

American Institute of Certified Planners

National Safe Routes to School Course Instructor

APPOINTMENTS/ AFFILIATIONS

American Planning Association

Association of Pedestrian and Bicycle Professionals

Urban Land Institute

Alia has more than 17 years of experience in transportation and land use planning. As Toole Design's Director of Planning for North America, Alia leads multimodal transportation planning projects and helps to oversee the company's talented team of planners. Alia has a strong background with Safe Routes to School (SRTS) programs, having started her career as a local SRTS coordinator and now working on some of the largest SRTS programs in the U.S. Alia has managed or overseen citywide SRTS plans in six cities, worked with seven state DOTs on SRTS programs, and led SRTS access plans for dozens of individual schools. Alia regularly provides support to Toole Design's ongoing contracts with the National Center for Safe Routes to School as well as several state-level SRTS resource centers. She is a trainer with the National Center for Safe Routes to School and has provided trainings to audiences ranging from traffic engineers to health practitioners, elected officials, and community leaders.

SELECTED PROJECT EXPERIENCE

Austin Safe Routes to School Infrastructure Plan, Austin, TX

As the Project Manager, Alia is oversaw this project, including walk audits at 130 schools, public engagement, and the development of engineering recommendations to support safe walking and biking to school. Alia developed a data-driven prioritization methodology that ranked recommendations and created a work plan for \$27.5M in local bond funds. She managed a comprehensive outreach campaign involving an online interactive map, ten Open House meetings, a social media campaign and engagement with elected and school district leaders.

Arlington Public Schools Transportation Demand Management (TDM) Plan, Arlington, VA As the Project Manager, Alia's work included the analysis of over 5,000 surveys from students, parents and staff, field work at 41 school sites, an inventory of transportation-related greenhouse gas emissions, research on best practices in school-related TDM programs in the U.S., and a comprehensive review of existing APS policies related to transportation and health. This extensive effort resulted in a first-of-its-kind TDM master plan that identified performance targets, goals, and recommended strategies to support multimodal transportation.

Boston Public Health School Walk Audits, Boston, MA

For this citywide Safe Routes to School Strategic Plan, Alia conducted the Quality Control reviews for school infrastructure audits at over a dozen schools. She facilitated a day-long workshop with staff from the city and school district, which was used to build consensus around the next phase of leadership, funding and program priorities for the SRTS program. Alia reviewed and contributed to the final Strategic Plan, which identified key partners and priority program strategies.

National Center for Safe Routes to School

Alia provides oversight and support for Toole Design ongoing work with the National Center for SRTS. Alia oversees the development of new resources and helps coordinate national SRTS trainings. In 2005, Alia became a SRTS National Course instructor and has subsequently co-instructed numerous SRTS Courses for audiences ranging from state-level transportation officials to local groups of parents, teachers, and advocates.





MEGAN WOOLEY-OUSDAHL, AICP

PROJECT MANAGER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 10

Toole Design: 2017-Present

City of San Bruno, Community Development Department: 2016-2017

Town of Chapel Hill, Office of Planning and Sustainability: 2010-2015

EDUCATION/ CERTIFICATION

Master of City and Regional Planning, University of North Carolina at Chapel Hill: 2010

Bachelor of Arts, Politics, Hendrix College: 2008

American Institute of Certified Planners

AWARDS

2012 Town and Gown Salute to Community Heroes Award, Chapel Hill-Carrboro Chamber of Commerce

APPOINTMENTS/ AFFILIATIONS

American Planning Association

Megan is Toole Design's California SRTS Practice Lead and a Senior Planner. She has experience managing SRTS programs, land use and transportation projects, such as bicycle and pedestrian plans, streetscape plans, general and specific plans, and development agreements. She is skilled in facilitating conversations that explore community needs and interests and in helping communities understand trade-offs and options. Megan builds partnerships by working collaboratively with universities, county and municipal governments, community organizations, non-profits, and advocacy groups.

SELECTED PROJECT EXPERIENCE

Alameda County Safe Routes to Schools Program, Alameda County, CA Megan leads the education and outreach contract for the Alameda County SR2S Program, one of the largest Safe Routes to Schools programs in the nation. Megan is responsible for the management of the program, including program implementation, building champion capacity and program sustainability, and implementing the "Access Safe Routes" program which serves schools with historically underserved student populations that need additional support to meet their SR2S goals. Megan also guides the development of communication materials, including the Communications Master Plan. Currently, the program serves over 120 schools and is poised to expand in the next school year.

San Mateo Bicycle Master Plan, San Mateo, CA

As Project Manager, Megan was responsible for the development of a safe, comfortable, and connected bicycle network for the City of San Mateo. This bicycle network serves the needs of all San Mateo residents, no matter their age or ability, and creates safe connections to neighborhoods and community destinations. Megan was responsible for coordinating all aspects of plan development including community engagement, existing conditions analysis, network and support program development, and development of an implementation strategy.

Pasadena Union Street Cycle Track, Pasadena, CA

Megan is leading the outreach and public engagement efforts for the process to design a two-way protected bicycle lane on Union Street in Pasadena, CA. To share information about the project, Megan developed inclusive, engaging outreach materials, including posters, a website, and a "one-stop" project fact sheet. Megan organized the initial community workshop, and attendees commented on the appealing and informative workshop set-up and materials.

Solano Avenue Complete Streets Plan, Albany, CA

Megan was the Project Manager for the effort to develop a new streetscape design for Albany's main street corridor. The corridor design incorporates urban design, pedestrian safety improvements, stronger transit connections, landscaping and stormwater upgrades, and improved bicycle connections. Megan was responsible for ensuring the delivery of high-quality, on-schedule deliverables that are visionary, yet implementable, and for creating an interactive, engaging community input process.





ADAM VEST, P.E., PTOE

QA/QC LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 16

Toole Design: 2019-Present

Kittelson and Associates, Inc.:

2006-2019

Cardno: 2009

Kimley-Horn and Associates,

Inc.: 2004-2006

EDUCATION/ CERTIFICATION

Master of Science, Civil Engineering, University of Kentucky: 2003

Bachelor of Science, Civil Engineering, University of Kentucky: 2002

Professional Engineer: DC, FL, MD. PA. VA

Professional Traffic Operations Engineer

APPOINTMENTS/ AFFILIATIONS

Institute of Transportation Engineers

Association of Pedestrian and Bicycle Professionals

For the past 15 years, Adam has led complex urban transportation planning and engineering projects for local and state agencies, private developers, and academic research institutions across the United States. Adam's work incorporates a human-scaled, Complete Streets approach to transportation planning and engineering, and he develops innovative solutions that support mobility, safety, and connectivity for all users. Adam understands how to effectively convey critical project impacts and creative solutions to community members and key stakeholders.

SELECTED PROJECT EXPERIENCE

San Pablo Bicycle and Pedestrian Corridor Study, San Pablo, CA

Adam is managing the evaluation of 10 corridors in the City of San Pablo in order to prioritize strategic implementation of active transportation enhancements. The evaluation includes traffic data collection, detailed traffic and parking analysis, concept development, and a robust community engagement program, ultimately positioning the City with a better understanding of corridor constraints and opportunities to better position itself for grant funding and construction of these community-vetted projects.

Santa Monica Wilshire Boulevard Safety Study, Santa Monica, CA Adam is serving as the lead engineer on a detailed safety study of the 2.4-mile stretch of Wilshire Boulevard in the City of Santa Monica. The team led a detailed quantitative and qualitative safety and traffic analysis to understand current conditions, including a full-day Road Safety Audit. He is overseeing the development of 30% design plans and cost estimates for systemic and hot-spot countermeasure locations on the corridor, including detailed designs at seven intersections.

Hermosa Beach Systemic Safety Analysis Report Program, Hermosa Beach, CA Adam is managing a detailed systemic safety analysis across the entire City, identifying priority safety locations that meet Caltrans criteria for future funding, developing safety recommendations, and setting the City up for Highway Safety Improvement Program funding. The team is conducting virtual community outreach during the COVID-19 pandemic, supported by custom-built online surveys and comment maps to solicit community feedback on problem locations and potential recommendations.

Citrus Heights Multimodal Transportation Safety Program, Citrus Heights, CA Adam is managing a citywide multimodal systemic safety analysis to identify priority locations for safety countermeasures. Toole Design is developing a methodology for prioritizing projects and a supporting automated tool. The prioritization tool includes an online ArcGIS map and Microsoft Excel tool that the City will use to prioritize requests from residents and to identify countermeasures to address safety concerns.

C Street NE Multimodal Corridor Study, Washington, DC

Adam managed the multimodal corridor study which focused on re-evaluating the role of an urban arterial within a residential neighborhood through innovative approaches to transportation planning and analysis. Through detailed multimodal traffic operations, urban planning, and a public engagement program, the team developed preliminary design plans for the roadway. The modifications included a reduction of travel lanes, raised protected bike lanes, floating bus stops, and green stormwater infrastructure.





MIA CANDY

PLANNING AND ENGAGEMENT LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 8

Toole Design: 2020-Present

Housing NOLA: 2019

Renaissance Planning: 2016-2019

Chapel Hill Downtown Partnership: 2016

Center for Urban and Regional

Studies: 2014-2015

EDUCATION/ CERTIFICATION

Masters of City and Regional Planning, University of North Carolina: 2016

Bachelor of Arts, Anthropology and English Literature, University of Cape Town: 2010

APPOINTMENTS/ AFFILIATIONS

American Planning Association, International Division

San Francisco Bay Area Planning and Urban Research Association

RECENT PUBLICATIONS

"Planning for Women: Lessons for the United States from International Case Studies," Carolina Planning Journal, 2019

"A Framework for Flexibility: Managing Uncertainty in National Technical Assistance Programs," Carolina Planning Journal, 2018 Mia is a project planner with expertise at the intersection of urban planning and design, public health, and economic development. She is an experienced Project Manager focused on integrated land use and transportation, multimodal corridor planning, Complete Streets, and Safe Routes to School. She specializes in community engagement techniques, research, spatial analysis, policy writing, and visual communication. Mia works in communities of all sizes throughout the U.S., Canada, and South Africa. She builds cross-sector partnerships by working closely alongside grassroots nonprofits, research institutes, unions, universities, K-12 public schools, federal and state agencies, regional and metropolitan planning organizations, transportation network companies, and local government.

SELECTED PROJECT EXPERIENCE

Alameda County Safe Routes to Schools Program, Alameda County, CA Mia serves as the Project Manager for this initiative encouraging families to walk, bike, carpool, and take transit to school. Mia leads a cross-sector team of non-profit practitioners and public agency staff to deliver timely and effective programming and events. She ensures long-term program sustainability and maintains strong relationships between all partners.

MTC Richmond San-Rafael E-Bike Commuter Program, San Francisco Bay Area, CA Mia serves as the project manager for the community engagement element of this Pilot E-Bike Commuter Program. The program, which is still in its infancy, will be designed to encourage e-bike commuting on the newly opening Richmond-San Rafael (RSR) bike path by providing attractive e-bike loan, lease, ownership options. The project will also include quick build or placemaking demonstration to activate the bridge. Mia is leading the Toole Design Team to identify and build relationships with Community Based Organizations (CBOs) in Richmond and Marin, and will coordinate all community engagement strategies including social media campaigns, pop-up events, a Bike to Work Day campaign, and safety and repair classes.

Complete Streets, Healthy Community Plan, Martinsville, VA

Prior to joining Toole Design, Mia was the Deputy Project Manager supporting the development of a Complete Streets plan for a historic, African American corridor. The project was funded through a statewide grant program to encourage transportation-efficient urban design. Mia facilitated the public participation process, led walking community tours and safety audits, conducted best practices research, developed concept maps and cross sections, and managed the production of the final plan.

Dream Up Downtown, Chapel Hill, NC

As an independent consultant and project manager, Mia designed and led a series of Jane Jacobs Walks focused on public space and urban design. She worked closely with community leaders to develop the routes and curriculum, and coordinated all marketing, outreach, and evaluation. She also conducted an environmental design analysis of an underutilized public plaza, executed a tactical urbanism intervention in the space, and presented design improvement recommendations to local elected officials.





PATRICK GILSTER, AICP

FIELD ASSESSMENT LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 8

Toole Design: 2018-Present

Fehr & Peers: 2014-2018

Lisa Wise Consulting, Inc.:

2013-2014

City of Lake Forest: 2011-2012

EDUCATION/ CERTIFICATION

Master of City and Regional Planning, Master of Science in Engineering and Transportation, California Polytechnic State University, San Luis Obispo: 2014

Bachelor of Arts in English and Community, Environment, and Planning, University of Washington: 2011

American Institute of Certified Planners

Patrick is a senior planner and associate with experience serving as a project manager on active transportation plans, Safe Routes to School evaluations, trail studies, transportation impact studies, bicycle and pedestrian safety assessments, parking management, and transportation demand management plans. Patrick is passionate about collaborating with clients to create accessible, family-friendly bicycle and pedestrian networks that meet the needs of all transportation system users. Patrick excels at customizing community involvement for every plan by tailoring outreach strategies to effectively reach people where they are and encouraging those who can't attend in-person events to participate through digital platforms.

SELECTED PROJECT EXPERIENCE

San Pablo Bicycle and Pedestrian Corridor Study, San Pablo, CA

Patrick is serving as the Deputy Project Manager and lead planner to help the City of San Pablo evaluate community-supported implementation strategies for ten high priority bicycle and pedestrian corridors identified in the City's Bicycle and Pedestrian Master Plan. He is leading the public engagement process and is working with two community-based organizations to reach members of San Pablo's diverse community that would normally participate in local government planning processes. Patrick is responsible for ensuring that designs balance multimodal needs and that preferred alternatives are in line with the community's priorities and aesthetic preferences.

Napa Valley Transportation Authority (NVTA) Safe Routes to School, Napa County, CA Patrick served as the lead walking audit trainer and evaluator assisting the Napa County Bicycle Coalition and NVTA by creating a series of "train the trainer" courses. He created interactive materials to cover how to assess infrastructure and operations near schools and conducted example walking audits with staff representatives from all Napa County jurisdictions. The trainings helped staff prepare for and conduct walking audits with local stakeholder at 38 schools across Napa County.

Alameda County Unincorporated Areas Safe Routes to School Plan, Alameda County, CA

Patrick was the Deputy Project Manager and Lead Planner responsible for adapting the UC Berkeley Tech Transfer's A Technical Guide for Conducting Pedestrian Safety Assessments for California Communities to conduct 35 school walking audits. An infrastructure inventory was conducted of pedestrian and bicycle facilities within 1/2-mile of each school to identify connectivity barriers. Each of the 35 schools received a school fact sheet that highlighted recommended bicycle, pedestrian, circulation, programmatic, encouragement, and other safety improvements.

Contra Costa Transportation Authority Safe Route to School, Contra Costa County, CA As Project Planner, with a previous firm, Patrick worked with the Contra Costa Transportation Authority to take a comprehensive look at SRTS programs and projects throughout the county. Patrick facilitated direct planning and engineering technical assistance with half of the 17 participating schools to address local needs in rural, suburban, and urban contexts. The technical assistance program included a walking audit with local stakeholders, data collection, and a memorandum with engineering recommendations and concepts.





JOEL SHAFFER, EIT

ENGINEER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 4

Toole Design: 2015, 2017-Present

SMA Rail Consulting + IT, Corporation: 2016-2017

EDUCATION/ CERTIFICATION

Master of Science, Engineering, Transportation Concentration, Northeastern University: 2016

Bachelor of Science, Civil Engineering, Northeastern University: 2016

Engineer-in-Training: MA

Joel is an engineer with design and planning backgrounds in bicycle, pedestrian, and transit projects. His experience includes walk audits, state-of-the-art bicycle and pedestrian infrastructure design; project management; bicycle, pedestrian, and transit access planning; cost estimation; and meaningful community engagement. Joel uses his knowledge of design standards coupled with his planning experience to create feasible and effective active transportation solutions that promote walking, bicycling, and transit use by people of all socioeconomic backgrounds and physical abilities.

SELECTED PROJECT EXPERIENCE

Hayward Bicycle and Pedestrian Plan, Hayward, CA

Joel was responsible for planning and facilitating three walking audits of existing pedestrian infrastructure at key locations. He developed walk audit materials including agendas, informational route maps, heat maps of reported crashes, and checklists. Feedback received during the walk audits informed Plan bicycle and pedestrian facility recommendations and priorities.

Richmond Ferry to Bridge to Greenway Plan, Richmond, CA

Joel served as Project Manager and head engineer for this plan to connect key bicycling destinations. Joel was responsible for the development of conceptual designs in key locations throughout the project area, coordination with the prime consultant, attending public outreach events to discuss his conceptual designs, coordinating internal QA/QC of designs, and managing the project budget.

San Mateo Bicycle Master Plan, San Mateo, CA

As Deputy Project Manager and engineer, Joel was heavily involved in the planning and implementation of community engagement activities, including stakeholder meetings and a Community Bike Tour. Joel worked to ensure that community engagement resulted in feedback from a representative cross-section of the San Mateo community. He gathered input received during outreach events, developed a project prioritization analysis, divided bikeway recommendations into prioritized projects, and reviewed planning-level cost estimates and conceptual engineering designs produced by the subconsultant.

West Las Positas Bikeway Feasibility Study, Pleasanton, CA

Joel is responsible for the development of seven low- and high-cost conceptual design alternatives for the redesign of West Las Positas Boulevard into a safer and more attractive corridor. Joel's designs incorporate key walking and bicycling desire lines, state-of-the-art bicycle facilities, and safety treatments. His designs account for existing vehicle speeds and volumes, turning movements at major intersections, crash data, transit service, and existing utilities.

Vera Avenue Bicycle Boulevard Project, Redwood City, CA

Joel is serving as Project Manager for the development of 15%, 95%, and 100% PS&E designs of a bicycle boulevard on Vera Avenue. The bicycle boulevard will provide a low-stress connection and will be a quick build. Joel's responsibilities include client and internal coordination, budget management, best practice engineering design, development of quantity takeoffs and cost estimates to augment the final design, and providing construction engineering support during installation.





JONATHAN YUAN

PLANNER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 2

Toole Design: 2019-Present

Sam Schwartz Engineering: 2019

Philadelphia Chinatown Development Corp.: 2018-2019

San Francisco Municipal Transportation Agency: 2018

EDUCATION/ CERTIFICATION

Master of City Planning, University of Pennsylvania: 2019

Bachelor of Arts, Economics, Informatics, New York University: 2016 Jonathan is a planner dedicated to making our cities livable, enjoyable, and safer for people of all ages and abilities. With skills ranging from GIS and data analytics to conceptual design, Jonathan has supported projects crossing public and private sectors, and negotiated conflicting needs between public agencies, community members, and stakeholders. Jonathan recognizes the importance of empowering bicyclists and pedestrians to make streets better for everybody.

SELECTED PROJECT EXPERIENCE

San Pablo Corridor Study, San Pablo, CA

The San Pablo Corridor Study provides crucial follow-up to bikeways recommended by in the Bicycle and Pedestrian Plan adopted in 2017. Jonathan is developing a community engagement plan and coordinating with local community-based organizations in order to collaborate with, collect feedback from, and educate residents and local stakeholders. As a GIS Analyst, Jonathan is also responsible for maintaining detailed planning and engineering data for all of the corridors in the study.

Alameda County Safe Routes to School, Alameda, CA

For the Alameda County Safe Routes to School Program, Jonathan supports public engagement efforts with site coordinators to collaborate with and educate students, parents, and school faculty about SRTS programs such as International Walk and Roll to School Day and Bike Month. Jonathan also refines and creates instruction and promotional content for these activities.

Sonoma County Vision Zero Data Dashboard, Sonoma County, CA
Jonathan coordinates over a dozen local agencies and compiles data from each
one to inform a Vision Zero Data Dashboard for the Sonoma County Transportation
Authority. Using a variety of online GIS tools, such as ArcGIS Online and
OpenStreetMap, Jonathan is creating a data dashboard using a broad array safety
data to drive policy- and decision-making.

City of Alameda Active Transportation Plan, Alameda, CA

The City of Alameda is consolidating and updating its nearly decade-old Pedestrian and Bicycle Master Plans. As a planner for this Active Transportation Plan, Jonathan supported the entire planning process and helped the city shift towards safer and more comfortable walking and biking. This included engagement with residents and stakeholders, existing conditions data collection and analytics, webmap production, and project prioritization and visualization.

Napa Countywide Bicycle Plan, Napa County, CA

Jonathan provided support on this plan developing program and policy guidance for the Napa Valley Transportation Authority and the city, town, and governments within the county. The bike network recommendations will suit transportation and recreation trips alike, and will be prioritized into a phased implementation strategy. The plan will provide separate tear-out sections with network recommendations for each jurisdiction that will help guide funding pursuits and decisions.





ERIN FERGUSON, P.E., RSP

FIELD ASSESSMENT LEAD AND ENGINEER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 15

Kittelson & Associates, Inc: 2010-Present

EDUCATION/ CERTIFICATION

Master of Science, Civil Engineering, University of Texas, Austin: 2010

Bachelor of Science, Civil Engineering, University of Portland: 2005

Professional Engineer: CA

Certified Road Safety Professional (RSP), Transportation Professional Certification Board

APPOINTMENTS/ AFFILIATIONS

Transportation Research Board Committee on Highway Safety Performance, Member

Transportation Research Board Committee on Safety Data, Analysis, and Evaluation, Member

Women in Transportation Seminar, Member Erin enjoys working with communities to plan for and implement projects that build toward community vision. As an avid runner and cyclist, she understands the need for adequate sidewalks, multi-use paths, and bicycle lanes that better facilitate travel by foot and bicycle. As an engineer, she also under-stands the challenges of safely serving multiple modes, often with limited re-sources. Erin blends national research experience (as a co-author of the Highway Safety Manual, First Edition, and member of the Transportation Research Board Committee on Highway Safety Performance and Committee on Safety Analysis, Data, and Evaluation) with practical planning and project applications to help communities develop balanced, sustainable, and implementable solutions.

SELECTED PROJECT EXPERIENCE

San Pablo Intersection Roadway Network Study Systemic Safety Analysis Report, San Pablo, CA

Erin was Project Manager for Kittelson's work to evaluate the City of San Pablo's high-injury street network in order to identify systemic safety risk factors and key priority locations for potential safety improvements. The firm used safety performance measures from the Highway Safety Manual to assess crash frequency, severity, and proportions of specific crash types. This approach was complemented by a systemic safety risk factor analysis to assess existing roadway characteristics and traffic patterns influencing crashes. Kittelson developed HSIP grant-ready projects and applications.

Alameda CTC Countywide Active Transportation Plan; Alameda County, CA Erin was Project Manager for an update of the Alameda CTC's countywide bicycle and pedestrian plan, identifying projects, programs, and policies to increase biking and walking while improving safety. The firm led planning and project development for corridor alternatives and helped the CTC determine capital and non-capital improvements. To ensure access across jurisdictional boundaries, the Kittelson team determined eligibility for countywide bicycle/pedestrian discretionary funding, shaped the program for a bicycle/pedestrian coordinator position, and confirmed corroboration with the countywide transportation plan.

Fremont Systemic Safety Analysis Report Project, Fremont, CA

Erin was Project mManager for an in-depth analysis of collision data to identify crash trends and causes of traffic fatalities and severe injuries on the City of Fremont street network. Based on the findings, Kittelson identified systemic countermeasures to reduce the number of traffic fatalities and injuries. The approach proactively addressed risks and supported Fremont's Vision Zero commitment by mitigating risk comprehensively across the city. Kittelson worked closely with city staff to refine findings and select priority locations with the greatest potential for reducing crash severity. For these locations, Kittelson developed safety projects and supporting materials for Fremont to request California HSIP funds.





AMY LOPEZ, RSP

SENIOR PLANNER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 7

Kittelson & Associates, Inc: 2013-Present

EDUCATION/ CERTIFICATION

Master of Science Engineering and Transportation Planning, California Polytechnic State University, SLO, 2012

Master of Art, City and Regional Planning, California Polytechnic State University: 2012

Bachelor of Art, Architectural Studies, University of Kansas: 2006

Certified Road Safety Professional (RSP), Transportation Professional Certification Board Amy is a senior planner who manages projects that improve safety, mobility, and access for all roadway users, especially vulnerable users. Amy's project work centers on planning for Complete Streets, designing facilities to improve safety for all users, using valuable curb space, identifying neighborhood traffic solutions, and grant writing. She brings expertise in the thoughtful analysis of project issues, using an approach that considers owner and stakeholder needs, and community engagement objectives—with the goal of achieving consensus around proposed transportation improvements. Amy is skilled at conveying technical information clearly to community members, and adept at collaborating with organizations and agencies to determine analysis assumptions and parameters.

SELECTED PROJECT EXPERIENCE

Transportation Impact Analysis and Traffic Engineering for K-12 Schools

Amy has led transportation impact analyses for a number of K-12 schools, including: Hayward Unified School District's Hayward High School, Cherryland Elementary School, and Harder Elementary School; Fremont Unified School District's Thornton Middle School; Making Waves Academy (Richmond); Richmond Charter Elementary School; Summit Charter School (El Cerrito); Lighthouse Charter School (Oakland); Wildwood Children's School (Oakland); and Navigator Watsonville Prep.

San Francisco Municipal Transportation Agency (SFMTA) On-Call Services, San Francisco Area, CA

Traffic Calming Evaluation. Amy led the team analyzing and evaluating traffic calming devices installed throughout San Francisco to provide a framework for evaluating traffic calming projects and weighing benefits and tradeoffs.

Safe Streets Project Evaluation Handbook. Amy coordinated with SFMTA staff to identify data types and methods for data collection, specialized analysis methodologies, and visualization of results for evaluating multimodal projects. Amy led agency interviews to identify best practices and develop SFMTA's standard operating procedures and technical materials to evaluate projects going forward.

City of Oakland Traffic Engineering and Planning On-Call Services, Oakland, CA

Active Transportation Program and Safe Routes to School Grant Applications. Amy has led the development of ATP and SRTS funding applications for OakDOT, collaborating with engineers and planners to identify candidate project locations and to screen the locations and projects to identify the most competitive projects. For Cycle 5, she is leading OakDOT's 73rd Avenue Active Connections to Transit ATP application. She leads the development of conceptual design plans and cost estimates and the preparation of full applications, incorporating key information from City staff to prepare competitive benefit-cost ratios and visually compelling applications.

14th Street Safe Routes in the City. Amy was Project Manager for a Complete Streets concept design and implementation plan for 14th Street from Brush Street to Lake Merritt. Concepts addressed commercial and passenger loading to meet the demands of businesses along the corridor, and pedestrian/bicyclist safety and comfort and transit performance to contribute to greater corridor mobility.





PROFESSIONAL HIGHLIGHTS

Years of Experience: 20

Kittelson & Associates, Inc: 2014-Present

EDUCATION/ CERTIFICATION

Master of Science. City and Regional Planning. University of North Carolina: 2000

Bachelor of Science, Civil Engineering, Princeton University, 1998

American Institute of Certified Planners

LEED Accredited Professional

Professional Engineer: FL

APPOINTMENTS/ **AFFILIATIONS**

Panelist: TCRP H-45 Livable Transit Corridors: Methods, Metrics and Strategies: 2011-2016

Institute of Transportation Engineers

American Planning Association,

Urban Land Institute

City of Orlando Municipal Planning Board: 2012-2014



LAURENCE LEWIS, P.E., AICP, LEED AP®

SENIOR PLANNER

Laurence is a principal transportation engineer and planner whose career has focused on the integration of land use and transportation. His project experience includes multimodal corridor studies, complete streets planning, local government mobility plans, transit-oriented development (TOD) studies, and transportation analyses. He has worked on a wide variety of transit planning, traffic engineering, land use policy, and urban design projects throughout many parts of the United States. Laurence brings a unique blend of experience in the integration of transportation with issues such as urban design, land use, and environmental sustainability, and is skilled in stakeholder collaboration and public engagement.

SELECTED PROJECT EXPERIENCE

San Francisco Municipal Transportation Agency (SFMTA) On-Call Services, San Francisco, CA

Laurence has served as project principal and/or project manager for more than 15 task orders under this on-call contract. Selected projects include:

Safe Streets Evaluation Program. In support of SFMTA's Vision Zero safety improvements, Kittelson developed a project evaluation handbook and data collection standard operating practices with supporting templates and guidance for SFMTA staff. Since the development of the Safe Streets Evaluation Handbook in 2017, Kittelson has supported SFMTA in data collection for more than 20 projects.

Traffic Calming Evaluation. Kittelson conducted an analysis and evaluation of traffic calming measures throughout the city to provide a framework for evaluating traffic calming projects and weighing benefits and tradeoffs. The task order included analysis of speed/volume and environmental data related to traffic calming devices through the city, and development and analysis of a household survey.

5th Street Streetscape. Kittelson conducted a multimodal transportation analysis (transit, traffic, bicycle, pedestrian, and loading/parking) for a preferred design to maximize pedestrian and bicyclist safety benefits along an 0.8-mile segment of 5th Street between Townsend and Market. Planning and design will lead to implementation concurrent with completion of San Francisco's new Central Subway.

Alameda CTC East 14th Street/Mission Boulevard and Fremont Boulevard Multimodal Corridor Project, Alameda County, CA

Laurence is project manager for this effort to identify implementable improvements to regional mobility along the East 14th Street/Mission Boulevard and Fremont Boulevard corridor. The 30-mile project corridor is a regionally significant AC Transit corridor and connects multiple Priority Development Areas and BART stations. The project combines analyses of transit, bicycle, pedestrian, and traffic circulation systems with stakeholder engagement to develop improvement concepts in anticipation of projected growth.



PROJECT MANAGEMENT

Megan Wooley-Ousdahl, AICP will serve as the project manager and main point of contact for the Toole Design Team. With over a decade of project management experience, and as Toole Design's California Safe Routes to School practice lead, Megan is well equipped to bring this project to success. She will monitor the San Pablo Safe Routes to School Master Plan budget and schedule, conduct reviews of project deliverables, ensure quality control, assist in meeting (virtual or in-person) facilitation, and provide routine project progress updates to City staff.

TOOLE DESIGN'S PROJECT MANAGEMENT APPROACH

Megan will implement Toole Design's comprehensive management approach to effectively track and maintain project progress. Our approach allows for effective communication between City staff, our team, and project stakeholders by using the following key techniques:

- Ongoing, Transparent Communication

 Effective communication is a vital aspect of project management. As a full-service firm, Toole Design maintains an array of communication techniques to facilitate project management and data transfers, including state-of-the art hardware and software tools. We employ tools proven to effectively present, monitor, and communicate the scope, schedule, and budget throughout the duration of a project.
- Work Plan and Project Kickoff Meeting
 To ensure that all project team members understand
 San Pablo's expectations and communication
 channels, Toole Design will deliver a work plan and
 schedule a project kickoff meeting with the City's
 Project Manager. This work plan will outline the
 project schedule, engagement activity dates, and key
 deliverables and review periods as appropriate. At the
 project kickoff meeting, the contents of the work plan
 will be reviewed and adjusted as needed.
- PM Check-in Calls

Megan will schedule recurring check-in calls with the City Project Manager either bi-weekly or monthly. We offer screensharing and web conferencing to allow for visual communication during any phone meeting.

• Progress Reports

Throughout the project, Toole Design will submit monthly progress reports by the 7th of each month. Each report will include a transmittal letter, progress report, and budget status summary by task and total

- budget. As appropriate, Toole Design will also provide the City Project Manager with a monthly project status update to reflect progress and to document agreed upon changes to the project scope and timeline.
- Internal Kickoff Meeting and Team Communication
 At the start of the project, Toole Design will
 coordinate an internal kickoff meeting with all
 project staff and subconsultants. During this
 meeting, Megan will reinforce the project timeline,
 and all roles and responsibilities.
- Quality Assurance/Quality Control (QA/QC)
 Toole Design employs a rigorous QA/QC program to control the quality of our work, and that of our subconsultants. We are happy to share our full QA/QC policy and program, however, the program can be summed up simply: no report, drawing, or product of any kind leaves our office without a documented review. We demand the same level of performance from our subconsultants, and our senior staff thoroughly review their work before submitting it to the client.

Using these tools, along with typical project correspondence, we will ensure high quality, effective, and efficient delivery of work tasks, schedule, and project budget.

STAFF AVAILABILITY

The table below shows the availability of proposed staff for the duration of this project.

STAFF	AVAILABILITY
Megan Wooley-Ousdahl, AICP (TD) Project Manager	40%
Alia Anderson, AICP (TD) Principal-in-Charge	30%
Adam Vest, P.E., PTOE (TD) <i>QA/QC Lead</i>	25%
Mia Candy (TD) Deputy Project Manager	40%
Patrick Gilster, AICP (TD) Field Assessment Lead	35%
Joel Shaffer, EIT (TD) Engineer	40%
Jonathan Yuan (TD) Planner/GIS Analyst	50%
Erin Ferguson, P.E., RSP (KI) Field Assessment Lead and Engineer	40%
Amy Lopez, RSP (SP) Senior Planner	45%
Laurence Lewis, AICP, LEED® AP (KI) Principal Planner	35%



PROJECT APPROACH

APPROACH

TASK 1: PROJECT MANAGEMENT

1.1: PROJECT KICKOFF MEETING

A successful project begins with a shared understanding of project goals and desired outcomes. The Toole Design Team will convene and facilitate a kickoff meeting with the City of San Pablo to review and confirm project timeline, goals, schedule, and data needs. During this meeting, we will clarify the City's project management and administrative expectations. Following the kickoff meeting, Toole Design will revise and finalize the project scope and schedule.

TASK 1.2: PROJECT ADMINISTRATION

TASK 1.2.A: ONGOING COORDINATION MEETINGS

Our proposed Project Manager, Megan Wooley-Ousdahl, will be available as needed by phone and email, and we will also schedule regular coordination calls to provide project updates, review ongoing work, and collaborate on upcoming tasks and deliverables. Megan will schedule in-person meetings in conjunction with project milestones and engagement events, or as other needs arise.

TASK 1.2.B: INVOICING

The Toole Design Team will submit monthly invoices to the City by the 7th of each month. The invoices will include a transmittal letter, progress report, and budget status summary by task and total budget.

TASK 1 DELIVERABLES:

- Kickoff meeting agenda and minutes
- Data request memorandum
- Facilitation of regular coordination meetings (typically bi-weekly)
- Invoice packages

TASK 2: SCHOOL ASSESSMENTS AND RECOMMENDATIONS

2.1: STAKEHOLDER COORDINATION

The SRTS Master Plan will set San Pablo's school community on a path toward active transportation options. Toward that end, it is critical that school stakeholders are engaged in a manner that allows for their collective voice to be heard and reflected in the Plan's recommendations. Our team will prioritize identifying and engaging with stakeholders from the beginning which will be critical to the project's success. We will leverage these relationships to build community support for this project and ongoing Safe Routes to School efforts.

TASK 2.1.A: IDENTIFY EXISTING SCHOOL STAKEHOLDERS

Our work will build on the community's current and past efforts to improve the health, safety, and quality of life for San Pablo students and families. We will coordinate with the City to identify stakeholders, such as Contra Costa County Health Services SR2S coordinator/staff; Beacon Directors; West Contra Costa Unified School District (WCCUSD) staff; and principals and teachers at each school.

As an optional task, we can arrange a collaborative, paid partnership with a local community-based organization to co-facilitate community outreach activities. We have had great success with this model on multiple projects, particularly when engaging with diverse communities in which English is a second language. Potential partners could be the CBOs selected for the San Pablo Corridor Study, First Five, or another local youth/family-oriented organization.

TASK 2.1.B: CONDUCT STAKEHOLDER OUTREACH AND PRESENTATIONS

After identifying the stakeholders, our team will partner with the City to develop presentations to the school stakeholders that outline the project's purpose and work plan. We will also solicit stakeholders' ideas and actively listen to better under the SR2S-related goals, concerns, and issues regarding citywide SR2S needs and those specific to each school.

When possible, we will look for opportunities to integrate these stakeholder meetings with existing meetings. Toole Design has long advocated for community engagement techniques that "meet people where they are," rather than requiring that they come to us. This strategy can be applied whether in-person, or online due to health requirements.

TASK 2.1.C: DEVELOP COMMUNITY ENGAGEMENT STRATEGY

During the course of this project, San Pablo students, parents, and school staff will face many competing demands for their time and attention. Even those who care deeply about seeing improvements to the infrastructure around their schools, and want to be involved in the decision-making process, may find it difficult to dedicate time to providing feedback.

For this reason, the Toole Design Team will work with the core group of stakeholders and City staff to develop a community engagement strategy that is thoughtful, empathetic, contextually appropriate, and accessible. We propose specific tools and technologies under Task 2.3, which are tailored to both in-person or socially distanced circumstances.

For us, an accessible community process is one that is:

- Physically accessible to people of all abilities (for example, presentations are accessible for people with visual impairment; walk-audits are inclusive of wheelchair users):
- Geographically accessible in that no one is excluded because they do not have access to a vehicle or to transit;
- Culturally appropriate (are we asking questions are relevant and important to this community?
 The community sees themselves reflected in the project staff and key decisionmakers);
- Affordable (the cost of participation, such as gas, transit passes, or childcare should not preclude anyone from participation); and
- Linguistically accessible (all materials are provided in both English and Spanish)

TASK 2.1.D: CORRIDOR STUDY COORDINATION

As the lead consultant for the San Pablo Bicycle and Pedestrian Corridor Study, Toole Design is well positioned to ensure smooth, ongoing coordination between the two projects. As a starting point, we have developed a coordinated staffing plan across the two projects project that facilitates this coordination. Adam Vest, the Corridor Study Project Manager, will serve as the QA/QC Lead for this project and Patrick Gilster, the Corridor Study Deputy Project Manager, will serve as the proposed Field Assessment Lead for this project.

Our work on the Corridor Study will allow us to identify and dovetail areas of overlap, such as geographic overlap between Study corridors and SR2S sites, data collection relevant to both projects, and relationship building with stakeholders who are involved in both processes.

2.2: FIELD SAFETY ASSESSMENTS

TASK 2.2.A: CONDUCT FIELD SAFETY ASSESSMENTS

The Toole Design Team will coordinate and lead Field Safety Assessments, or "walk audits," at each of the ten identified schools. Walk audits will be conducted in partnership with stakeholders, as appropriate based on current public health orders.

These walk audits will use existing best practices, such as those outlined in UC Berkeley SafeTREC's A Technical Guide for Conducting Pedestrian Safety Assessments for California Communities (2013).

The focus area of the walk audits, and subsequent recommendations, will be up to a quarter of a mile—or up to the relevant City boundary—around each school. Walk audits

will be held during the morning drop-off and/or afternoon pick-up period, if schools are open for in-person instruction, which will allow us to evaluate activities and conditions during times of peak school travel demand. Virtual audits are an option and are described below. To facilitate the walk audits, we will undertake the following tasks:

Walk Audit Preparation

Our team will prepare a walk audit map for each school that will be provided to participants to facilitate discussion and identifying areas of concern for students walking, biking, and wheeling. The maps will include a quarter-mile radius around each school and will show an aerial view with labeled streets and the school site.

Pre-Walk Prep Meeting

The Toole Design Team will gather participants about 45 minutes prior to the school's first or last bell so the Field Assessment Lead can respond to questions and describe the project purpose, provide maps and materials, and review any previously identified issues. Our team will encourage participants to focus on existing barriers and challenges, and to consider conditions from a child's perspective (such as lower height, slower walking speed, delayed processing of information, and possible unfamiliarity with reading traffic control devices).

Conducting Walk Audits

Our walk audits will cover pedestrian, bicycle, and vehicular routes to the school as well as pick-up/drop-off areas. Our observations and analysis will focus on three key elements:

- Infrastructure Conditions, including review of the presence, quality, and design of sidewalks, school area signs and pavement markings, pathways, bicycle lanes, bicycle parking, drop-off/pick-up areas, accessibility and visibility, and personal safety.
- Street Crossing Conditions, including review of traffic signal features, signal phasing and operations for all travel modes, marked crosswalk conditions, curb ramp presence and compatibility, and crossing guard presence and level of training.
- Traffic Circulation and Behavior, including review of student and parent/caregiver behaviors, particularly in relation to walking patterns, bicycling routes, general motorist behavior, and actions during drop-off and pick-up; also traffic volumes, speeds, and patterns.

Post-Walk Briefings

After the audits, our Field Assessment Lead will hold a post-walk briefing to discuss high-level findings, key observations, and initial impressions of priority issues. They will also discuss next steps and respond to participant questions.

Virtual Walk Audit Alternatives

Since the Shelter-in-Place orders went to effect in March, Toole Design has helped our clients in the Bay Area, and nationwide, shift to online and virtual engagement for a wide range of planning, design, and engineering projects. If in-person walk audits are not feasible due to COVID-19 public health mandates, the Toole Design Team will proposes using Fulcrum to implement virtual walk audits. Fulcrum is a digital app that allows users to log issues and opportunities they see in the built environment. Our team has successfully used Fulcrum to conduct virtual walk audits across the country.

TASK 2.2.B: ANALYZE EXISTING SAFETY CONDITIONS

To support, and supplement, the walk audit findings, our team will conduct an analysis of existing safety conditions around each school using data from several sources. We will use the following datasets to identify trends in collision locations, types, and severity, and to identify existing safety gaps and opportunities for improvements:

- Bicycle/vehicle and pedestrian/vehicle collision data from UC Berkeley Safe Transportation Research and Education Center's (SafeTREC) Transportation Injury Mapping System (TIMS) system, which pulls in data from the California Highway Patrol (CHP) Statewide Integrated Traffic Records System (SWITRS).
- Historical traffic volume data, bicycle and pedestrian facilities, traffic controls, and locations of traffic calming measures, from West Contra Costa County, Caltrans, and the City of San Pablo's asset management system.
- Other data collected by schools or West Contra Costa Unified School District

We will consolidate our findings into a graphic-rich Existing Conditions Report or slide deck. We propose conducting this analysis prior to the walk audits (Task 2.2.A) which will allow us to produce maps, graphics, and supporting materials that stakeholders can use to inform their observations during the audits. In particular, this safety analysis will help to focus our observations on details not captured by the higher-level data analysis, such as pedestrian behaviors in real-time.

TASK 2.2.C: CONDUCT BICYCLE AND PEDESTRIAN COUNTS

To supplement the data collection and walk audit findings, our team will conduct strategic bicycle and pedestrian counts, at time(s) and location(s) to be determined in coordination with City staff. The count data will be folded into our recommendations and/or the implementation of the pilot recommendation(s) (Task 2.5). These counts will serve as a baseline to measure year-over-year walking and bicycling activity.

TASK 2.3 STAKEHOLDER OUTREACH AND ENGAGEMENT

Building on the Community Engagement Strategy, our team, in partnership with the City and school stakeholders, will solicit input from students, parents, and school staff about safety concerns around their schools, ideas for improvements, and their priorities.

We will design our engagement techniques to gather actionable information that will directly inform the recommendations. Our materials and techniques will be age-appropriate, accessible, and translated into Spanish. We will be responsible for all printing, postage, translation services, and refreshments for in-person events. Our initial ideas include:

- Inviting elementary students to draw their route to school and note places or things that they like or don't like
- Inviting elementary students to participate in a scavenger hunt and have to find items such as push buttons, crosswalks, or crossing guards; this will help us assess user-friendliness or accessibility of infrastructure
- Asking middle and high school students to create a photo journal of things that make them feel safe or unsafe in their neighborhood
- Creating a student- and parent-friendly online survey and interactive map
- Conducting interviews with crossing guards, principals, teachers, or staff
- Posting materials, such as sandwich boards, around school campuses to share information about the project and how people can get involved

We can adjust these techniques as needed in response to COVID-19 public health mandates. Specific outreach and engagement strategies will be selected in consultation with City staff and will be commensurate with the budget available for this task.

TASK 2.4. RECOMMENDATIONS AND TECHNICAL MEMORANDUM

The Toole Design Team will develop recommendations for each school based upon our existing conditions analysis, historical traffic data, walk audit findings, and stakeholder feedback. Our recommendations will focus on actionable, context-appropriate interventions that are organized by the "5 Es" framework: Education, Encouragement, Engineering, Equity, and Evaluation.

Our recommendations will focus on circulation routes (walking, bicycling, and vehicle drop-off/pick-up) as well as strategies to support walking, bicycling, riding the bus, and carpooling. We will also propose appropriate short-term options for the engineering recommendations so that the City can implement quick-build projects that make an impact in the immediate term. To facilitate implementation, we identify a timeframe (short, medium or long-term)

and the party responsible for implementation, including opportunities for partnership between the City and San Pablo schools and/or the County's SR2S Program.

Our team will prepare a technical memorandum summarizing the recommendations, including a map of key issues and opportunities for each school. Once the list of recommendations is finalized, the Toole Design Team will facilitate a stakeholder meeting for each school and participants will be invited to provide comments on the recommendations and identify priorities.

TASK 2.5. PILOT RECOMMENDATIONS

Based community and City input, our team will pilot an identified education, encouragement, or engineering project to demonstrate and build support for SRTS activities. The pilot may take place at one or more schools, depending on the level of effort, cost, and complexity. The pilot recommendation(s) will leverage existing SR2S materials to minimize start-up costs and build upon available best practices. Depending on capacity and interest, the pilot could involve students a part of their community service/leadership curriculum, and may support and/or occur in coordination with International Walk and Roll to School Day (currently planned for October 2021). As a key component of the pilot, our team will conduct an evaluation of the efforts and use this evaluation to refine our recommendations.

TASK 2 DELIVERABLES

Task 2.1. Stakeholder Coordination

- Development of school stakeholder list
- Presentation and meeting facilitation with school stakeholders
- Community Engagement Strategy (draft and final)

Task 2.2. Field Safety Assessments

- Facilitation of walk audits for each school (up to 10)
- Walk audit materials for each school (up to 10)
- Existing Conditions Report/slide deck (draft and final)
- Bicycle and pedestrian counts

Task 2.3. Stakeholder Outreach and Engagement

- Development of engagement efforts; number/ complexity of activities will be commensurate with the budget available
- Spanish translation of engagement materials
- Editable files of engagement materials (format to be determined in collaboration with City staff)
- Printing and postage for all engagement materials

Task 2.4. Recommendations and Technical Memorandum

- Technical Memorandum or recommendations, including one map for each school (draft and final)
- Facilitation of stakeholder meetings at schools (up to 10)

Task 2.5. Pilot Recommendations

 Implementation of one or more education, encouragement, or engineering pilot projects Summary of pilot recommendation(s), implementation, evaluation and lessons learned

TASK 3: PLAN DEVELOPMENT

TASK 3.1 RECOMMENDATION PRIORITIZATION

Ensuring that recommended projects transition from plan to pavement is a top priority. For this task, our team will develop a detailed implementation strategy that will include a set of prioritized recommendations for each school site. The overarching implementation strategy and the specific prioritization criteria will be data-driven and informed by City and community input. Prioritized recommendations will feature:

- Project readiness or level of effort
- Planning-level cost estimates
- Feasibility considerations (i.e. issues pertaining to civil, ROW, geometric design, traffic operations and parking, signal timing, utilities, drainage, etc.)
- Timeline for implementation (short-, medium-, or long-term), including opportunities for pilots or rapid implementation
- Level of community support/engagement and key implementation partners

The final deliverable will be a tailored implementation strategy that is right sized to the staffing and funding resources available to the City.

TASK 3.2. DEVELOP DRAFT PLAN

The Toole Design Team will prepare a draft Safe Routes to School Master Plan for the City's review. The Draft Plan will include:

- Summary for each school (including the address, start/end times, grades, enrollment statistics, demographics served, and transit access)
- Existing Conditions Data Analysis
- Field Safety Assessment Findings
- Implementation Strategy (as developed in Task 3.1)

The document will be concise, visually appealing, and rich with graphics, all the while effectively summarizing the work conducted during the planning process.

TASK 3.3. FINALIZE PLAN

Our team will revise the Draft Plan based on City feedback and will deliver the Final Plan in PDF and editable Microsoft-Word format. At this point, all data, files, and documentation used and created in the development of the plan will be provided to the City.

TASK 3 DELIVERABLES

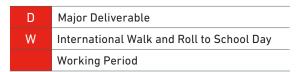
- SRTS implementation strategy and project prioritization (draft and final)
- Draft and Final Plan document
- All project files in PDF format and editable formats to be determined in coordination with City staff, including outreach materials, maps, and GIS files

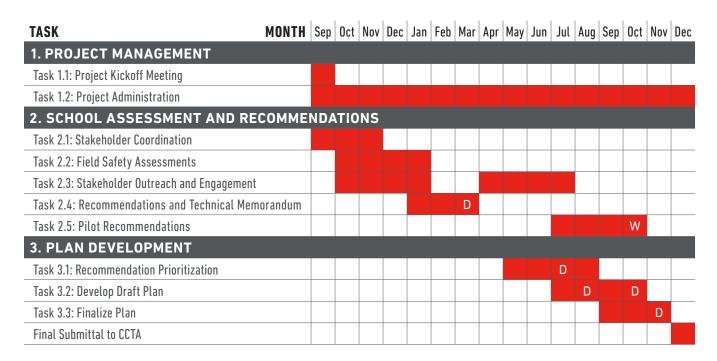


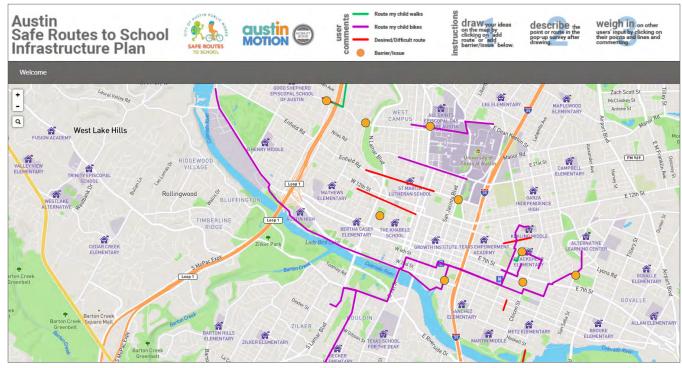
SCHEDULE OF WORK

SCHEDULE

Toole Design is ready to begin work immediately upon selection and is committed to providing the City of San Pablo with a final draft of the SRTS Master Plan by December 2021. The Toole Design Team is available to meet this deadline and the schedule provided.







Toole Design used an online, interactive map to gather input from over 600 people from throughout the City of Austin, TX.



COST PROPOSAL

The following is the Toole Design Team's cost proposal for the development of the City of San Pablo SRTS Master Plan.

	Toole Design Group, LLC							Kittelson & Associates, Inc.											
	Planning Lead II	Engineering Lead II	Senior Planner	Project Planner	Senior Planner	Engineer III	Planner/GIS Analyst	Hourly	Fee	Principal Engineer	Senior Planner	Principal Planner	Transportation Analyst	Technician I	Hourly	Fee	Direct	CBO Stipend	
TASKS BILLING RATE	\$206.07	\$239.34	\$145.48	\$130.55	\$145.30	\$110.58	\$101.55	Subtotal	Subtotal	\$225.30	\$160.17	\$229.91	\$98.20	\$93.30	Subtotal	Subtotal	Expenses	(optional)	Task Fee Total
1. PROJECT MANAGEMENT																			
Task 1.1: Project Kickoff Meeting	2		4	4	4			14	\$2,097	2	2				4	\$771			\$2,868
Task 1.2: Project Administration	8		40	20				68	\$10,079						0	\$0			\$10,079
2. SCHOOL ASSESSMENTS AND RECOMMENDA	TIONS																		
Task 2.1: Stakeholder Coordination	2		18	24			9	53	\$7,078						0	\$0	\$4,000	\$2,000	\$13,078
Task 2.2: Field Safety Assessments	2	8	4	4	40	40	8	106	\$14,479	24	24	8	48	48	152	\$20,283	\$4,000	\$3,200	\$41,961
Task 2.3: Stakeholder Outreach and Engagement	2		8	40			20	70	\$8,829		24		24		48	\$6,201	\$4,000	\$2,000	\$21,030
Task 2.4: Recommendations and Technical Memorandum	2	8	16		16	120	16	178	\$21,873	24	32	12	48	48	164	\$22,484		\$800	\$45,157
Task 2.5: Pilot Recommendations	2	4	8		16	40		70	\$9,281	4	8	4			16	\$3,102			\$12,383
3. PLAN DEVELOPMENT																			
Task 3.1: Recommendation Prioritization	2	4	12		12	40	20	90	\$11,313	4	8	4			16	\$3,102			\$14,415
Task 3.2: Develop Draft Plan	4	6	18	8	8	40	16	100	\$13,134	8	16	2	24		50	\$7,182			\$20,316
Task 3.3: Finalize Plan	2	2	12	4	4	20	8	52	\$6,764	2	4		8		14	\$1,877			\$8,641
TOTAL HOURS	28	32	140	104	100	300	97	801	-	68	118	30	152	96	464	-	-	-	-
TOTAL COST	\$5,770	\$7,659	\$20,368	\$13,577	\$14,530	\$33,173	\$9,851	-	\$104,928	\$15,321	\$18,900	\$6,897	\$14,927	\$8,957	-	\$65,001	\$12,000	\$8,000	\$189,929

Local Assistance Procedures Manual

EXHBIT 10-H1 Cost Proposal

Exhibit 10-H1 Cost Proposal <u>Actual Cost-Plus-Fixed Fee</u> or <u>Lump Sum</u> (Firm Fixed Price) Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed	✓ Priı	me Consultant	Subconsultant 2nd	Tier Subc	onsultant
Consultant Toole Design Group	_		_	_	
Project No.	Contract No	. San Pablo S	RTS Master Plan	Date	7/27/2020
DIRECT LABOR					
Classification/Title	Name	Hours	Actual Hourly Rate		Total
Planning Lead II	Alia Anderson	28	\$68.30	\$	1,912.40
Engineering Lead II	Adam Vest	32	\$79.33	\$	2,538.56
Senior Planner	Megan Wooley-Ousdahl	140	\$48.22	\$	6,750.80
Project Planner	Mia Candy	104	\$43.27	\$	4,500.08
Senior Planner	Patrick Gilster	100	\$48.16	\$	4,816.00
Engineer III	Joel Shaffer	300	\$36.65	\$	10,995.00
Planner/GIS Analyst	Jonathan Yuan	97	\$33.66	\$	3,265.02
<u> </u>		801		\$	-
LABOR COSTS	•		•		
a) Subtotal Direct Labor Costs			\$ 34,777.86	_	
b) Anticipated Salary Increases (se	e page 2 for calculation)		\$ 417.33	_	
	c) '	TOTAL DIREC	T LABOR COSTS [(a) +	(b)] \$	35,195.19
INDIRECT COSTS					
d) Fringe Benefits	(Rate: <u>52.82%</u>)	e) T	otal Fringe Benefits [(c) x	(d)] \$	18,590.10
f) Overhead	(Rate: 121.35%)		g) Overhead [(c)		42,709.37
h) General and Administrative	(Rate: 0.11%)	i) Gen & Admin [(c) x	(h)] \$	38.71
	j) TOTAL INDIE	RECT COSTS $[(e) + (g) +$	- (i)] \$	61,338.18
FIXED FEE	k) TOTA	L FIXED FEE [(c) + (j) x fixed fee 12%] \$	11,584.01
l) CONSULTANT'S OTHER DIR	FCT COSTS (ODC) - ITFMI	ZF (Add addition	al nages if necessary)	_	
Description of It	Ţ.		Unit Cost	Т	Total
CBO Stipend		y Cint	\$8,000.00	\$	8,000.00
Materials/printing/mailing	1	+	\$2,000.00	\$	4,000.00
Translation Services	1		\$5,000.00	\$	3,000.00
Online engagement (Fulcrum, map p	latform, etc) 1	1	\$3,000.00	\$	3,000.00
			\$0.00	\$	_
			\$0.00	\$	_
	•	1) TOTA	L OTHER DIRECT CO	STS &	10 000 00
		1) 101A	L OTHER DIRECT CO	313 \$	18,000.00
) CLID CONICLIT TO A NITTED COSTE	/A 11 1144 1 16	`			
m) SUBCONSULTANTS' COSTS Subconsultant 1:	Kittelson & Associates	'y)		¢	65 001 44
Subconsultant 1:	Kitteison & Associates				65,001.44
Subconsultant 2:				- \$	
Subconsultant 4:				- \$	
		(m) TOTAL S	SUBCONSULTANS' CO	STS \$	65,001.44
(n) TOTAL	OTHER DIRECT COSTS IN				83,001.44
		TOTA	$\mathbf{L} \; \mathbf{COST} \; [(c) + (j) + (k) +$	(n)] \$	191,118.82

NOTES

- 1. Key Personnel <u>must</u> be marked with an asterisk (*) and employees that are subject to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
- 2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.

Page 1 of 2 January 2020

EXHBIT 10-H Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts

(Calculations for Anticipated Salary Increases)

Consultant Toole Design Group Contract No. San Pablo SRTS Master Plai Date 7/27/2020

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per		Total Hours per Cost		Avg Hourly	Contract Duration		
Cost Proposal		Proposal		Rate	Contract Buration		
\$ 34,777.86	/	801	=	\$43.42	Period 1 Avg Hourly Rate		

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$43.42	+	4.80%	=	\$45.50	Period 2 Avg Hourly Rate
Year 2	\$45.50	+	4.80%	=	\$47.69	Period 3 Avg Hourly Rate
Year 3	\$47.69	+	4.80%	=	\$49.98	Period 4 Avg Hourly Rate
Year 4	\$49.98	+	4.80%	=	\$52.37	Period 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	75.00%	*	801	=	600.75	Estimated Hours Period 1
Year 2	25.00%	*	801	=	200.25	Estimated Hours Period 2
Year 3	0.00%	*	801	=	0	Estimated Hours Period 3
Year 4	0.00%	*	801	=	0	Estimated Hours Period 4
Year 5	0.00%	*	801	=	0	Estimated Hours Period 5
Total	100%		Total	=	801	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	_
Year 1	\$43.42	*	600.75	=	\$26,083.40	Estimated Hours Period 1
Year 2	\$45.50	*	200.25	=	\$9,111.80	Estimated Hours Period 2
Year 3	\$47.69	*	0	=	\$0.00	Estimated Hours Period 3
Year 4	\$49.98	*	0	=	\$0.00	Estimated Hours Period 4
Year 5	\$52.37	*	0	=	\$0.00	Estimated Hours Period 5
Estima	Total Direct Labo Direct Labor Sub ated total of Direct	total l	before escalation	= = =	\$35,195.19 \$34,777.86 \$417.33	Transfer to Page 1

Period 1 = Contract inception through 12/31/2021

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted

Local Assistance Procedures Manual

EXHBIT 10-H1 **Cost Proposal**

Exhibit 10-H Cost Proposal Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts

(Calculations for Anticipated Salary Increases)

Toole Design Group Contract No. 3an Pablo SRTS Master Pla Date 7/27/2020

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per		Total Hours		Avg Hourly	
		per Cost		Rate	Contract Duration
Cost Proposal		Proposal		Rate	
\$ 34,777.86	1	801	=	\$43.42	Period 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$43.42	+	4.80%	=	\$45.50	Period 2 Avg Hourly Rate
Year 2	\$45.50	+	4.80%	=	\$47.69	Period 3 Avg Hourly Rate
Year 3	\$47.69	+	4.80%	=	\$49.98	Period 4 Avg Hourly Rate
Year 4	\$49.98	+	4.80%	=	\$52.37	Period 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	75.00%	*	801	=	600.75	Estimated Hours Period 1
Year 2	25.00%	*	801	=	200.25	Estimated Hours Period 2
Year 3	0.00%	*	801	=	0	Estimated Hours Period 3
Year 4	0.00%	*	801	=	0	Estimated Hours Period 4
Year 5	0.00%	*	801	=	0	Estimated Hours Period 5
Total	100%		Total	=	801	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	_
Year 1	\$43.42	*	600.75	=	\$26,083.40	Estimated Hours Period 1
Year 2	\$45.50	*	200.25	=	\$9,111.80	Estimated Hours Period 2
Year 3	\$47.69	*	0	=	\$0.00	Estimated Hours Period 3
Year 4	\$49.98	*	0	=	\$0.00	Estimated Hours Period 4
Year 5	\$52.37	*	0	=	\$0.00	Estimated Hours Period 5
	Total Direct Labor Direct Labor Sub			=	\$35,195.19 \$34,777.86	

Estimated total of Direct Labor Salary Increase =

Period 1 = Contract inception through 6/30/20 Period 2 = 7/1/20 through 6/30/21

Transfer to Page 1

Period 3 = 7/1/21 through 6/30/22

Period 4 = 7/1/22 through 6/30/23

Period 5 = 7/1/23 through 6/30/24

\$417.33

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $$250,000 \times 2\% \times 5 \text{ yrs} = $25,000 \text{ is not an acceptable methodology.}$)
- . This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)

Prime Consultant or Subconsultant Certifying:

- 2. Terms and conditions of the contract
- 3. <u>Title 23 United States Code Section 112</u> Letting of Contracts
- 4. 48 Code of Federal Regulations Part 31 Contract Cost Principles and Procedures
- 5. <u>23 Code of Federal Regulations Part 172</u> Procurement, Management, and Administration of Engineering and Design Related Service
- 6. 48 Code of Federal Regulations Part 9904 Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Name: RJ Eldridge Title*: Executive Vice President Signature: Date of Certification (mm/dd/yyyy): 7/27/2020 Email: reldridge@tooledesign.com Phone Number: 301-927-1900 x327 Address: 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910 *An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract. List services the consultant is providing under the proposed contract: Safe Routes to School infrastructure recommendations and development of a SRTS Master Plan.

EXHBIT 10-H1 Cost Proposal

Exhibit 10-H1 Cost Proposal <u>Actual Cost-Plus-Fixed Fee</u> or <u>Lump Sum</u> (Firm Fixed Price) Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allow	red Prime	e Consultant	✓ Subconsultant 2nd	Tier Subc	onsultant
Consultant Kittelson &				_	
Project No.	Contract No.	San Pablo S	SRTS Master Plan	Date	7/27/2020
DIRECT LABOR					
Classification/Title	Name	Hours	Actual Hourly Rate		Total
Principal Engineer	Erin Ferguson	68	\$67.52	\$	4,591.36
Senior Planner	Amy Lopez	118	\$48.00	\$	5,664.00
Principal Planner	Laurence Lewis	30	\$68.90	\$	2,067.00
Transportation Analyst	Claire Casey	152	\$29.43	\$	4,473.36
Technician I	Grace Carsky	96	\$27.96	\$	2,684.16
				\$	_
				\$	-
				\$	-
LABOR COSTS					
a) Subtotal Direct Lab	or Costs		\$ 19,479.88		
b) Anticipated Salary	Increases (see page 2 for calcu	lation)	\$ -	_	
, , , , , , , , , , , , , , , , , , , ,			CT LABOR COSTS [(a) +	_ - (b)] \$	19,479.88
INDIRECT COSTS	c) 1	OTAL DIKE	CI LABOR COSIS [(a) 1	(0)] \$	19,479.00
	(Data: 08 000/)	٠) '	Total Eringa Danafita [(a) v	2 (4).	10 202 12
d) Fringe Benefits	(Rate: 98.99%)	e)	Total Fringe Benefits [(c) x g) Overhead [(c)		19,283.13
f) FCCM	(Rate: 104.36%)	`			20,329.20
n) General and Admin	istrative (Rate: 0.00%	_)	i) Gen & Admin [(c) x	(n)] <u>\$</u>	
	j)	TOTAL INDI	RECT COSTS $[(e) + (g) -$	⊦ (i)] _ \$ _	39,612.34
FIXED FEE	k) TOTAL	FIXED FEE	[(c) + (j) x fixed fee 10%] \$	5,909.22
1) CONCILL TANTIS O	THER DIRECT COSTS (OI	DC) ITEMI	TE (Add additional pages if	-	-)
Description		1	Unit Cost	Tecessary	Total
Description	of Item Quantity	Unit	Unit Cost	\$	Total
		+		\$	
		+	\$0.00	\$	
		+	·	+	
		1	\$0.00	\$	
			\$0.00	\$	-
		1) TOT /	AL OTHER DIRECT CO	STS ¢	_
		1) 2 0 21		ψ ψ	
) CLID CONCLIT TO A NO					
	TS' COSTS (Add additional pa	ages if necessar	y)	ф	
Subconsultant 1:					
Subconsultant 2:				_ \$	
Subconsultant 3:				_ \$	
Subconsultant 4:		() TOTAL	CETTO CONTRETE TO A NICE CO	\$	
		(m) TOTAL	SUBCONSULTANS' CO	S1S \$	-
(n) TOTAL O	THER DIRECT COSTS INC		=		-
		TOTA	$\mathbf{AL}\ \mathbf{COST}\ [(c) + (j) + (k) +$	(n)] \$	65,001.44

NOTES:

- 1. Key Personnel <u>must</u> be marked with an asterisk (*) and employees that are subject to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
- 2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
- $3. \ \ Anticipated \ salary \ increases \ calculation \ must \ accompany.$

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts

(Calculations for Anticipated Salary Increases)

Consultant Kittelson & Associates, Inc. Contract No. San Pablo SRTS Master Play Date 7/27/2020

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per	Total Hours per Cost	_	g Hourly Rate	Contract Duration	
Cost Proposal	Proposal		Nate		
\$ 19.479.88	/ 464	= \$	41.98	Period 1 Avg Hourly Rate	

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$41.98	+	0%	=	\$41.98	Period 2 Avg Hourly Rate
Year 2	\$41.98	+		=	\$41.98	Period 3 Avg Hourly Rate
Year 3	\$41.98	+		=	\$41.98	Period 4 Avg Hourly Rate
Year 4	\$41.98	+		=	\$41.98	Period 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	464	=	464	Estimated Hours Period 1
Year 2		*	464	=	0	Estimated Hours Period 2
Year 3		*	464	=	0	Estimated Hours Period 3
Year 4		*	464	=	0	Estimated Hours Period 4
Year 5		*	464	=	0	Estimated Hours Period 5
Total	100%		Total	=	464	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	_
Year 1	\$41.98	*	464	=	\$19,479.88	Estimated Hours Period 1
Year 2	\$41.98	*	0	=	\$0.00	Estimated Hours Period 2
Year 3	\$41.98	*	0	=	\$0.00	Estimated Hours Period 3
Year 4	\$41.98	*	0	=	\$0.00	Estimated Hours Period 4
Year 5	\$41.98	*	0	=	\$0.00	Estimated Hours Period 5
	Total Direct Labo	r Cos	st with Escalation	=	\$19,479.88	
	Direct Labor Sub	total	before escalation	=	\$19,479.88	
Estima	ated total of Direct	Labo	r Salary Increase	=	\$0.00	Transfer to Page 1

Period 1 = Contract inception through 6/30/20 Period 2 = 7/1/20 through 6/30/21 Period 3 = 7/1/21 through 6/30/22

Period 4 = 7/1/22 through 6/30/23

Period 5 = 7/1/23 through 6/30/24

• This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.

- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $$250,000 \times 2\% \times 5 \text{ yrs} = $25,000 \text{ is not an acceptable methodology.}$)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted

Exhibit 10-H Cost Proposal Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts

(Calculations for Anticipated Salary Increases)

Kittelson & Associates, Inc. Contract No. San Pablo SRTS Master Plai Date 7/27/2020 Consultant

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per		Total Hours per Cost		Avg Hourly	Contract Duration	
Cost Proposal		Proposal		Rate		
\$ 19,479.88	/	464	=	\$41.98	Period 1 Avg Hourly Rate	

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

Avg Hourly Rate			Proposed			
	Avg Hourry Rate		Escalation			
Year 1	\$41.98	+	0%	=	\$41.98	Period 2 Avg Hourly Rate
Year 2	\$41.98	+	0%	=	\$41.98	Period 3 Avg Hourly Rate
Year 3	\$41.98	+	0%	=	\$41.98	Period 4 Avg Hourly Rate
Year 4	\$41.98	+	0%	=	\$41.98	Period 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	464	=	464	Estimated Hours Period 1
Year 2	0.00%	*	464	=	0	Estimated Hours Period 2
Year 3	0.00%	*	464	=	0	Estimated Hours Period 3
Year 4	0.00%	*	464	=	0	Estimated Hours Period 4
Year 5	0.00%	*	464	=	0	Estimated Hours Period 5
Total	100%		Total	=	464	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	_
Year 1	\$41.98	*	464	=	\$19,479.88	Estimated Hours Period 1
Year 2	\$41.98	*	0	=	\$0.00	Estimated Hours Period 2
Year 3	\$41.98	*	0	=	\$0.00	Estimated Hours Period 3
Year 4	\$41.98	*	0	=	\$0.00	Estimated Hours Period 4
Year 5	\$41.98	*	0	=	\$0.00	Estimated Hours Period 5
	Total Direct Labor	r Cos	t with Escalation	=	\$19,479.88	
	Direct Labor Sub	total	before escalation	=	\$19,479.88	
Estima	ated total of Direct	Labo	r Salary Increase	=	\$0.00	Transfer to Page 1

Period 1 = Contract inception through 6/30/20Period 2 = 7/1/20 through 6/30/21 Period 3 = 7/1/21 through 6/30/22

Period 4 = 7/1/22 through 6/30/23Period 5 = 7/1/23 through 6/30/24

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $$250,000 \times 2\% \times 5 \text{ yrs} = $25,000 \text{ is not an acceptable methodology.}$)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted

EXHBIT 10-H1 Cost Proposal

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)

Prime Consultant or Subconsultant Certifying:

- 2. Terms and conditions of the contract
- 3. <u>Title 23 United States Code Section 112</u> Letting of Contracts
- 4. 48 Code of Federal Regulations Part 31 Contract Cost Principles and Procedures
- 5. <u>23 Code of Federal Regulations Part 172</u> Procurement, Management, and Administration of Engineering and Design Related Service
- 6. 48 Code of Federal Regulations Part 9904 Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Name: Erin M. Ferguson Title*: Principal Engineer Signature: Date of Certification (mm/dd/yyyy): 7/27/2020 Email: eferguson@kittelson.com Phone Number: 510-433-8066 Address: *An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract. List services the consultant is providing under the proposed contract: Conducting field review assessments, identifying improvements based on field reviews, supporting engagement/outreach, and supporting documentation of findings.

Toole Design has submitted an application to the State of California for approval of our new overhead rate, and we are awaiting approval. This audit letter provides documentation regarding our new overhead rate.

STATEMENT OF DIRECT LABOR, FRINGE BENEFITS & GENERAL OVERHEAD AND INDEPENDENT AUDITOR'S REPORT

TOOLE DESIGN GROUP, LLC

DECEMBER 31, 2019

MACCONEL & DODD

Certified Public Accounting Firm 6235 66th St. North Pinellas Park, FL 33781 941 322-0033 Macdod@cpa.com

MACCONEL & DODD

Certified Public Accounting Firm 6235 66th St. North Pinellas Park, FL 33781 941 322-0033 Macdod@cpa.com

Brandi Adams CPA

Independent Auditor's Report

Board of Directors and Stockholders Toole Design Group, LLC Silver Spring, MD 20910

Report on the Statement

We have audited the accompanying Statement of Direct Labor, Fringe Benefits & General Overhead of Toole Design Group, LLC (the Company) for the year ended December 31, 2019 and the related notes to the statement.

Management's Responsibility for the Statement

Management is responsible for the preparation and fair presentation of this statement in accordance with accounting practices prescribed by Part 31 of the Federal Acquisition Regulations and certain other Federal regulations as discussed in Note 2 and is not intended to be a presentation in conformity with generally accepted accounting principles. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on this statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Statement of Direct Labor, Fringe Benefits and General Overhead. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the statement referred to above presents fairly, in all material respects, the direct labor, fringe benefits & general overhead of the Company for the year ended December 31, 2019, on the basis of accounting described in Note 2.

Basis of Accounting

We draw attention to Note 2 to the statement, which describes the basis of accounting. The statement was prepared by the Company on the basis of accounting prescribed by Part 31 of the Federal Acquisition Regulations and certain other Federal regulations as discussed in Note 2, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards* we have also issued a report dated July 2, 2020 on our consideration of the Company's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control over financial reporting and compliance.

Restriction on Use

This report is intended solely for the use of the management of Toole Design Group, LLC and those government agencies that use the cost principles of the Federal Acquisition Regulations and is not intended to be and should not be used by anyone other than these specified parties.

MACCONEL & DODD

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July 2, 2020

Toole Design Group LLC Statement of Direct Labor, Fringe Benefits & General Overhead

Fiscal Year Ended December 31, 2019

	Per General Ledger	Client Adjustments	Adjustment s	As Adjusted	FAR Section Reference For Unallowable Costs
Direct Labor	\$ 8,311,455			\$ 8,311,455	
Fringe Benefits					
Payroll Taxes	1,198,663		222	1,198,441	31.205-6; related party compensation 31.205-1; advertising 31.205-14; entertainment
Group Insurance	898,566	7,588		890,978	31.205-19; key man life insurance
Paid Leave	1,801,456			1,801,456	
Retirement Plan	437,695			437,695	
Workers Compensation	56,479			56,479	
Other Employee Benefits	154,752	149,346	_	5,407	31.201-4; allocability
Total Fringe Benefits	4,547,612			4,390,456	
General Overhead					
Indirect Labor	6,538,884	381	2,519	6.535.983	31.205-6; related party compensation
	0,000,00		_,0.0	0,000,000	31.205-1; advertising
					31.205-14; entertainment
Auto Expense	26,703	3,848		22.855	31.205-6; personal use of auto
Bad Debt	8,015	8,015			31.205-3; bad debts
Business Development	41,395	39,003			31.205-1; advertising
Computer Expense	217,894	33,000	6,270		31.205-1; advertising
Contributions	2,274	2,274			31.205-8; contributions
Depreciation & Amortization	96,002	865			31.205-27; org costs
Dues & Subscriptions	249,331	000	34		31.205-22; lobbying
Gain/Loss on sale of asset	3,107		0.	3,107	
Insurance	110,935			110,935	
Interest	394	394		_	31.205-20; interest
Miscellaneous	107,534	1,199			31.205-15; penalties
	, , , , ,	,	-,	,	31.205-13; gifts
					31.205-14; entertainment
Postage	32,010			32,010	
Printing & Reproduction	55,710		641		31.201-4; allocability
Professional Fees	255,230	681	22,182		31.205-27; org costs
	,		,	,	31.201-4; allocability
Professional Development	851			851	
Recruiting	17,129			17,129)
Rent	1,652,503		45,846		31.201-4; allocability
Repairs & Maintenance	25,550		,	25,550	
Seminars, Conferences & Meetings			2,500		. 31.205-1; advertising
Supplies	337,777			337,777	-
Tax & License	122,639		29,527	93,112	. 31.205-41; taxes
Telephone	60,596			60,596	
Travel	269,557	23,467	7,555	238,534	· 31.205-1; advertising
					31.205-46; travel
					31.205-14; entertainment
Utilities	18,795		_	18,795	
Total General Overhead	10,290,016			10,085,716	
Overhead & Fringe	\$ 14,837,628			\$ 14,476,172	
Fringe Benefit Rate				52.82%	
General Overhead Rate				121.35%	
Total Overhead Rate			-	174.17%	
Facilities Cost of Capital Rate				0.11%	1

See independent auditor's report and notes to the financial statement.

Toole Design Group, LLC Notes to the Statement of Direct Labor, Fringe Benefits & General Overhead Fiscal Year Ended December 31, 2019

(1) The Company

Toole Design Group, LLC (the Company) is a consulting firm which specializes in transportation planning and design services. The Company was founded in 2003 and provides services to clients throughout the United States. In June 2018, the Company created a wholly owned subsidiary, Toole Design Group Canada Inc, for expansion into the Canadian market. Consolidated statements are presented in the parent company's functional currency as prescribed by Generally accepted Accounting Principal. Revenues are derived from billings for services and reimbursable expenses.

(2) Basis of Accounting

The Company's policy is to prepare and present the Statement of Direct Labor, Fringe Benefits & General Overhead on the basis of accounting practices prescribed by Subparts 9900 and Part 31 of the Federal Acquisition Regulations and certain other Federal and state regulations, which practices differ from generally accepted accounting principles. Accordingly, the above mentioned statement is not intended to present the financial position and results of operations of the Company in conformity with generally accepted accounting principles.

The preparation of these statements requires management to make estimates and assumptions that affect the reported amounts of expenses for the reported period. Actual results could differ from those estimates and assumptions.

The company maintains a job order cost accounting system for recording and accumulating costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job order cost accounting system.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job order cost accounting system.

(3) Allocation of Expenses

The Company consistently bills its clients for the following direct costs:

Labor, travel, printing, telephone, supplies, postage and sub-consultants.

(4) Summary of Direct Labor, Fringe Benefits & General Overhead Rates

The following represents the allowable overhead rates incurred by the Company for the year ended December 31, 2019:

FAR Overhead Rate:

Fringe Benefits & General Overhead / Direct Labor = Overhead Rate \$14,476,172 / \$8,311,455 = 174.17%

Maryland DOT Overhead Rate:**

Fringe Benefits & General Overhead / Direct Labor = Overhead Rate \$14,319,759 / \$8,311,455 = 172.29%

^{**} The Maryland rate reflects adjustments for salary caps and other limitations for existing contracts that contain these limitations. An adjustment of \$153,590 was made to reflect the Maryland SHA salary limitation. An adjustment of \$2,823 was made for state and local income taxes.

Toole Design Group, LLC Notes to the Statement of Direct Labor, Fringe Benefits & General Overhead Fiscal Year Ended December 31, 2019

(12) Personal Use of Auto

The overhead cost pool has been adjusted by \$3,848 to reflect personal use of company vehicles.

(13) Contract/Purchased Labor

The Company uses contract labor for engineering related services and bills this labor as Other Direct Costs. No overhead is applied to this labor.

(14) FDOT Direct Expense Rate

The Company's direct expense rate was based on the direct costs accumulated in the job costs and recorded in the following accounts in the general ledger:

<u>Expense</u>	<u>Amount</u>
Postage & Shipping	\$1,821
Supplies	79,559
Travel	361,385
Reproduction	60,713
Other	1,279
Total	504,757
Unallowables	(28,841)
Allowable Expenses	475,916
Direct Labor	\$8,311,455
Direct Expense Rate	5.73%

The Company had no extraordinary equipment purchases included in the direct expense rate. The direct expense rate does not include any amounts paid to sub consultants. No costs used to calculate the direct expense rate exceeded the \$150 per night limitation, per Chapter 2016-62, Laws of Florida, no permit costs are included in the direct expense rate calculation, and the travel related costs are in compliance with Florida Statute 112.061.

Note: The Company has not included the premium portion of overtime in the direct expense rate calculation. The direct expense rate does not include rent, utilities, mobilization or similar costs for field offices. The Company has no personnel in DOT owned or leased offices.

(15) Management's Evaluation of Subsequent Events

The Company has evaluated subsequent events through July 2, 2020, the date upon which the Statement of Direct Labor, Fringe Benefits and General Overhead was available for issuance.

Toole Design Group, LLC Notes to the Statement of Direct Labor, Fringe Benefits & General Overhead Fiscal Year Ended December 31, 2019

(5) Cost of Facilities Capital

The following represents the FCCM Rate for the year ended December 31, 2019:

NBV of Assets Current Period	\$363,553
NBV of Assets Prior Period	223,581
Average Net Book Value	293,567
Average Treasury Rate	<u>3.13%</u>
Facilities Capital Cost of Money	9,174
Divided by: Direct Labor Cost	<u>8,311,455</u>
FCCM Rate	0.11%

(6) Related Party Transactions

The Company has indicated that it has no related party rent transactions.

(7) Uncompensated Overtime

The Company had uncompensated overtime for certain salaried employees. The time in excess of forty hours is credited to the indirect cost pool as payroll variance.

(8) Depreciation and Leasing Policies

The Company records in its financial statements depreciation costs using straight line or accelerated methods. There was no Section 179 tax depreciation expense in the indirect cost pool. Certain assets are purchased and depreciated, while others are leased and considered operating leases and the annual lease costs are included in the overhead pool. \$865 of amortization of Goodwill has been removed from the overhead cost pool.

(9) Pension Plan

The Company maintains a 401K plan which meets the requirements of FAR 31.205-6.

(10) Executive Compensation

Executive Compensation in excess of those amounts indicated in the National Compensation Matrix has been considered and no compensation exceeded the limit.

(11) Description of Labor-Related Costs

Direct Labor: The Company charges labor to all projects through time entered on time sheets and assigned to individual project numbers. All labor charges to projects are based on actual labor costs.

Paid Leave: The Company provides paid leave to employees according to job classification and length of service.

Unallowable Labor: The Company has removed unallowable labor for time spent on business development in the amount of \$2,760.

Premium Overtime: The Company includes the premium portion of overtime in the indirect cost pool.

MACCONEL & DODD

Certified Public Accounting Firm 6235 66th St. North Pinellas Park, FL 33781 941 322-0033 Macdod@cpa.com

Brandi Adams CPA

Independent Auditor's Report on Internal Control and Compliance

Board of Directors & Stockholders Toole Design Group, LLC Silver Spring, MD 20910

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the Statement of Direct Labor, Fringe Benefits & General Overhead of Toole Design Group, LLC (the Company) for the year ended December 31, 2019, and the related notes to the statement, and have issued our report thereon dated July 2, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the statement, we considered the Company's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statement, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned function, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the Company's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Company's financial statement is free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations and contracts and Subparts 9900 and Part 31 of the Federal Acquisition Regulations (FAR), noncompliance with which could have a direct and material effect on the determination of the financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Restriction on Use

This report is intended solely for the use of the management of Toole Design Group, LLC and those government agencies that use the cost principles of the Federal Acquisition Regulations and is not intended to be and should not be used by anyone other than these specified parties.

MACCONEL & DODD

July 2, 2020



REFERENCES

We invite you to contact any of our clients profiled in this proposal regarding the quality of the Toole Design Team's work and our staff's experience and performance.

AUSTIN SAFE ROUTES TO SCHOOL INFRASTRUCTURE PLAN, AUSTIN, TX

Toole Design worked for the City of Austin Public Works Department to develop Safe Routes to School (SRTS) Infrastructure Plan. The Plan was based on infrastructure audits around 137 middle and elementary schools and resulted in a prioritized list of engineering solutions that aim to create safer options for students to get to and from school using active modes of transportation. The Plan and resulting projects are funded by the 2016 Mobility Bond, which dedicates \$27.5 million for SRTS infrastructure.

Toole Design used a phased approach to tackle the massive undertaking, with 25-30 audits taking place each semester. We developed a tailored, data-driven prioritization process to rank projects, resulting in a priority list of investments for each school, each City Council district, and the city overall. The Plan also includes an extensive outreach component, including public open houses in each City Council District, over 60 pop-up events, and an online interactive WikiMap in both Spanish and English. Because the bond funding requires projects to be implemented on a tight timeline, this planning-level study was designed to lead immediately into engineering and construction. This informed the approach to evaluating the cost:benefit of every recommendation (based on potential safety benefits and number of students potentially served) and to prioritizing projects for near-term implementation. Toole Design's phased approach allowed the City to begin constructing Phase 1 recommendations before the project was complete, and construction resulting immediately from this Plan continues today.

Craig McColloch, P.E., Project Manager City of Austin Public Works Department 505 Barton Springs Road, Suite 1300, Austin, TX 78704 512.974.2968 | craig.mccolloch@austintexas.gov

Type of Project: Safe Routes to School Plan

Client Type: Public Sector

Size and Geographic Area: Citywide scale, including 137 schools over 272 square miles and serving the City's population of approximately 960,000.

Current Status: Completed

Key Lesson(s) Learned:

- Establish clear demographic targets for participation and gather demographic information from participants on an ongoing basis. Be prepared to pivot your engagement strategies if you are not reaching target audiences in a meaningful way.
- Develop an engineering toolkit of approved SRTS safety countermeasures, with information on applicability and use in the City, early in the project. This will allow multiple field auditors to know what design interventions may be considered, and can help the public know what treatments can be considered (or not) in various settings.
- Use a web map to facilitate reviews of interim/draft recommendations by staff and stakeholders. This format streamlines reviews for everyone because users can comment on individual points/lines and zoom in/out, and because edits can automatically be imported into GIS.
- Secure client approval on the format of the GIS database early in the project, to establish a structure that will be used on all GIS-based deliverables and which the client can incorporated into their systems for ongoing use beyond the project.

ALAMEDA COUNTY SAFE ROUTES TO SCHOOLS PROGRAM, ALAMEDA COUNTY, CA

Since 2017, Toole Design has led the Education and Outreach contract for the Alameda County Safe Routes to Schools (SR2) Program for the Alameda County Transportation Commission. This is one of the largest SRTS programs in the nation with over 200 elementary, middle, and high schools enrolled.

Toole Design's role includes overall program management and implementation. We are responsible for the oversight of an interdisciplinary team of communications consultants and non-profit community organizers, called site coordinators. Our site coordinators work one-on-one with schools to implement ongoing walk and roll to school days, and county-wide events such as Bike to School Day, to provide safety and transit trainings, and schedule to coordinate Direct Services (such as the BikeMobile) and School Safety Assessments. We work closely with the Safety Assessment team to arrange safety audits that are context-appropriate and meet the specialized needs of each school.

The Toole Design Team is also responsible for the recruiting new schools and school champions, establishing partnerships with SRTS industry leaders in the Bay Area, tracking program performance measures, developing communication and outreach materials (eg. monthly newsletters), assessing current school-level and district-level policies, developing curricula to better

ALAMEDA COUNTY SAFE ROUTES TO SCHOOLS PROGRAM CONTINUED

integrate the SR2S program at schools, and providing program-level coordination across all consulting teams.

Our initial work on this project centered around bringing a new level of diplomacy, professionalism, efficiency, and care to the program—while the program began in 2007 it had, at times, struggled with meeting its programmatic goals, crafting professional deliverables and submitting them on schedule, and producing clear and consistent communications. We implemented a new program model, and as a result, the program has grown in a number of important ways. One key program addition is the Access Safe Routes Program which provides additional and tailored support to historically disadvantaged and under-resourced schools.

Leslie Lara-Enriquez, Associate Program Analyst (As of April 2020, with Bay Area Metro, formerly with Alameda County Transportation Commission) 375 Beale Street, Suite 800, San Francisco, CA 94105 415.778.5258 | llara-enriquez@bayareametro.gov

Type of Project: Safe Routes to School

Client Type: Public Sector

Size and Scale of Geographic Area: 200 elementary,

middle, and high schools countywide

Current Status: Ongoing Key Lesson(s) Learned:

As one of the largest SR2S programs in the nation, this program requires strong coordination across multiple consultant teams, non-profit organizations, public agencies, and school leadership. Toole Design plays a key role establishing clear roles and responsibilities across sectors for a more effective, successful program. We have also learned that there is often a gap between the development of school safety assessments, and implementation on the ground. We are working to build the institutional relationships necessary to leverage safety audits into infrastructure investment.

HAYWARD BICYCLE AND PEDESTRIAN MASTER PLAN, HAYWARD, CA

Toole Design is developing this citywide effort will update previous plans to identify projects and programs to create a universally accessible, safe, convenient, and integrated system that promotes walking and biking. It will also help prioritize investments throughout the City and create a framework for active transportation opportunities within Downtown Hayward.

Toole Design developed focus areas for project development using a balance of a data-driven analysis

and community engagement activities. We used a Level of Traffic Stress (LTS) analysis to identify major barriers such as high speed arterials and high-traffic downtown streets. This was affirmed by community input received at pop-up input stations at local events and through an online interactive web map where residents and visitors could identify where they would like to see improvements. Additionally, the project team is also aiding development of multimodal network recommendations in Downtown Hayward in support of implementing the Downtown

Hayward Specific Plan. Toole Design led a downtown walking audit to identify bicycle and pedestrian project priorities and further understand issues and opportunities from residents. Toole Design is leading the development of the planning and policy recommendations using the UC Berkeley TechTransfer Bicycle and Pedestrian Safety Assessment benchmarking assessment and stakeholder interviews. One of the main objectives of the BPMP is to provide City staff with an action plan for not just getting projects on the ground but also for creating priorities for programmatic enhancements that are realistic for staff to achieve using limited resources.

Charmine Solla, P.E., T.E., Senior Transportation Engineer City of Hayward

777 B Street, Hayward, CA 94541

510.583.4783 | charmine.solla@hayward-ca.gov

Type of Project: Bicycle and Pedestrian Master Plan

Client Type: Public Sector

Size and Scale of Geographic Area: Citywide scale plan (population 150,000+), Three neighborhood-scale community walking audits

Current Status: The Final Hayward Bicycle and Pedestrian Master Plan is set to be adopted in Summer 2020.

Key Lesson(s) Learned:

- Partner with local schools and CBOs to publicize walking audit events and increase turnout. Use social media and school newsletters to promote events and target appropriate audiences.
- Provide translated materials and interpretation during the walking audit trainings and community tours to encourage participations from non-English speaking residents.
- Host walking audits in three parts: (1) Engineering and evaluation training to familiarize participants with infrastructure and operational terminology; (2)
 Facilitated walking audits during appropriate times identified by stakeholders prior to the event to document the key issues; and (3) wrap up with a prioritization discussion in small groups to select the top three priorities to help Staff focus efforts in a limited funding environment and present back findings to the group.



CONSULTANT CONTRACT STATEMENT

Toole Design Group, LLC requests that proportional liability be added in the indemnification section.



Our team takes community engagement as seriously as we do our technical work. We have a number of innovative and fun engagement tools we will bring to the San Pablo SRTS project.

TOOLE DESIGN

1635 Broadway, Suite 200 Oakland, CA 94612 510.298.0740 I www.tooledesign.com

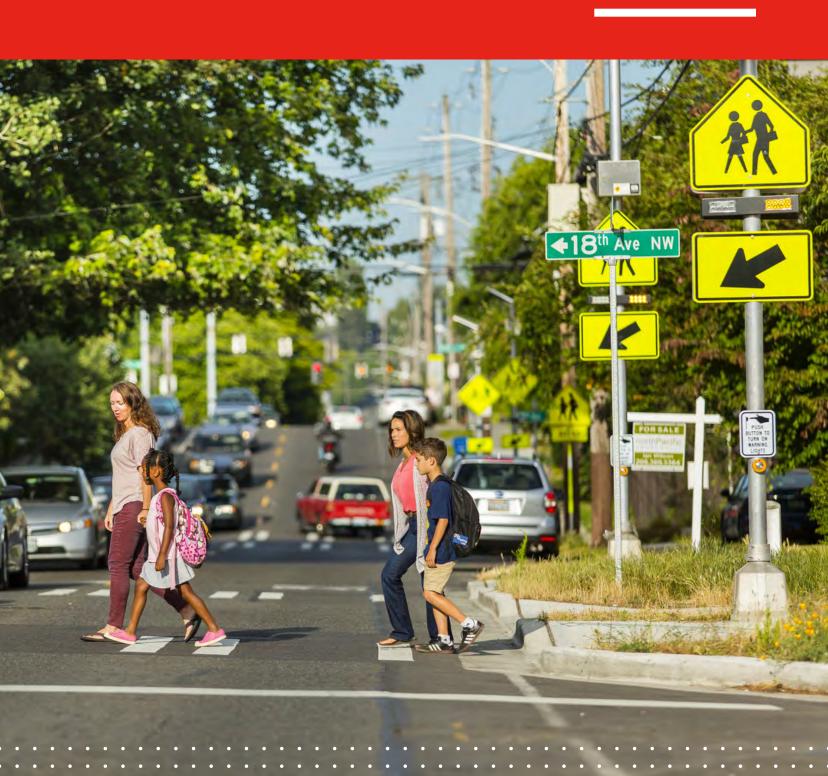


Exhibit C Consultant's Revised Scope of Work



510.298.0740 TOOLEDESIGN.COM



To: Sarah Kolarik, City of San Pablo

From: Megan Wooley-Ousdahl, Toole Design

Date: August 26, 2020

Project: San Pablo Safe Routes to School Master Plan

Subject: Scope of Work

Toole Design is pleased to present the following scope of work for the San Pablo Safe Routes to School Master Plan. Note that the specific work plan and deliverables for each task will be reviewed with the City at the initiation of each task to confirm the goals and desired outcomes. One round of revisions is assumed for each deliverable, based on one set of consolidated comments, unless otherwise noted in this scope of work.

SCOPE OF WORK

Task 1: Project Management

Task 1.1: Project Kickoff Meeting

A successful project begins with a shared understanding of project goals and desired outcomes. The Toole Design Team will convene and facilitate a kickoff meeting with the City of San Pablo to review and confirm project timeline, goals, schedule, and data needs. During this meeting, Toole Design will clarify the City's project management and administrative expectations. Following the kickoff meeting, Toole Design will revise and finalize the project scope and schedule.

Task 1.2: Project Administration

Task 1.2.A: Ongoing Coordination Meetings

Toole Design's Project Manager will be available as needed by phone and email, and the Project Manager will also schedule regular coordination calls to provide project updates, review ongoing work, and collaborate on upcoming tasks and deliverables. The Project Manager will schedule in-person meetings in conjunction with project milestones and engagement events, or as other needs arise.

Task 1.2.B: Invoicing

The Toole Design Team will submit monthly invoices to the City by the 7th of each month. The invoices will include a transmittal letter, progress report, and budget status summary by task and total budget.

Task 1 Deliverables:

- Kickoff meeting agenda and minutes
- Data request memorandum
- Facilitation of regular coordination meetings (typically bi-weekly)
- Invoice packages

Task 2: School Assessments and Recommendations

Task 2.1: Stakeholder Coordination

The SR2S Master Plan will set San Pablo's school community on a path toward active transportation options. Toward that end, it is critical that school stakeholders are engaged in a manner that allows for their collective voice to be heard and reflected in the Plan's recommendations. The Toole Design Team will prioritize identifying and engaging with stakeholders from the beginning of the project which will be critical to the project's success. Toole Design will leverage these relationships to build community support for this project and ongoing Safe Routes to School efforts.

Task 2.1.A.a: Identify Existing School Stakeholders

Toole Design work will build on the community's current and past efforts to improve the health, safety, and quality of life for San Pablo students and families. Toole Design will coordinate with the City to identify stakeholders, such as Contra Costa County Health Services SR2S coordinator/staff; Beacon Directors; West Contra Costa Unified School District (WCCUSD) staff; and principals and teachers at each school.

Task 2.1.A.b: Partner with Community-Based Organization

Toole Design will provide a direct stipend to one (1) local Community-Based Organization (CBO) to assist in facilitating the community engagement. The process below outlines how the CBO will be selected and contracted with:

- Toole Design will prepare a simple matrix with potential CBOs to identify key audiences the organization can help engage (e.g. children, families, person with disabilities, etc.). This matrix could include CBOs selected for the San Pablo Bicycle and Pedestrian Corridor Study, First Five, or another local youth/family-oriented organization.
- In collaboration with the City, the list of CBOs will be narrowed down to three preferred organizations that
 will each be invited to attend a brief conference call to assess their willingness to participate and capacity
 to engage in the public process. The City and Toole Design will then select the CBO to participate in the
 project.
- Toole Design will prepare a subconsultant agreement for the CBO that outlines their expected level of
 involvement and agreement requirements. The CBO's exact involvement will be detailed in the
 Community Engagement Strategy.

Task 2.1.B: Conduct Stakeholder Outreach and Presentations

After identifying the stakeholders, Toole Design will partner with the City to develop presentations to the school stakeholders that outline the project's purpose and work plan. Toole Design will also solicit stakeholders' ideas and actively listen to better under the SR2S-related goals, concerns, and issues regarding citywide SR2S needs and those specific to each school.

When possible, Toole Design will look for opportunities to integrate these stakeholder meetings with existing meetings. This strategy can be applied whether in-person, or online due to health requirements.

Task 2.1.C: Develop Community Engagement Strategy

During the course of this project, San Pablo students, parents, and school staff will face many competing demands for their time and attention. Even those who care deeply about seeing improvements to the infrastructure around their schools, and want to be involved in the decision-making process, may find it difficult to dedicate time to providing feedback.

For this reason, the Toole Design Team will work with the core group of stakeholders and City staff to develop a community engagement strategy that is thoughtful, empathetic, contextually appropriate, and accessible.

Task 2.1.D: Corridor Study Coordination

Toole Design staff involved in the SR2S Master Plan process will coordinate closely with staff working on the San Pablo Bicycle and Pedestrian Corridor Study to ensure smooth, ongoing coordination between the two projects. As a starting point, Toole Design has developed a staffing plan across the two projects that facilitates this coordination: the Corridor Study Project Manager will serve as the QA/QC Lead for this project and the Corridor Study Deputy Project Manager will serve as the proposed Field Assessment Lead for this project.

Toole Design's work on the Corridor Study will allow our team to identify and dovetail areas of overlap, such as geographic overlap between Study corridors and SR2S sites, data collection relevant to both projects, and relationship building with stakeholders who are involved in both processes.

2.2: Field Safety Assessments

Task 2.2.A: Conduct Field Safety Assessments

The Toole Design Team will coordinate and lead Field Safety Assessments, or "walk audits," at each of the ten identified schools. Walk audits will be conducted in partnership with stakeholders, as appropriate based on current public health orders.

These walk audits will use existing best practices, such as those outlined in UC Berkeley SafeTREC's A Technical Guide for Conducting Pedestrian Safety Assessments for California Communities (2013).

The focus area of the walk audits, and subsequent recommendations, will be up to a quarter of a mile—or up to the relevant City boundary—around each school. Walk audits will be held during the morning drop-off and/or afternoon pick-up period, if schools are open for in-person instruction, which will allow our team to evaluate activities and conditions during times of peak school travel demand. Virtual audits are an option and are described below. To facilitate the walk audits, Toole Design will undertake the following tasks:

Walk Audit Preparation

The Toole Design Team will prepare a walk audit map for each school that will be provided to participants to facilitate discussion and identifying areas of concern for students walking, biking, and wheeling. The maps will include a quarter-mile radius around each school and will show an aerial view with labeled streets and the school site.

Pre-Walk Prep Meeting

The Toole Design Team will gather participants about 45 minutes prior to the school's first or last bell so the Field Assessment Lead can respond to questions and describe the project purpose, provide maps and materials, and review any previously identified issues. The Toole Design team will encourage participants to focus on existing barriers and challenges, and to consider conditions from a child's perspective (such as lower height, slower walking speed, delayed processing of information, and possible unfamiliarity with reading traffic control devices).

Conducting Walk Audits

The walk audits will cover pedestrian, bicycle, and vehicular routes to the school as well as pick-up/drop-off areas. Our team's observations and analysis will focus on three key elements:

 Infrastructure Conditions, including review of the presence, quality, and design of sidewalks, school area signs and pavement markings, pathways, bicycle lanes, bicycle parking, drop-off/pick-up areas, accessibility and visibility, and personal safety.

- Street Crossing Conditions, including review of traffic signal features, signal phasing and operations for all travel modes, marked crosswalk conditions, curb ramp presence and compatibility, and crossing guard presence and level of training.
- Traffic Circulation and Behavior, including review of student and parent/caregiver behaviors, particularly in relation to walking patterns, bicycling routes, general motorist behavior, and actions during drop-off and pick-up; traffic volumes, speeds, and patterns.

Post-Walk Briefings

After the audits, the Field Assessment Lead will hold a post-walk briefing to discuss high-level findings, key observations, and initial impressions of priority issues. The Lead will also discuss next steps and respond to participant questions.

Virtual Walk Audit Alternatives

If in-person walk audits are not feasible due to COVID-19 public health mandates, the Toole Design Team proposes using Fulcrum to implement virtual walk audits. Fulcrum is a digital app that allows users to log issues and opportunities they see in the built environment. Our team has successfully used Fulcrum to conduct virtual walk audits across the country.

Task 2.2.B: Analyze Existing Safety Conditions

To support, and supplement, the walk audit findings, our team will conduct an analysis of existing safety conditions around each school using data from several sources. Toole Design will use the following datasets to identify trends in collision locations, types, and severity, and to identify existing safety gaps and opportunities for improvements:

- Bicycle/vehicle and pedestrian/vehicle collision data from UC Berkeley Safe Transportation Research and Education Center's (SafeTREC) Transportation Injury Mapping System (TIMS) system, which pulls in data from the California Highway Patrol (CHP) Statewide Integrated Traffic Records System (SWITRS).
- Historical traffic volume data, bicycle and pedestrian facilities, traffic controls, and locations of traffic calming measures, from West Contra Costa County, Caltrans, and the City of San Pablo's asset management system.
- Other data collected by schools or West Contra Costa Unified School District

Toole Design will consolidate our findings into a graphic-rich Existing Conditions Report or slide deck. Toole Design will conduct this analysis prior to the walk audits (Task 2.2.A) which will allow us to produce maps, graphics, and supporting materials that stakeholders can use to inform their observations during the audits. In particular, this safety analysis will help to focus our observations on details not captured by the higher-level data analysis, such as pedestrian behaviors in real-time.

Task 2.2.C: Conduct Bicycle and Pedestrian Counts

To supplement the data collection and walk audit findings, the Toole Design team will conduct strategic bicycle and pedestrian counts, at time(s) and location(s) to be determined in coordination with City staff. The count data will be folded into the recommendations and/or the implementation of the pilot recommendation(s) (Task 2.5). These counts will serve as a baseline to measure year-over-year walking and bicycling activity.

Task 2.3 Stakeholder Outreach and Engagement

Building on the Community Engagement Strategy, the Toole Design team, in partnership with the City and school stakeholders, will solicit input from students, parents, and school staff about safety concerns around their schools, ideas for improvements, and their priorities.

Toole Design will design our engagement techniques to gather actionable information that will directly inform the recommendations. The materials and techniques will be age-appropriate, accessible, and translated into Spanish. Toole Design will be responsible for all printing, postage, translation services, and refreshments for in-person events. Toole Design's initial ideas include the following:

- Inviting elementary students to draw their route to school and note places or things that they like or don't like
- Inviting elementary students to participate in a scavenger hunt and have to find items such as push buttons, crosswalks, or crossing guards; this will help us assess user-friendliness or accessibility of infrastructure
- Asking middle and high school students to create a photo journal of things that make them feel safe or unsafe in their neighborhood
- Creating a student- and parent-friendly online survey and interactive map
- · Conducting interviews with crossing guards, principals, teachers, or staff
- Posting materials, such as sandwich boards, around school campuses to share information about the project and how people can get involved

Toole Design can adjust these techniques as needed in response to COVID-19 public health mandates. Specific outreach and engagement strategies will be selected in consultation with City staff during the development of the Community Engagement Strategy and will be commensurate with the budget available for this task.

Task 2.4. Recommendations and Technical Memorandum

The Toole Design Team will develop recommendations for each school based upon the existing conditions analysis, historical traffic data, walk audit findings, and stakeholder feedback. Toole Design's recommendations will focus on actionable, context-appropriate interventions that are organized by the "5 Es" framework: Education, Encouragement, Engineering, Equity, and Evaluation.

The recommendations will focus on circulation routes (walking, bicycling, and vehicle drop-off/pick-up) as well as strategies to support walking, bicycling, riding the bus, and carpooling. The Toole Design team will propose appropriate short-term options for the engineering recommendations so that the City can implement quick-build projects that make an impact in the immediate term. To facilitate implementation, Toole Design will identify a timeframe (short, medium or long-term) and the party responsible for implementation, including opportunities for partnership between the City and San Pablo schools and/or the County's SR2S Program.

Based upon the engagement and conversations with administrators, teachers, and staff during Task 2.1 and 2.3, Toole Design will also develop Transportation Demand Management (TDM) strategies to encourage administrators, teachers, and staff to walk, bike, take transit, or carpool to school.

The Toole Design team will prepare a technical memorandum summarizing the recommendations, including a map of key issues and opportunities for each school. Once the list of recommendations is finalized, the Toole Design Team will facilitate a stakeholder meeting for each school and participants will be invited to provide comments on the recommendations and identify priorities.

Task 2.5. Pilot Recommendations

Based community and City input, the Toole Design team will pilot an identified education, encouragement, or engineering project to demonstrate and build support for SR2S activities. The pilot may take place at one or more schools, depending on the level of effort, cost, and complexity. The pilot recommendation(s) will leverage existing SR2S materials to minimize start-up costs and build upon available best practices. Depending on capacity and

interest, the pilot could involve students a part of their community service/leadership curriculum and may support and/or occur in coordination with International Walk and Roll to School Day (currently planned for October 2021). As a key component of the pilot, the Toole Design team will conduct an evaluation of the efforts and use this evaluation to refine the plan's recommendations.

Task 2 Deliverables

TASK 2.1. STAKEHOLDER COORDINATION

- · Development of school stakeholder list
- CBO selection matrix and decision process
- Presentation and meeting facilitation with school stakeholders
- Community Engagement Strategy (draft and final)

TASK 2.2. FIELD SAFETY ASSESSMENTS

- Facilitation of walk audits for each school (up to 10)
- Walk audit materials for each school (up to 10)
- Existing Conditions Report/slide deck (draft and final)
- Bicycle and pedestrian counts

TASK 2.3. STAKEHOLDER OUTREACH AND ENGAGEMENT

- Development of engagement efforts; number/complexity of activities will be commensurate with the budget available
- Spanish translation of engagement materials; translated materials will be QAQCed by a Toole Design staff member who speaks Spanish to ensure the meaning of the materials are accurately captured
- Editable files of engagement materials (format to be determined in collaboration with City staff)
- Printing and postage for all engagement materials

TASK 2.4. RECOMMENDATIONS AND TECHNICAL MEMORANDUM

- Technical Memorandum or recommendations, including one map for each school (draft and final)
- Facilitation of stakeholder meetings at schools (up to 10)

TASK 2.5. PILOT RECOMMENDATIONS

- Implementation of one or more education, encouragement, or engineering pilot projects
- Summary of pilot recommendation(s), implementation, evaluation and lessons learned

Task 3: Plan Development

Task 3.1 Recommendation Prioritization

Ensuring that recommended projects transition from plan to pavement is a top priority. For this task, the Toole Design team will develop a detailed implementation strategy that will include a set of prioritized recommendations for each school site. The overarching implementation strategy and the specific prioritization criteria will be data-driven and informed by City and community input. Prioritized recommendations will feature:

- Project readiness or level of effort
- Planning-level cost estimates
- Feasibility considerations (i.e. issues pertaining to civil, ROW, geometric design, traffic operations and parking, signal timing, utilities, drainage, etc.)
- Timeline for implementation (short-, medium-, or long-term), including opportunities for pilots or rapid implementation
- Level of community support/engagement and key implementation partners

The final deliverable will be a tailored implementation strategy that is right-sized to the staffing and funding resources available to the City.

Task 3.2. Develop Draft Plan

The Toole Design Team will prepare a draft Safe Routes to School Master Plan for the City's review. The Draft Plan will include:

- Summary for each school (including the address, start/end times, grades, enrollment statistics, demographics served, and transit access)
- · Existing Conditions Data Analysis
- Field Safety Assessment Findings
- Implementation Strategy (as developed in Task 3.1)

The document will be concise, visually appealing, and rich with graphics, all the while effectively summarizing the work conducted during the planning process.

Task 3.3. Finalize Plan

The Toole Design team will revise the Draft Plan based on City feedback and will deliver the Final Plan in PDF and editable Microsoft-Word format. At this point, all data, files, and documentation used and created in the development of the plan will be provided to the City.

Task 3 Deliverables

- SR2S implementation strategy and project prioritization (draft and final)
- Draft and Final Plan document
- All project files in PDF format and editable formats to be determined in coordination with City staff, including outreach materials, maps, and GIS files

San Pablo Safe Routes to School Master Plan

	Toole Design Group									Kittelson & Associates, Inc.								
	August 26, 2020 Tasks		Engineering Lead II	Senior Planner	Project Planner	Senior Planner	Engineer III	Planner/GIS Analyst	Hourly Subtotal	Fee Subtotal	Principal Engineer	Senior Planner	Principal Planner	Transportat ion Analyst	Technician I	Hourly Subtotal	Fee Subtotal	Task Fee Total
Tasks			\$239.34	\$145.48	\$130.55	\$145.30	\$110.58	\$101.55			\$225.30	\$160.17	\$229.91	\$98.20	\$93.30			Total
1	Project Management	Alia Anderson	Adam Vest	Megan Wooley- Ousdahl	Mia Candy	Patrick Gilster	Joel Shaffer	Jonathan Yuan			Erin Ferguson	Amy Lopez	Laurence Lewis	Claire Casey	Grace Carsky			
1.1	Project Kick-off Meeting	2		4	4	4			14	\$2,097	2	2				4	\$771	\$2,868
1.2	Project Administration	8		40	20				68	\$10,079						0	\$0	\$10,079
2	School Assessments and Recommendations																	
2.1.	Stakeholder Coordination	2		18	24			9	53	\$7,078						0	\$0	\$7,078
2.2	Field Safety Assessments	2	8	4	4	40	40	8	106	\$14,479	24	24	8	48	48	152	\$20,283	\$34,761
2.3	Stakeholder Outreach & Engagement	2		8	40			20	70	\$8,829		24		24		48	\$6,201	\$15,030
2.4	Recommendations & Tech Memo	2	8	16		16	120	16	178	\$21,873	24	32	12	48	48	164	\$22,484	\$44,357
2.5	Pilot Recommendations	2	4	8		16	40		70	\$9,281	4	8	4			16	\$3,102	\$12,383
3	3 Plan Development																	
3.1	Recommendation Prioritization	2	4	12		12	40	20	90	\$11,313	4	8	4			16	\$3,102	\$14,415
3.2	Develop Draft Plan	4	6	18	8	8	40	16	100	\$13,134	8	16	2	24		50	\$7,182	\$20,316
3.3	Finalize Plan	2	2	12	4	4	20	8	52	\$6,764	2	4		8		14	\$1,877	\$8,641
	Total Labor	\$5,770	\$7,659	\$20,368	\$13,577	\$14,530	\$33,173	\$9,851		\$104,928	\$15,321	\$18,900	\$6,897	\$14,927	\$8,957		\$65,001	\$169,929
	Total Direct Expenses																	\$20,000
	Total Budget																	\$189,929

Direct Expense Breakdown

Direct Expens	c
Community-Based Organization Stipend	\$8,000
Materials/Printing	\$2,000
Translation Services	\$2,000
Online engagement (Fulcrum, map platform, etc)	\$3,000
Travel/Mileage	\$3,000
Refreshments	\$2,000
TOTAL	\$20,000