

REQUEST FOR PROPOSAL

INVITATION FOR BIDS

2023-RFP-212

VISION ZERO STRATEGY (ROADWAY SAFETY PLANNING & PUBLIC
ENGAGEMENT)



City of Palm Desert

73-510 Fred Waring Drive

Palm Desert, CA 92260

RELEASE DATE: September 28, 2023

DEADLINE FOR QUESTIONS: October 16, 2023

RESPONSE DEADLINE: November 2, 2023, 12:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/cityofpalmdesert>

City of Palm Desert
REQUEST FOR PROPOSAL

Vision Zero Strategy (Roadway Safety Planning & Public Engagement)

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- A - Sample- Vision Zero Strategy Agreement
- B - Previous Planning Document - Palm Desert General Plan (2016)
- C - Previous Planning Document - Local Roadway Safety Plan (2016)
- D - Previous Planning Document - CVAG Active Transportation Plan (2016)
- E - Previous Planning Document - SCAG Social Connect (2020)
- F - Previous Planning Document - Walk & Roll Bicycle & Pedestrian Gap Analysis (2022)
- G - Previous Planning Document - City Council Study Session - Active Transportation Program (2022)

1. Background and Introduction

1.1. Summary

The City of Palm Desert ("City") is requesting proposals from qualified firms ("Proposers") for Vision Zero Strategy (Roadway Safety Planning & Public Engagement) ("Services") to establish a Professional Services Agreement ("Agreement").

To serve and promote the welfare of its residents, the City intends to procure the Services, as described below.

Professional engineering and design services to conduct a Palm Desert Vision Zero Strategy, including a Safe Routes to School Plan, Safe Routes for Seniors Plan, Investment Strategy, Dashboard and Monitoring Tools, and a Public Engagement Campaign.

1.2. Background

The City is a charter city in the State of California. The City is a thriving community of approximately 50,000 full-time and 32,000 seasonal residents. It is located in the Coachella Valley in eastern Riverside County, part of the low desert region of Southern California. The City features big-city resources in a friendly, small-town setting, offering first class educational opportunities, safe and clean streets, as well as plentiful shopping and community events. Palm Desert is considered the geographical, educational and retail center of the Coachella Valley.

Incorporated in 1973, the City operates under a council-manager form of government with a five-member City Council elected at large. Each council member serves a four-year term. The City Council meets on the second and fourth Thursdays of the month at Palm Desert City Hall, 73-510 Fred Waring Drive.

1.3. Contact Information

Chris Gerry

Project Manager

Email: cgerry@cityofpalmdesert.org

Phone: [\(760\) 776-6335](tel:(760)776-6335)

Department:

PW - Capital Improvement Projects

1.4. Timeline

The above scheduled dates are tentative and City retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind City to award a contract for the Services and City retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

Release of Request for Proposal	September 28, 2023
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Pre-Proposal Meeting (Non-Mandatory)	October 12, 2023, 1:00pm Palm Desert City Hall Administrative Conference Room 73-510 Fred Waring Drive Palm Desert, CA 92260
Last Day to Submit Questions for Clarification	October 16, 2023, 12:00pm
Clarifications Issued by City on or before	October 18, 2023, 5:00pm
Deadline for Receipt of Proposals submitted on or before	November 2, 2023, 12:00pm

2. Notice Inviting Proposals

2.1. NOTICE

RFP No.: 2023-RFP-212

Project Title: Vision Zero Strategy (Roadway Safety Planning & Public Engagement)

Project No. (if applicable): N/A

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the City of Palm Desert ("City") electronically through the City of Palm Desert's ("City") online bid management provider ("OpenGov Procurement"), until 12:00 pm, Thursday, November 2, 2023. Proposals may not be submitted by fax, email, telephone, mail, hand delivery, or other means; any proposals received through any means other than OpenGov Procurement will be returned to the proposer unopened.

The City is requesting proposals to provide: Professional engineering and design services to conduct a Palm Desert Vision Zero Strategy, including a Safe Routes to School Plan, Safe Routes for Seniors Plan, Investment Strategy, Dashboard and Monitoring Tools, and a Public Engagement Campaign.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed Agreement including the identified scope of work. The City reserves the right to reject any or all proposals determined not to be in the best interest of the City.

The City of Palm Desert is committed to inclusion and diversity and welcomes proposals and bids from contractors, consultants, and vendors of all faiths, creeds, ancestries, and ethnicities without regard to disability, gender identity, sexual orientation, or immigration status. The City condemns and will not tolerate prejudice, racism, bigotry, hatred, bullying, or violence towards any group within or outside of our community.

2.2. [SCOPE OF SERVICES](#)

The Services sought under this Request for Proposals (“RFP”) are set forth in more detail in the Scope of Services Section, incorporated herein by this reference. Notwithstanding the inclusion of such Services in the Scope of Services Section, the final scope of Services negotiated between City and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between City and the successful Proposer. A copy of the Agreement is attached and incorporated herein by this reference.

2.3. [PREVAILING WAGE - ADDITIONAL REQUIREMENTS FOR FEDERAL FUNDING](#)

- A. If the Services are funded in whole or in part by federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the successful Proposer and all its subcontractors shall pay the higher of the state or federal prevailing wage rates. The Prevailing Wage Determination can be found in the [#Attachments](#).

2.4. [REGISTRATION](#)

Interested proposers may register as vendors and download the Request for Proposals (“RFP”). To register, visit the City's electronic bidding website, [OpenGov Procurement](#), and proceed to "Subscribe" as a vendor with the City to receive new project notifications. Interested proposers may "Follow" the RFP to view and/or download the RFP details, receive addenda alerts and notices, and draft and submit a response.

2.5. [PRE-PROPOSAL MEETING](#)

A “**non-mandatory**” pre-proposal meeting is to be held at 1:00 pm on Thursday, October 12, 2023, at Palm Desert City Hall Administrative Conference Room 73-510 Fred Waring Drive Palm Desert, CA 92260. Failure to attend this meeting will not preclude a Proposer from submitting a proposal. Attendance at the pre-proposal meeting will ensure the Proposer understands the full scope of the Services requested.

3. [Scope of Services](#)

3.1. [Project Summary](#)

Through the U.S. Department of Transportation, Federal Highway Administration, the City of Palm Desert (City) received a Safe Streets and Roads for All (SS4A) grant totaling \$970,000 (including \$20,000 in City administrative costs) to undertake planning and public engagement efforts to reduce local roadway fatalities and injuries. These collective activities consist of the City's Vision Zero Strategy (Strategy) including:

- Safe Routes to School Plan: \$320,000
- Safe Routes for Seniors Plan: \$80,000
- Public Engagement Activation: \$400,000
- Investment Strategy: \$100,000

- Dashboard and Monitoring Tool: \$50,000

Activities will be consolidated in a Final Strategy and include priority recommendations to pursue in a future Notice of Funding Opportunity (SS4A Implementation Grant). The City anticipates all activities to be completed in 18 to 24 months, with prioritizing planning efforts (Safe Routes to School, Safe Routes for Seniors, and Investment Strategy).

All tasks below also take into consideration the recommendations and information from existing planning documents. The Consultant, through collaboration with the City, shall collect and review existing policies, programs and data. Existing planning documents for reference to all tasks below include, but are not limited to:

- City of Palm Desert
 - General Plan, including PD Link (2016)
 - Local Roadway Safety Plan (2021)
 - Walk and Roll (2022)
 - Active Transportation Program Study Session (2022)
- Coachella Valley Association of Governments
 - Active Transportation Plan (2016)
 - CV Link (2022)
- Southern California Association of Governments
 - SoCal Connect (2020)

The scope of work has been thoroughly outlined; however, the Consultant is encouraged to submit imaginative and inventive concepts beyond the defined scope, which will be taken into thoughtful consideration in the review process. Finally, please identify if any funding categories above should be recommended for reallocation among other categories (within the scope of work).

3.2. Safe Routes to School Plan

Palm Desert is home to a collective of eight (8) public schools committed to providing education for our children and adolescents. Unless specified otherwise below, these schools are located within Palm Desert and consist of:

Elementary Schools:

- Abraham Lincoln Elementary School
- George Washington Charter Elementary School
- James Earl Carter Elementary School
- Ronald Reagan Elementary School

- Gerald Ford Elementary School (located in Indian Wells)

Middle Schools:

- Palm Desert Charter Middle School
- Colonel Mitchell Paige Middle School (located in La Quinta)

High Schools:

- Palm Desert High School

The City's Local Road Safety Plan previously identified the need to improve safe access to schools for walking and biking to help reduce safety risks posed by traffic volumes associated with student pick-up and drop-off. Building upon this recommendation, the Consultant shall develop a Safe Routes to School Plan (School Plan) that provides clear and implementable recommendations to create safer, more comfortable walking and bicycling options for Palm Desert school children, their families and residents.

Through stakeholder engagement, the School Plan will identify safety, infrastructure, and programmatic barriers to walking and bicycling to and from each school. The School Plan development process itself will provide opportunities to educate and encourage students at public elementary, middle and high school.

Note: In addition to educational opportunities that will be addressed in the School Plan, the Consultant shall include recommended capital improvements to improve roadways and incorporate such recommendations into the Investment Strategy.

Task 1: Existing Conditions

The Consultant shall review existing conditions, including:

- Gather background data for each school.
- Identify opportunities and constraints, and standards by which recommended updates will be set to guide the preparation of the School Plan, and include existing land uses, current and projected housing and land use development, population characteristics, and travel projections.
- Conduct traffic counts at up to three (3) locations near each project school, including pedestrian and bicyclist counts, in order to assess demand that can inform areas for improvement and prioritize potential projects.
- Prepare a base map for each school to show the school location, physical conditions and travel information such as enrollment boundaries, yellow school bus routes and ridership, transit lines, school site improvement plans, and crossing guard locations.

Deliverables:

- Existing Conditions Memorandum
- School traffic counts
- Base maps for schools

Task 2: Collisions and Gaps Analysis

The Consultant shall conduct a collisions and gaps analysis, including:

- Conduct a bicycle and pedestrian collision analysis using the most recent data available, with data supplemented by the City for each school.
- Identify challenges, needs and gaps in the bicycle and pedestrian networks (using the base maps).

Deliverables:

- Collisions and Gaps Analysis Memorandum

Task 3: Outreach and Engagement

Note: Events will be publicly noticed to ensure maximum attendance. Public notices will be in English and Spanish. Spanish and sign language interpreters will be present, as requested.

The Consultant shall conduct outreach and engagement, including:

- With input from the City, the Consultant shall prepare a detailed Outreach and Engagement Plan that includes school and community engagement tools and events to be used throughout the development of the School Plan. The Outreach and Engagement Plan will consist of a strategy to fully engage disadvantaged communities, including outreach in Spanish and means to reach groups that may not participate in traditional planning events.
- Develop content for a School Plan webpage on the City's website and social media platforms. The purpose of this content is to promote outreach and education materials, document workshops, promote parent surveys, workshops, walk audits, the Draft School Plan, and eventually view the Final School Plan. The website shall also allow stakeholders to submit feedback without attending meetings. The Consultant shall provide an online mapping tool to identify barriers and recommendations for suggested improvements around a school.
- Use the standardized Student Travel Tally and Parent Survey questionnaires from the National Center for Safe Routes to School to collect data on student travel modes and parent attitudes about walking and bicycling to school. Data collection will be conducted twice, once at the beginning of the School Plan project and once at the end.
- Conduct up to four (4) School Workshops for school staff, parents, law enforcement, fire department, and other SRTS stakeholders. The workshops will be based on the National SRTS Course from the National Center for Safe Routes to School. The purpose of the workshops will be to introduce the School Plan, educate on the 6 E's of SRTS (Engagement, Equity, Encouragement, Education, Engineering, and Evaluation). At least two (2) workshops will be held at a school or location near a disadvantaged school.

- The Consultant will lead school staff, City staff, parents/caregivers, residents, and other interested stakeholders on a walking audit of each of the School Plan project school sites during the morning arrival or afternoon dismissal period. The purpose of these walk audits is to observe conditions and behaviors and identify challenges or impediments that currently limit walking and biking. The Consultant will verify existing conditions of facilities. The Consultant will provide participants who are unable to participate in the walk audit with another way to give input such as through a web-based mapping tool where participants can “pin” locations and write the issues or concerns for the marked location.
- The Consultant will conduct “pop-up workshops” at up to three (4) public events, such as farmer’s markets or community fairs, in order to inform and solicit feedback from the community on the School Plan.

Deliverables:

- Outreach and Engagement Plan
- Project website
- Survey
- Virtual Engagement Memorandum
- PowerPoint presentation and photos
- Student Travel Tallies and Parent Surveys Analysis Memorandum
- Four (4) School Workshops
- Walk Audit Reports
- Photos
- Outreach materials
- Three (3) “Pop-up workshops” at public events

Task 4: Advisory Committee

In collaboration with the City, the Consultant shall participate in various types of Advisory Committee meetings. The Consultant shall prepare Advisory meeting agendas, presentations and meeting notes. The Advisory Committee may convene 4 to 6 times. The Advisory Committee shall advise the Consultant on potential project and programmatic recommendations that align with their goals. The Advisory Committee shall also provide input prior to major engagement activities and will review key project deliverables prior to posting to the public or decision-makers.

Deliverables:

- Advisory Committee Meetings - Room preparation and reservation (if offsite)

- Advisory Committee Meetings - Presentations, agendas and notes

Task 5: Crossing Guard Analysis

School Crossing Guards (Crossing Guards) are an important part of the community and serve a vital role in the lives of students who walk or bicycle to school. Crossing Guards help students safely cross the street at key locations and remind drivers of the presence of pedestrians. Working closely with the City and school districts, the Consultant shall:

- Develop a methodology to prioritize crossing guard locations informed by the California Manual on Uniform Traffic Control Devices (CAMUTCD), as well as engineering judgement.
- Using methodology, conduct an in-depth analysis of current locations of Crossing Guards and make recommendations for maintaining, changing, or adding Crossing Guard locations. The Consultant shall use the California School Crossing Guard Training Guidelines (Guidelines) developed by the California Department of Public Health and Caltrans to identify and assess Crossing Guard training needs.

Deliverables:

- Crossing Guard Prioritization Memorandum

Task 6: Recommendation and Prioritization

The Consultant shall use the information collected activity, including information from the Advisory Committee and stakeholder outreach, in order to:

- Develop infrastructure improvement recommendations within a half-mile radius of each project school for the purposes of improving the non-motorized transportation network for students and parents to walk and bike to school safely and conveniently. Recommendations shall include preliminary cost estimates so that the recommendations can be incorporated into future grant applications for implementation.
- Create equity-framed and data-driven Project Prioritization Methodology that meets the needs of the City and school districts.
- Develop Suggested Routes Maps for each project school with suggested routes for families to walk or bicycle to and from school. Maps shall also include safety tips for drivers and active transportation users. The Suggested Routes Maps shall be made available to schools both digitally and in paper copies. The Suggested Routes Maps shall be available in English and Spanish.
- Prepare engagement, equity, encouragement, education, and evaluation program recommendations to complement the infrastructure recommendations to promote a culture that embraces active transportation.

Deliverables:

- Infrastructure Improvement Recommendations Memorandum (including maps and cost estimates)
- Project Prioritization Methodology Memorandum
- Suggested Routes Maps
- Programmatic Recommendations Memorandum

Task 7: Draft and Final Strategy

The Consultant shall prepare a Draft School Plan for City staff review. The Draft School Plan will be aligned with existing local and states policies and procedures and shall include a summary of actionable next steps for implementing the project recommendations. Based on City staff comments on the Draft School Plan, the Consultant shall revise the Draft Public-School Plan into a formatted final format to be presented to stakeholders and the public.

The Consultant shall prepare the Final School Plan in formatted, electronic form that addresses comments received from stakeholders and the public. The Final School Plan will include a summary of next steps towards implementation (specifically, an SS4A Implementation grant).

Deliverables:

- Draft School
- Draft Public-School Plan
- Final School Plan

Task 8: City Council Review and Approval

In collaboration with the City, the Consultant shall present the Final School Plan for the City Council's review and consideration. The Consultant shall respond and resolve any critical issues, so that the City Council can adopt the Final School Plan.

Deliverables:

- City Council Staff Report
- Presentation

3.3. Safe Routes for Seniors Plan

Palm Desert has a large population of seniors and retirees. Situated in the Coachella Valley, this region attracts retirees and seasonal residents due to its warm climate, desert landscapes, golf courses, and various amenities tailored to older adults. In addition, the City's Local Road Safety Plan identified seniors and aging drivers as an important safety focus. This component of the study shall evaluate transportation infrastructure and mobility programs that will make it easier and safer for seniors.

The Consultant shall develop a Safe Routes for Seniors Plan (Senior Plan) that provides clear and implementable recommendations to create safer, more comfortable walking and bicycling options for

Palm Desert seniors. Through stakeholder engagement, the Senior Plan shall identify safety, infrastructure, and programmatic barriers to walking and bicycling to and from up to five (5) location (to be determined). The Senior Plan development process itself will provide opportunities to educate and encourage seniors as well.

Task 1: Existing Conditions

The Consultant shall review existing conditions, including:

- Gather background data on seniors (e.g., housing, community centers, and demographics) that describe locations and movement of seniors.
- Identify opportunities and constraints, and standards by which recommended updates will be set to guide the preparation of the Senior Plan, and include existing land uses, current and projected housing and land use development, population characteristics, and travel projections.
- Conduct traffic counts at up to three (3) locations based upon the background data and City staff discussions, including pedestrian and bicyclist counts, in order to assess demand that can inform areas for improvement and prioritize potential projects.
- Prepare a base map for each location, physical conditions and travel information.

Deliverables:

- Existing Conditions Memorandum
- Location traffic counts
- Base maps for locations

Task 2: Collisions and Gaps Analysis

The Consultant shall conduct a collisions and gaps analysis, including:

- Conduct a bicycle and pedestrian collision analysis using the most recent data available, with data supplemented by the City for each location.
- Identify challenges, needs and gaps in the bicycle and pedestrian networks (using the base maps).

Deliverables:

- Collisions and Gaps Analysis Memorandum

Task 3: Outreach and Engagement

Note: Events will be publicly noticed to ensure maximum attendance. Public notices will be in English and Spanish. Spanish and sign language interpreters will be present, as requested.

The Consultant shall conduct outreach and engagement, including:

- With input from the City, the Consultant prepares a detailed Outreach and Engagement Plan that includes senior and community engagement tools and events to be used in the development of the Senior Plan. The Outreach and Engagement Plan shall consist of a strategy to engage disadvantaged communities, including outreach in Spanish and means to reach groups that may not participate in traditional planning events.
- Develop content for a Senior Plan webpage on the City's website and social media platforms. The purpose of this content is to promote outreach and education materials, document workshops, promote parent surveys, workshops, walk audits, the Draft Senior Plan, and eventually view the Final Senior Plan. The website shall also allow stakeholders to submit feedback without attending meetings. The Consultant shall provide an online mapping tool to identify barriers and recommendations for suggested improvements around locations.
- Conduct up to four (4) workshops for the Senior Plan stakeholders. The purpose of the workshops are to introduce the Senior Plan. At least two (2) workshops will be held at a location near a disadvantaged area.
- The Consultant shall lead seniors and interested stakeholders on a walking audit of each of the identified locations. The purpose of these walk audits is to observe conditions and behaviors and identify challenges or impediments that currently limit walking and biking. The Consultant shall verify existing conditions of facilities and provide participants who are unable to participate in the walk audit with another way to give input such as through a web-based mapping tool where participants can "pin" locations and write the issues or concerns for the marked location.
- The Consultant will conduct "pop-up workshops" at up to three (3) public events, such as farmer's markets or community fairs, in order to inform and solicit feedback from the community on the Senior Plan.

Deliverables:

- Outreach and Engagement Plan
- Project website
- Survey
- Virtual Engagement Memorandum
- PowerPoint presentation and photos
- Four (4) Senior Workshops
- Walk Audit Reports
- Photos
- Outreach materials

- “Pop-up workshops” at up to three (3) public events

Task 4: Advisory Committee

In collaboration with the City, the Consultant shall participate in various types of Advisory Committee meetings. The Consultant shall prepare Advisory meeting agendas, presentations and meeting notes. The Advisory Committee may convene 4 to 6 times. The Advisory Committee shall advise the Consultant on potential project and programmatic recommendations that align with their goals. The Advisory Committee shall also provide input prior to major engagement activities and will review key project deliverables prior to posting to the public or decision-makers.

Deliverables:

- Advisory Committee Meetings - Room preparation and reservation (if offsite)
- Advisory Committee Meetings - Presentations, agendas and notes

Task 5: Recommendation and Prioritization

The Consultant shall use the information collected throughout the project, including information from the Advisory Committee and stakeholder outreach and engagement, in order to:

- Develop infrastructure improvement recommendations within a half-mile radius of each project location for the purposes of improving the non-motorized transportation network for seniors to walk and bike safely and conveniently. Recommendations shall include preliminary cost estimates so that the recommendations can be incorporated into future grant applications for implementation.
- Create equity-framed and data-driven Project Prioritization Methodology that meets the needs of seniors, as well as yields projects that are positioned well for future SS4A Grant Implementation funds.
- Develop Suggested Routes Maps for each location with suggested routes for seniors. Maps shall also include safety tips for drivers and active transportation users. The Suggested Routes Maps shall be made available both digitally and in paper copies. The Suggested Routes Maps shall be available in English and Spanish.
- Prepare engagement, equity, encouragement, education, and evaluation program recommendations to complement the infrastructure recommendations to promote a culture that embraces active transportation.

Deliverables:

- Infrastructure Improvement Recommendations Memorandum (including maps and cost estimates)
- Project Prioritization Methodology Memorandum
- Suggested Routes Maps

- Programmatic Recommendations Memorandum

Task 6: Draft and Final Strategy

The Consultant shall prepare a Draft Senior Plan for City staff review. The Draft Senior Plan will be aligned with existing local and states policies and procedures and shall include a summary of actionable next steps for implementing the project recommendations. Based on City staff comments on the Draft Senior Plan, the Consultant will revise the Draft Senior Plan into a formatted Public Draft Senior Plan to be presented to the Senior stakeholders and the public. The Consultant shall prepare the Final Senior Plan in formatted, electronic form that addresses comments received from seniors and other stakeholders.

Deliverables:

- Draft Senior Plan
- Public Draft Senior Plan
- Final Senior Plan

Task 7: City Council Review and Approval

In collaboration with the City, the Consultant shall present the Final Senior Plan to City Council. The Consultant shall respond and resolve any critical issues, so that the City Council can adopt the Final Senior Plan. The Final Senior Plan will include a summary of next steps towards implementation.

Deliverables:

- City Council Meeting - Presentation

3.4. Public Engagement and Activation

The City and regional agencies have invested heavily in the active transportation network throughout Palm Desert. While continuing to make infrastructure improvements, the City equally desires to inform the community regarding how to safely and comfortably use the network. The City intends to develop a locally branded, well-advertised and participatory Vision Zero Campaign (Campaign).

A substantial amount of funds are allocated toward Campaign activities due to the ability to make an immediate and memorable impact. Therefore, although not required, the Consultant is encouraged to pursue a professional marketing services in order to develop strategies and materials. The Campaign shall become part of the City's overall communication strategy and may include visible components such as street banners and murals, active information sharing and activities at City events, and use of an Advisory Committee aimed at changing the culture of driving, walking and biking for better safety.

Ultimately, the goal of this activity is to develop and execute a comprehensive public marketing Campaign aimed at promoting safe and comfortable biking practices within Palm Desert. The Campaign will focus on raising awareness, educating residents and visitors, and encouraging the use of biking infrastructure.

Task 1: Campaign Goals and Objectives

The Consultant shall:

- Meet with City staff to identify to Campaign objectives, including key insights, objectives, strategies, and guidelines (Discovery Meeting).
- Develop a Creative Brief resulting from the discussions of the Discovery Meeting.
- Allow City staff make revisions to Creative Brief until acceptable to all parties.

Deliverable:

- Creative Brief Memorandum

Task 2: Ideation and Concept Development

The process of ideation and concept development is a crucial stage in the creation of a Campaign. It involves generating creative ideas, themes, and visual concepts that effectively convey the Campaign's messages and resonate with the target audience. This process transforms the insights and objectives outlined in the Creative Brief into tangible and compelling creative concepts that drives the campaign's design and content. Therefore, the Consultant shall:

- Develop detailed descriptions and visual representations of the chosen creative concepts that were generated during the ideation process. These concepts outline the overarching theme, messaging, visuals, and tone of the campaign.
- Develop visual presentations or documents that effectively communicate each selected concept to City staff. These presentations include:
 - Mockups
 - Sketches
 - Storyboards
 - Other visual aids that help convey the essence of the ideas.
- Present to City staff the creative concepts and incorporate feedback accordingly.

Deliverable:

- Finalized Creative Concepts Memorandum

Task 3: Content Creation

Once having approved the Finalized Creative Concepts, the Consultant shall begin producing the actual Campaign materials. Content creation could include designing visuals, creating copy, producing videos, and developing any other creative assets needed for the Campaign. The City encourages the Consultant to use creative techniques to effectively communicate the Campaign's messages and objectives.

- Develop content based on the Finalized Creative Concepts. The content shall be created for various platforms and events, including:

- Multi-platform approach that coordinates with local media outlets to feature Campaign-related stories and interviews.
- Workshops and webinars for residents of all ages and specific targeted groups to be determined (e.g., youth, seniors).
- Present to City staff the creative concepts and incorporate feedback accordingly.

Deliverables:

- Campaign Content Memorandum (including campaign content)

Task 4: Campaign Workflow

Using the approved Campaign content, the Consultant shall develop a Campaign workflow (sequence of marketing activities), including:

- Dates and Durations: Dates for the start and end of the Campaign, and the duration of Campaign phases and activities.
- Key Milestones: Events or deadlines in the Campaign, such as the launch date, major promotions, events, or the end of the Campaign.
- Task Breakdown: Individual tasks and activities that need to be completed including, content, design, approvals, and launch preparations.
- Assigned Responsibilities: Designation of who is responsible for each task or activity.
- Dependencies: Indications of tasks that are dependent on the completion of other tasks.
- Channels and Platforms: Specification of which marketing channels and platforms will be used for each activity (e.g. social media, events).
- Content Creation and Approval: Time allocated for creating and reviewing content, including design, copywriting, and multimedia elements.
- Launch and Distribution: Dates for launching specific campaign components, such as advertisements, social media posts, and email sends.
- Monitoring and Evaluation: Periods for monitoring campaign performance, analyzing metrics, and making adjustments based on data.
- Reporting: Time allocated for generating reports on the campaign's performance and impact, which can be shared with stakeholders.

Deliverables:

- Campaign Workflow Memorandum

Task 5: Campaign Implementation

The Consultant shall implement the Campaign workflow by launching and disseminating marketing activities and materials that have been prepared during previous tasks. The Consultant shall monitor the performance of the Campaign, track metrics, and make real-time adjustments as needed to optimize results and ensure the Campaign is meeting its objectives. The Consultant shall be heavily involved throughout the implementation of the Campaign, including:

- Campaign Oversight: Oversee the execution of the Campaign to ensure that it aligns with the established strategy, goals and messaging.
- Content Coordination: Coordinate the creation and deployment of Campaign content, including social media posts, blogs, and other materials.
- Quality Control: Ensure the consistency and quality of all Campaign materials and communications across different channels.
- Channel Management: Manage distribution of Campaign content on various platforms, such as social media, emails, and advertising networks.
- Real-time Engagement: Monitor and respond to audience interactions, comments, and messages on social media, email, and other channels.
- Performance Monitoring: Track key performance indicators to assess campaign performance and make data-driven decisions for optimization.
- Adjustments and Optimization: Based on performance data, make adjustments to campaign strategy, messaging, targeting or tactics.
- Coordination with Partners: Coordinate with external parties to ensure a unified approach.
- Reporting: Generate regular or periodic reports that summarize Campaign performance, insights, and outcomes for the client.
- Feedback and Communication: Provide updates to the client on the Campaign's progress, discuss results, and address questions or concerns.
- Problem-solving: Identify and address any issues or challenges that arise during the execution phase and finding solutions.
- Continual Strategy Alignment: Ensure the Campaign's execution remains aligned with the overarching marketing strategy and goals.
- Client Collaboration: Collaborate with the City to gather feedback, insights, and any changes they might want to implement.
- Adaptation to Trends: Stay updated on industry trends and adjusting Campaign tactics to leverage emerging opportunities.

- Ad Campaign Management (if applicable): If paid advertising, manage the setup, targeting, and optimization of the Campaign.

Task 6: Performance Evaluation

At the conclusion of the Campaign, the Consultant shall assess the overall performance, impact, and outcomes after its execution. The insights gained from this analysis are essential for future Campaign improvements and strategic planning. The appropriate metrics are to be determined and agreed upon by parties, but tasks may include:

- Data Collection: Gather relevant data and metrics from various sources, including website analytics, social media insights, email performance, conversion rates, and any other key performance indicators that were tracked during the Campaign.
- Audience Engagement: Analyze how the target audience engaged with the Campaign content.
- Conversion Analysis: Assess the effectiveness of the Campaign in terms of conversions and determine if the desired actions were achieved.
- Channel Effectiveness: Evaluate the performance of different marketing channels used in the Campaign.
- Content Assessment: Review quality and impact of the Campaign content, visuals, and messaging (i.e., what resonated with the audience).
- Feedback Review: Consider feedback received from the audience, clients, stakeholders, and team members.
- Lessons Learned: Identify the challenges, successes, and learnings from the Campaign.
- Documentation: Document the findings, insights, and recommendations from the analysis. Findings are critical for future Campaigns.
- Reporting: Prepare a report of the Campaign's performance, including key metrics, insights and recommendations for optimization.
- Client Presentation: Present the post-Campaign analysis to the City, discussing the outcomes, insights, and lessons learned.

Deliverables:

- Campaign Performance Evaluation - Memorandum
- Campaign Performance Evaluation - Presentation

3.5. Investment Strategy

The purpose of the Investment Strategy is to consolidate newly formed and outstanding recommendations across planning documents to prioritize and pursue capital improvement projects in

the future. Specifically, the City is strongly interested in developing a detailed scope of priorities to pursue in a SS4A Implementation grant.

Task 1: Review and Consolidate Planning Documents

The City has various planning documents that have identified infrastructure needs to improve the active transportation network. While the City has constructed numerous capital improvements in its active transportation network, there remains other recommendations that have yet to be implemented. Furthermore, the Consultant is being requested to develop two additional new planning documents (Safe Routes to School and Safe Routes for Seniors) that include recommended infrastructure improvements. Proposed activities for this task include:

- Review existing local and regional planning documents to identify recommended projects that remain outstanding.
- Review newly formed capital project recommendations (i.e., School Plan and Senior Plan) in context of existing planning documents.
- Work with City staff to identify which projects have been completed and which projects still remain (may require Consultant fieldwork).
- Consolidate outstanding recommendations from existing and newly formed planning documents on spreadsheet. Include key information about the proposed capital projects including, but not limited to, improvement type, roadway segment, and referenced planning document.

Deliverables:

- Capital Project Spreadsheet (without Prioritization)

Task 2: Prioritize Capital Projects

Following the consolidation of outstanding capital projects, the Consultant shall proceed with the crucial task of prioritizing these projects. With the overarching goal of eliminating fatalities and injuries in the Strategy, the Consultant shall:

-
- Evaluate capital projects based on potential to enhance safety, feasibility of implementation, and contribution to Strategy objectives.
- Evaluate capital projects based on compatibility with previous SS4A Implementation grant criteria to identify competitive application in future.
- Use industry standard methodology for prioritizing capital projects.
- Establish a well-defined hierarchy that guides resource allocation and efforts for maximum impact.
- Memorandum identifying the methodology for

- Update previous spreadsheet with draft prioritization of capital projects.

Deliverables:

- Meet with City staff to discuss prioritization methodology.
- Prioritization Methodology Memorandum
- Updated Capital Project Spreadsheet (with Prioritization)

Task 3: Draft and Final Investment Strategy

The Consultant shall prepare a Draft Investment Strategy for City staff review. The Draft Investment Strategy shall include, but is not limited to:

- Introduction: Outline the history and purpose of the Investment Strategy. The introduction shall acknowledge the U.S. Department of Transportation and describe the City's intention of using this Investment Strategy to pursue federal funds (SS4A Implementation) in the future.
- Document Review: Describe the existing and newly formed planning documents taken into consideration of the Investment Strategy.
- Methodology: Describe the methodology used to prioritize the capital projects identified in the Investment Strategy.
- Comprehensive Recommendations: Using the agreed-upon methodology, the Consultant shall develop and include recommendations, including cost estimates.
- Grant Recommendations: Following the development of prioritized recommendations, the Consultant shall develop and include detailed descriptions, costs and preliminary concept maps identifying at least \$10 million in priority capital projects that align with previous SS4A Implementation grant guidelines.

Deliverables:

- Draft Investment Strategy
- Meet with City staff to discuss Draft Investment Strategy
- Draft Public Investment Strategy
- Final Investment Strategy

Task 8: City Council Review and Approval

In collaboration with the City, the Consultant shall present the Final Investment Strategy for the City Council's review and consideration. The Consultant shall respond and resolve any critical issues, so that the City Council can adopt the Final Investment Strategy.

Deliverables:

- City Council Meeting - Presentation

3.6. [Dashboard and Monitoring Tool](#)

The City intends to invest in the development of a publicly accessible and highly visible Vision Zero Dashboard (Dashboard) that will be maintained beyond the scope of this grant to track progress in reducing traffic injuries and deaths. This tool will provide both accountability for progress and a means to quantify the impacts of program activities, allowing pivots and re-enforced efforts where results suggest they should be made. The data framework shall include injury and crash data from various sources, and incorporate demographic, transportation, and other relevant information.

Task 1: Identify and Develop Content

The Consultant shall build a strong foundation of relevant, accurate and timely injury, crash, and other supporting information in Palm Desert. The Consultant shall identify gaps in data and define a plan to resolve. Proposed tasks for identifying and developing content include:

- Meet with City staff to finalize scope, solidify a schedule, and gather feedback on data and analysis needs.
- Gather available City data including injury, crash, transportation, infrastructure gaps, and demographics. Review with City staff to identify gaps.
- Work with City staff to determine how to incorporate existing planning documents to represent community needs and concerns.
- Work with City staff to identify data that may require data sharing agreements (e.g., aggregate data on injuries from local hospitals).
- Work with agency staff and data providers to identify sensitive data and develop methods to share this data securely or apply data scrubbing techniques to produce data products that could be shared with wider audiences.
- Identify and recommend data sources to address data gaps and planning support needs. Review with City staff and incorporate feedback into final data plan. Planning support needs include the ability to:
 - Conduct safety analysis
 - Identify High Injury Network (HIN)
 - Identify actions that can reduce crashes.
 - Develop crash reduction tool using actions identified in last task along with relevant research and data on effectiveness.

Task 2: Design Data Dashboard

The Consultant shall design a Dashboard that allows for sharing of crash and injury data in forms that are understandable to different audiences (e.g., summary data for community members; ability to drill down

to details for staff and policy makers). The Consultant shall automate data interfaces to minimize need for manual data loads. Include capability to display information on Vision Zero strategies and progress. Proposed tasks for designing data dashboard include:

- Work with City staff to define requirements for data dashboard.
 - Technical
 - User interface
 - Reporting
- Develop proposed technical architecture for data dashboard.
- Review with City staff and incorporate feedback into final design.
 - Back-end database
 - Data interfaces / APIs
 - Web interface
- Recommend software solution options to implement technical architecture in alignment with budget. Review options with City staff and incorporate feedback into final software solution recommendation.

Task 3: Develop and Implement Data Dashboard

Develop, test, and implement data dashboard. Proposed tasks for developing and implementing data dashboard:

- Work with City staff to procure and configure selected software solution.
- Develop technical documentation for data dashboard solution.
- Review with City staff and revise with feedback.

4. Requests for Clarification

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing VIA THE "Q&A" tab through the City's online bid management provider ("[OpenGov-Procurement](#)").

All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted through [OpenGov-Procurement](#). Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 12:00 pm (local time) on Monday, October 16, 2023.

5. Content and Format of Proposal

5.1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

A. **Cover Letter**

1. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

B. **Experience and Technical Competence**

1. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.
2. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

C. **Firm Staffing and Key Personnel**

1. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
2. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
3. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
4. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

D. **Proposed Method to Accomplish the Work**

1. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

*Response required

5.2. [Fee Proposal*](#)

Please provide a lump-sum, not-to-exceed fee proposal for the scope of Services. The fee proposal shall include hourly rates for all personnel for “Additional Work” (as such term is defined in the proposed Agreement attached herein).

*Response required

5.3. [Non-Collusion Declaration*](#)

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Please confirm

*Response required

5.4. [SAM.gov*](#)

Please enter your legal entity name for SAM.gov verification.

*Response required

5.5. [Type of Business*](#)

- C Corporation (if corporation, two signatures are required)
- S Corporation (if corporation, two signatures are required)
- Limited Liability C Corporation (if corporation, two signatures are required)
- Partnership
- Limited Liability Partnership

Sole Proprietor/Individual

Other

*Response required

5.6. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

*Response required

5.7. Changes to Agreement*

The City standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City's decision to enter into an Agreement.

*Response required

5.8. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

*Response required

5.9. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

*Response required

5.10. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

- A. Full Name
- B. Title
- C. Physical Business Address
- D. Email Address
- E. Phone Number

*Response required

5.11. Certification of Proposal: *

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.

Please confirm

*Response required

6. Selection Process

- A. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.
- B. It is the City's intent to select a Proposer best evidencing demonstrated competence and professional qualification to perform the Services. The City reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the City's research and investigation. Upon selection of a Proposer, the City will endeavor to negotiate a mutually agreeable Professional Services Agreement with the selected Proposer. In the event that the City is unable to reach Agreement, the City will proceed, at its sole discretion, to negotiate with the next Proposer selected by the City. The City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired.
- C. After negotiating a proposed Agreement that is fair and reasonable, City staff will make the final recommendation to the City Council concerning the proposed Agreement. The City Council has the final authority to approve or reject the Agreement.

7. Evaluation Criteria

The City will evaluate proposals based on the following criteria:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Content of the proposal, including the work plan	0-5 Points	35 <i>(35% of Total)</i>
2.	Proposer's experience and performance	0-5 Points	35 <i>(35% of Total)</i>
3.	Team members' experience and performance	0-5 Points	10 <i>(10% of Total)</i>

4.	Comments by references	0-5 Points	5 (5% of Total)
5.	Fee proposal	0-5 Points	15 (15% of Total)

8. Submittal Requirements

8.1. General

It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the City to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The City reserves the right to request additional information which, in the City's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

8.2. Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

8.3. Site Examination

Proposers may visit the City and its physical facilities to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

8.4. Authorization

The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

8.5. Confidentiality of Proposal

Proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either City and the successful Proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. The City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

8.6. Submittal Instructions

The proposal must be received no later than 12:00 pm, on or before Thursday, November 2, 2023 through the City's electronic bidding system, OpenGov Procurement. It is solely the responsibility of Proposer to see that its proposal is properly submitted in [#Content and Format of Proposal](#) in proper form and prior to the stated closing time. The City's electronic bidding system will not accept late proposals. The City will only consider proposals that have transmitted successfully and have been sent an email with a time stamp from the City's electronic bidding system indicating that the proposal was submitted successfully. Proposers shall be solely responsible for informing themselves with respect to the proper utilization of the City's electronic bidding system, ensuring the capability of their computer system to upload the required documents, and the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals.

Proposers experiencing any technical difficulties with the proposal submission process may contact OpenGov Procurement Support using the instant help chat function (located at the bottom right of the screen while on the website) during business hours, or by emailing support@procurenw.com. Neither the City nor OpenGov Procurement make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the proposal submission date and/or time.

9. **General Conditions**

9.1. Federal Requirements

If the Services are funded through a federal funding source, the successful Proposer and its subconsultants/subcontractors shall be required to take cognizance of and comply with all requirements set forth in the Federal Requirements, attached and incorporated herein by this reference.

9.2. [Amendments to RFP](#)

The City reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.

9.3. [Amendments to Proposals](#)

Unless specifically requested by the City, no amendment, addendum or modification will be accepted after a proposal has been submitted to City. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

9.4. [Non-Responsive Proposals](#)

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

9.5. [Costs for Preparing](#)

The City will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

9.6. [Cancellation of RFP](#)

City reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

9.7. [Price Validity](#)

Prices provided by Proposers in response to this RFP are valid for 90 days from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

9.8. [No Commitment to Award](#)

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

9.9. [Right to Negotiate and/or Reject Proposals](#)

City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets City's requirements.

9.10. Non-Discrimination

The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

The City's commitment to diversity and inclusion can be found [here](#).

10. Protests

The procedures set forth in this section are mandatory and are the sole and exclusive remedy of a bidder, proposer or other vendor to dispute the award of a contract that the city solicits through a competitive process. A protest that does not comply with these procedures with these procedures may be summarily rejected and the person submitting the protest shall be deemed to have waived all rights to relief.

10.1. Protests of Solicitation Method

By submitting a bid, proposal or other application for a contract award, the bidder, proposer or other vendor shall be deemed to have waived all rights to challenge the city's method for procuring the contract or any discrepancy in the solicitation process or documents. Bidders, proposers, or vendors may submit bids, proposals or other applications under protest. Protests under this section shall be submitted in writing to the official designated to receive the bid, proposal or other application and shall contain a full summary of the factual and legal basis for the protest.

10.2. Waiver

Any person that: (1) did not directly submit a bid or proposal, (2) is not responsible or qualified to receive the contract, (3) failed to submit a responsive bid or proposal, (4) is not in line to receive the contract or is otherwise ineligible to receive the contract, (5) is otherwise not beneficially interested in the award, or (6) fails to submit a timely protest shall be deemed to have waived the right to protest the award of the contract. Any protest deemed waived will be subject to summary rejection without further consideration and the person will have no right to any relief.

10.3. Protests of Award

A bidder, proposer or other vendor applying for a city contract through a competitive process may submit a written protest of the award of the contract. The protest shall identify and explain the factual and legal grounds for the protest. Any grounds not raised in the written protest are deemed waived by the protesting bidder.

10.4. Timing of Protest of Award

Protests shall be submitted in writing to the official designated to receive the bid, proposal or other application within the following times:

- A. If of another bidder, within five (5) calendar days after the bid opening date.
- B. If the City makes a recommendation to the City Council/Housing Authority to award a proposal or other application, then within five (5) calendar days following the issuance of the recommendation and prior to the date of the award.

- C. If in response to a notice of intent to reject a bid, proposal or other application, then within five (5) calendar days following the issuance of the notice of intent.

10.5. Protest Review and Response

If the protest is timely and complies with the above requirements, the City shall review the protest, any response from the challenged bidder, proposer or other vendor, and all other relevant information. The City will provide a written decision to the protester in a reasonable amount of time. If the protest is in response to a recommendation of award to the City then the protest will be considered concurrently with the award of the contract, and the approval authority's action is final.

10.6. Conflicts

The protest procedures contained in this section shall not apply if a particular solicitation contains a different protest procedure. This section does not limit or eliminate a claimant's obligations under the Government Claims Act, Government Code Section 900 et seq.

ATP



City Council Study Session
Active Transportation Program
April 28, 2022

AGENDA



- Active Transportation Program (ATP)
- 5-Year ATP Capital Improvement Program
- Grant Funding
- Policy Change
- Recent and Upcoming ATP Projects

ATP PROGRAM

Accessibility



Roadway Safety



Schools



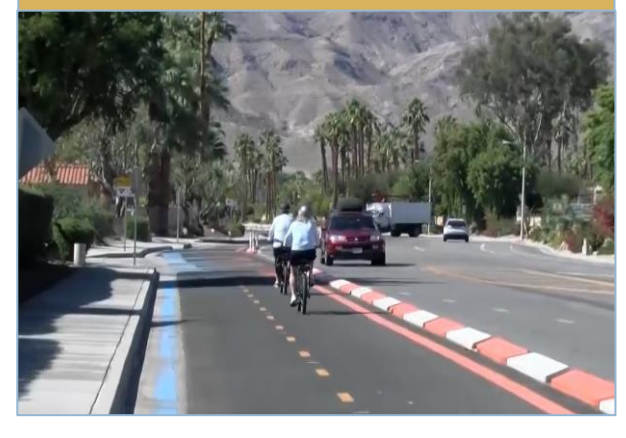
Pedestrians



Transit



Bicycles and Golf Carts



TYPES OF BIKEWAYS

Multi-Use Path (Class I)



Monterey Avenue n/o Park View Drive

Buffered Bike Lane (Class II)



San Pablo Avenue s/o Fred Waring Drive

Conventional Bike Lane (Class II)



Portola Avenue n/o Country Club Drive

Shared Roadway (Class III)



San Pablo Avenue n/o Hwy 111

Two-Way Cycle Track (Class IV)



CV Link on Magnesia Falls Drive

One-Way Cycle Track (Class IV)



San Pablo Avenue n/o Fred Waring Drive

ATP PROGRAM



- Projects and programs
- Assess needs
- Address safety
- Maintain existing infrastructure
- Upgrade existing infrastructure
- Increase network
- Engage users & agency coordination
- Branding & identity
- Education and awareness
- Update policies
- Funding
- Annual goals

ATP PROGRAM

One of the primary goals of the Strategic Plan and the General Plan is providing alternative ways of getting around town including: walking, bicycling, and golf carts.

Downtown Collectors

Downtown Collector streets funnel pedestrian, bicycle, and vehicular traffic to and from neighborhoods to downtown Palm Desert.

The general cross-section of a Downtown Collector street consists of a two-lane undivided roadway. A Collector Street is designed to accommodate approximately 10,000 vehicles at Level of Service (LOS) C. A typical cross-section is provided below.

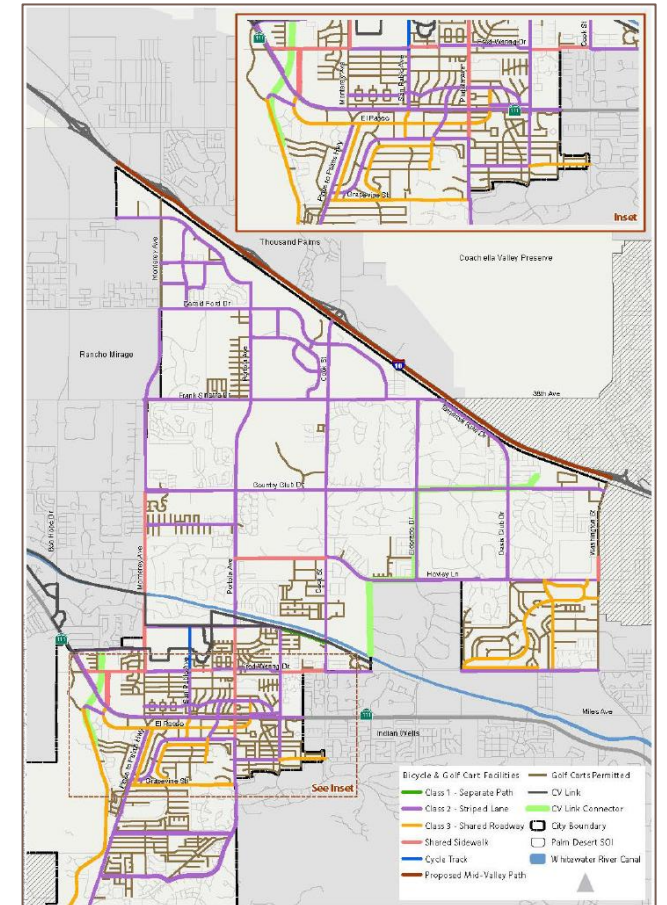
Typical bicycle facilities provided on Downtown Collector streets are buffered Bicycle Lanes. Additionally, pedestrian facilities include sidewalks with landscaping and enhanced pedestrian-level lighting.

Within Palm Desert, examples of proposed Downtown Collector streets include (1) San Geronio Way, (2) De Anza Way, (3) Shadow Mountain Drive, and (4) Deep Canyon Road, between Magnesia Falls Drive and Fred Waring Drive and between Highway 111 and Fairway Drive.



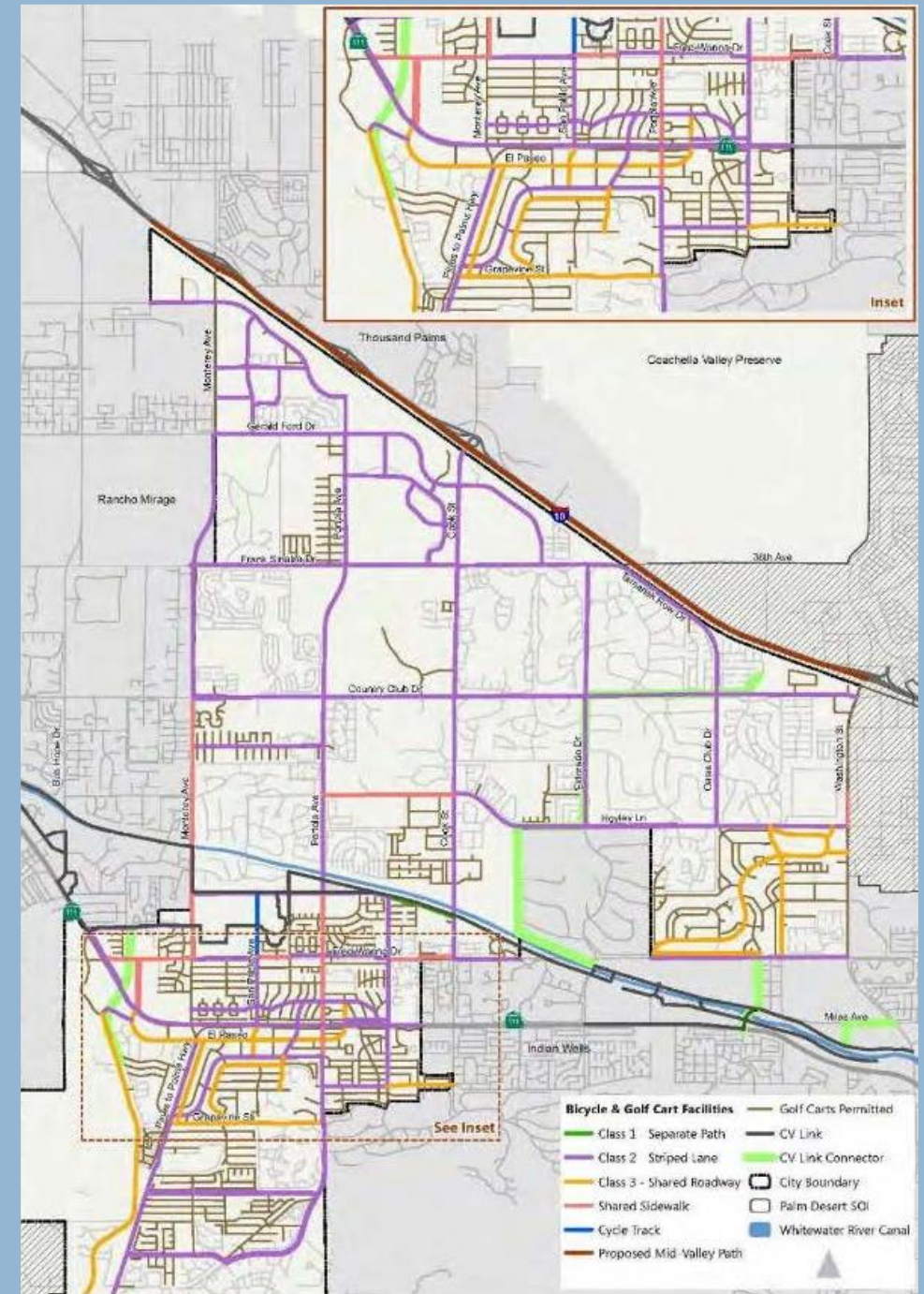
DOWNTOWN COLLECTOR STREET
(2 LANES, UNDIVIDED)
WITH BICYCLE LANES

Typical bicycle facilities of a Downtown Collector street consisting of a two-lane undivided roadway with buffered bicycle lanes.



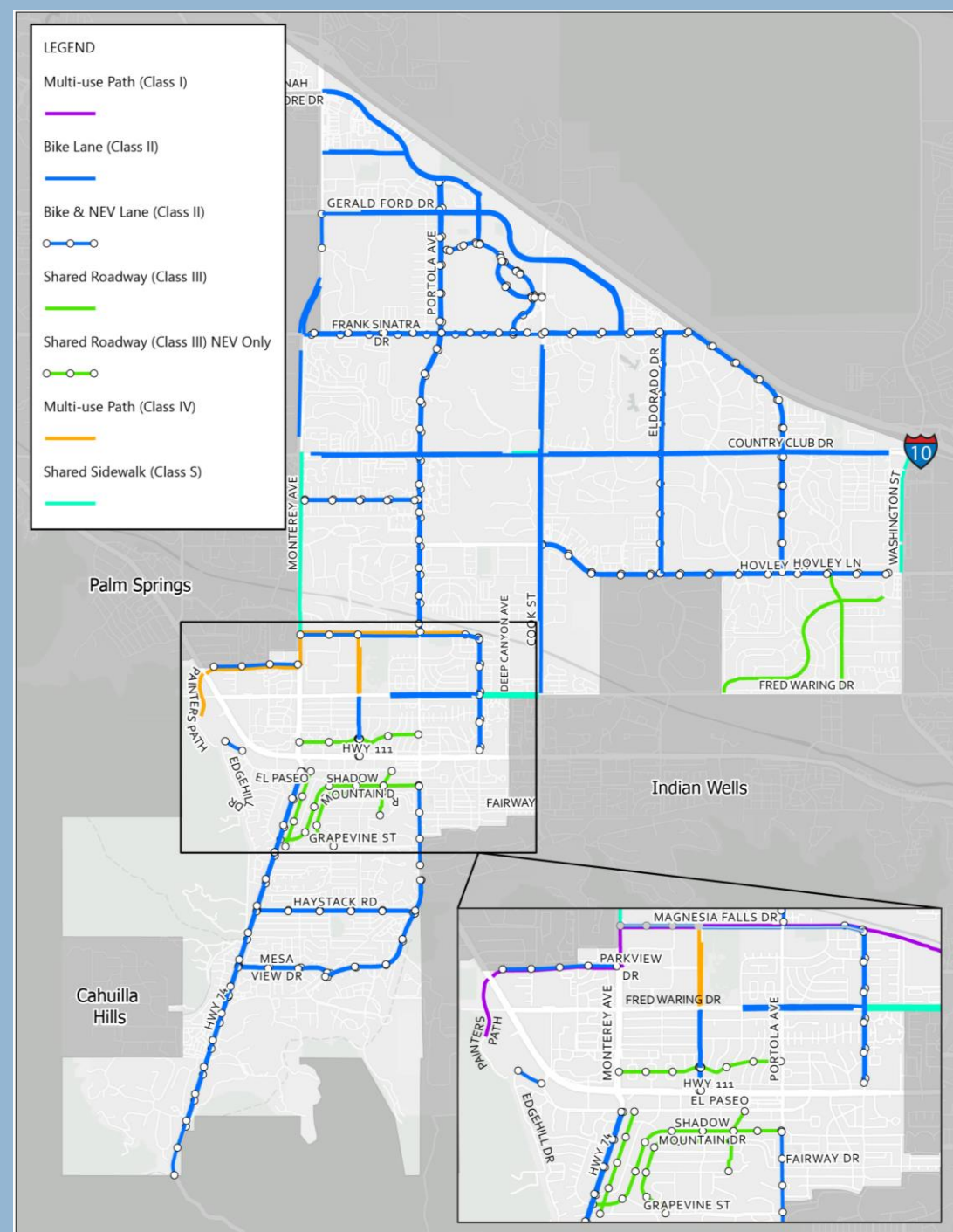
GENERAL PLAN NETWORK

- Livable Streets
- Parking
- Pedestrian Facilities
- Bicycle Networks
- Transit Facilities
- Sustainable Transportation
- Monitoring
- Transportation Innovation
- Regional Coordination



CURRENT NETWORK

- 0.3 miles Class I
- 88.5 miles Class II
- 17.7 miles Class III
- 3.2 miles Class IV
- 5.4 miles Shared Sidewalk
- 115.0 Total Miles



COMPLETED PROJECTS (2019-2021)



<p><u>San Pablo Phase 1</u> \$10.8 million total cost</p>	<ul style="list-style-type: none"> • 2.0 miles of reconstructed and new sidewalk • 1.0 miles of protected Class 2 bike lanes • Bike racks and protected midblock crosswalks
<p><u>San Pablo Phase 2</u> \$9.0 million with \$3.222 million in ATP grant funding</p>	<ul style="list-style-type: none"> • 0.5 miles of new sidewalk • 1.0 miles of protected Class 2 bike lanes • Bike racks, fix-it stations, protected midblock crosswalks
<p><u>CV Link</u> \$6.2 million 100% reimbursed by CVAG</p>	<ul style="list-style-type: none"> • 2.7 miles of new Class 4 bikeway • 0.25 miles of Class 1 bikeway • New trailhead for Bump n Grind
<p><u>Citywide Bike/Golf Cart Lane Improvements</u> \$142,000 with \$85,000 in SB821 grant funding</p>	<ul style="list-style-type: none"> • Updated bikeway markings, signs, and bicycle detection at 26 intersections
<p><u>Local Roadway Safety Plan</u> \$80,000 with \$72,000 in state grant funding</p>	<ul style="list-style-type: none"> • Citywide analysis of roadway and intersection safety with priorities and recommended mitigation strategies
<p>Slurry Seal Program</p>	<ul style="list-style-type: none"> • Updated 8.9 miles of existing Class 2 bike lanes • Funded through Gas Tax
<p>\$26.2 million total investment</p>	<ul style="list-style-type: none"> • 2.5 miles of new and reconstructed sidewalks • 13.9 miles of new and upgraded bikeways & bicycle infrastructure

FY21/22 ATP PROGRAM



<u>Haystack Road Traffic Calming Phase I</u> (\$0.1M)	<ul style="list-style-type: none">• Adds three all-way stops with crosswalks at Alamo, Chia, and Moon
<u>Haystack Road / Highway 74 Intersection Modifications</u> (\$0.3M)	<ul style="list-style-type: none">• Adds crosswalks and bike lane detection to intersection
<u>Monterey Avenue / Fred Waring Drive Intersection Modifications</u> (\$0.1M)	<ul style="list-style-type: none">• Adds right turn lane and improves pedestrian accommodation
<u>CVAG CV Sync Phase I</u>	<ul style="list-style-type: none">• Updates signal timing for bikes/pedestrians at 19 intersections on Washington Street and Highway 111
<u>2022 Slurry Seal Program</u> (\$2.5M)	<ul style="list-style-type: none">• Updates 8.7 miles of Class 2 bike lane markings
<u>Cook Street Resurfacing Project</u> (\$1M)	<ul style="list-style-type: none">• Updates 2.25 miles of Class 2 bike lane markings from Merle to Frank Sinatra
<u>PD Link</u> (\$600K)	<ul style="list-style-type: none">• 8.6 miles of new Class 3 bikeways

FY22/23 ATP PROGRAM



<p><u>Traffic Operations & Capacity Improvements</u> (\$0.8M)</p>	<ul style="list-style-type: none"> • Update signage and markings at 1 roundabout & 2 unsignalized intersections • Update signal timing for pedestrians and bicycles at 7 signals
<p><u>Roadway Safety Improvements</u> (\$1.7M)</p>	<ul style="list-style-type: none"> • Update crosswalks at 13 intersections & update pedestrian signals at 67 intersections
<p><u>PD Link</u> (\$1.7M)</p>	<ul style="list-style-type: none"> • 6.7 miles of new and upgraded bikeways
<p><u>CV Hovley Connector</u> (\$3.2M)</p>	<ul style="list-style-type: none"> • Adds 0.8 miles of new Class I bikeways
<p><u>Haystack Road Traffic Calming Improvements Phase 2</u> (\$1.0M)</p>	<ul style="list-style-type: none"> • Adds 1.3 miles of new Class IV bikeways
<p><u>Walk n Roll PD</u> (\$1M)</p>	<ul style="list-style-type: none"> • Adds and updates 4.75 miles of bikeways and sidewalks
<p><u>FY22/23 Total</u> (\$9.7M)</p>	<ul style="list-style-type: none"> • Includes Neighborhood Traffic Management Plan, Sidewalk and Ramp Replacement, and Safe Routes to School Programs

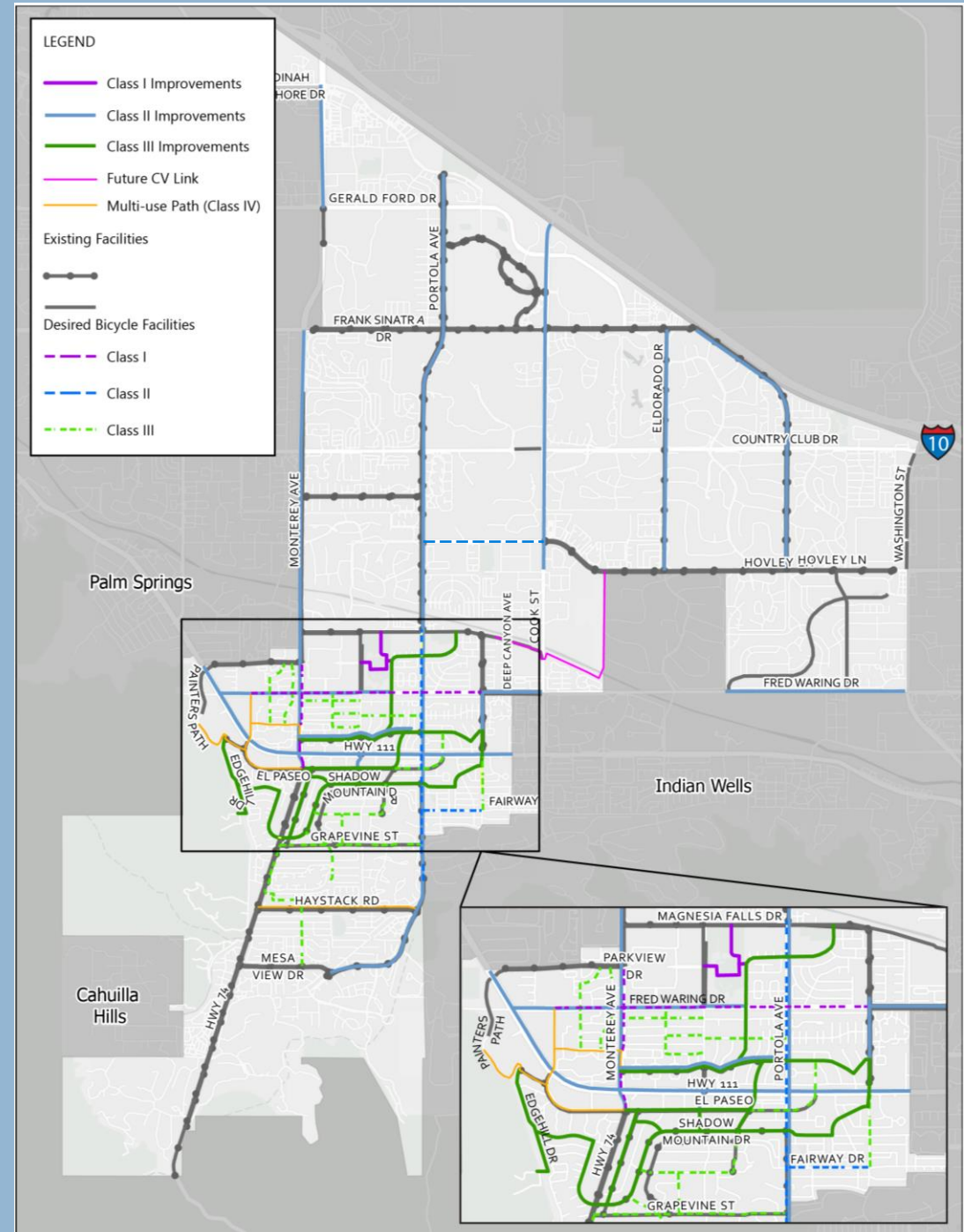
5-YEAR ATP CIP



<p style="text-align: center;"><u>FY22/23</u> \$5.6 million with \$2.2 in HSIP grant funding</p>	<ul style="list-style-type: none"> • 6.7 miles of new and upgraded bikeways • Update signage and markings at 1 roundabout & 2 unsignalized intersections • Update signal timing for pedestrians and bicycles at 7 signals • Update crosswalks at 13 intersections & update pedestrian signals at 67 intersections
<p style="text-align: center;"><u>FY23/24</u> \$9.1 million with \$3.2 million CVAG reimbursement</p>	<ul style="list-style-type: none"> • 7.0 miles of new and upgraded bikeways • 0.4 miles of new sidewalk • Update signage and markings at 3 roundabouts and update signal timing for pedestrians and bicycles at 61 signals
<p style="text-align: center;"><u>FY24/25</u> \$4.8 million</p>	<ul style="list-style-type: none"> • 6.5 miles of new and upgraded bikeways • Update signal timing for pedestrians and bicycles at 6 signals
<p style="text-align: center;"><u>FY25/26</u> \$1.5 million</p>	<ul style="list-style-type: none"> • Continued implementation of Walk n Roll and PD Link • Update signal timing for pedestrians and bicycles at 7 signals
<p style="text-align: center;"><u>FY26/27</u> \$1.65 million</p>	<ul style="list-style-type: none"> • Continued implementation of Walk n Roll and PD Link • Update signal timing for pedestrians and bicycles at 7 signals
<p style="text-align: center;"><u>5-Year Total</u> \$26.1 million</p>	<ul style="list-style-type: none"> • 33.9 miles of new and upgraded bikeways and new sidewalk • Improved ATP infrastructure at 100 intersections • \$1.85 million in ATP asset maintenance and studies

NETWORK EXPANSION

- FY21/22 – FY26/27
- 33.9 miles of new and upgraded bikeways and new sidewalk
- Improved bicycle and pedestrian infrastructure at 100 intersections
- \$26.1 million investment in ATP
- 148.9 Total Miles



FUNDING



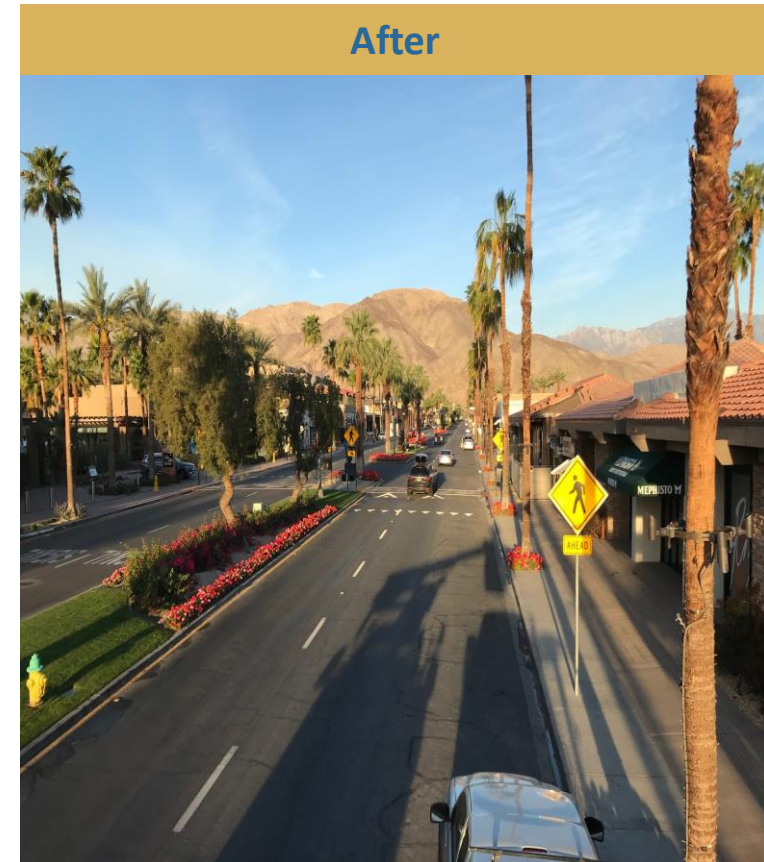
- Measure A and Gas Tax
- New Construction Tax
- ATP for Walk n Roll PD and PD Link
- SB821 for PD Link
- HSIP for Roadway Safety Improvements and Intersection Capacity & Traffic Operations

POLICY CHANGE



- Updated Bikeway Signage and Markings standards
- CVAG ATP Guidelines
- AB43 and AB773 state law changes
- Riverside County TIA/VMT Guidelines
- Unite Palm Desert Bicycle Incentive Program

RECENT ATP PROJECTS



El Paseo Raised Midblock Crosswalk

RECENT ATP PROJECTS

Before



After



San Pablo Avenue Phase 1

RECENT ATP PROJECTS

Before



After



San Pablo Avenue Phase 2

RECENT ATP PROJECTS

Before



After



CV Link – Bump n Grind Trailhead

RECENT ATP PROJECTS

Before



After



CV Link – Painters Path

RECENT ATP PROJECTS

Before



After



CV Link – Magnesia Falls Drive w/o San Pablo Avenue

RECENT ATP PROJECTS

Before



After



CV Link – Magnesia Falls Drive e/o Rutledge Way

RECENT ATP PROJECTS

Before



After



Before



After



Citywide Bike/Golf Cart Improvements

RECENT ATP PROJECTS

Before



After



**New LED Stop Signs at
Rutledge Way and Magnesia Falls Drive**

Before



After



**New LED Yield Signs at Dinah Shore Drive and
Athena Pointe**

UPCOMING ATP PROJECTS

Before



After



New Pedestrian Countdown Signals in FY22/23

Before



After

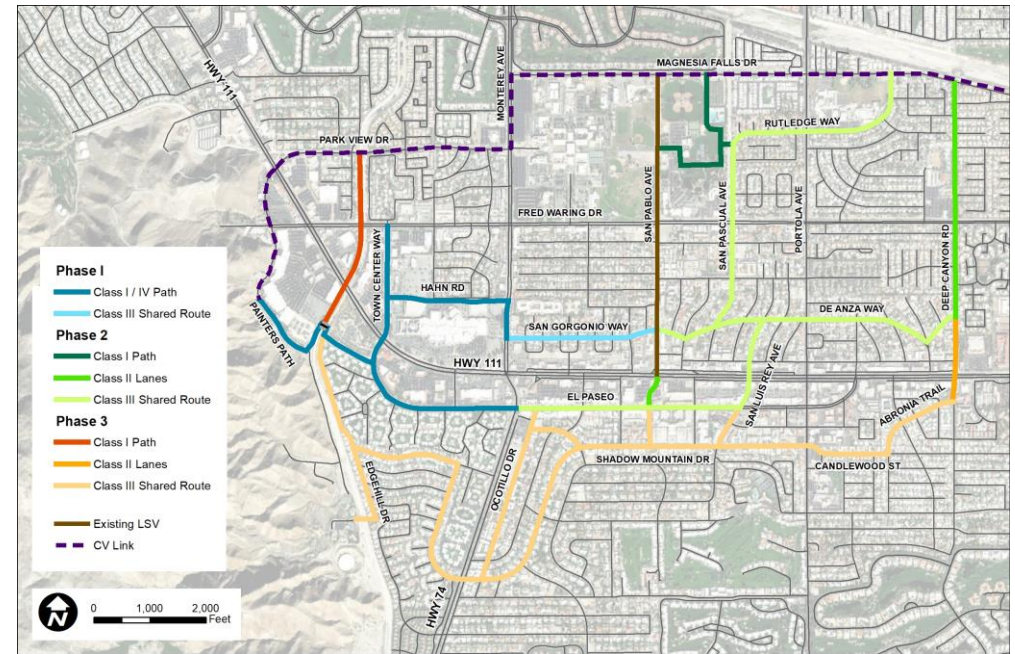


New Traffic Signal Backplates in FY22/23

UPCOMING ATP PROJECTS



Haystack Road Traffic Calming Phase 2 in FY22/23



PD Link FY21/22 – FY26/27

ATP



City Council Study Session
Active Transportation Program
April 28, 2022

STAFF REPORT
CITY OF PALM DESERT
DEVELOPMENT SERVICES DEPARTMENT

MEETING DATE: June 24, 2021

PREPARED BY: Randy Bowman, Deputy Director of Public Works

REQUEST: Accept the Local Roadway Safety Plan (Project No. 600-20).

Recommendation

By Minute Motion, accept the Local Roadway Safety Plan dated May 2021.

Strategic Plan

The Local Roadway Safety Plan furthers the Transportation Mini-Vision identified in the City's Strategic Plan:

- By 2033, each resident and visitor will have safe, convenient and efficient transportation options.

Background

Caltrans announced a Call for Local Roadway Safety Plan (LRSP) Applications on October 8, 2019. The City submitted its LRSP Application to Caltrans on December 5, 2019. The City received notice on January 2, 2020 the application was accepted and state funding allocation of \$72,000 was approved. The City committed to a local match of \$8,000 for a total budget of \$80,000 to conduct the LRSP.

At its meeting on February 27, 2020, the City Council adopted Resolution No. 2020-20 approving Master Agreement No. 00557S between the State of California and the City of Palm Desert, and Resolution No. 2020-21 approving Program Supplement Agreement No. T76 to the Master Agreement for the Local Roadway Safety Plan Project (Project No. 600-20).

On June 11, 2020, the City Council awarded Contract No. C40050 to Kimley-Horn and Associates, Inc. of Indian Wells, California in the amount of \$79,962.83 for Professional Engineering for the Local Roadway Safety Plan. The consultant commenced the study on July 29, 2020.

The City's Local Roadway Safety Plan (LRSP) identifies emphasis areas to inform and guide further safety evaluation of the City's transportation network. The emphasis areas include type of crash, certain locations, and notable relationships between current efforts and crash history. The LRSP analyzes crash data on an aggregate basis as well as at specific locations to identify high-crash locations, high-risk locations, and city-wide trends and patterns. The analysis of crash history throughout the City's transportation network allows for opportunities to: 1) identify factors in the transportation network that inhibit safety for all roadway users, 2)

improve safety at specific high-crash locations, and 3) develop safety measures using the five E's of safety: Engineering, Enforcement, Education, Emergency Services, and Emerging Technologies to encourage safer driver behavior and better roadway safety.

As part of the LRSP, local stakeholders were included in the process to ensure the local perspective was kept at the forefront of this planning effort. In addition to the Project Team which included City Staff from the Public Works Department, a stakeholder group was organized. This group consisted of members from other City Departments (Planning), the City Council Active Transportation Plan (ATP) Sub-Committee, Riverside County Sheriff Department, Sunline Transit Agency, Riverside County Public Health Department, Desert Sands Unified School District, and local advocates from the Friends of CV Link and Desert Bicycle Club.

The stakeholder group met on January 21, 2021 and on April 27, 2021 to provide input as the study was conducted. The City also provided for input the draft study to neighboring jurisdictions of County of Riverside, Coachella Valley Association of Governments (CVAG), Rancho Mirage, La Quinta, and Indian Wells. In addition, City staff briefed the ATP Subcommittee on the project status three times between November 2020 and April 2021.

The LRSP provides Palm Desert with a look-ahead for safety improvements that can be applied systemically and programmed through the Capital Improvement Plan. Additionally, this information will be used to help the City apply for grants and other funding opportunities to implement these safety improvements.

Beginning in 2022, Caltrans will require a community to have a LRSP to be eligible to apply for federal HSIP funds. Staff recommends the City Council accepts the LRSP.

Fiscal Analysis

The LRSP was included in the City's CIP list for Fiscal Year 2020/2021 under Measure A Funds. The awarded \$72,000 grant reimbursement will be made back to Measure A Funds following acceptance of the LRSP.

LEGAL REVIEW	DEPT. REVIEW	FINANCIAL REVIEW	ASSISTANT CITY MANAGER
N/A	<i>Andy Firestine</i>	<i>Janet M. Moore</i>	<i>Andy Firestine</i>
Robert W. Hargreaves City Attorney	Andy Firestine Assistant City Manager	Janet Moore Director of Finance	Andy Firestine Assistant City Manager
L. Todd Hileman, City Manager: <i>L. Todd Hileman</i>			

Attachments: Local Roadway Safety Plan

City of Palm Desert Local Road Safety Plan (LRSP)



May 2021

Prepared By:

Kimley»Horn

Executive Summary

This Local Roadway Safety Plan (LRSP) identifies emphasis areas to inform and guide further safety evaluation of the City's transportation network. The emphasis areas include type of crash, certain locations, and notable relationships between current efforts and crash history. The LRSP analyzes crash data on an aggregate basis as well as at specific locations to identify high-crash locations, high-risk locations, and city-wide trends and patterns. The analysis of crash history throughout the City's transportation network allows for opportunities to: 1) identify factors in the transportation network that inhibit safety for all roadway users, 2) improve safety at specific high-crash locations, and 3) develop safety measures using the five E's of safety: Engineering, Enforcement, Education, Emergency Services, and Emerging Technologies to encourage safer driver behavior and better severity outcomes.

Palm Desert has been successful at taking steps to enhance all modal safety throughout the City. This is supported by their California Office of Traffic Safety (OTS) rankings identifying them in the top 25% tier for safety as compared to peer cities in most categories. The City continues these safety efforts in this LRSP by identifying areas of emphasis and systemic recommendations that can be implemented to enhance safety. This LRSP analyzes the most recent range of crash data (January 1, 2015 – December 31, 2019) and roadway improvements to assess historic trends, patterns, and areas of increasing concern.

During the LRSP process, the City identified a vision and outlined goals to achieve it. The vision is to enhance the transportation network to achieve zero traffic fatalities and serious injury related crashes. The goals were identified as:

- Identify areas with a high risk for collisions.
- Illustrate the value of a comprehensive safety program and the systemic process.
- Plan future safety improvements for near-, mid- and long-term.
- Define safety projects for HSIP and other program funding consideration.

Palm Desert's collision history was analyzed to identify locations with elevated risk of collisions either through their collision histories or their similarities to other locations that have more active collision patterns. Using a network screening process, locations within the City that will most likely benefit from safety enhancements were identified. Using historic collision data, collision risk factors for the entire network were derived. The outcomes informed the identification and prioritization of engineering and non-infrastructure safety measures that address certain roadway characteristics and related behaviors that contribute to motor vehicle collisions with active transportation users.

Emphasis areas were developed by revisiting the vision and goals developed at the onset of the planning process and comparing them with the trends and patterns identified in the crash analysis. Where these areas aligned, or major challenges were observed, the following emphasis areas were developed:

1. Pedestrians & Bicyclists (Vulnerable Road Users)
2. Signal Improvements

3. Aggressive Driving
4. Aging Drivers (65+)

The LRSP identified countermeasures for both infrastructure and non- infrastructure improvements. The report then applies Crash Modification Factor's (CMFs), which are used to estimate the safety effects of safety improvements to compare and prioritize the improvements. This provides a planning level cost/benefit estimate that the City can use to prioritize improvements.

Systemic recommendations were made city-wide as well as for 10 case study locations. The case study locations were chosen to be representative of the corridor and intersection designs throughout the City.

These recommendations provide Palm Desert with a look-ahead for safety improvements that can be applied systemically. Additionally, this information can be used to help the City apply for grants and other funding opportunities to implement these safety improvements.

An evaluation and implementation plan were created that identifies actionable items that will help the City achieve the goals and vision set out in this report. This section laid out next steps for the City to continue to capitalize on the analysis and information provided in this report. It was recommended that the City Council formally adopt this plan, and to update the plan once every five years.

Through the safety analysis performed in this document, the City has applied for and received funding from HSIP Cycle 10 in the amount of \$2,159,800. The approved funding is dedicated to transportation improvements Citywide including enhancements to crosswalk visibility, installation of retroreflective backplates on traffic signal heads, and installation of pedestrian countdown signals at key pedestrian crossings.

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1 Introduction

Palm Desert is a central community of the Coachella Valley due to its retail, commercial, and cultural vibrancy. Similar to the surrounding desert communities, Palm Desert has a stable population of around 53,000 residents with an additional 32,000 seasonal residents. This change, along with general tourists and festival attendees creates layers of tension and complexity for the transportation network.

This Local Roadway Safety Plan (LRSP) identifies emphasis areas to inform and guide further safety evaluation of the City's transportation network. The emphasis areas include type of crash, certain locations, and notable relationships between current efforts and crash history. The LRSP analyzes crash data on an aggregate basis as well as at specific locations to identify high-crash locations, high-risk locations, and city-wide trends and patterns. The analysis of crash history throughout the City's transportation network allows for opportunities to: 1) identify factors in the transportation network that inhibit safety for all roadway users, 2) improve safety at specific high-crash locations, and 3) develop safety measures using the five E's of safety: Engineering, Enforcement, Education, Emergency Services, and Emerging Technologies to encourage safer driver behavior and better severity outcomes.

The process and analysis performed for the City's LRSP including initial vision and goals for the LRSP development, crash history analysis, and emphasis areas is included in this Plan. The information compiled will provide a foundation for decision making and prioritization for safety countermeasures and projects that enhance safety for all modes.

Palm Desert has been successful at taking steps to enhance all modal safety throughout the City. This is supported by their California Office of Traffic Safety rankings identifying them in the top 25% tier for safety as compared to peer cities in most categories. The City continues these safety efforts in this LRSP by identifying areas of emphasis and systemic recommendations that can be implemented to enhance safety. This LRSP analyzes the most recent range of crash data (January 1, 2015 – December 31, 2019) and roadway improvements to assess historic trends, patterns, and areas of increasing concern.

The intent of the LRSP is to:

- Create a greater awareness of road safety and risks
- Reduce the number of fatal and severe-injury crashes
- Develop lasting partnerships
- Support for grant/funding applications, and
- Help prioritize investments in traffic safety.

2 Vision and Goals

The Palm Desert LRSP evaluates the transportation network as well as non-infrastructure programs and policies within the City. Mitigation measures are evaluated using criteria to analyze the safety of road users (drivers, bicyclist, and pedestrians), the interaction of modes, influences on the roadway network from adjacent municipalities, and the potential benefits of safety countermeasures. This effort is intended to use historical data to identify trends and develop a toolbox of countermeasures applicable to conditions in the City that can be used for proactive identification and implementation of opportunities, without relying solely on a reaction and response to crashes as they occur.

LRSPs have been effective across the country as part of the effort to reduce fatal and severe-injury crashes because they provide a locally developed and customized roadmap to directly address the most common safety challenges in the given jurisdiction. Following discussions with Palm Desert staff and a review of existing plans and policies for the area, the following Vision, Goals, and Objectives have been established for this project.

VISION:

To enhance the transportation network to achieve zero traffic fatalities and serious injury related crashes.

Goal #1: Identify areas with a high risk for collision.

Objectives:

- Identify intersections and segments that would most benefit from mitigation.
- Identify areas of interest with respect to safety concerns for vulnerable users (pedestrians and bicyclists).

Goal #2: Illustrate the value of a comprehensive safety program and the systemic process.

Objectives:

- Demonstrate the systemic process' ability to identify locations with higher risk for collisions based on present characteristics closely associated with severe collisions.
- Demonstrate, through the systemic process, the gaps and data collection activities that can be improved upon.

Goal #3: Plan future safety improvements for near-, mid- and long-term.

Objectives:

- Identify safety countermeasures for specific locations (case studies).
- Identify safety countermeasures that can be applied county-wide.

Goal #4: Define safety projects for future HSIP and other program funding consideration.

Objectives:

- Create the outline for a prioritization process that can be used in this and forth-coming cycles to apply for funding.
- Use the systemic process to create Project Case Studies.
- Use Case Studies to apply for HSIP funding consideration.¹
- Demonstrate the correlation between the proposed safety countermeasures with the Vision Zero Initiative and the California State Highway Safety Plan.

¹ The City applied for and received funding from HSIP Cycle 10 in the amount of \$2,159,800.

3 Process

Providing safe, sustainable, and efficient mobility choices for their residents and visitors is a primary goal for the City and their safety partners. The City will continue their collaboration with their safety partners to identify and discuss safety issues within the community through the development of the LRSP and its implementation.

Guidance on the LRSP process is provided at both the national (FHWA) and state (Caltrans) level. Both of these organizations have developed a general framework of data and recommendations to be included in an LRSP.

FHWA encourages:

- The establishment of a working group (Stakeholders) to participate in developing an LRSP.
- Review crash, traffic, and roadway data to identify areas of concern.
- Establish goals, priorities, and countermeasures to recommend improvements at spot locations, systemically, and comprehensively.

Caltrans guidance follows a similar outline with the following steps:

- Establish leadership
- Analyze the safety data
- Determine emphasis areas
- Identify strategies
- Prioritize and incorporate strategies
- Evaluate and update the LRSP

This LRSP documents the results of data and information obtained, including the preliminary vision and goals for the LRSP, existing safety efforts, initial crash analysis, and developed emphasis areas. The development of the LRSP recommendations considers the five E's of traffic safety defined by the California Strategic Highway Safety Plan (SHSP): Engineering, Enforcement, Education, Emergency Response, and Emerging Technologies throughout its process.

3.1 Guiding Manuals

The following section describes the analysis process undertaken to evaluate safety within Palm Desert at a systemic level. Using a network screening process, locations within the City that will most likely benefit from safety enhancements will be identified. Using historic crash data, crash risk factors for the entire network are derived. The outcomes will inform the identification and prioritization of engineering and non-infrastructure safety measures that address certain roadway characteristics and related behaviors that contribute to motor vehicle crashes with active transportation users.

This process uses the latest National and State best practices for statistical roadway analysis described as follows.

3.1.1 Local Roads Safety Manual

The *Local Roadway Safety Manual: A Manual for California's Local Road Owners* (Version 1.5, April 2020) purpose is to encourage local agencies to pursue a proactive approach to identifying and analyzing safety issues, while preparing to compete for project funding opportunities. A proactive approach is defined as analyzing the safety of the entire roadway network through either a one-time, network wide analysis, or by routine analyses of the roadway network.²

According to the *Local Roadway Safety Manual* (LRSM), “The California Department of Transportation (Caltrans) – Division of Local Assistance is responsible for administering California’s federal safety funding intended for local safety improvements.”

To provide the most benefit and to be competitive for funding, the analysis leading to countermeasure selection should focus on both intersections and roadway segments and be considerate of roadway characteristics and traffic volumes. The result should be a list of locations that are most likely to benefit from cost-effective countermeasures, preferably prioritized by benefit/cost ratio. The manual suggests using a mixture of quantitative and qualitative measures to identify and rank locations that considers both crash frequency and crash rates. These findings should then be screened for patterns such as crash types and severity to aid in the determination of issues causing higher numbers of crashes and the potential countermeasures that could be most effective. Qualitative analysis should include field visits and a review of existing roadway characteristics and devices. The specific roadway context can then be used to assess what conditions may increase safety risk at the site and systematic level.

Countermeasure selection should be supported using Crash Modification Factors (CMFs). These factors are the peer reviewed product of before and after research that quantifies the expected rate of crash reduction that can be expected from a given countermeasure. If more than one countermeasure is under consideration, the LRSM provides guidance on how to apply CMFs appropriately.

3.1.2 Highway Safety Manual

“The AASHTO *Highway Safety Manual* (HSM), published in 2010, presents a variety of methods for quantitatively estimating crash frequency or severity at a variety of locations.”³ This four-part manual is divided into Parts: A) Introduction, Human Factors, and Fundamentals, B) Roadway Safety Management Process, C) Predictive Method, D) Crash Modification Factors.

Chapter 4 of Part B of the HSM discusses the Network Screening process. The Network Screening Process is a tool for an agency to analyze their entire network and identify/rank locations that (based on the implementation of a countermeasure) are most likely to least likely to realize a reduction in the frequency of crashes.

The HSM identifies five steps in this process:⁴

² Local Roadway Safety Manual (Version 1.5) 2020. Page 5.

³ AASHTO, *Highway Safety Manual*, 2010, Washington D.C., <http://www.highwaysafetymanual.org/Pages/About.aspx>

⁴ AASHTO. *Highway Safety Manual*. 2010. Washington, DC. Page 4-2.

1. **Establish Focus:** Identify the purpose or intended outcome of the network screening analysis. This decision will influence data needs, the selection of performance measures and the screening method that can be applied.
2. **Identify Network and Establish Reference Populations:** Specify the types of sites or facilities being screened (i.e., segments, intersections, geometrics) and identify groupings of similar sites or facilities.
3. **Select Performance Measures:** There are a variety of performance measures available to evaluate the potential to reduce crash frequency at a site. In this step, the performance measure is selected as a function of the screening focus and the data and analytical tools available.
4. **Select Screening Method:** There are three principle screening methods described in this chapter (i.e., ranking, sliding window, peak searching). Each method has advantages and disadvantages; the most appropriate method for a given situation should be selected.
5. **Screen and Evaluate Results:** The final step in the process is to conduct the screening and analysis and evaluate the results.

The HSM provides several statistical methods for screening roadway networks to identify high risk locations based on overall crash histories. In addition to identifying the total number of crashes, this study uses a method referred to as Critical Crash Rate to analyze the data.

3.2 Analysis Techniques

3.2.1 Crash and Network Screening Analysis

Intersections and roadways were analyzed using four crash metrics:

- Number of Crashes
- Critical Crash Rate (HSM Ch. 4)
- Probability of Specific Crash Types Exceeding Threshold Proportion (HSM Ch. 4)
- Equivalent Property Damage Only (HSM Ch. 4)

The initial steps of the crash analysis established sub-populations of roadway segments and intersections that have similar characteristics. For this study, intersections were grouped by their control type (Signalized, Unsignalized, Roundabout) and segments by their roadway category (Arterial, Collector, Minor Collector, Local). Individual crash rates were calculated for each sub-population. The population level crash rates were then used to assess whether a specific location has more or fewer crashes than expected. These sub-populations were also used to determine typical crash patterns to help identify locations where unusual numbers of specific crash types are seen.

The network screening process ranks intersections and roadway segments by the number of crashes that occurred at each one over the analysis period, and then identifies areas that had more of a given type of crash than would be expected for that type of location. These crash type factors were 1) crash injury (fatal, serious injury, other visible injury, complaint of pain, property damage only), 2) crash type (broadside, rear-end, sideswipe, head-on, hit object, overturned, bicycle, pedestrian, other), 3) environmental factors (lighting, wet roads), and 4) driver behavior

(impaired, aggressive, and distracted driving). With these additional factors, the locations were further analyzed and assigned a new rank.

From the results of the network screening analyses, a short-list of locations was chosen based on crash activity, crash severity, crash patterns, location type, and area of the City of Palm Desert to provide the greatest variety of locations covering the widest range of safety opportunities for toolbox development. The intent is to populate the safety toolbox with mitigation measures that will be applicable to most of the crash activity in the county. Ten locations will ultimately be selected for mitigation analysis.

3.2.2 Critical Crash Rate (CCR) Analysis

Reviewing the number of collisions at a location is a good way to understand the cost to society incurred at the local level but does not give a complete indication of the level of risk for those who use that intersection or roadway segment on a daily basis. The Highway Safety Manual describes the Critical Crash Rate method, which provides a statistical review of locations to determine where risk is higher than that experienced by other similar locations. It is also the first step in analyzing for patterns that may suggest systemic issues that can be addressed at that location, and proactively at others to prevent new safety challenges from emerging.

The Critical Crash Rate compares the observed crash rate to the expected crash rate at a particular location based on facility type and volume using a locally calculated average crash rate for the specific type of intersection or roadway segment being analyzed. Based on traffic volumes and a weighted citywide crash rate for each facility type, a critical crash rate threshold is established at the 95% confidence level to determine locations with higher crash rates that are unlikely to be random. The threshold is calculated for each location individually based on its traffic volume and the crash profile of similar facilities.

Figure 1: Critical Crash Rate Formula

$$R_{c,i} = R_a + \left[P \times \sqrt{\frac{R_a}{MEV_i}} \right] + \left[\frac{1}{(2 \times (MEV_i))} \right]$$

Where,

$R_{c,i}$ = Critical crash rate for intersection i

R_a = Weighted average crash rate for reference population

P = P -value for corresponding confidence level

MEV_i = Million entering vehicles for intersection i

Source: Highway Safety Manual

Data Needs

CCR can be calculated using:

- Daily entering volume for intersections, or vehicle miles traveled (VMT) for roadway segments,
- Intersection control types to separate them into like populations,
- Roadway functional classification to separate them into like populations,

- Collision records in GIS or tabular form including coordinates or linear measures.

Strengths

- Reduces low volume exaggeration
- Considers variance
- Establishes comparison threshold

4 Safety Partners

As part of the LRSP, local stakeholders were included in the process to ensure the local perspective was kept at the forefront of this planning effort. In addition to the Project Team which included City Staff from the Public Works Department, a stakeholder group was organized. This group consisted of members from other City Departments (Planning), the City Council Active Transportation Plan (ATP) Sub-Committee, Riverside County Sheriff Department, Sunline Transit Agency, Riverside County Public Health Department, Desert Sands Unified School District, and local advocates from the Friends of CV Link and Desert Bicycle Club.

These leaders in the City and community were called together to offer insight on the safety issues present in the city's transportation network. After the initial network screening and safety analysis, the stakeholder group met to discuss potential countermeasures and challenge areas. The summary of the stakeholder meeting(s) are outlined below.

4.1 Partnering with Neighboring Jurisdictions

Working with neighboring communities is integral to effective implementation of a Local Road Safety Plan. Palm Desert's nearby jurisdictions of County of Riverside, Coachella Valley Association of Governments (CVAG), Rancho Mirage, La Quinta, and Indian Wells, were considered as safety partners in the development and implementation of this plan. The City requested feedback on the plan from neighboring jurisdictions before the plan was finalized and implemented.

4.2 Stakeholder Meeting #1

The first stakeholder meeting was conducted virtually using the Zoom platform on January 21, 2021. At the meeting, stakeholders were introduced to the project and provided an overview of the data used, the required outputs, and the potential outcomes of the study.

In addition to the overview, Stakeholders were asked to provide local insight and knowledge at 10 "case study" locations that were identified after the initial network screening and crash analysis process. Potential countermeasures were recommended and discussed. Additionally, potential emphasis/challenge areas were proposed during the meeting to include vulnerable users (pedestrians and bicyclists), aging drivers, and speeders.

Stakeholder feedback regarding the plan and recommendations were reviewed and incorporated into the study process for the development of the LRSP. Most of the feedback received expressed a strong desire to prioritize bicycle safety throughout the City.

4.3 Stakeholder Meeting #2

The Second Stakeholder meeting was conducted virtually as well on April 27, 2021 using the Zoom platform. During the meeting, stakeholders were provided with a recap of the project and the previous meeting. A presentation of the draft recommendations from the LRSP was discussed and additional feedback regarding countermeasures, funding, and general recommendations took place. This information was processed and incorporated into the LRSP.

5 Existing Efforts

Existing plans, policies, and projects that were recently completed, planned, or are on-going within the City of Palm Desert were compiled at the start of the LRSP process in order to gain perspective on the existing efforts for transportation-related improvements within the City. High-level key points regarding transportation improvements and safety-related topics were identified to inform decision making in this LRSP. Information reviewed included the following:

- **Palm Desert General Plan (2016 – Palm Desert):** A long-range plan that incorporates elements such as a future circulation plan, proposed bicycle and golf network, and discussion of public parking.
- **Envision Palm Desert (2013 – Palm Desert):** A strategic plan with discusses priorities for walkable neighborhoods, multimodal improvements, and revitalization of the Hwy 111 corridor.
- **Interstate 10/Portola Ave (2018 – Palm Desert/Caltrans/County/CVAG):** A proposed project that would continue Portola Avenue in a northwest direction from Dinah Shore Drive to the realigned Varner Road, including a new bridge structure over I-10 and the Union Pacific Railroad.
- **San Pablo Avenue (2018 – Palm Desert):** A corridor improvements plan for San Pablo Avenue comprised of two phases from Highway 111 to Magnesia Falls.
- **Engineering and Traffic Surveys (2020 – Palm Desert):** Standard City study which evaluates and recommends changes to speed limits at certain locations within the City.
- **CV Link (2020 – Palm Desert/CVAG):** A corridor improvements plan that identifies bicycle and NEV facilities throughout the Coachella Valley.

6 Data Summary

As a data driven process, utilizing the most recent and accurate data is crucial. The following section describes the data inputs used for the analysis process of this LRSP.

6.1 Roadway Network

The crash analysis is built upon the existing roadway network. The City's Proposed Circulation Network from the adopted 2016 General Plan was used at the base network. Given the additional nomenclature used to identify specific elements, this project favored using the Caltrans California Road System (CRS) nomenclature in order to focus on the number of lanes with each designation. A comparison of the corridors was used to identify the reasonable counterpart. **Figure 2** illustrates Palm Desert's roadway network categorized using Caltrans' Classification System. This classification assigned to each corridor roadway segment as either an Arterial, Collector, Minor Collector, or Local road is used in the analysis process. Ultimately, corridors will be compared to roadway segments with similar designations.

6.2 Intersections

The crash analysis requires each intersection be classified by type: Signalized, Unsignalized, or Roundabout. The safety analysis compares intersection safety performance to locations with similar control types. This information is also displayed in **Figure 2**.

6.3 Count Data

Vehicular count data is used as part of the analysis process to evaluate the impact of traffic and understand the natural hierarchy of the roadway network. Count data utilized for this project was pulled from recent traffic counts performed by TJKM Transportation Consultants and IDAX Data Solutions for the city of Palm Desert where volumes were collected at 76 locations in February of 2020. For locations without volume or count data, count data was used to create an average ADT for each classification type.

6.4 Crash Data

Crash data was collected from Crossroads Software for the period from January 1, 2015 through December 31, 2019 in order to have a complete set of crash data for analysis. We utilize five-years of data instead of the standard three to provide more history to evaluate trends or patterns. Analysis of the raw crash data is the first step in understanding the specific and systemic challenges faced throughout the City. Analyzing the five years of data provided insight on the following crash trends and patterns. The locations of fatal and severe injury crashes are displayed in **Figure 3**.

Figure 2: Functional Classification (CRS) and Intersection Type as of 2020

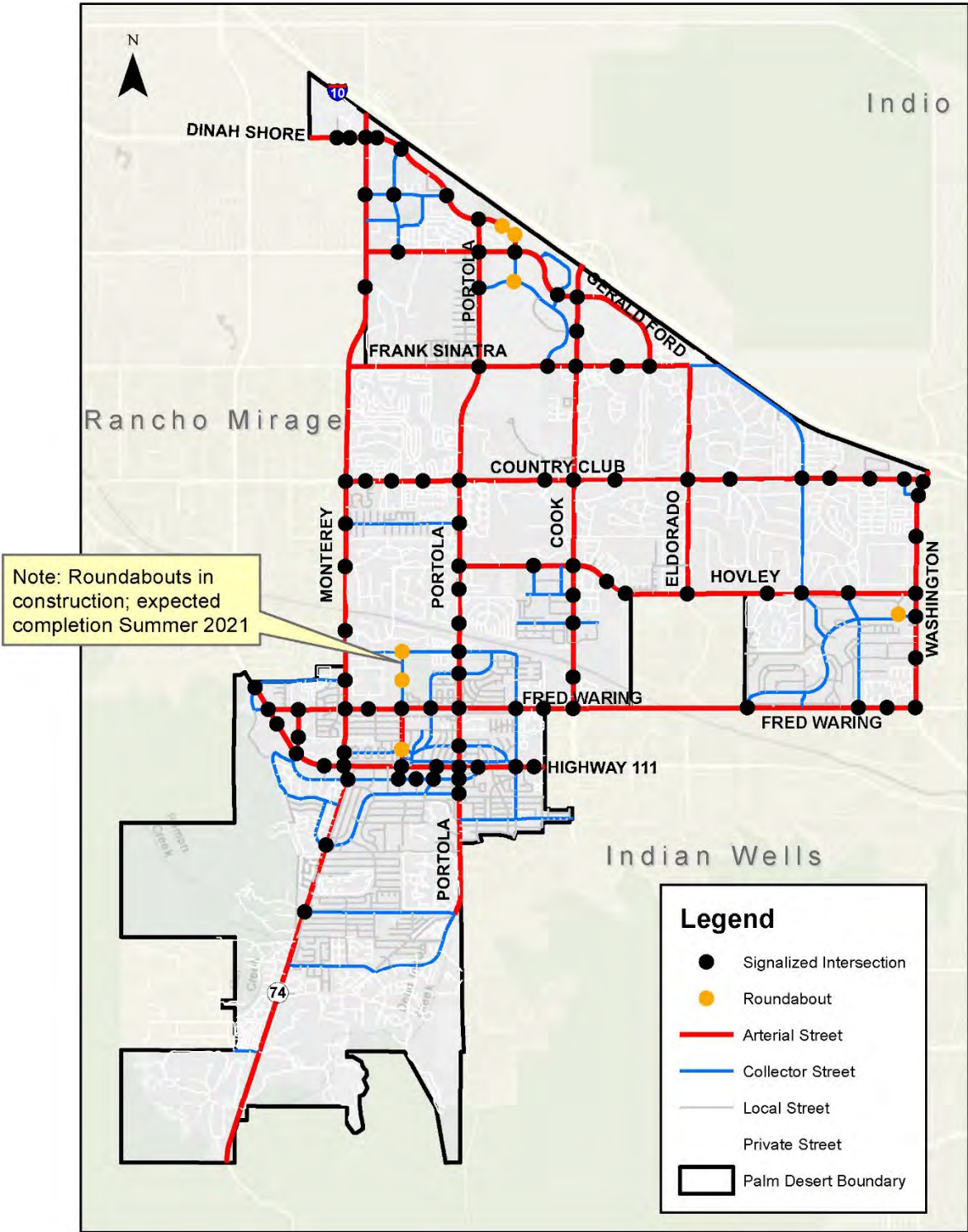


Figure 3: All Crashes and Fatalities (2015-2019)

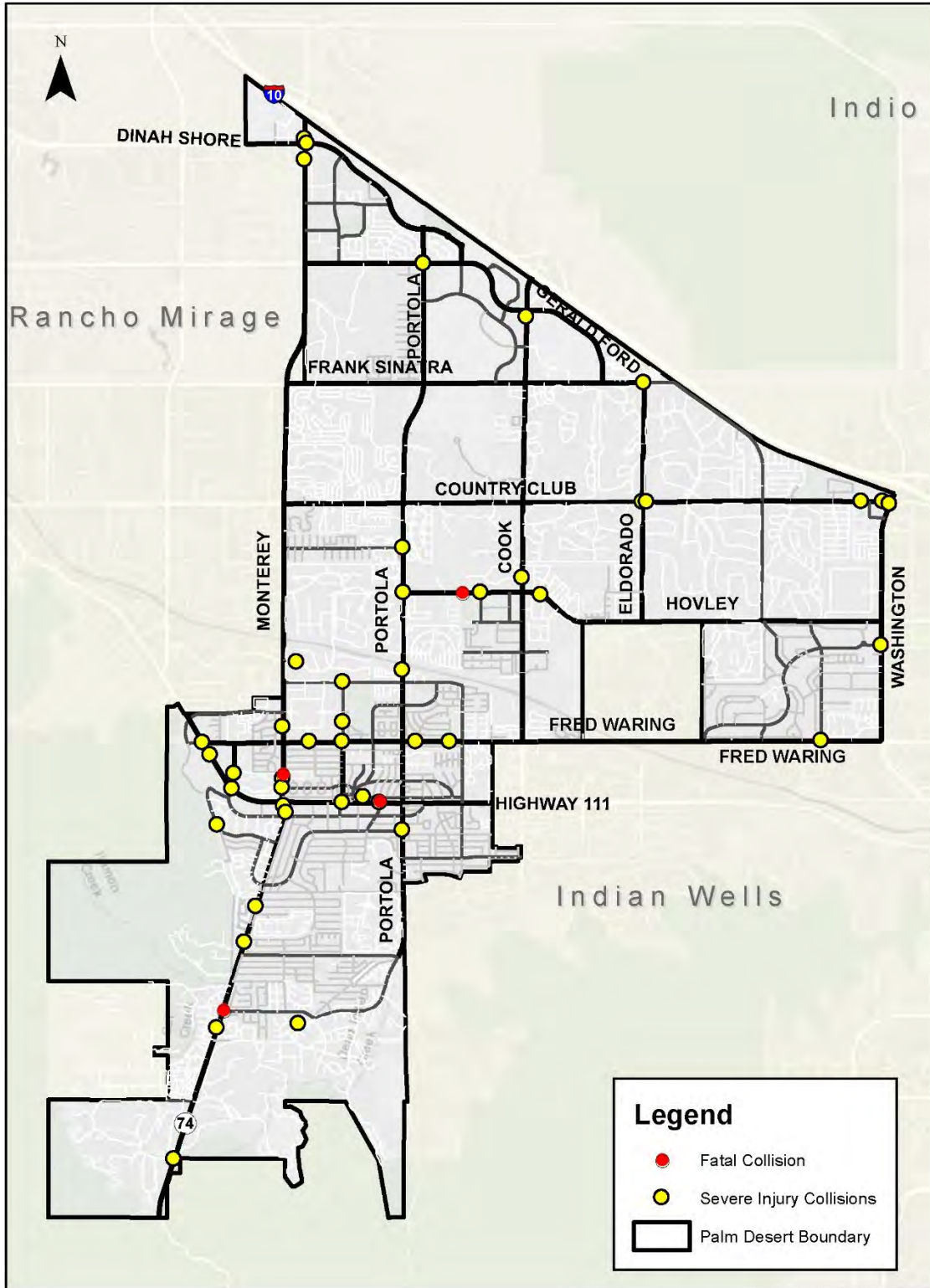
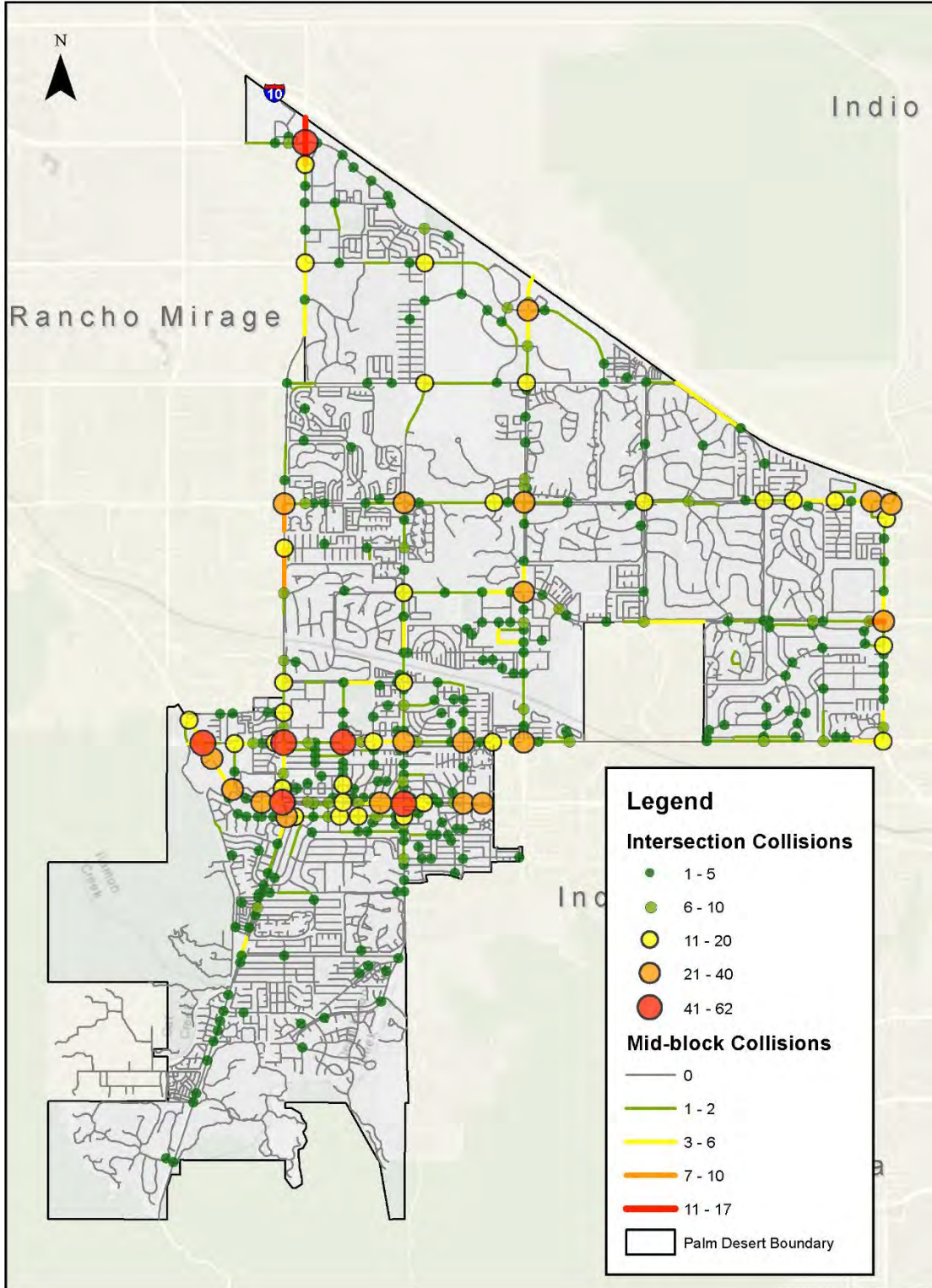


Figure 4: Density of all Crashes at Intersections and Segments (2015-2019)



7 Crash Safety Trends

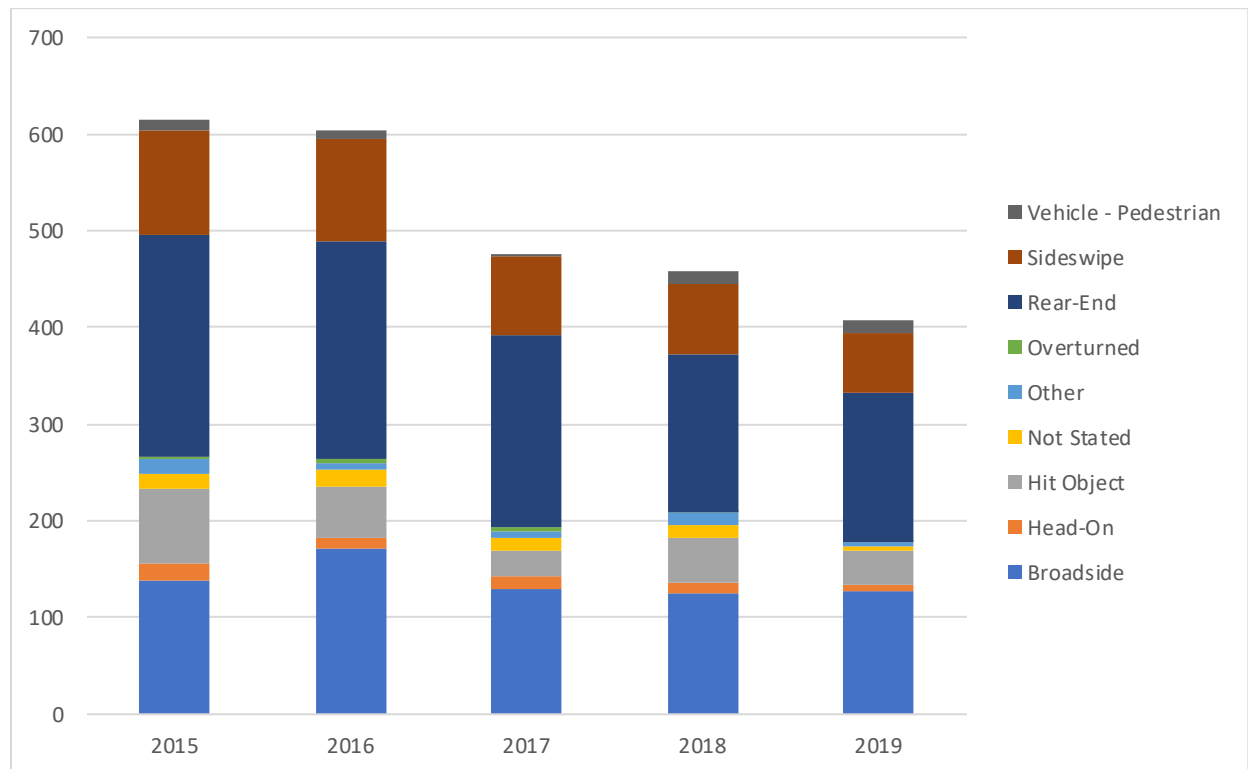
The following section breaks down the crash data for the period from January 1, 2015 through December 31, 2019 by a variety of input factors and user types. This information will be used to highlight areas of concern for the City.

7.1 All Crashes

This report utilized crash data for a five-year period to provide a better understanding of trends and to reflect the patterns in crashes that have occurred on City streets. New data is added to the system in an ongoing basis which means that each time the City updates the analysis, a full 5-year draw from the database, rather than just adding records from the last query should be standard practice. Data used for this report were extracted from Crossroads Software analytics on August 5, 2020 and was current as of that date. Crash data from January 1, 2015 through December 31, 2019 as reported to Crossroads from the local enforcement indicated that during this time there were 2,571 crashes recorded within Palm Desert. LRSP requirements include the most recent three years of finalized crash data which would include 2016-2018.

During this time, the most common occurring crash types were Rear-ends (38%) and Broadsides (27%). The total number of crashes have been trending downward since 2016, with a significant 5% drop from 2016 to 2017.

Figure 5: Crash Type by Year (2015-2019)



7.2 Fatalities

During the study period, four (4) fatal crashes occurred, as seen in **Figure 3**. One of the bicycle fatal crashes occurred at night in an area without streetlights. The remaining three took place during daytime.

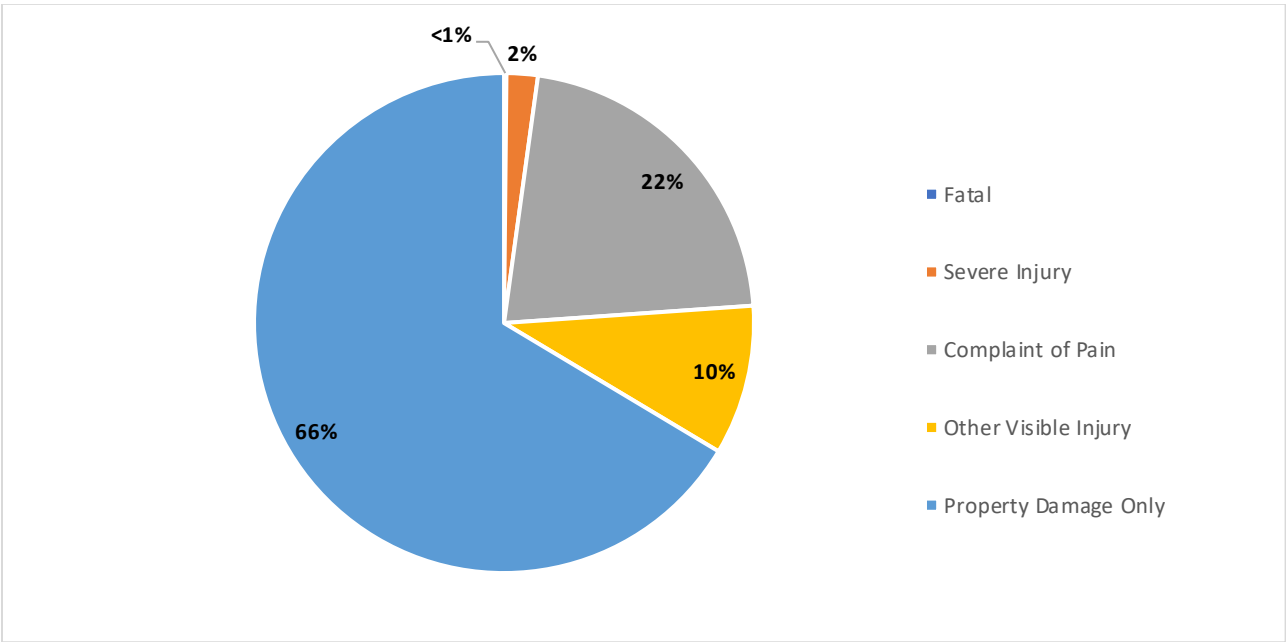
Table 1: Fatal Crashes Categorized by Modes Involved (2015-2019)

Involved With	# of Fatal Crashes
Vehicle	1
Bicycle	2
Vehicle-Pedestrian	1

7.3 Injury Levels

Two-thirds (66%) of the crashes reported during the time-period resulted in property damage only. Fatalities and severe injuries totaled less than 3% of all crashes.

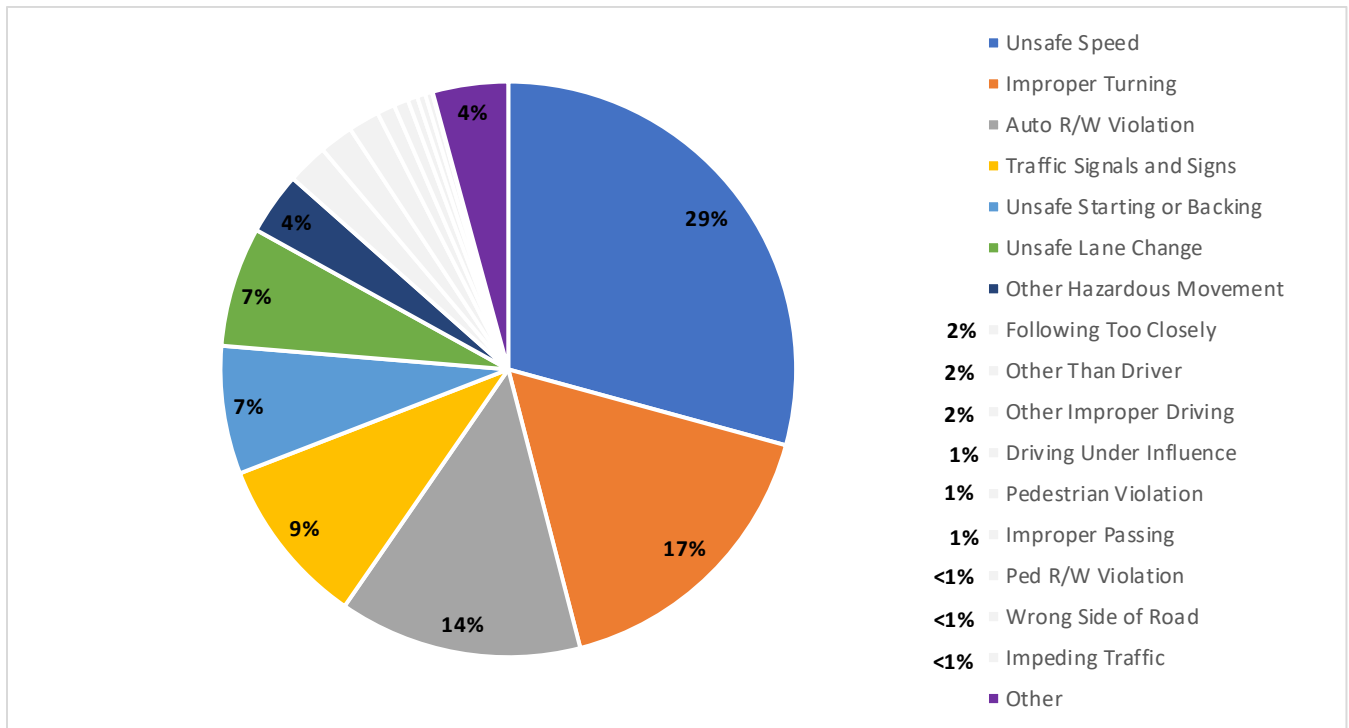
Figure 6: Crashes by Injury Levels (2015-2019)



7.4 Cause of Crash

The highest cause of crash in Palm Desert is unsafe speed at 29%, followed by improper turning at 17% and auto right-of-way violation at 14%. Issues with traffic signals and signs also had a substantial impact on the City, comprising 9% of the crashes. This means that the officer reporting the crash indicated that due to some failure (e.g. signal outages, visibility of signage, poor maintenance, etc.) led to the crash.

Figure 7: Cause of Crashes (2015-2019)



7.5 Vulnerable Users

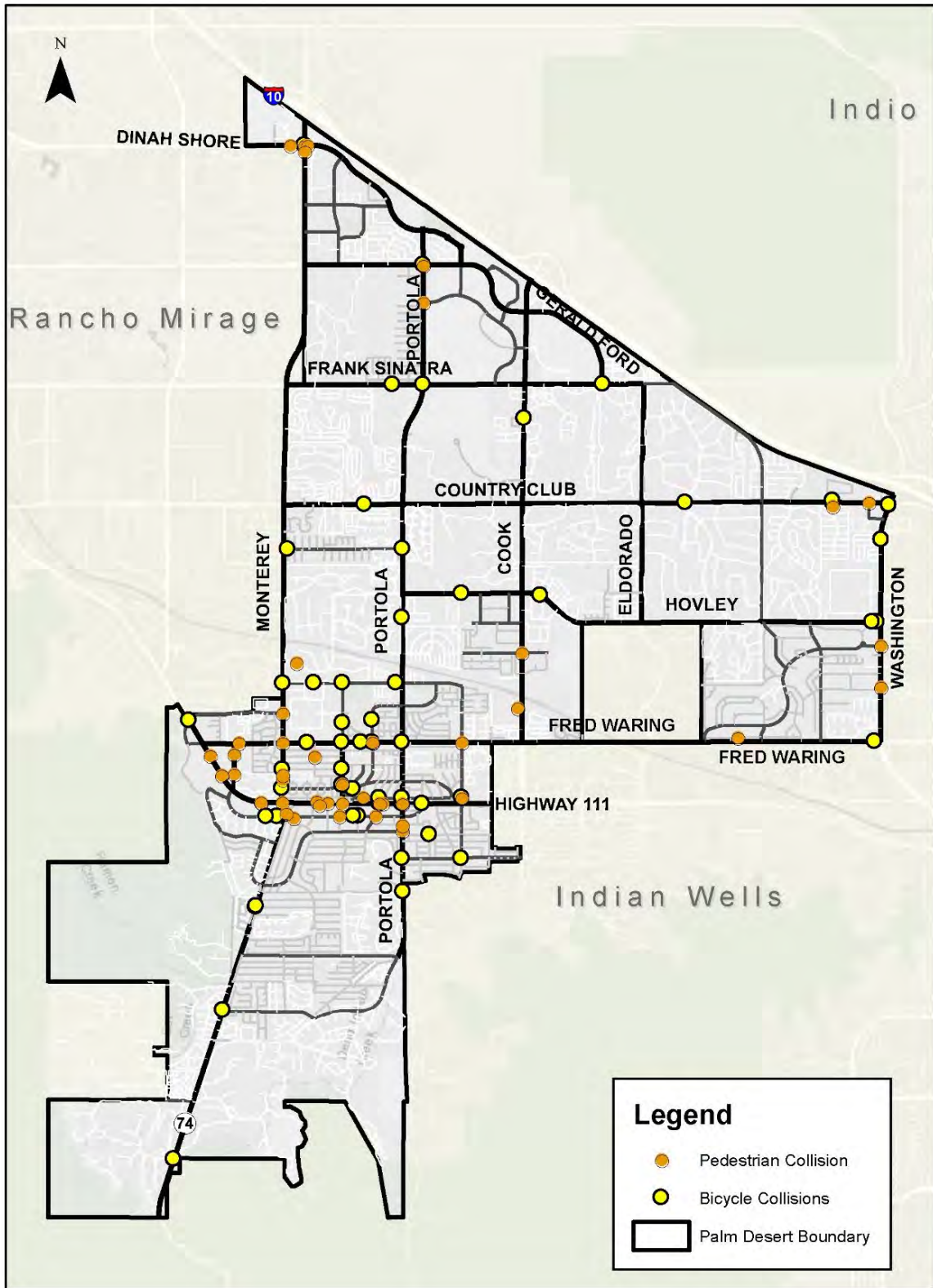
7.5.1 Pedestrians

53 pedestrian involved crashes occurred during the study period, resulting in one fatal crash, eight severe injury, and 42 with some form of reported injury or pain. 47% of the crashes occurred at night, and about half of these were in areas without streetlights or when they were not functioning (did not turn on or light had burned out). More than half of these crashes occurred while the pedestrian was crossing in the crosswalk.

7.5.2 Bicycle

During the study period, 58 crashes involving bicycles were reported. Of these, two were fatal, and 7 resulted in severe injuries. Only one fatal and one severe injury crash occurred at night. 86% of the crashes occurred during daylight. Most of these crashes were attributed to automobile right-of-way violations.

Figure 8: Pedestrian and Bicycle Crashes (2015-2019)



7.6 Significant Trends for Passenger Vehicles

- Only six percent of crashes (148) occurred at night without streetlights or during dusk/dawn. Many of these crashes still occurred at or near intersections.
- Nine percent of crashes (236) involved hit objects. Although significant in number, there are no discernable patterns to these crashes.
- Twenty-four percent of “party at fault” was drivers age 65 and older. Looking at the expanded range of the “party at fault” for age 55 and older, this group accounts for almost 38% of crashes.
- Nineteen percent of the “party at fault” was attributed to those between 16 and 25 years old.

7.7 Behavioral

7.7.1 Driving Under the Influence

Twenty-six crashes, less than 1% of all crashes, were reported as the driver being under the influence of drugs or alcohol. Six of which took place along Hwy 111. The two resulting in severe injuries took place near the College of the Desert and the other near the Emerald Desert Country Club.

7.7.2 Aggressive Driving

Thirty-two percent of the crashes were primarily caused by drivers traveling at unsafe speed or following too closely. These types of crashes are located primarily on major arterials.

7.8 Statewide Comparison

Due to the availability of data, a comparison of crash data to the State averages could only be conducted for data from 2015-2018. **These numbers may vary slightly from those mentioned previously, due to the differences in the years of the study period.** The following are areas where Palm Desert’s crash rates are higher than those of the State.

Table 2: Comparison of Statewide and Palm Desert Crashes (2015-2018)

Challenge Area	Statewide %	Palm Desert %
Palm Desert has a Higher Percentage of Crashes		
Aggressive Driving	33.3%	43.5%
Aging Drivers	13.1%	50%*
Bicyclists	7.5%	11.3%
Intersections	23.9%	40.3%
Palm Desert has a Lower Percentage of Crashes		
Commercial Vehicles	6.5%	1.6%
Distracted Driving	4.7%	1.6%
Impaired Driving	23.8%	22.6%*
Lane Departure	42.1%	24.2%
Motorcyclists	21.8%	14.5%

Pedestrians	19.3%	16.1%
Young Drivers	12.3%	6.5%

*Due to difference in difference in years of the study period, these figures vary from those presented in Sections 7.1-7.7

8 Emphasis Areas

Emphasis Areas are places where the City of Palm Desert can strategically focus efforts to have a large impact on transportation safety. Emphasis areas were developed by revisiting the Vision and Goals developed at the onset of this planning process and comparing them with the trends and patterns identified in the crash analysis. Where these areas aligned, or major challenges were observed, Emphasis Areas and strategies were developed.

Emphasis Area #1: Pedestrians & Bicyclists (Vulnerable Road Users)

Description: Pedestrians and bicyclists are classified by Caltrans as a vulnerable user, meaning they have the highest potential for severe harm during a crash. Pedestrian and bicyclist activity are very high within the Coachella Valley and Palm Desert specifically. According to the crash analysis, 96 percent of crashes involving pedestrians within the City resulted in some form of injury or pain. Almost half of all the crashes occurred at night and while the pedestrian was crossing in the crosswalk. The percentage of bicycle collisions as a total of all collisions is almost 4% higher in Palm Desert than statewide. Lighting also has a large impact on these crash types, considering Palm Desert is under a dark-sky ordinance.

Installing high-visibility crosswalks at intersections will call more driver attention to the presence of pedestrians during both day and night. Systemically applying this enhancement to all crosswalks in the City will proactively address areas that may not currently have high pedestrian activity.

Implementing bicycle improvements, such as green bicycle striping in conflict zones or bicycle boxes, can make the presence of bicyclists more apparent to drivers. Systemically applying these enhancements to roadways will proactively address areas that may not currently have high bicycle activity.

Goals for Emphasis Area #1:

- Applied for HSIP funding to install high visibility crosswalks at thirteen locations where there were a number of pedestrian-involved crashes. The City received \$247,200 for these improvements in HSIP Cycle 10.
- Implement bicycle infrastructure improvements where there are high numbers of bicycle crashes.

Strategies for Emphasis Area #1: Strategies to reduce the number of collisions with pedestrians will involve engineering, education, and enforcement implementations. Engineering implementations will mostly include continued implementation of active transportation projects in the City's CIP, and additional countermeasures identified earlier in this plan. Education campaigns for rules of the road and safety education will be recommended at advocate and educational levels. Enforcement to prevent collisions with pedestrians and bicyclists is also encouraged. Strategies will aim to address these collisions at a systemic level. They will be implemented by the City, while partnering with Caltrans, CVAG, CHP, and other community partners. Funding sources for these strategies may include HSIP, ATP, STIP, and SB1 grant programs.

Emphasis Area #2: Signal Improvements

Description: Visibility of signal heads can be impacted by lighting conditions in the desert (i.e. early-morning or late evening when the sun is positioned behind the signals). The installation of retroreflective backplates on signal heads has been shown to improve their visibility. Making a citywide movement to install these on all signal heads will create a consistent environment for drivers.

Additionally, the installation of pedestrian countdown signal heads, especially as compared to standard walk/don't walk signal heads, has been shown to enhance safety for pedestrians. Understanding the allotted time to cross a street can help these individuals plan for their movements.

Goal for Emphasis Area #2: Applied for HSIP funding to install retroreflective backplates and pedestrian countdown signal heads at all signalized intersections (where not currently present). The City received from HSIP Cycle 10 in the amount of \$1,912,600 for these improvements. Plan to complete these improvements by the end of 2023.

Strategies for Emphasis Area #2: Strategies to improve signalized intersections in the City will involve identifying intersections where signal improvements are needed. The locations where improvements are needed should be prioritized based on the crash history. These locations should be incorporated into the City's transportation plan and capital improvement plan. Strategies should be implemented by the City, while partnering with CVAG, CHIP, neighboring municipalities, and other community partners. Funding sources for these strategies may include HSIP, ATP, STIP, and SB1 grant programs.

Emphasis Area #3: Aggressive Driving

Description: Aggressive driving, as defined by the Caltrans SHSP, includes several behaviors including speeding, tailgating, and ignoring traffic signals and signs. 31% of the collision in the study period (2014-2018) were caused by aggressive driving behaviors. 45% of the collisions caused by aggressive driving resulted in injury or fatality, as opposed to 34% of the collisions not caused by aggressive driving behaviors.

Goal for Emphasis Area #3: The number of aggressive driving collisions declined by about 30% from 2015-2019. The City will aim to reduce aggressive driving collisions by 30% over the next five years. The City will evaluate progress of the goal every two years and make any necessary changes to implementation strategies.

Strategies for Emphasis Area #3: Strategies to address aggressive driving behaviors will mainly focus on enforcement and education, with limited engineering implementations. These strategies may include an educational campaign to target aggressive driving, increased enforcement near aggressive driving hotspots, increased coordination with law enforcement and other community organizations. These strategies will be implemented by the City, law enforcement, and community organizations. Funding sources for these strategies may include HSIP, STIP, and SB1 grant programs.

Emphasis Area #4: Aging Drivers (65+)

Description: Collisions involving aging drivers, as defined by the Caltrans SHSP, includes instances where the driver of the motor vehicles is 65 years or older. During the period of 2014-2018, 50% of the collisions in the City involved aging drivers, as compared to 13% statewide. While Palm Desert has a relatively large aging population (36% vs 15% statewide), efforts can be made to reduce collisions involving aging drivers.

Goal for Emphasis Area #4: From 2015-2019, collisions involving aging drivers decreased by roughly 20%. The City will aim to reduce collisions involving aging drivers by 20% over the next 5 years. The City will evaluate progress of the goal every two years and make any necessary changes to implementation strategies. In order to implement the strategies outlined below, the City will aim to devise and execute a communication and outreach plan.

Strategies for Emphasis Area #4: Strategies to address aging driver behaviors will mainly focus on education, encouragement, and enforcement. Strategies that have had success nationally include driver refresher courses, implementing technology in aging drivers' vehicles, and education campaigns to target aging drivers with messages regarding road safety, common mistakes, and challenges that aging drivers face. Strategies may also include increased enforcement near hotspots of aging driver collisions and increased coordination with community organizations. These strategies will be implemented by the City, law enforcement, and local community organizations such as The Joslyn Center. Funding sources for these strategies may include HSIP, STIP, and SB1 grant programs.

9 Recommendations

The following provides more information on general identified issues, crash modification factors, improvements, and countermeasures identified for the City of Palm Desert, as well as for specific project locations identified as part of this analysis.

9.1 Infrastructure Improvements

9.1.1 Countermeasure Selection Process

Part D of the HSM provides information on Crash Modification Factors (CMF) for roadway segments, intersections, interchanges, special facilities, and road networks. CMFs are used to estimate the safety effects of highway improvements and apply CMFs to compare and select highway safety improvements. A CMF less than 1.0 indicates that a treatment has the potential to reduce collisions. A CMF greater than 1.0 indicates that a treatment has the potential to increase collisions. The application of an appropriate CMF can influence the decision to implement a particular project, and the misapplication of CMFs can lead to misinformed decisions. Key factors to consider when applying CMFs include:

1. Selection of an appropriate CMF,
2. Estimation of collisions without treatment,
3. Application of CMFs by type and severity, and
4. Estimation of the combined effect for multiple treatments

Examples of Safety Countermeasures can be found through several sources. This Report utilizes the countermeasures found in the California LRSM (<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/hsip/2020/lrsm2020.pdf>) and the CMF Clearinghouse (CMF CH) website (<http://www.cmfclearinghouse.org/>).

Countermeasures for each of the Safety Project Case Studies are based on the data analysis and site visits. Additional countermeasures were identified for the high-level issues on a city-wide level and are discussed in **General City-Wide Safety Project Recommendations** Section 9.3 of this Report.

9.1.2 Safety Project Case Studies

From the city-wide analysis, ten project case study locations were selected for further analysis and recommendation. For each of these locations, Safety Project Case Studies were developed to provide a case study to organize projects when applying for funding. These locations were identified through the analysis process based on their collision histories, the observed crash patterns, and their differing characteristics to provide the most insight into potential systemic safety countermeasures that the City can employ to achieve the most cost-effective safety benefits.

A Safety Project Case Study was developed for these locations:

1. Segment: Monterey Ave (Dinah Shore Dr to City Limits)
2. Segment: Country Club Dr (Eastwood Ln to Harris Ln)
3. Signalized Intersection: Monterey Ave & Fred Waring Dr
4. Signalized Intersection: Monterey Ave & Dinah Shore Dr
5. Signalized Intersection: Highway 111 & San Luis Rey Ave

6. Signalized Intersection: Highway 111 & Plaza Way
7. Signalized Intersection: Highway 111 & San Pablo Ave
8. Unsignalized Intersection: Fred Waring Dr & Acacia Dr
9. Unsignalized Intersection: Highway 74 & Bursera Way
10. Unsignalized Intersection: Highway 111 & Larkspur Ln

Appendix A contains the Case Study pages which summarize conditions at each location, and potentially beneficial countermeasures. Countermeasures were subjected to a benefit/cost assessment and scored according to their potential return on investment. These case studies can be used to select the most appropriate countermeasure, and to potentially phase improvements over the longer-term. The potential benefit of these countermeasures at locations with similar design characteristics can then be extrapolated regardless of crash history. These case study sheets can also be used to position the City for future grant funding opportunities.

9.2 Non-Infrastructure Improvements

Non-Infrastructure recommendations have also been proven to impact safety conditions of the transportation network. These education and enforcement measure recommendations are developed to target specific behavior types and populations. Based on a review of the existing plans, policies, and programs within the City, the following topics have been reviewed to identify areas where the City can implement or enhance safety efforts.

Table 3: Summary of Programs, Policies, and Practices for the City of Palm Desert

Summary of Programs, Policies, and Practices for City of Palm Desert		
Topic	Initiatives	
	Status	Implement or Enhance
Active Transportation Coordinator	Currently no defined role	Designate member of City staff to serve in this role
Safety or Active Advisory Committee	City Council has created the ATP subcommittee, which meets quarterly	Continue ATP subcommittee meetings
Active Transportation Safety Education Program	Existing, resides with Police Department	Expand on existing programs in schools; host safety events during existing City functions
Safe Routes to School	Considering applying for next cycle	Perform needs assessment to determine scope of funding application
Inventory/Mapping of Active Transportation Routes	Partially	Complete database and provide to residents through online portal
Traffic Calming Policies	None currently	Perform needs assessment to determine scope of traffic calming policies needed; Consider policy to reduce lane widths to slow traffic while providing additional right-of-way for other modes.

Summary of Programs, Policies, and Practices for City of Palm Desert		
Topic	Initiatives	
	Status	Implement or Enhance
Inventory of Pedestrian Signs and Signals	Partially	Complete this GIS database and maintain via regular or annual updates
Speed Surveys	Last completed in 2020	Update every 5 years as required by law
Citizen Feedback	Online resident portal/app	-
Institutional Coordination	Coordinates with law enforcement and adjacent jurisdictions	-
School Engagement	Yes	Work with existing programs to increase safety courses, especially at elementary schools for safe walking and biking
Law Enforcement/Emergency Service Engagement	Yes	Continue current engagement and identify opportunities for future collaboration
Pedestrian Signal Timing	Partially	Apply for funding to install LPI's and coordinate signal timing appropriately
Crosswalks	Yes	Apply for funding to upgrade crosswalks to high-visibility design
Active Transportation Volume Counting	No	Institute a program to count pedestrian and bicycles on a bi-annual basis
Traffic Crash Monitoring	Not formalized	Host monthly or bi-monthly meetings with stakeholder group to review data and discuss emerging data trends
Warrants for Stop Signs and Signals	Follows CAMUTCD	-
Planning for Density and Walkable Areas	Uses planning programs to encourage infill development	-
Complete Streets	No; Adhere to regional and state complete streets policies for regional projects	Adopt a policy for the City to adhere to for local projects
Active Transportation Master Plan	Only as a part of the General Plan; Larger Coachella Valley ATP (2016)	Develop a standalone plan for the City that integrates the CVAG plans with local connections
Funding for Active Transportation	City received \$3.222 million for San Pablo Ave Phase 2 project	Pursue ATP and other funding sources for eligible projects and programs
Transportation Demand Management (TDM)/Vehicle Miles Travelled (VMT) Reduction	City's General Plan calls for reduction of single-occupancy vehicles. City to comply with SB 743 for VMT analysis. City has embraced Riverside County LOS & VMT guidelines.	Incorporate existing actions into formal TDM or VMT reduction policy

9.3 General City-wide Countermeasure Toolbox

This evaluation considered city-wide trends to identify countermeasures that would likely provide the most benefit with widespread implementation. Countermeasures for each of the 5E Safety Strategies (Engineering, Enforcement, Education, Emergency Services, and Emerging Technologies) were identified. These include both infrastructure recommendations, non-infrastructure recommendations. **Table 4** outlines the city-wide safety project recommendations, which is also referred to as the “Countermeasure Toolbox”. Within the toolbox, the description of the countermeasure along with its LRSM ID number is listed. The next column, Crash Reduction Factor (CRF) also known as Crash Modification Factor (CMF), are “multiplicative factors used to estimate the expected number of crashes after implementing a given countermeasure at a specific site (the lower the CMF, the greater the expected reduction in crashes)⁵.”

For each of these countermeasures, a planning level benefit/cost analysis was completed. Applying the benefit/cost at the city-wide level was estimated assuming some randomness in crash distribution. The location characteristics, such as whether there is a traffic signal, and the type of crashes, were used at the city-wide level to calculate an average cost of crashes that the countermeasure might reduce. The benefit per location was then factored out to a 20-year life-cycle savings, with an Opinion of Project Probable Cost (OPCC) for the initial installation costs and a per-year maintenance cost estimate. The cost shown in **Table 4** should be considered initial planning costs using 2020 dollars and not assumed final.

In addition to countermeasures from the LRSM which are included in Table 4, the following engineering improvements are recommended for consideration by the City for implementation.

- Posting full time or part time “No Right Turn on Red” signs based on the frequency of collisions. Potential use of blankout signs at signalized intersection should be considered as they can be extended to part time No U Turn restrictions.
- Implementation of CAMUTCD compliant signal timing at all intersections which has been shown in recent studies to help reduce pedestrian related collisions.
- Policy to regularly evaluate sight distance and visual clearance issues within the City. In addition to built obstructions, landscaping has become an increasingly important issue and is a factor in collisions.
- Restriping corridors to narrow travel and turn lanes widths, using the additional space to stripe wider bicycle facilities.
- Installation of bike detection and bike call buttons at signalized intersections.

Table 5 describes additional recommendations for the remaining categories of traffic safety which includes Enforcement, Education, Emergency Services, and Emerging Technology.

⁵ LRSM Version 1.5 (2020), Page 27

Table 4: City-wide Recommended Safety Projects (Countermeasure Toolbox)

COUNTERMEASURE	LRSM ID	CRF	INITIAL INSTALLATION COST ESTIMATE	PER YEAR MAINTENANCE COST ESTIMATE	20-YEAR COST ESTIMATE	PER UNIT	ASSUMPTIONS
ENGINEERING							
Install speed feedback signage	R26	30%	\$ 6,000	\$ 500	\$ 16,000	per sign	yearly costs include electricity, cleaning, and general maintenance
Install signal ahead signage	R22	15%	\$ 500	\$ 50	\$ 1,500	per sign	replaced once every 10 years
Install lighting along segment	R01	35%	\$ 7,500	\$ 200	\$ 11,500	per light	fixture replaced once every 10 years; cleaned once per year
Install high-friction pavement	S11	55%	\$ 50,000	\$ 5,000	\$ 150,000	per approach	\$33/sq yd, assumed 1,500 sq yds per approach; replace every 10 years
Enhance crosswalk visibility	S20PB	15%	\$ 20,000	\$ 3,333	\$ 86,667	per intersection	replacement every 6 years
Install retroreflective backplates	S02	15%	\$ 10,000	\$ 100	\$ 12,000	per intersection	replacing a few backplates over the 20-year lifecycle
Install advanced dilemma zone detection system	S04	40%	\$ 30,000	\$ 200	\$ 34,000	per intersection	yearly maintenance by signal technician
Adjust timing and signal synchronization	S03	15%	\$ 1,000	\$ 333	\$ 7,667	per intersection	retiming every 3 years
Update signal heads to meet current standards	S02	15%	\$ 10,000	\$ 100	\$ 12,000	per intersection	replacement of occasional damaged bulbs/signal heads
Install 'congestion ahead' signage	R22	15%	\$ 500	\$ 50	\$ 1,500	per sign	replaced once every 10 years
Install leading pedestrian interval (LPI)	S21PB	60%	\$ 1,000	\$ 333	\$ 7,667	per intersection	retiming every 3 years
Install pedestrian deterrent	S13PB	35%	\$ 100	\$ 3	\$ 160	per linear foot	yearly maintenance and repainting
Straighten crosswalks to reduce crossing distances	S20PB	15%	\$ 20,000	\$ 3,333	\$ 86,667	per intersection	replacement every 6 years

COUNTERMEASURE	LRSM ID	CRF	INITIAL INSTALLATION COST ESTIMATE	PER YEAR MAINTENANCE COST ESTIMATE	20-YEAR COST ESTIMATE	PER UNIT	ASSUMPTIONS
Install lane tracking striping for LT movements	S09	10%	\$ 5,000	\$ 833	\$ 21,667	per intersection	replacement every 6 years
Install bicycle-activated call buttons	S20PB	15%	\$ 20,000	\$ 100	\$ 22,000	per intersection	maintenance per year for signal tech maintenance
Restrict U-turns	NS15	50%	\$ 500	\$ 50	\$ 1,500	per sign	replaced once every 10 years
Install warning beacon at intersections	NS09	30%	\$ 2,000	\$ 50	\$ 3,000	per beacon	regular yearly maintenance
Install green bicycle striping in conflict zones	R32PB	35%	\$ 10,000	\$ 250	\$ 15,000	per intersection	yearly cleaning
Signal warrant analysis: install signal if warranted	NS03	30%	\$ 257,500	\$ 1,000	\$ 277,500	per intersection	signal warrant costs \$7,500. per year costs include timing, electricity, replacements, etc.
Implement Caltrans sight distance analyses into design reviews	-	-	-	-	Varies	-	-

Non-Engineering 5E Safety Strategy Countermeasures:

These recommended countermeasures were derived from the collision analysis and build on the actions identified in Section 9.2. These relate to the additional Es of Traffic Safety outside of Engineering. This includes Enforcement, Education, Emergency Services and Emerging Technologies.

Table 5: Non-Engineering 5E Safety Strategy Countermeasures

PROPOSED COUNTERMEASURE	POTENTIAL PARTNERS	EXAMPLES OF COUNTERMEASURE
ENFORCEMENT		
Establish visibility and enforcement program for aggressive driving	Local law enforcement, CHP	CHP's Regulate Aggressive Driving and Reduce Speed (RADARS) program
Continue school zone enforcement	Local law enforcement, CHP, school districts, CVAG, SCAG	Obtain grant funding for additional personnel in school zones
Increased crosswalk enforcement	Local law enforcement, CHP, school districts, CVAG, SCAG	Obtain grant funding for additional enforcement of drivers near pedestrian crossings
EDUCATION		
Campaign to target aggressive driving and DUIs	Local law enforcement, CHP, California Office of Traffic Safety	CHP's Regulate Aggressive Driving and Reduce Speed (RADARS) program
Bicycle and pedestrian safety campaign	Local law enforcement, CVAG, SCAG	SCAG's "Go Human" campaign ; "Ride With Traffic" campaign "Share the Road" Campaign Planned education events at CV Link
School zone pedestrian campaign	School districts, local law enforcement, CVAG, SCAG	Local enforcement is out daily during regular school period to establish visibility and enforcement; SCAG's "Go Human" campaign
Explore safe routes to school education grants to expand program	School districts, local law enforcement, CVAG, SCAG	Safe Routes to School Program (funded by Caltrans)
Coordinate safety education campaigns with CVAG	CVAG, SCAG, local law enforcement	Coordination of safety education with new CVAG projects such as CV Link or CV Sync Roadway safety fairs at schools Re-education for aging drivers



PROPOSED COUNTERMEASURE	POTENTIAL PARTNERS	EXAMPLES OF COUNTERMEASURE
EMERGENCY SERVICES		
Continue to work on interdepartmental communication between City staff and City police department and fire department	Local law enforcement, fire department	Incorporating law enforcement/fire department as stakeholders on transportation improvement projects
Incorporate public health agencies and fire departments as stakeholders in safety projects	Local public health agencies, fire department	Adjust safety project development processes to include public health and fire department feedback
EMERGING TECHNOLOGY		
Continue to use best practices for pedestrian crossings at high pedestrian traffic areas	City Public Works, CVAG, Caltrans	Continuously update pedestrian crossing design standards in accordance with latest best practices
Utilize new data sources to monitor traffic conditions and inform County safety plans	City Public Works, CVAG, Caltrans	Utilization of data from forthcoming CVAG Regional Traffic Management Center (RTMC)

10 Evaluation & Implementation

10.1 Evaluation

The success of the LRSP will be evaluated using the preliminary process outlined below. This process will be useful to ensure proper implementation of goals and to determine when updates are needed.

- Quarterly progress meetings will be conducted to track the implementation of the plan. In addition, the success of the plan will be evaluated on an annual basis.
- An update to the plan should be considered after no more than five years.
- Continued monitoring and recording of traffic incidents on local roadways by law enforcement.
- Maintain a list of focus areas where there are transportation safety concerns.

10.2 Implementation

Implementation of the LRSP can be accomplished through several avenues including development of projects, the establishment of new policies and programs, and development/strengthening of relationships with stakeholders.

With regard to projects, the following identifies potential focus areas for the City in the near-to-mid-term.

Near- & Mid-Term Focus Areas

The opportunities identified in this report provide more of the systemic countermeasures that can be applied within the City. Over the next three to five years, it is recommended that the City concentrate its efforts on the emphasis areas:

1. Vulnerable Users
2. Signal Improvements
3. Aggressive Driving
4. Aging Drivers (65+)

Analysis conducted at the citywide level indicated that these factors were some of the most frequent influences contributing to collisions within the City. The countermeasure opportunities previously discussed in this report for both systemic and project-specific improvements can be used as a basis for developing projects at locations where addressing these focus areas would be of the most benefit. Projects that address these focused areas can be developed with a high benefit-to-cost ratio (by applying City-wide collision rates), allowing projects to be developed even at sites with little to no direct collision history, but with conditions that might contribute to future collisions.

10.3 Funding

Competitive funding resources are available to assist in the development and implementation of safety projects in Palm Desert. The City should continue to seek available funding and grant

opportunities from local, state, and federal resources to accelerate their ability to implement safety improvements throughout Palm Desert. The following is a high-level introduction into some of the main funding programs and grants for which the City can apply. In addition to the funding sources mentioned below, the City should consider examining and allocating a portion of its Measure A and other local funding sources to help fund safety improvements. The City should also work with regional agencies such as CVAG, RCTC, and SCAG to identify and apply for safety improvement funding.

10.3.1 Highway Safety Improvement Program

The Highway Safety Improvement Program (HSIP) is a Federal program housed under Fixing America's Surface Transportation (FAST) Act. This program apportions funding as a lump sum for each state, which is then divided among apportioned programs. These flexible funds can be used for projects to preserve or improve safety conditions and performance on any Federal-aid highway, bridge projects on any public road, facilities for non-motorized transportation, and other project types. Example safety improvement projects eligible for this funding include:

- New or upgraded traffic signals
- Upgraded guard rails
- Pedestrian warning flashing beacons
- Marked crosswalks

California's local HSIP focuses on infrastructure projects with national recognized crash reduction factors. Normally HSIP call-for-projects is made at an interval of one to two years. The applicant must be a city, a county, or a tribal government federally recognized within the State of California.

Additional information regarding this program at the Federal level can be found online at: <https://safety.fhwa.dot.gov/hsip/>. California specific HSIP information – including dates for upcoming call for projects - can be found at: <http://www.dot.ca.gov/hq/LocalPrograms/hsip.html>.

In 2020, the City applied for and received funding from HSIP Cycle 10 in the amount of \$2,159,800.

10.3.2 Caltrans Active Transportation Program

Caltrans Active Transportation Program (ATP) is a statewide funding program, created in 2013, consolidating several federal and state programs. The ATP funds projects that encourage increased mode share for walking and bicycling, improve mobility and safety for non-motorized users, enhance public health, and decrease greenhouse gas emissions. Projects eligible for this funding include:

- Bicycle and pedestrian infrastructure projects
- Bicycle and pedestrian planning projects (e.g. safe routes to school)
- Non-infrastructure programs (education and enforcement)

This program funding is provided annually. The ATP call for projects typically comes out in the spring. Information on this program and cycles can be found online at: <http://www.dot.ca.gov/hq/LocalPrograms/atp/>

The City has already received \$3.2 million in funding from ATP for its San Pablo Ave Phase 2 project.

10.3.3 State Transportation Improvement Program

The State Transportation Improvement Program (STIP) provides state and federal gas tax money for improvements both on and off the state highway system. STIP programming occurs every two years. The programming cycle begins with the release of a proposed fund estimate, followed by California Transportation Commission (CTC) adoption of the fund estimate. The fund estimate serves to identify the amount of new funds available for the programming of transportation projects. Once the fund estimate is adopted, Caltrans and the regional planning agencies prepare transportation improvement plans for submittal. Caltrans prepares the Interregional Transportation Improvement Program (ITIP) using Interregional Improvement Program (IIP) funds, and regional agencies prepare Regional Transportation Improvement Programs (RTIPs) using Regional Improvement Program (RIP) funds. The STIP is then adopted by the CTC.

10.3.4 California Senate Bill 1 (SB 1)

SB 1 is a landmark transportation investment to rebuild California by fixing neighborhood streets, freeways and bridges in communities across California and targeting funds toward transit and congested trade and commute corridor improvements.

California's state-maintained transportation infrastructure will receive roughly half of SB 1 revenue: \$26 billion. The other half will go to local roads, transit agencies and an expansion of the state's growing network of pedestrian and cycle routes. Each year, this new funding will be used to tackle deferred maintenance needs both on the state highway system and the local road system, including:

- Bike and Pedestrian Projects: \$100 million
 - This will go to cities, counties and regional transportation agencies to build or convert more bike paths, crosswalks and sidewalks. It is a significant increase in funding for these projects through the Active Transportation Program (ATP).
- Local Planning Grants: \$25 million

10.3.5 California Office of Traffic Safety (OTS) Grants

This program has funding for projects related to traffic safety, including transportation safety education and encouragement activities. Grants applications must be supported by local crash data (such as the data analyzed in this report) and must relate to the following priority program areas:

- Alcohol Impaired Driving
- Distracted Driving
- Drug-Impaired Emergency Medical Services
- Motorcycle Safety
- Occupant Protection
- Pedestrian and Bicycle Safety
- Police Traffic Services
- Public Relations, Advertising, and Marketing Program
- Roadway Safety and Traffic Records

10.3.6 SCAG Sustainable Communities Program (SCP)

This program is an innovative vehicle for promoting local jurisdictional efforts to test local planning tools. The SCP provides direct technical assistance to SCAG member jurisdictions to complete planning and policy efforts to implement the regional Sustainable Communities Strategies (SCS). Grants are available in the following three categories:

- Integrated Land Use
 - Sustainable Land Use Planning
 - Transit Oriented Development (TOD)
 - Land Use & Transportation Integration
- Active Transportation
 - Bicycle Planning
 - Pedestrian Planning
 - Safe Routes to School Plans
- Green Region
 - Natural Resource Plans
 - Climate Action Plans (CAPs)
 - Green House Gas (GHG) Reduction programs

10.3.7 SB 821 (Bicycle and Pedestrian Facilities Program)

The Bicycle and Pedestrian Facilities Program is funded through a ¼ cent statewide sales tax and provides funding for bicycle and pedestrian facility projects. The program is administered by the Riverside County Transportation Commission (RCTC). The Call for Projects occurs on a biennial basis, with the next call occurring in April 2021. The following types of projects are eligible for funding:

- Construction, including related engineering expenses, of bicycle and pedestrian facilities, or for bicycle safety education programs.
- Maintenance of bicycling trails, which are closed to motorized traffic.
- Maintenance and repairs of Class I off-street bicycle facilities only.
- Restriping Class II bicycle lanes.
- Facilities provided for the use of bicycles that serve the needs of commuting bicyclists, including, but not limited to, new trails serving major transportation corridors, secure bicycle parking at employment centers, park and ride lots, and transit terminals where other funds are available.
- Development of comprehensive bicycle and pedestrian plans (limitations apply). Plans must emphasize bike/pedestrian facilities that support utilitarian bike/pedestrian travel rather than solely recreational activities.

10.4 Next Steps

The City of Palm Desert has completed this LRSP to guide the process of future transportation safety improvements for years to come. The data-driven analysis process identified collision types, related primary collision factors, and locations of many collisions. Based on this process, Emphasis Areas were developed. These Emphasis Areas will guide corridor improvements, education programs, and capital improvements for the City.

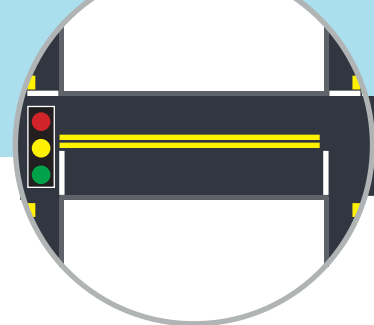
Through the safety analysis performed in this document, the City has applied for and received funding from HSIP Cycle 10 in the amount of \$2,159,800. The approved funding is dedicated to transportation improvements Citywide, including enhancements to crosswalk visibility, installation of retroreflective backplates on traffic signal heads, and installation of pedestrian countdown signals at key pedestrian crossings.

Using the analyzed data and outputs from this LRSP, the City has also completed, or plans to complete, the following tasks:

- Actively seek other funding opportunities to improve safety for all modal users
- Collaborate with established safety partners & neighboring municipalities as improvements are made to create a cohesive transportation network
- Iteratively evaluate existing and proposed transportation safety programs and capital improvements to design a safer transportation network in Palm Desert.
- Begin designing safety improvements identified in the Case Study sheets contained in this report.

The City also plans to have the City Council formally approve and adopt the Local Road Safety Plan (LRSP) in 2021. Based on current Caltrans guidelines, the City will plan to update the LRSP in five years in 2026.

Appendix A: Case Study Sheets



SEGMENT |

Project Template: Location #1

Project Name: Monterey Ave:
Dinah Shore Dr to City Limits
Agency Name: Palm Desert
Contact Name: Randy Bowman
Email: rbowman@cityofpalmdesert.org

Prepared by: Kimley-Horn
Checked by:
Date: February 2021

Project Location Description & Maps:

Segment: Monterey Ave from Dinah Shore Dr to City Limits

Examples of Similar Intersections: Cook St (Gerald Ford Dr to City Limits); Washington St (Country Club Dr to City Limits)



Traffic and Geometric Data:

Collision Data	
Total Collisions	17
Fatal and Injury Collisions	Fatal Injury - 0 Severe Injury - 0 Visible Injury - 1
Top 3 Collision Types (percentage)	Rear-End (88%) Sideswipe (6%) Broadside (6%)
Total Nighttime Collisions	5
Wet Surface Collisions	1
Drug and Alcohol Related Collisions	1

Traffic Data	
Average Daily Traffic (ADT)	44,233
Lighting	No
Highest Posted Speed Limit	50 MPH

Collision Breakdown		
Veh vs. Veh	Veh vs. Ped	Veh vs. Bike
17	0	0

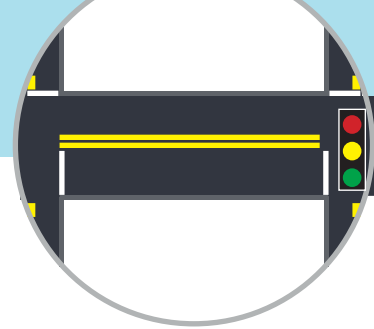
Additional Notes:

- Any lighting installed should be respective of City dark skies ordinance
- Bicyclists noted there is aggressive driving at this location
- There is confusion on which lane to be in for I-10 access. Configuration changed 7-8 years ago.
- The signal ahead signage should be activated when the signal is turning yellow or red.
- Caltrans needs to be involved in any changes on the bridge.
- Caltrans will need to revise the offset at the EB off ramp signal so that when it turns green for SB traffic on Monterey, the traffic will arrive at the when the signal at Dinah Shore and Monterey is green.
- The southbound left turn lanes should be reconstructed so that they are much longer and this will require Caltrans concurrence.



Countermeasure Evaluation

Primary Issues	Recommendation	Potential Countermeasures	Crash Modification Factor (LRSM/CMF ID)	20 Year Safety Benefit	Initial Installation Costs	Per Year Maintenance Costs	Total 20-Year Costs	Safety Related B/C
Dark	Install lighting along segment (sensitive to dark skies ordinance)	Add Segment Lighting	0.65 (R01)	\$187,740	\$60,000	\$1,600	\$89,200	2.10
All	Install signal ahead signage	Install/ Upgrade signs with new fluorescent sheeting (regulatory or warning)	0.85	\$496,980	\$2,000	\$400	\$6,000	82.83
All	Install speed feedback signage	Install dynamic/ variable speed warning signs	0.70	\$993,960	\$12,000	\$1,000	\$32,000	31.06



Project Template: Location #2

Project Name: Country Club Dr
 Eastwood Ln to Harris Ln
Agency Name: Palm Desert
Contact Name: Randy Bowman
Email: rbowman@cityofpalmdesert.org

Prepared by: Kimley-Horn
Checked by:
Date: February 2021

SEGMENT |

Project Location Description & Maps:

Segment: Country Club Dr (Eastwood Ln to Harris Ln)
Examples of Similar Intersections: Hovley Ln E (Jasmine Ct to Corporate Way); Frank Sinatra Dr (Hollister Dr to Portola Ave)



Traffic and Geometric Data:

Collision Data	
Total Collisions	5
Fatal and Injury Collisions	Fatal Injury - 0 Severe Injury - 1 Visible Injury - 1
Top 2 Collision Types (percentage)	Rear End (80%) Hit Object (20%)
Total Nighttime Collisions	1
Wet Surface Collisions	0
Drug and Alcohol Related Collisions	1

Traffic Data	
Average Daily Traffic (ADT)	25,000
Lighting	None
Highest Posted Speed Limit	50 MPH

Collision Breakdown		
Veh vs. Veh	Veh vs. Ped	Veh vs. Bike
5	0	0

Additional Notes:

- EB left turn lane at Harris Lane should longer or converted to a double left.



Countermeasure Evaluation

Primary Issues	Recommendation	Potential Countermeasures	Crash Modification Factor (LRSM/CMF ID)	20 Year Safety Benefit	Initial Installation Costs	Per Year Maintenance Costs	Total 20-Year Costs	Safety Related B/C
All	Install signal ahead signage	Install/ Upgrade signs with new fluorescent sheeting (regulatory or warning)	0.85	\$1,423,320	\$2,000	\$200	\$6,000	237.22
All	Install speed feedback signage	Install dynamic/ variable speed warning signs	0.70	\$2,846,640	\$12,000	\$1,000	\$32,000	88.96
All	Install high-friction pavement	Improve pavement friction (High Friction Surface Treatments)	0.45	\$5,218,840	\$100,000	\$10,000	\$300,000	17.40



INTERSECTION

Project Template: Location #3 (Intersection Project Type)

Project Name: Monterey Ave & Fred Waring Dr
Agency Name: Palm Desert
Contact Name: Randy Bowman
Email: rbowman@cityofpalmdesert.org

Prepared by: Kimley-Horn
Checked by:
Date: February 2021

Project Location Description & Maps:

Intersection: Monterey Ave & Fred Waring Dr
Examples of Similar Intersections: Monterey Ave & Highway 111; Monterey Ave & Country Club



Traffic and Geometric Data:

Collision Data	
Total Collisions	62
Fatal and Injury Collisions	Fatal Injury - 0 Severe Injury - 0 Visible Injury - 5
Top 3 Collision Types	Rear-End (42%) Broadside (26%) Sideswipe (21%)
Total Nighttime Collisions	12
Wet Surface Collisions	2
Drug and Alcohol Related Collisions	1

Traffic Data	
Number of Approaches	4
Total Entering Vehicles	54,490
Crosswalk Condition	Good
Control Type	Signalized
Lighting	All LED
Highest Posted Speed Limit	50 MPH
Median	None

Collision Breakdown		
Veh vs. Veh	Veh vs. Ped	Veh vs. Bike
61	1	0

Additional Notes:

- High collision activity likely due to proximity of college and Fred Waring Dr being used as alternative to Highway 111
- The left turn lanes on Fred Waring Drive are too short for peak hour traffic. They need to be made longer.
- This signal has not been coordinated with the adjacent signals on Monterey at Park View and at San Gorgonio. Synchronizing this intersection with adjacent signals on Monterey will have a significant impact on the collisions. Park View can be synchronized as soon as the construction work is completed and the intersection returned to normal operations.
- Check the sight distance for vehicles turning right on red and if it is restricted, restrict this movement when the signal indications are red.
- Consider adding right turn overlap phasing for all approaches that have a separate right turn lane and currently do not have one.



Countermeasure Evaluation

Primary Issues	Recommendations	Potential Countermeasures	Crash Modification Factor (LRSM/CMF ID)	20 Year Safety Benefit	Initial Installation Costs	Per Year Maintenance Costs	Total 20-Year Costs	Safety Related B/C
Pedestrian	Enhance crosswalk visibility	Install pedestrian crossing (SI)	0.85 (S20PB)	\$48,540	\$20,000	\$3,333	\$86,667	0.56
All	Install retroreflective backplates	Improve signal hardware: lenses, backplates with retroreflective borders, mounting, size, and number	0.85 (S02)	\$1,409,040	\$10,000	\$100	\$12,000	117.42
All	Install advanced dilemma zone detection system	Provide Advanced Dilemma-Zone Detection for high speed approaches	0.60 (S04)	\$3,757,400	\$30,000	\$200	\$34,000	110.51
All	Adjust yellow/all-red timing	Improve signal timing (coordination, phases, red, yellow, or operation)	0.85 (S03)	\$1,409,040	\$1,000	\$333	\$7,667	183.78
All	Update signal heads to meet current standards	Improve signal hardware: lenses, backplates with retroreflective borders, mounting, size, and number	0.85 (S02)	\$1,409,040	\$12,000	\$100	\$12,000	117.42
All	Install signal ahead signage	Install/ Upgrade signs with new fluorescent sheeting (regulatory or warning)	0.85 (R22)	\$1,409,040	\$2,000	\$200	\$6,000	234.84



Project Template: Location #4 (Intersection Project Type)

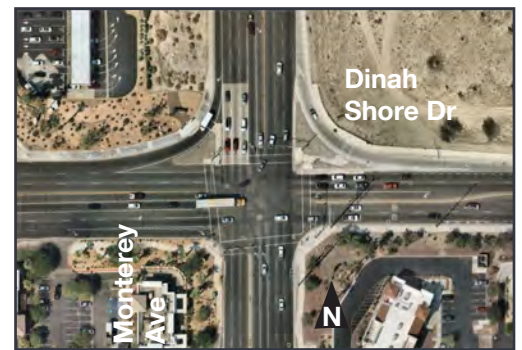
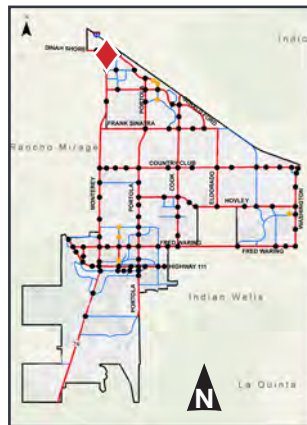
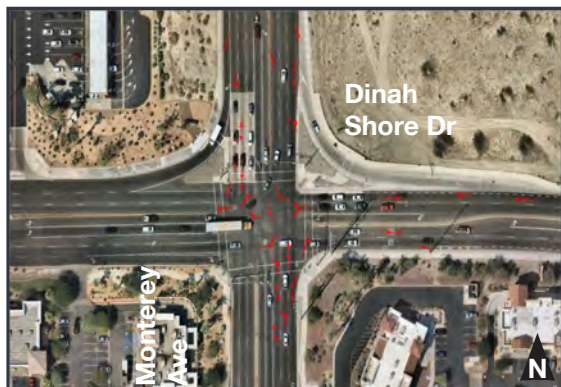
Project Name: Monterey Ave & Dinah Shore Dr
Agency Name: Palm Desert
Contact Name: Randy Bowman
Email: rbowman@cityofpalmdesert.org

Prepared by: Kimley-Horn
Checked by:
Date: February 2021

INTERSECTION

Project Location Description & Maps:

Intersection: Monterey Ave & Dinah Shore Dr
Examples of Similar Intersections: Cook St & Gerald Ford Dr; Gerald Ford Dr & Portola Rd



Traffic and Geometric Data:

Collision Data	
Total Collisions	57
Fatal and Injury Collisions	Fatal Injury - 0 Severe Injury - 3 Visible Injury - 4
Top 3 Collision Types	Rear-End (33%) Broadside (26%) Sideswipe (25%)
Total Nighttime Collisions	14
Wet Surface Collisions	3
Drug and Alcohol Related Collisions	0

Traffic Data	
Number of Approaches	4
Total Entering Vehicles	41,422
Crosswalk Condition	Good
Control Type	Signalized
Lighting	All LED
Highest Posted Speed Limit	50 MPH
Median	On EB/NB approaches

Collision Breakdown		
Veh vs. Veh	Veh vs. Ped	Veh vs. Bike
54	2	1

Additional Notes:

- Bicyclists noted this location is very busy during peak hours and high levels of speeding & aggressive driving
- The signal ahead signage should be activated when the signal is turning yellow or red.
- Caltrans needs to be involved in any changes on the bridge.
- Caltrans needs to revise the offset at the EB off ramp signal so that when it turns green for SB traffic on Monterey, the traffic will arrive at the when the signal at Dinah Shore and Monterey is green.
- The southbound left turn lanes need to be reconstructed so that they are longer and this will require Caltrans concurrence
- The City of Rancho Mirage is in the process of improving the EB left turn lanes to provide more capacity.
- The coordination timing on Dinah Shore during the week should start earlier at 9 am.
- Consider adding a separate right turn lane and right turn overlap phase for the northbound approach on Monterey Avenue.
- Consider provide protected pedestrian phases across the free tight turn lanes to improve pedestrian safety.



Countermeasure Evaluation

Primary Issues	Recommendations	Potential Counter-measures	Crash Modification Factor (LRSM/CMF ID)	20 Year Safety Benefit	Initial Installation Costs	Per Year Maintenance Costs	Total 20-Year Costs	Safety Related B/C
Pedestrian	Enhance crosswalk visibility	Install pedestrian crossing (SI)	0.85 (S20PB)	\$182,460	\$20,000	\$3,333	\$86,667	2.11
All	Install retroreflective backplates	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	0.85 (S02)	\$5,493,720	\$10,000	\$100	\$12,000	457.81
All	Install advanced dilemma zone detection system	Provide Advanced Dilemma-Zone Detection for high speed approaches	0.60 (S04)	\$14,649,920	\$30,000	\$200	\$34,000	430.88
All	Signal timing improvements	Improve signal timing (coordination, phases, red, yellow, or operation)	0.85 (S03)	\$5,493,720	\$1,000	\$333	\$7,667	716.54
All	Update signal heads to meet current standards	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	0.85 (S02)	\$5,493,720	\$10,000	\$100	\$12,000	457.81
All	Install 'congestion ahead' signage	Install/ Upgrade signs with new fluorescent sheeting (regulatory or warning)	0.85 (R22)	\$5,493,720	\$2,000	\$200	\$6,000	915.62



Project Template: Location #5 (Intersection Project Type)

Project Name: Highway 111 & San Luis Rey Ave
Agency Name: Palm Desert
Contact Name: Randy Bowman
Email: rbowman@cityofpalmdesert.org

Prepared by: Kimley-Horn
Checked by:
Date: February 2021

Project Location Description & Maps:

Intersection: Highway 111 & San Luis Rey Ave
Examples of Similar Intersections: Highway 111 & El Paseo; Highway 111 & Hospitality Row



Traffic and Geometric Data:

Collision Data	
Total Collisions	28
Fatal and Injury Collisions	Fatal Injury - 1 Severe Injury - 2 Visible Injury - 4
Top 3 Collision Types	Rear-End (42%) Broadside (24%) Sideswipe (21%)
Total Nighttime Collisions	4
Wet Surface Collisions	1
Drug and Alcohol Related Collisions	0

Traffic Data	
Number of Approaches	4
Total Entering Vehicles	32,615
Crosswalk Condition	Good
Control Type	Signalized
Lighting	All LED
Highest Posted Speed Limit	50 MPH
Median	On EB/WB approaches

Collision Breakdown		
Veh vs. Veh	Veh vs. Ped	Veh vs. Bike
28	4	1

Additional Notes:

- NB and SB left turns on San Luis Rey Avenue are permissive. If they are still permissive, they should be made protected if traffic signal maintenance staff and PD concur.
- Check the sight distance for vehicles turning right on red and if it is restricted, restrict this movement when the signal indications are red.
- Consider adding right turn lanes with right turn overlap phases for the Hwy 111 approaches.



Countermeasure Evaluation

Primary Issues	Recommendations	Potential Countermeasures	Crash Modification Factor (LRSM/CMF ID)	20 Year Safety Benefit	Initial Installation Costs	Per Year Maintenance Costs	Total 20-Year Costs	Safety Related B/C
Pedestrian	Enhance crosswalk visibility	Install pedestrian crossing (SI)	0.85	\$267,840	\$20,000	\$3,333	\$86,667	3.09
All	Install retroreflective backplates	Improve signal hardware: lenses, backplates with retroreflective borders, mounting, size, and number	0.85	\$914,040	\$10,000	\$100	\$12,000	76.17
All	Install advanced dilemma zone detection system	Provide Advanced Dilemma-Zone Detection for high speed approaches	0.60	\$2,437,440	\$30,000	\$200	\$34,000	71.69
All	Adjust signal timing	Improve signal timing (coordination, phases, red, yellow, or operation)	0.85	\$914,040	\$1,000	\$100	\$7,667	119.22
Pedestrian	Install leading pedestrian interval (LPI)	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	0.40	\$1,071,360	\$1,000	\$333	\$7,667	139.74
Pedestrian	Pedestrian deterrent along Highway 111	Install pedestrian median fencing on approaches	0.65	\$624,960	\$50,000	\$1,500	\$80,000	7.81
All	Update signal heads to meet current standards	Improve signal hardware: lenses, backplates with retroreflective borders, mounting, size, and number	0.85	\$914,040	\$10,000	\$100	\$12,000	76.17



Project Template: Location #6 (Intersection Project Type)

Project Name: Highway 111 & Plaza Way
Agency Name: Palm Desert
Contact Name: Randy Bowman
Email: rbowman@cityofpalmdesert.org

Prepared by: Kimley-Horn
Checked by:
Date: February 2021



INTERSECTION

Project Location Description & Maps:

Intersection: Highway 111 & Plaza Way
Examples of Similar Intersections: Highway 111 & El Paseo; Highway 111 & Desert Crossing



Traffic and Geometric Data:

Collision Data	
Total Collisions	26
Fatal and Injury Collisions	Fatal Injury - 0 Severe Injury - 2 Visible Injury - 4
Top 3 Collision Types	Broadside (31%) Rear-End (27%) Hit Object (19%)
Total Nighttime Collisions	6
Wet Surface Collisions	1
Drug and Alcohol Related Collisions	0

Traffic Data	
Number of Approaches	4
Total Entering Vehicles	33,364
Crosswalk Condition	Good
Control Type	Signalized
Lighting	On all signal mast arms
Highest Posted Speed Limit	45 MPH
Median	On EB/WB approaches

Collision Breakdown		
Veh vs. Veh	Veh vs. Ped	Veh vs. Bike
23	3	0

Additional Notes:

- Signal synchronization project was recently completed at this location
- The NB and SB left turns on Plaza Way are permissive. They should be made protected if traffic signal maintenance staff and PD concur.
- Check the sight distance for vehicles turning right on red and if it is restricted, restrict this movement when the signal indications are red.
- Consider adding an EB right turn lane with right turn overlap phase for the Hwy 111 approach.



Countermeasure Evaluation

Primary Issues	Recommendations	Potential Countermeasures	Crash Modification Factor (LRSM/CMF ID)	20 Year Safety Benefit	Initial Installation Costs	Per Year Maintenance Costs	Total 20-Year Costs	Safety Related B/C
Pedestrian	Enhance crosswalk visibility	Install pedestrian crossing (SI)	0.85 (S20PB)	\$219,300	\$20,000	\$3,333	\$86,667	2.53
All	Install retroreflective backplates	Improve signal hardware: lenses, backplates with retroreflective borders, mounting, size, and number	0.85 (S02)	\$683,040	\$10,000	\$100	\$12,000	56.92
All	Install advanced dilemma zone detection system	Provide Advanced Dilemma-Zone Detection for high speed approaches	0.60 (S04)	\$1,821,440	\$30,000	\$200	\$34,000	53.57
All	Adjust signal timing	Improve signal timing (coordination, phases, red, yellow, or operation)	0.85 (S03)	\$683,040	\$1,000	\$333	\$7,667	89.09
Pedestrian	Install leading pedestrian interval (LPI)	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	0.40 (S21PB)	\$877,200	\$1,000	\$333	\$7,667	114.41
Pedestrian	Straighten crosswalk to reduce crossing distances	Install pedestrian crossing (SI)	0.85 (S20PB)	\$219,300	\$20,000	\$3,333	\$86,667	2.53
All	Update signal heads to meet current standards	Improve signal hardware: lenses, backplates with retroreflective borders, mounting, size, and number	0.85 (S02)	\$683,040	\$10,000	\$100	\$12,000	56.92



Project Template: Location #7 (Intersection Project Type)

Project Name: Highway 111 & San Pablo Ave
Agency Name: Palm Desert
Contact Name: Randy Bowman
Email: rbowman@cityofpalmdesert.org

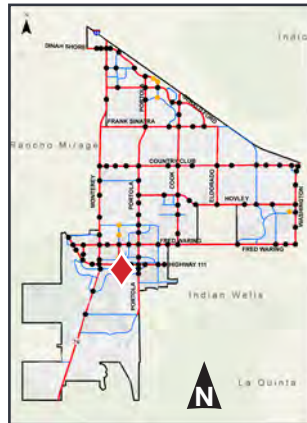
Prepared by: Kimley-Horn
Checked by:
Date: February 2021



Project Location Description & Maps:

Intersection: Highway 111 & San Pablo Ave

Examples of Similar Intersections: Highway 111 & Desert Crossing; Dinah Shore Dr & Miriam Way



Traffic and Geometric Data:

Collision Data	
Total Collisions	20
Fatal and Injury Collisions	Fatal Injury - 0 Severe Injury - 1 Visible Injury - 2
Top 3 Collision Types	Rear-End (50%) Sideswipe (20%) Broadside (15%)
Total Nighttime Collisions	4
Wet Surface Collisions	0
Drug and Alcohol Related Collisions	0

Traffic Data	
Number of Approaches	4
Total Entering Vehicles	25,000
Crosswalk Condition	Good
Control Type	Signalized
Lighting	On all signal mast arms
Highest Posted Speed Limit	45 MPH
Median	On SB, EB, and WB approaches

Collision Breakdown		
Veh vs. Veh	Veh vs. Ped	Veh vs. Bike
19	1	0

Additional Notes:

- This intersection has been recently reconfigured. Therefore, there are not much data on the intersection since the redesign.
- When CVAG implements its new signal synchronization on Hwy 111, this may reduce the collisions at this location if smoother flow is provide through this intersection for EB and WB traffic.
- Consider adding a WB right turn lane with right turn overlap phase for the Hwy 111 approach and an EB right turn overlap phase for the existing right turn lane for EB Hwy 111.



Countermeasure Evaluation

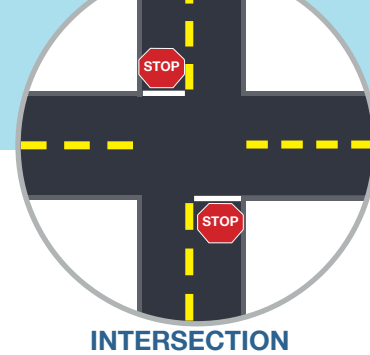
Primary Issues	Recommendations	Potential Countermeasures	Crash Modification Factor (LRSM/CMF ID)	20 Year Safety Benefit	Initial Installation Costs	Per Year Maintenance Costs	Total 20-Year Costs	Safety Related B/C
Pedestrian	Enhance crosswalk visibility	Install pedestrian crossing (SI)	0.85 (S20PB)	\$85,380	\$20,000	\$3,333	\$86,667	0.99
All	Install retroreflective backplates	Improve signal hardware: lenses, backplates with retroreflective borders, mounting, size, and number	0.85 (S02)	\$1,701,540	\$10,000	\$100	\$12,000	141.80
All	Install advanced dilemma zone detection system	Provide Advanced Dilemma-Zone Detection for high speed approaches	0.60 (S04)	\$4,537,440	\$30,000	\$200	\$34,000	133.45
All	Install lane tracking striping for EB LT (in progress)	Install raised pavement markers and striping (Through Intersection)	0.90 (S20PB)	\$1,134,360	\$5,000	\$833	\$21,667	52.35
Pedestrian	Install leading pedestrian interval (LPI)	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	0.40 (S21PB)	\$6,806,160	\$1,000	\$333	\$7,667	887.72
All	Update signal heads to meet current standards	Improve signal hardware: lenses, backplates with retroreflective borders, mounting, size, and number	0.85 (S02)	\$1,701,540	\$10,000	\$100	\$12,000	141.80



Project Template: Location #8 (Intersection Project Type)

Project Name: Fred Waring Dr & Acacia Dr
Agency Name: Palm Desert
Contact Name: Randy Bowman
Email: rbowman@cityofpalmdesert.org

Prepared by: Kimley-Horn
Checked by:
Date: February 2021



Project Location Description & Maps:

Intersection: Fred Waring Dr & Acacia Dr
Examples of Similar Intersections: Fred Waring Dr & Yellow Sage Dr; Frank Sinatra Dr & Rose Ridge Dr



Traffic and Geometric Data:

Collision Data	
Total Collisions	16
Fatal and Injury Collisions	Fatal Injury - 0 Severe Injury - 0 Visible Injury - 2
Top 3 Collision Types (percentage)	Broadside (88%) Head-On (6%) Sideswipe (6%)
Total Nighttime Collisions	1
Wet Surface Collisions	0
Drug and Alcohol Related Collisions	0

Traffic Data	
Number of Approaches	4
Total Entering Vehicles	30,825
Crosswalk Condition	Not marked
Control Type	Unsignalized
Lighting	On SE corner
Highest Posted Speed Limit	45 MPH
Median	Raised median through intersection for LT movements

Collision Breakdown		
Veh vs. Veh	Veh vs. Ped	Veh vs. Bike
16	0	0

Additional Notes:

- The intersection is far too close to the Monterey and Fred Waring Drive intersection and its current configuration restricts the length of the EB left turn lanes on Fred Waring Dr. at Monterey Avenue. This causes problems at both intersections.
- Look at changing access to Acacia and other streets along Fred Waring Drive



Countermeasure Evaluation

Primary Issues	Recommendations	Potential Counter-measures	Crash Modification Factor (LRSM/CMF ID)	20 Year Safety Benefit	Initial Installation Costs	Per Year Maintenance Costs	Total 20-Year Costs	Safety Related B/C
All	Restrict U-turn on LT movements	Create directional median openings to allow (and restrict) left-turns and U-turns (S.I.)	0.50 (NS15)	\$1,888,000	\$1,000	\$100	\$3,000	629.33
All	Intersection warning signs for thru traffic on Fred Waring	Install/Upgrade signs with new fluorescent sheeting (regulatory or warning)	0.85 (R22)	\$566,400	\$1,000	\$100	\$3,000	188.80
All	Yellow flashing beacon over intersection	Install flashing beacons as advance warning (NS.I.)	0.70 (NS09)	\$1,132,800	\$4,000	\$100	\$6,000	188.80
All	Speed feedback signs for eastbound traffic	Install dynamic/variable speed warning signs	0.70 (R26)	\$1,132,800	\$6,000	\$500	\$16,000	70.80
All	Perform gap analysis to improve signal timing	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	0.15 (S03)	\$566,400	\$1,000	\$333	\$7,667	73.88



Project Template: Location #9 (Intersection Project Type)

Project Name: Highway 74 & Bursera Wy
Agency Name: Palm Desert
Contact Name: Randy Bowman
Email: rbowman@cityofpalmdesert.org

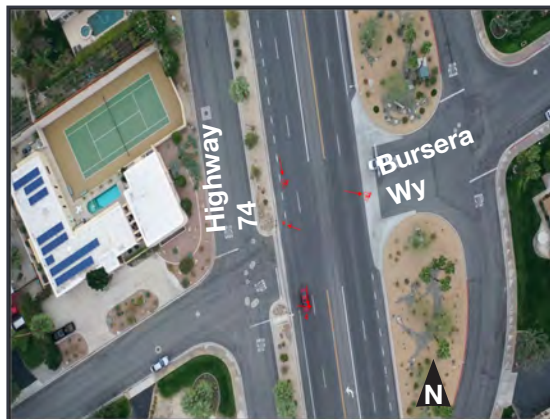
Prepared by: Kimley-Horn
Checked by:
Date: February 2021



Project Location Description & Maps:

Intersection: Highway 74 & Bursera Wy

Examples of Similar Intersections: Highway 74 & Indian Hills Way; Highway 74 & Cahuilla Wy



Traffic and Geometric Data:

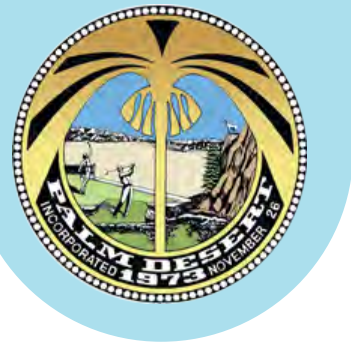
Collision Data	
Total Collisions	7
Fatal and Injury Collisions	Fatal Injury - 0 Severe Injury - 2 Visible Injury - 1
Top 3 Collision Types (percentage)	Broadside (71%) Hit Object (14%) Sideswipe (14%)
Total Nighttime Collisions	2
Wet Surface Collisions	0
Drug and Alcohol Related Collisions	0

Traffic Data	
Number of Approaches	4
Total Entering Vehicles	12,342
Crosswalk Condition	None
Control Type	Unsignalized
Lighting	On NE/SW corners
Highest Posted Speed Limit	55 MPH
Median	None

Collision Breakdown		
Veh vs. Veh	Veh vs. Ped	Veh vs. Bike
5	0	2

Additional Notes:

- Full turning movements at the Highway 74 & Bursera Way is the reason for the high level of broadside collisions. The median should be reconstructed on Hwy 74 to a full solid median that only allows right turn movements into and out of the side street approaches.



Countermeasure Evaluation

Primary Issues	Recommendations	Potential Counter-measures	Crash Modification Factor (LRSM/CMF ID)	20 Year Safety Benefit	Initial Installation Costs	Per Year Maintenance Costs	Total 20-Year Costs	Safety Related B/C
Pedestrian & Bicycle	Install green bicycle striping in conflict zones	Install bike lanes	0.65 (R32PB)	\$217,840	\$10,000	\$250	\$15,000	21.78
All	Conduct signal warrant analysis	Install signals	0.7 (NS03)	\$5,652,840	\$257,500	\$1,000	\$277,750	20.37
All	Install caution beacon (yellow N/S; red E/W)	Install flashing beacons as advance warning (NS.I.)	0.7 (NS09)	\$5,652,840	\$4,000	\$100	\$6,000	1884.28
All	Install speed feedback signs	Install dynamic/variable speed warning signs	0.7 (R26)	\$5,652,840	\$12,000	\$100	\$32,000	176.65



Project Template: Location #10 (Intersection Project Type)

Project Name: Highway 74 & Larkspur Ln
Agency Name: Palm Desert
Contact Name: Randy Bowman
Email: rbowman@cityofpalmdesert.org

Prepared by: Kimley-Horn
Checked by:
Date: February 2021

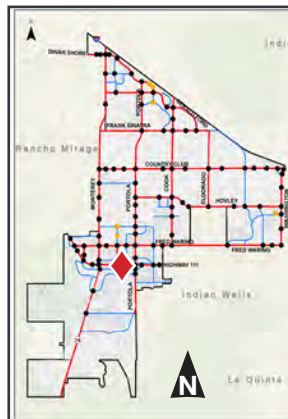


INTERSECTION

Project Location Description & Maps:

Intersection: Highway 74 & Larkspur Ln

Examples of Similar Intersections: Highway 111 & Panorama Ln; Highway 111 & Sage Ln



Traffic and Geometric Data:

Collision Data	
Total Collisions	6
Fatal and Injury Collisions	Fatal Injury - 0 Severe Injury - 0 Visible Injury - 0
Top 3 Collision Types (percentage)	Sideswipe (67%) Rear-End (17%) Broadside (17%)
Total Nighttime Collisions	2
Wet Surface Collisions	0
Drug and Alcohol Related Collisions	0

Traffic Data	
Number of Approaches	4
Total Entering Vehicles	32,614
Crosswalk Condition	None
Control Type	Unsignalized
Lighting	Along Highway 111
Highest Posted Speed Limit	45 MPH
Median	Raised along Hwy 111

Collision Breakdown		
Veh vs. Veh	Veh vs. Ped	Veh vs. Bike
6	0	0

Additional Notes:

- The vegetation in the median should be reviewed to make sure it only grows to less than 36 inches so as to not restrict sight distance for vehicles turning left from Hwy 74 onto Larkspur Lane.
- A right turn deceleration lane should be considered for the Hwy 74 approaches to the Larkspur Lane intersection.
- White channelizers should be installed along the white barrier line of the left turn lane on Hwy 74 to discourage illegal maneuvers into and out of this turn lane.



Countermeasure Evaluation

Primary Issues	Recommendations	Potential Countermeasures	Crash Modification Factor (LRSM/CMF ID)	20 Year Safety Benefit	Initial Installation Costs	Per Year Maintenance Costs	Total 20-Year Costs	Safety Related B/C
All	Install advanced intersection signage / intersection warning signage	Install/ Upgrade signs with new fluorescent sheeting (regulatory or warning)	0.85 (R22)	\$129,000	\$2,000	\$200	\$6,000	21.50
All	Install u-turn restriction signage	Create directional median openings to allow (and restrict) left-turns and U-turns (S.I.)	0.50 (NS15)	\$129,000	\$1,000	\$100	\$3,000	43.00

Appendix B: Analysis Rankings Table – Segments and Intersections

Analysis Rankings – All Segments

Facility	Limits	Collisions	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overtaken	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
Other Principal Arterial																							
MONTEREY AVENUE	DINAH SHORE DR - CITY LIMITS	17	0.5563	62	0	0	1	7	9	1	1	15	0	0	0	0	0	0	13	1	1	2	2
MONTEREY AVENUE	DINAH SHORE DR - MARKETPLACE WAY	13	0.8289	62	0	0	3	4	6	0	2	8	0	1	0	0	1	0	8	2	0	0	0
MONTEREY AVENUE	HOVLEY DR W - VERBENIA RD	9	1.0322	19	0	0	0	2	7	0	1	8	0	0	0	0	0	0	8	1	0	0	0
MONTEREY AVENUE	COUNTRY CLUB DR - SAGEWOOD DR	7	0.2000	12	0	0	0	1	6	0	0	6	0	0	0	0	0	0	6	2	0	0	1
MONTEREY AVENUE	VERBENIA RD - CLANCY LANE/AVENIDA DEL SOL	6	0.0505	11	0	0	0	1	5	1	0	5	0	0	0	0	0	0	5	1	0	0	0
MONTEREY AVENUE	FRED WARING DR - HAHN RD	6	0.0121	11	0	0	0	1	5	2	2	2	0	0	0	0	0	0	2	0	0	0	0
WASHINGTON STREET	TUCSON CIR - CALLE LAS BRISAS	5	2.7022	15	0	0	1	0	4	0	0	5	0	0	0	0	0	0	5	0	0	0	0
FRED WARING DRIVE	ENTRADA LAS BRISAS - WASHINGTON ST	5	1.2239	15	0	0	1	0	4	1	2	2	0	0	0	0	0	1	2	0	0	0	0
MONTEREY AVENUE	GERALD FORD DR- SHADOW RIDGE RD	5	0.1397	15	0	0	1	0	4	0	1	4	0	0	0	0	0	0	3	1	0	0	0

Facility	Limits	Collisions	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overtaken	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
COUNTRY CLUB DRIVE	EASTWOOD LN - HARRIS LN	5	2.0186	178	0	1	1	0	3	0	0	4	0	1	0	0	0	0	4	0	0	0	0
HIGHWAY 111	PLAZA WY - MONTEREY AVE	5	0.0316	5	0	0	0	0	5	0	3	1	0	0	0	0	0	0	1	1	1	0	1
HIGHWAY 111	PAINTERS PATH - FRED WARING DR	5	0.0992	20	0	0	1	1	3	0	2	3	0	0	0	0	0	0	3	0	0	0	0
FRED WARING DRIVE	COOK ST - VIA DEL CHRISTO	4	2.1044	19	0	0	1	1	2	0	0	3	0	0	0	0	0	0	1	0	0	0	0
COOK STREET	HOVLEY LN E - BELMONTE DR	4	0.1328	168	0	1	0	0	3	0	1	2	0	0	0	1	0	0	1	0	0	0	0
WASHINGTON STREET	42ND AVE - WOODHAVEN DR	4	0.7823	14	0	0	0	2	2	0	1	3	0	0	0	0	0	0	3	0	0	0	0
MONTEREY AVENUE	SHADOW RIDGE RD - FRANK SINATRA DR	4	0.1982	14	0	0	1	0	3	0	2	0	0	1	0	0	0	0	0	0	0	1	1
FRED WARING DRIVE	SAN PABLO AVE - CIVIC CENTER PARK ENTRANCE	4	0.0694	4	0	0	0	0	4	0	0	4	0	0	0	0	0	0	3	0	0	0	0
HIGHWAY 111	FRED WARING DR - DESERT CROSSING	4	0.0882	14	0	0	0	2	2	0	1	3	0	0	0	0	0	0	2	0	0	0	0
HIGHWAY 111	DESERT CROSSING - TOWN CENTER WAY	4	0.1722	9	0	0	0	1	3	0	1	1	1	0	0	0	1	0	1	0	0	0	1
HIGHWAY 111	SAN LUIS REY AVE - LARKSPUR LANE	4	0.1269	14	0	0	1	0	3	0	0	4	0	0	0	0	0	0	4	0	0	0	0
FRED WARING DRIVE	PHYLLIS JACKSON LN - SAN YSIDRO CIR	3	0.2185	3	0	0	0	0	3	0	1	2	0	0	0	0	0	0	2	0	1	0	0
PORTOLA AVENUE	CHAPARRAL DR - QUICKSILVER DR	3	0.2528	13	0	0	1	0	2	0	2	0	0	1	0	0	0	0	0	1	1	1	0

Facility	Limits	Collisions	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overtaken	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
COUNTRY CLUB DRIVE	LIBERTY DR - PARK CENTER DR	3	0.1168	8	0	0	0	1	2	0	1	2	0	0	0	0	0	0	2	0	0	0	0
COUNTRY CLUB DRIVE	PARK CENTER DR - EASTWOOD LN	3	1.1451	3	0	0	0	0	3	0	0	3	0	0	0	0	0	0	3	0	0	0	0
WASHINGTON STREET	COUNTRY CLUB DR - HARRIS LN	3	1.1931	3	0	0	0	0	3	0	1	1	1	0	0	0	0	0	1	0	0	0	0
COOK STREET	GERALD FORD DR - UNIVERSITY PARK DR	3	0.2051	172	0	1	0	1	1	0	0	2	0	1	0	0	0	0	2	1	0	0	0
COOK STREET	GERALD FORD DR - CITY LIMITS	3	0.4392	13	0	0	1	0	2	0	1	2	0	0	0	0	0	0	2	1	0	1	0
FRED WARING DRIVE	TOWN CENTER WAY - FAIRHAVEN DR	3	0.1973	3	0	0	0	0	3	1	2	0	0	0	0	0	0	0	0	0	0	0	0
FRED WARING DRIVE	SAN PASCUAL AVE - PORTOLA AVE	3	0.2524	8	0	0	0	1	2	0	2	1	0	0	0	0	0	0	1	0	0	0	0
HIGHWAY 111	SAN LUIS REY AVE - PALM DESERT DR N	3	0.2127	8	0	0	0	1	2	0	0	3	0	0	0	0	0	0	3	1	0	0	1
HIGHWAY 111	PORTOLA AVE - CABRILLO AVE	3	0.2216	8	0	0	0	1	2	0	0	2	0	1	0	0	0	0	2	1	0	0	0
Minor Arterial																							
HOVLEY LANE E	IDAHO AVE - WASHINGTON ST	16	3.3337	45	0	0	3	0	13	11	1	1	2	0	0	1	0	1	0	0	0	0	1
HOVLEY LANE E	CORPORATE WAY - ECLECTIC ST	4	0.1920	9	0	0	0	1	3	0	0	2	0	2	0	0	0	0	2	0	0	0	0
HIGHWAY 74	HAYSTACK AVE - THRUSH RD	4	0.5303	168	0	1	0	0	3	3	0	1	0	0	0	0	0	0	1	0	0	1	0
HIGHWAY 74	EL PASEO - PITHAYA ST	3	0.1359	8	0	0	0	1	2	0	0	3	0	0	0	0	0	0	2	0	0	0	0

Facility	Limits	Collisions	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet	
HOVLEY LANE E	ELDORADO DR - SAND DUNE DR	3	0.1443	13	0	0	0	2	1	0	1	1	0	1	0	0	0	0	1	0	0	0	0	1
Major Collector																								
TAMARISK ROW DRIVE	FRANK SINATRA DR - REGENCY WAY	5	0.8569	24	0	0	2	0	3	0	0	1	1	3	0	0	0	0	2	1	0	1	0	0
FRED WARING DRIVE	PAINTERS PATH - HIGHWAY 111	3	3.0643	3	0	0	0	0	3	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0
MAGNESIA FALLS DRIVE	SAN PABLO AVE - CIVIC CENTER PARK ENTRANCE	3	0.1337	3	0	0	0	0	3	0	1	1	0	1	0	0	0	0	1	0	0	1	0	0
Local																								
JONI DRIVE	COOK ST - VELLE WAY	5	4.7557	15	0	0	0	2	3	2	2	1	0	0	0	0	0	0	0	0	0	0	0	0
3. Local Critical Crash Rate Differential																								
4. Equivalent Property Damage Only Crashes																								

Analysis Rankings – All Intersections

Intersection	Collisions	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
Signalized Intersections																						
MONTEREY AVENUE & FRED WARING DRIVE	62	0.0139	177	0	0	5	13	44	16	13	26	1	2	1	1	1	0	28	2	0	0	2
MONTEREY AVENUE & HIGHWAY 74	61	-0.0158	300	0	1	1	13	46	16	4	29	3	5	0	0	1	0	28	2	3	0	0
MONTEREY AVENUE & DINAH SHORE DRIVE	57	0.1260	688	0	3	4	20	30	15	14	19	2	2	1	0	2	1	28	1	0	0	3
HIGHWAY 111 & FRED WARING DRIVE	53	-0.0130	272	0	1	1	9	42	13	10	23	0	3	0	1	0	0	26	4	0	1	1
SAN PABLO AVENUE & FRED WARING DRIVE	53	0.2326	495	0	2	5	13	33	27	10	9	2	2	0	1	0	1	26	0	2	1	1
PORTOLA AVENUE & HIGHWAY 111	45	-0.1067	159	0	0	7	9	29	20	8	13	0	0	1	1	1	1	23	0	2	1	0
COOK STREET & COUNTRY CLUB DRIVE	40	0.3963	104	0	0	4	5	31	9	5	21	0	3	0	0	0	0	20	5	0	0	0
PORTOLA AVENUE & COUNTRY CLUB DRIVE	38	0.1738	118	0	0	3	10	25	13	7	16	0	2	0	0	0	0	12	4	0	0	0
HIGHWAY 111 & HOSPITALITY ROW	36	-0.0535	131	0	0	3	13	20	1	5	26	0	3	0	1	0	0	28	3	0	0	0
FRED WARING DRIVE & DEEP CANYON ROAD	35	-0.1058	124	0	0	5	8	22	14	7	10	1	1	0	0	1	0	15	4	1	0	1
COUNTRY CLUB DRIVE & MONTEREY AVENUE	34	-0.0037	89	0	0	2	7	25	9	5	15	1	1	1	0	0	0	19	1	0	0	2
HIGHWAY 111 & SAN LUIS REY AVENUE	33	12.9958	609	1	2	4	9	17	8	7	14	0	1	0	0	4	1	19	1	1	1	1
TOWN CENTER WAY & EL PASEO	33	-0.1931	272	0	1	3	9	20	12	4	13	1	1	0	1	0	0	17	3	2	0	2
FRED WARING DRIVE & PORTOLA AVENUE	32	-0.2564	102	0	0	3	8	21	16	2	11	0	1	0	2	0	1	15	2	0	0	1
DEEP CANYON ROAD & HIGHWAY 111	31	-0.1850	80	0	0	3	4	24	8	5	15	0	1	0	0	0	0	15	3	1	0	0
COUNTRY CLUB DRIVE & WASHINGTON STREET	31	1.4282	413	0	2	3	5	21	7	6	14	1	3	0	0	0	2	14	2	4	0	1
GERALD FORD DRIVE & COOK ST	31	0.5667	66	0	0	1	5	25	9	6	11	2	2	0	0	0	0	9	2	2	1	1
COOK STREET & HOVLEY LANE E	30	-0.2111	60	0	0	0	6	24	5	11	13	0	0	0	0	0	0	13	3	2	0	0
EL PASEO & HIGHWAY 74	29	-0.0988	226	0	1	2	3	22	4	2	16	1	4	0	0	1	0	15	1	3	1	0

Intersection	Collisions	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overtuned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
FRED WARING DRIVE & COOK STREET	29	-0.1210	89	0	0	2	8	19	5	7	15	1	1	0	0	0	0	12	3	1	0	0
COUNTRY CLUB DRIVE & HARRIS LANE	29	1.6689	70	0	0	0	8	21	8	2	16	0	1	0	0	1	0	17	2	2	0	3
HIGHWAY 111 & PLAZA WAY	26	-0.2178	86	0	0	3	6	17	8	3	7	0	5	0	0	3	0	8	2	1	0	0
HIGHWAY 111 & DESERT CROSSINGS DR	25	-0.2266	239	0	1	2	6	16	5	4	14	0	0	0	0	1	0	10	1	3	0	2
WASHINGTON STREET & HOVLEY LANE E	24	0.1805	69	0	0	1	7	16	10	5	6	1	2	0	0	0	1	7	1	2	0	0
HIGHWAY 111 & SAN PABLO AVE	20	3.2462	213	0	1	2	2	15	3	4	10	0	0	0	0	1	0	9	0	1	0	0
HAHN ROAD & MONTEREY AVENUE	20	-0.2729	223	0	1	2	4	13	13	0	3	0	3	0	0	0	1	14	1	0	0	0
COUNTRY CLUB DRIVE & OASIS CLUB DRIVE	20	0.3575	35	0	0	1	1	18	7	3	7	1	0	0	2	0	0	10	1	0	0	1
PORTOLA AVENUE & GERALD FORD DRIVE	20	-0.0613	550	0	3	3	2	12	5	2	11	0	1	0	0	1	1	12	0	1	0	2
HIGHWAY 111 & PARK VIEW DRIVE	19	-0.3489	73	0	0	4	3	12	6	5	7	0	1	0	0	0	1	10	3	0	0	0
MONTEREY AVENUE & ALUMNI WAY	19	-0.2777	44	0	0	0	5	14	3	6	8	0	0	0	0	1	0	8	2	1	0	0
FRANK SINATRA DRIVE & COOK ST	19	-0.1453	64	0	0	2	5	12	6	6	5	1	0	0	0	0	0	4	0	0	0	1
TOWN CENTER WAY & ONE QUAIL PLACE	18	-0.3575	63	0	0	2	5	11	5	3	7	1	1	0	0	1	0	3	0	0	1	0
COUNTRY CLUB DRIVE & DESERT WILLOW DRIVE	18	0.7045	48	0	0	1	4	13	4	0	11	0	2	0	0	0	0	12	0	1	0	0
HIGHWAY 111 & CABRILLO AVENUE	17	5.9821	57	0	0	1	6	10	5	4	6	1	0	0	0	0	1	12	1	0	0	0
FRED WARING DRIVE & PHYLLIS JACKSON LANE	17	-0.3438	56	0	0	3	2	12	3	2	10	0	0	0	0	0	0	10	3	0	0	1
COUNTRY CLUB DRIVE & BARINGTON DRIVE	16	0.5291	71	0	0	2	7	7	1	2	13	0	0	0	0	0	2	11	1	0	0	0
FRANK SINATRA DRIVE & PORTOLA AVENUE	16	-0.3344	65	0	0	3	4	9	5	3	8	0	0	0	0	0	1	9	1	0	0	0
MONTEREY AVENUE & MARKETPLACE WAY	15	0.1462	209	0	1	1	4	9	3	3	8	1	0	0	0	0	0	7	4	0	0	0
MONTEREY AVENUE & GERALD FORD DRIVE	14	0.1129	24	0	0	0	2	12	3	2	8	0	1	0	0	0	0	10	0	3	0	0
MAGNESIA FALLS DRIVE & PORTOLA AVENUE	13	-0.4052	53	0	0	2	4	7	2	1	9	0	1	0	0	0	0	8	1	0	2	0
SAN PABLO AVENUE & EL PASEO	12	0.5097	32	0	0	1	2	9	0	6	4	0	1	0	0	1	0	1	0	0	0	0

Intersection	Collisions	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overtuned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
EL PASEO & PORTOLA AVENUE	12	-0.2992	32	0	0	1	2	9	3	5	3	0	0	0	0	0	0	3	0	1	0	0
WASHINGTON STREET & AVENUE OF THE STATES	12	0.1785	205	0	1	3	0	8	3	0	6	0	1	1	0	1	0	5	0	1	0	1
HOVLEY LANE E & PORTOLA AVENUE	12	-0.4398	215	0	1	2	4	5	3	3	2	0	4	0	0	0	0	7	2	1	0	0
HOVLEY LANE W & MONTEREY AVENUE	12	-0.4137	22	0	0	0	2	10	1	4	6	0	0	0	0	0	0	6	1	1	1	0
COUNTRY CLUB DRIVE & ELDORADO DRIVE	12	-0.0965	374	0	2	3	1	6	3	2	4	0	2	0	1	0	0	8	1	0	0	0
FRED WARING DR & WASHINGTON ST	12	59.8315	27	0	0	0	3	9	1	3	7	0	0	0	1	0	0	6	2	1	0	0
EL PASEO & LARKSPUR LANE	11	0.5234	31	0	0	0	4	7	6	0	4	0	0	0	1	0	2	3	0	0	0	2
FRED WARING DRIVE & SAN PASCUAL AVE	11	1.2736	41	0	0	2	2	7	4	2	2	1	0	0	0	2	1	2	0	1	0	0
WASHINGTON STREET & HARRIS LANE	11	0.0908	21	0	0	0	2	9	6	2	1	0	2	0	0	0	0	2	0	0	0	0
COUNTRY CLUB DR & LIBERTY DR	11	54.3521	41	0	0	2	2	7	1	3	6	0	0	0	0	0	0	7	2	0	1	0
FRED WARING DR & COLLEGE OF THE DESERT	10	-0.4705	199	0	1	1	3	5	1	2	6	0	0	0	1	0	1	6	0	0	0	1
COUNTRY CLUB DRIVE & VIA SCENA	10	0.0610	35	0	0	0	5	5	3	0	7	0	0	0	0	0	0	5	1	0	0	1
FRED WARING DRIVE & WARNER TRAIL	9	-0.0846	198	0	1	1	3	4	3	1	5	0	0	0	0	0	0	4	2	0	0	0
AZTEC ROAD & COOK STREET	9	-0.4065	24	0	0	1	1	7	1	1	6	0	0	0	0	1	0	6	0	1	0	0
BEACON HILL & HOVLEY LANE E	9	-0.3951	44	0	0	1	5	3	5	1	2	1	0	0	0	0	0	5	0	0	0	0
PORTOLA AVENUE & DINAH SHORE DRIVE	9	-0.3573	28	0	0	2	0	7	0	1	0	1	7	0	0	0	0	2	1	3	3	0
EL PASEO & SAN LUIS REY AVENUE	8	-0.0520	13	0	0	0	1	7	3	0	3	0	1	0	0	1	0	3	0	0	0	0
COOK STREET & 42ND AVE	8	-0.4034	43	0	0	2	3	3	2	0	4	0	2	0	0	0	0	7	1	0	0	0
TECHNOLOGY DRIVE & TECHNOLOGY DRIVE	8	-0.3588	47	0	0	3	2	3	4	1	1	0	2	0	0	0	0	5	2	0	0	0
DINAH SHORE DRIVE & DINAH SHORE DRIVE	8	-0.1050	18	0	0	0	2	6	2	1	4	0	0	0	1	1	0	2	0	1	0	0
DE ANZA WAY & PORTOLA AVE	7	5.9980	46	0	0	3	2	2	2	2	2	0	0	1	0	0	0	3	1	0	0	0
PORTOLA AVENUE & RUTLEDGE WAY	7	-0.5082	17	0	0	0	2	5	1	1	4	0	0	1	0	0	0	4	0	0	0	0

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ELDORADO DRIVE & HOVLEY LANE E	7	-0.5054	12	0	0	0	1	6	1	1	4	0	1	0	0	0	0	5	1	1	0	0
COUNTRY CLUB DRIVE & PALM VALLEY DRIVE	7	-0.2432	17	0	0	0	2	5	0	4	2	0	0	1	0	0	1	2	0	0	1	0
COOK STREET & UNIVERSITY PARK DR	7	-0.2893	12	0	0	0	1	6	2	0	4	0	1	0	0	0	0	4	0	1	0	0
MONTEREY AVENUE & GRAN VIA	6	-0.5371	6	0	0	0	0	6	0	1	3	0	1	0	0	0	0	2	0	0	1	0
HOVLEY LANE E & WARNER TRAIL	6	-0.5290	21	0	0	1	1	4	2	0	3	0	1	0	0	0	0	5	2	0	0	1
AVENIDA DEL SOL & MONTEREY AVENUE	6	-0.5371	25	0	0	2	0	4	0	0	3	0	2	1	0	0	0	4	0	0	0	0
PORTOLA AVENUE & HOVLEY LANE W	6	-0.5422	180	0	1	0	2	3	1	1	2	1	0	0	1	0	1	2	1	1	0	0
HIGHWAY 74 & SHADOW MOUNTAIN DRIVE	5	-0.5421	40	0	0	2	3	0	3	0	1	0	0	1	0	0	0	2	2	0	0	0
TOWN CENTER WAY & HAHN ROAD	5	-0.5201	179	0	1	0	2	2	1	2	0	0	0	0	0	2	0	0	0	0	0	0
FRED WARING DRIVE & CALIFORNIA AVENUE	5	-0.3998	5	0	0	0	0	5	0	1	4	0	0	0	0	0	0	3	2	0	0	0
WASHINGTON STREET & MOUNTAIN VIEW	5	-0.4154	15	0	0	1	0	4	1	1	3	0	0	0	0	1	0	3	0	1	1	1
PORTOLA AVE & VIA VENEZIA	5	21.4754	15	0	0	0	2	3	1	1	3	0	0	0	0	0	1	3	0	0	0	0
HOVLEY LANE E & CORPORATE WAY	5	-0.5446	174	0	1	0	1	3	2	0	2	0	1	0	0	0	0	2	2	0	0	0
DESERT FALLS PARKWAY & COUNTRY CLUB DRIVE	5	-0.4258	10	0	0	0	1	4	2	1	2	0	0	0	0	0	0	2	1	0	0	0
COOK STREET & MERLE DRIVE	4	-0.5817	14	0	0	0	2	2	0	1	1	0	0	0	0	2	0	1	0	0	0	0
MONTEREY AVENUE & DICK KELLY DR	4	-0.2606	4	0	0	0	0	4	2	1	1	0	0	0	0	0	0	1	2	0	0	0
DINAH SHORE DRIVE & GATEWAY DRIVE	4	-0.5139	9	0	0	0	1	3	0	2	1	1	0	0	0	0	0	0	1	0	0	0
INDIAN RIDGE DRIVE & HOVLEY LANE E	3	-0.6113	8	0	0	0	1	2	0	0	3	0	0	0	0	0	0	3	0	0	0	0
OASIS CLUB DRIVE & HOVLEY LANE E	3	-0.6083	8	0	0	0	1	2	1	0	2	0	0	0	0	0	0	2	2	0	0	0
COLLEGE DRIVE & PORTOLA AVE	3	-0.1549	27	0	0	2	1	0	0	0	0	1	1	0	0	1	0	0	0	1	0	0
SHADOW RIDGE ROAD & MONTEREY AVE	3	1.0462	13	0	0	1	0	2	1	0	2	0	0	0	0	0	0	3	0	0	0	0
DICK KELLY DRIVE & GATEWAY DRIVE	3	-0.5393	8	0	0	0	1	2	2	1	0	0	0	0	0	0	0	0	0	0	0	0
TONI WAY & DINAH SHORE DRIVE	3	-0.6032	3	0	0	0	0	3	2	0	1	0	0	0	0	0	0	1	1	0	0	0

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Unsignalized Intersections																						
FRED WARING DRIVE & ACACIA DRIVE	16	0.1504	71	0	0	2	7	7	14	1	0	1	0	0	0	0	0	0	0	0	0	0
EL PASEO & OCOTILLO DRIVE	13	2.1608	42	0	0	3	0	10	4	5	1	0	0	0	1	1	0	2	2	0	1	0
MAGNESIA FALLS DRIVE & MONTEREY AVENUE	11	0.0893	55	0	0	4	1	6	3	1	3	0	4	0	0	0	2	3	2	0	0	0
HIGHWAY 111 & LUPINE LANE	10	0.0351	25	0	0	1	1	8	1	2	6	0	1	0	0	1	0	6	2	0	1	0
FRED WARING DR & CIVIC CENTER PARK ENTRANCE	10	0.0473	25	0	0	0	3	7	1	1	6	0	2	0	0	0	1	6	0	0	1	0
PORTOLA AVENUE & FAIRWAY DRIVE	9	0.1499	29	0	0	1	2	6	5	2	1	0	0	0	0	0	1	2	0	0	0	1
PORTOLA AVENUE & LARREA STREET	9	0.1696	28	0	0	2	0	7	3	2	1	0	1	0	0	2	0	0	0	0	0	0
YELLOW SAGE DRIVE & FRED WARING DRIVE	9	0.6097	58	0	0	3	4	2	3	0	2	0	4	0	0	0	0	3	0	0	0	0
WASHINGTON STREET & CALLE LAS BRISAS S	9	0.6436	34	0	0	1	3	5	2	3	3	0	0	0	1	0	0	3	0	0	0	0
COOK ST & FRANCONIA CT	9	8.7983	29	0	0	1	2	6	4	1	2	0	1	0	0	0	0	3	1	1	3	0
EL PASEO & LUPINE LANE	8	0.8008	8	0	0	0	0	8	5	1	1	0	0	0	1	0	0	2	3	0	0	0
SHADOW HILLS ROAD & HIGHWAY 111	8	0.0017	32	0	0	2	1	5	1	1	6	0	0	0	0	0	0	6	1	0	0	0
HAHN ROAD & MONTEREY AVENUE	8	0.0209	182	1	0	0	2	5	0	2	0	0	3	0	0	2	1	0	0	0	1	0
FRED WARING DR & FAIRHAVEN DRIVE	8	0.0082	23	0	0	1	1	6	4	2	1	0	1	0	0	0	0	0	0	0	0	0
PRIMROSE DRIVE & FRED WARING DRIVE	8	0.0108	192	0	1	0	4	3	1	1	6	0	0	0	0	0	0	5	2	0	0	0
HIGHWAY 74 & BURSERAY WAY	7	34.5448	354	0	2	1	2	2	5	1	0	0	1	0	0	0	2	1	0	0	0	0
SAGE LANE & HIGHWAY 111	7	-0.0149	26	0	0	2	0	5	2	1	0	0	2	0	1	1	0	0	0	1	0	0
FRED WARING DRIVE & TENNESSEE AVENUE	7	0.4416	27	0	0	1	2	4	2	1	1	1	1	0	0	0	0	0	1	0	1	0
MONTEREY AVENUE & ARBOLEDA AVENUE	7	0.0154	176	0	1	0	1	5	3	1	3	0	0	0	0	0	0	3	0	1	0	0
HOVLEY LANE E & IDAHO ST	7	0.0424	27	0	0	0	4	3	4	2	1	0	0	0	0	0	0	1	0	0	0	0
HOVLEY LANE W & GLENWOOD LN	7	2.4975	17	0	0	0	2	5	2	2	2	0	0	0	0	0	1	2	0	1	0	0

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HIGHWAY 111 & DE ANZA WAY	6	3.5838	26	0	0	1	2	3	0	1	4	0	0	0	0	0	0	4	1	0	0	0
HIGHWAY 111 & LARKSPUR LANE	6	29.0654	16	0	0	0	2	4	1	4	1	0	0	0	0	0	0	1	0	0	0	0
HIGHWAY 111 & SAN MARCOS AVE	6	3.5838	16	0	0	0	2	4	3	1	2	0	0	0	0	0	0	2	1	0	0	0
HIGHWAY 111 & PALM DESERT DR N	6	3.5838	6	0	0	0	0	6	1	3	2	0	0	0	0	0	0	1	1	0	0	0
DESERT COUNTRY CIRCLE & COUNTRY CLUB DRIVE	6	0.3238	170	0	1	0	0	5	0	0	1	1	4	0	0	0	0	1	0	0	0	0
COOK STREET & MARKETPLACE DR S	6	0.3447	16	0	0	0	2	4	4	1	0	0	1	0	0	0	0	0	0	0	0	0
COOK STREET & MARKETPLACE DR N	6	0.3238	36	0	0	2	2	2	5	0	0	0	0	0	0	0	0	0	0	0	0	0
PORTOLA AVENUE & GRAPEVINE STREET	5	0.0556	15	0	0	1	0	4	2	0	1	0	1	0	1	0	1	3	0	0	2	0
EL PASEO & PLAZA WAY	5	0.0801	20	0	0	1	1	3	3	0	2	0	0	0	0	0	1	3	2	0	1	0
SAGE LANE & EL PASEO	5	0.3898	10	0	0	0	1	4	3	0	2	0	0	0	0	0	0	1	0	0	0	0
HIGHWAY 111 & PANORAMA DR	5	2.8532	25	0	0	1	2	2	2	0	1	0	0	1	0	0	0	0	0	1	0	1
HIGHWAY 111 & LAS PALMAS AVENUE	5	2.8532	25	0	0	1	2	2	1	1	2	0	0	0	0	0	0	3	0	0	0	0
SAN PABLO AVENUE & ALESSANDRO DRIVE	5	0.1996	29	0	0	2	1	2	3	0	1	0	0	0	1	0	0	1	0	1	0	0
FRED WARING DRIVE & SAN LUIS DRIVE	5	-0.0438	10	0	0	0	1	4	2	2	1	0	0	0	0	0	0	1	0	0	0	0
FRED WARING DRIVE & VIA DEL CHRISTO	5	0.2450	20	0	0	1	1	3	0	1	2	0	0	0	0	0	0	2	0	1	1	0
VIA CINTA & HOVLEY LANE E	5	0.0188	183	0	1	1	1	2	2	0	0	0	3	0	0	0	1	2	0	0	1	1
WASHINGTON STREET & WOODHAVEN LANE	5	0.2450	25	0	0	1	2	2	2	1	1	0	1	0	0	0	0	2	0	0	0	0
REGENCY WAY & COUNTRY CLUB DRIVE	5	0.2450	20	0	0	0	3	2	2	0	3	0	0	0	0	0	0	3	0	0	0	0
COOK STREET & COURTYARD BY MARRIOTT ENTRANCE	5	0.2450	10	0	0	0	1	4	0	4	1	0	0	0	0	0	0	1	1	0	0	0
HIGHWAY 74 & PITAHAYA STREET	4	-0.0393	34	0	0	2	2	0	2	1	1	0	0	0	0	0	0	2	0	0	0	0
PALM DESERT DRIVE N & HIGHWAY 111	4	-0.0649	9	0	0	0	1	3	1	1	1	1	0	0	0	0	0	1	0	0	0	0
HIGHWAY 111 & HAHN ROAD	4	-0.0647	14	0	0	1	0	3	0	2	0	0	2	0	0	0	0	0	0	0	0	0
EL PASEO & PAINTERS PATH	4	0.0255	14	0	0	0	2	2	3	0	1	0	0	0	0	0	0	0	0	0	0	0

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PORTOLA AVENUE & ALESSANDRO DRIVE	4	-0.0462	23	0	0	2	0	2	2	0	1	0	1	0	0	0	2	0	0	2	0	0
DEEP CANYON ROAD & ALESSANDRO DRIVE	4	0.0235	28	0	0	2	1	1	3	0	0	0	0	0	0	1	1	0	0	0	2	0
SAN PABLO AVENUE & GUADALUPE AVENUE	4	0.1332	9	0	0	0	1	3	2	0	2	0	0	0	0	0	1	0	0	0	1	0
SAN PABLO AVENUE & CATALINA WAY	4	0.1332	9	0	0	0	1	3	1	2	0	0	1	0	0	0	0	0	0	0	0	0
PORTOLA AVENUE & RANCHO ROAD	4	-0.0432	14	0	0	0	2	2	1	0	2	0	1	0	0	0	0	2	0	0	0	0
WASHINGTON STREET & TUCSON CIRCLE	4	0.1454	9	0	0	0	1	3	1	2	0	0	1	0	0	0	0	0	0	0	0	0
VELIE WAY & COOK STREET	4	-0.0564	9	0	0	0	1	3	1	0	2	0	1	0	0	0	0	1	0	0	0	0
42ND AVENUE & ECLECTIC STREET	4	0.2796	9	0	0	0	1	3	3	0	0	1	0	0	0	0	0	1	0	0	0	0
COOK STREET & RIVIERA DRIVE	4	-0.0560	9	0	0	0	1	3	0	3	0	0	0	0	0	0	0	0	0	1	0	1
COUNTRY CLUB DRIVE & SAGEWOOD LN	4	0.1590	4	0	0	0	0	4	2	2	0	0	0	0	0	0	0	0	0	0	0	0
COUNTRY CLUB DRIVE & PLAZA DEL SOL	4	0.1454	19	0	0	0	3	1	0	0	2	0	1	0	0	0	0	4	1	0	0	0
FRANK SINATRA DRIVE & ELDORADO DRIVE	4	0.0127	177	0	1	1	0	2	2	1	1	0	0	0	0	0	0	1	0	2	1	0
LEILANI WAY & DINAH SHORE DRIVE	4	0.1332	19	0	0	1	1	2	2	0	0	0	2	0	0	0	0	0	0	0	1	0
PALM DESERT DRIVE S & DEEP CANYON ROAD	3	0.2223	3	0	0	0	0	3	2	1	0	0	0	0	0	0	0	0	0	0	0	0
SAGE LANE & PALM DESERT DRIVE S	3	0.2054	8	0	0	0	1	2	3	0	0	0	0	0	0	0	0	1	0	0	0	0
ALESSANDRO DRIVE & SANTA ANITA AVENUE	3	0.2910	13	0	0	0	2	1	0	0	1	1	0	1	0	0	0	1	0	0	0	0
SAN GORGONIO WAY & SAN ANTONIO CIRCLE	3	0.1737	8	0	0	0	1	2	1	1	1	0	0	0	0	0	0	0	1	0	0	0
SAN PASCUAL AVENUE & SANTA ROSA WAY	3	0.1158	3	0	0	0	0	3	3	0	0	0	0	0	0	0	0	1	0	0	0	0
SAN PABLO AVENUE & SANTA ROSA WAY	3	0.2793	13	0	0	1	0	2	0	0	1	1	1	0	0	0	0	1	1	0	1	0
ADONIS DRIVE & FRED WARING DRIVE	3	-0.0803	13	0	0	0	2	1	0	1	2	0	0	0	0	0	0	2	0	0	0	0
FRED WARING DRIVE & SAN YSIDRO CIRCLE	3	-0.0801	3	0	0	0	0	3	0	0	1	0	1	0	0	0	0	2	0	0	0	0
FRED WARING DRIVE & GOLETA AVE	3	-0.0803	8	0	0	0	1	2	0	1	2	0	0	0	0	0	0	2	0	0	0	0
COOK ST & SANTA FE TRAIL	3	-0.0777	8	0	0	0	1	2	1	2	0	0	0	0	0	0	0	0	0	0	0	0

Intersection	Collisions	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
PARK VIEW DRIVE & ONE QUAIL PLACE	3	0.0093	22	0	0	2	0	1	0	1	1	0	0	0	1	0	0	1	2	0	0	0
MAGNESIA FALLS DRIVE & PALM DESERT MOBILE ESTATES	3	-0.0099	18	0	0	1	1	1	3	0	0	0	0	0	0	0	1	0	0	0	0	0
MAGNESIA FALLS DRIVE & RUTLEDGE WAY	3	0.0336	3	0	0	0	0	3	0	0	1	1	1	0	0	0	0	0	0	0	0	0
WARNER TRAIL & CALIFORNIA DRIVE	3	0.0641	3	0	0	0	0	3	1	0	1	0	1	0	0	0	0	0	0	0	0	0
JONI DRIVE & COOK STREET	3	-0.0775	3	0	0	0	0	3	1	1	0	0	1	0	0	0	0	0	0	1	0	0
WARNER TRAIL & MICHIGAN DRIVE	3	0.1158	3	0	0	0	0	3	1	0	1	0	0	0	1	0	0	1	0	0	1	1
CREST LAKE DRIVE & COOK STREET	3	0.0458	3	0	0	0	0	3	0	2	0	0	0	0	0	0	0	1	0	0	0	0
Roundabout Intersections																						
SAN PABLO AVENUE & SAN GORGONIO WAY*	11	-0.2208	16	0	0	0	1	10	8	0	0	0	0	0	1	1	1	6	2	0	1	1
AVE OF THE STATES & CALIFORNIA DR/MICHIGAN DR	5	20.7944	20	0	0	1	1	3	0	1	0	1	3	0	0	0	0	1	2	0	0	0
DINAH SHORE & ATHENA POINT	4	15.3150	24	0	0	1	2	1	0	0	0	0	3	0	1	0	0	3	1	0	1	0
SAN PABLO AVENUE & COLLEGE OF THE DESERT	2	-0.9826	7	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
MAGNESIA FALLS DRIVE & SAN PABLO AVENUE	2	-0.9354	166	0	1	0	0	1	2	0	0	0	0	0	0	0	1	1	0	0	0	0
COLLEGE DRIVE & PACIFIC AVE	2	-0.9843	12	0	0	1	0	1	0	1	0	0	2	0	0	0	0	0	0	0	0	0

1. Local Critical Crash Rate Differential

2. Equivalent Property Damage Only Crashes

* Collision data was gathered before intersection was reconstructed as a roundabout.

**CITY OF PALM DESERT
PROFESSIONAL SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **14th** day of **December, 2023**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578 ("City") and *****INSERT NAME OF COMPANY*****, **Choose an item.**, with its principal place of business at *****INSERT ADDRESS***** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Project.

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

Vision Zero Strategy
(hereinafter referred to as "the Project").

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such services.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I" and attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

3.1.2 Term. The term of this Agreement shall be from December 14, 2023, to June 30, 2025, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates.

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers,

directors, employees, or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: *****INSERT NAME AND/OR TITLE OF CONSULTANT'S REPRESENTATIVE*****.

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

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the

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

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations

in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manger may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(D) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, volunteers, and representatives.

(E) Umbrella or Excess Liability Insurance. Consultant may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrency of effective dates with primary policies; and
- (4) Policies shall "follow form" to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(F) Fidelity Coverage. Reserved.

(G) Cyber Liability Insurance. Reserved.

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the Agreement.

3.2.11.2 Other Provisions or Requirements.

(A) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, volunteers, and representatives or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its elected or appointed officers, agents, officials, employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, volunteers and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subconsultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City and the City's Risk Manager reserve the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies of this Section.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed (XXX) without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Consultant shall submit to City monthly invoices which provide a detailed description of the Services and hours rendered by Consultant. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Consultant shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Consultant to submit a timely invoice may constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply

with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof,

at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

3.6.1.3 Early Termination. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the City Council fails to appropriate or allocate funds for future payment under the Agreement after exercising reasonable efforts to do so, the City may upon seven (7) days' written notice, order work on the Project to cease. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation.

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

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

Consultant: [INSERT BUSINESS NAME]
[INSERT STREET ADDRESS]
[INSERT CITY STATE ZIP]
ATTN: [INSERT NAME AND TITLE]

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: Chris Gerry

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

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be

prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such

materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, agents, volunteers and representatives from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, agents, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, volunteers, or representatives.

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful

misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

3.6.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

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

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

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

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

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid,

illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

Sample

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND *****INSERT COMPANY NAME, ALL CAPS*******

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

*****INSERT NAME OF CONSULTANT*** (All CAPS)], Choose an item.**

By: _____
L. Todd Hileman
City Manager

**[IF CORPORATION, TWO SIGNATURES,
PRESIDENT OR VICE PRESIDENT AND
SECRETARY OR TREASURER REQUIRED]**

Attest:

By: _____

Its: _____

By: _____
Anthony J. Mejia
City Clerk

Printed Name: _____

**[DELETE THE FOLLOWING SIGNATURE LINE
AND SECOND NOTARY ACKNOWLEDGEMENT
IF SECOND SIGNATURE NOT REQUIRED]**

Approved as to form:

By: _____

Its: _____

By: _____
Best Best & Krieger LLP
City Attorney

Printed Name: _____

QC: _____

Insurance: _____

Initial Review

Final Approval

EXHIBIT "A"

SCOPE OF SERVICES

*****INSERT SCOPE*****

Sample

Contract No. _____

EXHIBIT "A-I"

FEDERALLY REQUIRED PROVISIONS FOR SERVICES

SEE FOLLOWING PAGES

Sample

Exhibit "A-I"

U.S. DEPARTMENT OF TRANSPORTATION
EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

February 8, 2023

Sample

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2022 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

- 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
 - ee. Freedom of Information Act – 5 U.S.C. 552, as amended
 - ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
 - gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
 - hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
 - ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
 - jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
 - kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
 - ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
 - mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
 - nn. Wilderness Act – 16 U.S.C. 1131-1136
 - oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
 - pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
 - qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
 - rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
 - ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1

- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT’s implementation of DOJ’s ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT’s implementing ADA regulations for transit services and transit vehicles, including the DOT’s standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2022 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139

- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Length, Width and Weight Limitations – 23 C.F.R. Part 658
- f. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- g. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- h. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2022 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

Sample

EXHIBIT B
ADDITIONAL STANDARD TERMS

Sample

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 SS4A grant program.

Sample

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Sample

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2022 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Sample

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered

transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition. If**

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

Sample

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

Sample

EXHIBIT C
QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS:
FORMAT AND CONTENT

- 1. Purpose.** The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2022 SS4A grant program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

- 2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.
 - (a) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.

 - (b) Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

 - (c) Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

 - (d) Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.

 - (e) Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

(h) Certifications.

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 C.F.R. 200.415(a).

**EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “Agreement”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

[Recipient name] states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

	By:	
Date		Signature of Recipient’s Authorized Representative
		[insert name]
		Name
		[insert title]
		Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

_____ By: _____
Date Signature of USDOT's Authorized Representative

[insert name]

Name

[insert title]

Title

Sample

EXHIBIT "B"

SCHEDULE OF SERVICES

*****INSERT SCHEDULE*****

Sample

EXHIBIT "C"
COMPENSATION

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES*****

Sample