

CITY OF HOLLISTER

Safe Streets for All Plan and Grant Administration

This professional services agreement (“Agreement”) is made and entered into effective _____, 20__ (the “Effective Date”), by and between the City of Hollister (“City”) and Iteris Inc. (“Contractor” and together with City, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to City (collectively, the “Basic Services”): develop a Safe Streets For All Plan (the “Plan”) and provide grant administration services (as further described in *Exhibit A* to this Agreement) (“Project”). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by professionals specially qualified to provide the services required by the City.

1.1 **Additional Services.** Contractor shall provide services related to the Project other than Basic Services (“Additional Services”) if directed in writing by City to perform specific Additional Services. In such cases, Contractor shall provide City with the cost to provide the Additional Services and the time necessary to complete the services. Contractor shall not proceed to perform any such required Additional Services until City has determined that such service is beyond the scope of the Basic Services to be provided, is required, and has given written authorization to perform the service. Each additional service so authorized shall constitute an amendment to this agreement, shall be identified and sequentially numbered as “Additional Contractor Service no. 1” and so forth, shall be subject to all of the provisions of this agreement, and shall be attached as a new exhibit entitled “EXHIBIT C: SCOPE OF CONTRACTOR SERVICES-ADDITIONAL; COMPLETION SCHEDULE”.

1.2 **Changes to Scope of Work-Basic Services.** City may at any time, and upon a minimum of ten (10) days written notice, modify the scope of Basic Services to be provided under this agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Contractor as to the extent of said impacts to time and compensation, an amendment to the Agreement shall be prepared describing such changes. Execution of the amendment by City and Contractor shall constitute the Contractor’s notice to proceed with the changed scope.

2. **Contractor Qualifications.** Contractor represents and warrants to City that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The initial term for performance of the Services shall begin upon execution of the Agreement by both parties and shall end upon acceptance of the Plan by granting agency and after final reporting, submission, and acceptance of all grant documents and final reimbursements by the granting agency (tentatively July 2027) (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services during the Term. Written notice by the City Manager or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by City, City shall be under no further obligation to Contractor, monetarily or otherwise, and City may proceed with the work in any manner City deems proper.

4. **Termination.** City may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes City to potential liability or may cause an increase in City’s insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; or (5) a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** City agrees to pay Contractor based on the rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these rates over the course of this Agreement, except as provided in Section 5.1 below. City agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation that City reasonably requests. Contractor shall not submit its invoices to City more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **CPI Adjustment.** Contractor shall be entitled to an increase to the rates listed in *Exhibit B* on each annual anniversary of the agreement at a rate determined using the U.S. Bureau of Labor Statistics San Francisco-Oakland-San Jose, CA Consumer Price Index (“CPI”) for the month of April. If the CPI is greater than the last published CPI of the previous year, the costs will be increased proportional to the percentage change in the CPI index. If the CPI is less than the last published CPI of the previous year, then the costs will remain the same. The maximum increase in the rates in any contract year may not exceed 3.5%. The increase shall take effect on the first day of the month following the anniversary date.

5.2 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor’s expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless City and its agents, representatives, officers, consultants, employees, and City Council (collectively, the “City Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the “Claims”) directly or indirectly

arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the City or the City Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or City described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against City by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against City alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, City shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented, or loaned to Contractor or the Contractor Parties by City. Furthermore, City may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to City and subject to City's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The minimum scope and limit of insurance is contained in *Exhibit D*.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of City in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for City, which are outside the usual course of City's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of City, and are not entitled to benefits of any kind or nature normally provided to employees of City and/or to which City's employees are normally entitled.

10. **Taxes.** All payments made by City to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. City will not withhold any money

from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Confidential Information.** All City information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by City or required by law.

12. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit B* shall provide the services set forth herein and shall be the people primarily in charge of such work. No other individuals may provide services for Contractor on this project without first obtaining the written approval of the City Manager or designee.

13. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of City. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

14. **Conflict of Interest.** Contractor warrants that neither Contractor, nor any of its employees, agents, or subcontractors, has an actual or potential conflict of interest with the City in respect to the Services to be performed under this Agreement for the City. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the City.

15. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the City Council, City shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the City. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

16. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the City Council, or City Manager if authorization is given by City Council.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Benito subject to transfer of venue under applicable

State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the City.

19. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

20. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

21. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

22. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

23. **Liability of City.** Notwithstanding anything stated herein to the contrary, City shall not be liable for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits in connection with this Agreement.

24. **Time.** Time is of the essence for performance of the Services under this Agreement.

25. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

26. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to City for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

27. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement ("Documents") shall be and shall remain the property of the City for all purposes, not only as they relate or may relate to the Services but as they relate or

may relate to any other project. Contractor will provide the City with a complete set of Documents, and will retain, on the City's behalf, the originals, or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to City any original documents it has retained under this Agreement upon request by the City.

28. Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents ("Intellectual Property") not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the City is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the City in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

30. Ambiguity. The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

31. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

33. Warranty of Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

34. Mediation. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third-party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties

cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

35. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the City's versions of these forms, which the City shall make available upon request.

* * * * *

(Signature page follows)

CITY OF HOLLISTER

CONTRACTOR:

By: _____

By: _____

Name: Roxanne Stephens

Name: Steven Bradley, PE

Title: Mayor

Title: Senior Vice President

Address for City Notices:

Address for Contractor Notices:

Public Works Director

Iteris Inc.

1321 South Street

1700 Carnegie Ave., Suite 100

Hollister CA 95023

Santa Ana, Ca 92705-5551

EXHIBIT A

Scope of Services

In addition to the tasks listed below, Consultant shall provide ongoing grant administration support, including quarterly reports, reimbursement requests, and other related duties until acceptance of the plan by granting agency and after final reporting, submission, and acceptance of all grant documents and final reimbursements by the granting agency (tentatively July 2027).

TASK 1. PROJECT MANAGEMENT

Kick-off Meeting and Coordination Meetings

Consultant will conduct a project kickoff meeting with the City of Hollister staff. The outcomes of the kick-off will be included in the Project Management Plan to outline the detailed work plan and schedule.

Project Management Plan

As part of project initiation, Consultant will develop a detailed Project Work Plan and Schedule to guide the successful and timely execution of the City of Hollister's SS4A Action Plan. This comprehensive work plan will define all key tasks, milestones, engagement touchpoints, deliverables, and decision points, aligning them with federal SS4A guidelines, City goals, and stakeholder expectations. It will include a clearly defined timeline structured around project phases—such as kickoff, a needs phase of engagement and technical efforts, review of potential solutions, project prioritization, final plan development, and policy changes. Each task will be mapped with corresponding start and end dates, responsible parties, review and approval windows, and dependencies in consultation with City staff to ensure alignment with internal review processes. The plan will be a living document, updated regularly to reflect real-time progress, challenges, and adjustments, and will include built-in flexibility to accommodate emerging issues or opportunities.

Progress Meetings/Reports

Consultant will conduct ongoing monthly meetings over the duration of the project and may conduct more frequent meetings (bi-weekly) during certain stages of the project when there is a need. Consultant will develop meeting agendas and circulate meeting notes for each meeting.

Quality Control Plan

Consultant will ensure commitment to the objectives in their Quality Assurance / Quality Control (QA/QC) program by identifying goals at the outset of the project and monitoring the product implementation and delivery process.

Deliverables

- Meeting Agendas and Minutes
- Detailed Work Plan and Schedule

- Monthly Progress Reports including supporting data
- Quality Control Plan

TASK 2. STAKEHOLDER OUTREACH

Stakeholder Mapping & Engagement Plan

Consultant will collaborate closely with City of Hollister staff to identify and map key stakeholders. These include government agencies, advocacy groups, law enforcement, school administrators, community-based organizations, and other relevant stakeholders. Special emphasis will be placed on engaging historically underserved, low-income, and linguistically isolated communities to ensure their voices are heard and reflected in the planning process through targeted and multilingual outreach. Following this mapping process, a comprehensive Engagement Plan will be developed to outline outreach tools, engagement methods, timelines, and responsible parties.

Integrating Community Feedback into the Planning Process

During each phase of public outreach, Consultant will follow a structured process to collect, analyze, and apply community input:

- **Collect and Organize Feedback**

Gather input from all engagement activities (e.g., meetings, events, surveys, interviews, comment cards, and emails). Organize responses into categories such as safety concerns, infrastructure needs, enforcement issues, and equity considerations.

- **Map Feedback Geographically**

Use Geographic Information System (GIS) tools to map location-specific comments (e.g., unsafe intersections, poorly lit areas, or speeding zones near schools). Overlay this data with crash history, demographic data, and environmental risk factors to identify priority areas.

- **Synthesize Themes into Priorities**

Identify common issues raised by multiple groups (e.g., lack of sidewalks, unsafe crossings, or speeding). Translate recurring themes into clear problem statements that can guide goal setting and solution development.

- **Integrate Feedback into the Needs Assessment**

Use community input to validate or refine findings from the technical analysis. Highlight community-confirmed safety "hot spots" as critical focus areas in the Action Plan.

- **Inform Actionable Strategies**

Ensure final recommendations address both technical data and community-expressed concerns. Include a mix of infrastructure and non-infrastructure strategies—such as enforcement, education, and signage—based on public priorities.

Engagement Phase 1: Needs Identification

This task will be conducted concurrently with Task 3: Data Collection and Task 4: Data Analysis to allow for cross-validation of public perceptions and technical data. Outreach methods include

public workshops, school engagement, focus groups, community events, and online surveys to maximize participation and ensure inclusive input. Consultant will provide an interactive web map for members of the public to identify and describe safety issues. The goal setting and emphasis area development will occur during this phase and may include some technical analysis to inform specific objectives of the Plan.

Engagement Phase 2: Solution Development

Consultant will formulate preliminary strategies, using community input to review, refine, and prioritize proposed safety improvements.

Engagement Phase 3: Public Review

Consultant will invite the stakeholder to see how their input shaped the Plan. During this phase, all the proposed and prioritized solutions are made available to the public for review and comment. Consultant will create a framework of a safety campaign for Hollister, which can be a component of a future SS4A implementation grant.

As a part of this effort, Consultant will use several engagement formats:

- Virtual Community Meetings - Plan and Implement virtual community meetings that will focus on educating the community for the need for the project, the process for developing the plan, and when and how community input will be requested.
- Community Based Organizations Partnership Program - develop partnerships with up to five (5) CBOs to support project engagement through participant recruitment, amplifying messages, promoting events, and providing input related to project content when needed
- Focus Groups – Implement and facilitate focus groups to hear from community members and/or organizational staff representing specific audiences, such as commuters, business and tourism organizations, youth, older adults, monolingual Spanish speakers, and other identified historically marginalized communities.
- Community Workshops - plan and implement workshops to educate and gather input from audiences on adaptation strategy recommendations, prioritization, and tradeoffs, including options for traditional workshops and/or guided tours as needed to focus on a specific location.
- Surveys – Develop and host digital surveys to collect location-specific input on policy recommendations and preferred safety measures.
- Pop-Up Events – Plan and implement pop-up events to educate and gather input from community members at locations they go.

The quantity and location of the engagement formats will be detailed in the engagement plan.

These events will be facilitated with consistent project presentations, display boards, factsheets, talking points, and frequently asked questions. All input will be summarized within a consolidated engagement tracker and summarized for each phase of the project.

As part of the program of safety countermeasures, Consultant will assist City of Hollister staff in a framework for a safety campaign.

Deliverables

- Public Engagement Plan and Schedule
- Survey Content
- Engagement and educational materials and outreach content
- Final Plan that consolidating the Public Feedback

TASK 3. DATA COLLECTION

For this task, Consultant will work in close collaboration with the City of Hollister staff to develop a detailed and comprehensive data collection plan. This plan will address all critical aspects of the project, including identifying data requirements, defining methodologies, and setting clear timelines. Once finalized, the plan will be shared with Consultant's traffic count firm (IDAX Data Solutions), with Mr. Daly overseeing coordination to ensure efficient and accurate data gathering that aligns with the project's objectives. The list below provides a sample of the data to be collected as part of this task.

- **Crash Data:** Statewide Integrated Traffic Records System (SWITRS), Transportation Injury Mapping System (TIMS), and/or local California Highway Patrol (CHP) records for the past five years to identify safety hotspots and crash trends.
- **Field Review:** Infrastructure, intersection control, sightlines, land use, and other contextual factors will be documented for the 50 priority locations.
- **Multimodal Traffic Counts:** Manual and automated counts for pedestrian, bicycle, and vehicular activity.
- **Travel Behavior and Congestion Data:** Volumes, speeds, and travel patterns from StreetLight or Iteris ClearGuide. A detailed description of the Iteris ClearGuide is described in Task 4.
- **Roadway Characteristics:** Inventory and field audits to assess infrastructure, signage, and physical conditions.
- **Transit Ridership Data:** Collected from Local Transit Agency.
- **Equity and Demographic Data:** From the U.S. Census Bureau, to identify underserved and vulnerable populations.
- **School-Related Data:** Enrollment, traffic flow, and safety conditions from local school districts.
- **Park Access and Usage Data:** Data on public parks, including access routes, usage levels, pedestrian/bicycle connectivity, and safety conditions.
- **Environmental Risk Data:** Wildfire and climate vulnerability layers from Federal Emergency Management Agency (FEMA) and California Office of the State Fire Marshall (OSFM).
- **Document Review:** Consultant will review several planning-related documents and extract key takeaways from each. The documents will include a combination of City-specific documents, such as the County's Local Road Safety Plan and General Plan, as well as California-specific documents such as Caltrans Local Roadway Safety Manual, Caltrans Complete Intersections, and the California Systematic Safety Analysis Report Program Guidelines. The documents will be summarized in an Excel spreadsheet with links to each document and will include a summary of their relevance to the City's transportation safety program goals.

TASK 4. DATA ANALYSIS / NEEDS ASSESSMENT

Consultant will lead a thorough and multidisciplinary analysis of the gathered datasets to identify key transportation safety issues and opportunities across the City of Hollister using GIS, Synchro, VISSIM, SIDRA and manuals including Caltrans Manual on Uniform Traffic Control Devices (MUTCD), Highway Design Manual, Highway Safety Manual, American Association of State Highway and Transportation Officials (AASHTO) to conduct necessary traffic operational analysis and safety analysis. Consultant will conduct a detailed analysis to identify the gaps in data, understand the needs, understand the safety concerns, and areas of improvement.

The analysis will include the following components:

Crash Analysis and Safety Trends

Crash data from SWITRS, TIMS, and local CHP records will be analyzed to identify collision hotspots, high-risk travel behaviors, and trends over time. The analysis will include:

- Crash type, severity, and contributing factors (e.g., speeding, failure to yield, DUI).
- Driver state, surface conditions, lighting conditions, and weather conditions
- Weekly and Monthly distribution
- Identification of corridors and intersections with high concentrations of serious injuries and fatalities.
- Evaluation of vulnerable road users (pedestrians, bicyclists, and motorcyclists) and overrepresented crash locations.

CITY OF HOLLISTER - CRASH AND OUTCOME ANALYSIS

Using multimodal count data and mobility data, Consultant will:

- Identify areas with high multimodal activity, including pedestrian and bicycle volumes near schools, parks, and downtown areas—as well as planned facilities in the General Plan Update and San Benito County Bikeway and Pedestrian Master Plan.
- Assess volumes and travel patterns across key corridors.
- Evaluate patterns of congestion and speeding behavior during peak and off-peak periods using ClearGuide data platform.

Disadvantaged Communities Assessment

Using indicators such as income, age, race/ethnicity, language isolation, and disability status—drawn from the U.S. Census Bureau and other population measures, Consultant will perform a geographic equity overlay with crash, infrastructure, and access data.

Rail Crossing Analysis

Rail crossing analysis will be conducted to evaluate the safety, traffic operations, and potential impacts associated with eleven at-grade railroad crossings within the city. A detailed review of existing rail crossing locations, train frequency, vehicular delay, and collision history will be performed. Key considerations include pedestrian and bicycle safety, emergency response access, and future growth in both rail and vehicular traffic. Any locations with operational or safety concerns will be identified, and recommendations will be recommended; including upgraded warning devices, signal coordination, grade separation feasibility, or traffic rerouting strategies will be recommended. Consultant will collaborate with agencies such as the California Public Utilities Commission, Union Pacific Railroad, and the City of Hollister to ensure that proposed improvements are both effective and implementable. The findings will help guide policy decisions, infrastructure investments, and future development planning near rail corridors.

Infrastructure and Roadway Conditions Review

Data from field audits, GIS mapping, and the roadway inventory will be used to assess existing conditions. This will include:

- Presence or absence of sidewalks, bike lanes, crosswalks, and curb ramps.
- Signage adequacy and visibility.
- Roadway geometry, lighting, and pavement conditions.

Identified deficiencies will be mapped and categorized to support project prioritization.

School and Park Zone Safety Assessment

Special attention will be given to areas near schools, parks, libraries, and community facilities.

The team will:

- Review current Safe Routes to Schools plans
- Evaluate traffic circulation patterns during school pick-up/drop-off times.
- Assess pedestrian access, crossing safety, and vehicle speeds in recreational zones.
- Coordinate with school districts and community stakeholders to validate findings.

Wildfire-Prone Areas Assessment

To support long-term resiliency, transportation safety issues will be analyzed in the context of environmental risks—such as wildfire-prone areas—using FEMA and Office of the State Fire Marshal (OSFM) data.

State Highway Assessment

Consultant will assess the access highways to Hollister within and potentially beyond the Planning Area of the City in order to identify issues areas where the City can work with San Benito, Gilroy and other Cities and Counties to address safety issues.

Deliverables

- High-Injury Network segments.
- Equity-priority zones.
- Multimodal conflict points.

- Active transportation including Safe Routes to School and Parks gap closure.
- Collision mapping.

The findings will be visualized through interactive maps, charts, and summaries that clearly communicate safety priorities and support the development of strategies in subsequent tasks.

TASK 5. HOT SPOT/ NEEDS IDENTIFICATION AND PRIORITIZATION

Consultant will conduct an existing conditions analysis/assessment, which will provide the framework necessary to begin defining discrete goals for the Project to help meet the Project’s purpose of providing safe streets for all. Prioritization will be based on data analysis and stakeholder input. Consultant will employ a layered approach to effectively identify and prioritize areas of concern, ensuring that the most critical safety issues are addressed. This methodology integrates findings from traffic operational analysis, crash data review, insights gathered through stakeholder outreach and equity analysis. By combining these layers, a comprehensive understanding of high-risk locations is achieved.

For example:

- Collision hotspots that overlap with issue areas identified by school communities during the public outreach are flagged as priority zones.
- Collision hotspots that overlap with operational issues like a lack of appropriate traffic control, are flagged as priority zones.
- Areas with two or more severe collisions are categorized as high-risk locations, warranting immediate near-term countermeasures for safety improvements.

Initial Countermeasure List

Building off the Document Review task within the Data Collection phase, Consultant will develop a comprehensive toolbox of countermeasures informed by a range of authoritative sources. These include the FHWA Proven Safety Countermeasures, the Highway Safety Manual, NHTSA’s Countermeasures That Work, the Crash Modification Factor (CMF) Clearinghouse, the Strategic Highway Safety Plan, and SS4A guidelines. The toolbox will encompass both engineering and non-engineering strategies—such as enforcement, education, and emergency response—that can be considered for implementation through future efforts. Consultant will use available Crash Reduction Factors (CRFs) to support a preliminary prioritization process and will develop high-level cost estimates for each strategy.

Prioritized Countermeasures

Contractor will identify a comprehensive set of projects and strategies that are shaped by data, utilizing the best available evidence and best practices, be informed by collision diagrams, stakeholders, achieve equitable outcomes, and address the safety challenges identified in the Action Plan. Contractor will work with the City and stakeholder groups to identify prioritization approaches from a menu of options.

Deliverables

- List (Microsoft Excel Format) of proposed countermeasures as related to types of collisions, data, and prioritized list.

- Draft of methodology used to determine the Prioritized list in Microsoft Word.

TASK 6. SCALABLE AND ACTIONABLE IMPLEMENTATION PLAN

Consultant will develop a scalable and actionable implementation plan, for near-term safety benefits as well as positioning the City to obtain the resources to improve Hollister’s long-term health, equity, and mobility goals.

Tiered Project Prioritization Framework

Consultant will categorize the recommendations into near/quick-build, medium, and long-term strategies to ensure the project goals are met:

- **Tier 1: Near- Term/Quick-Build Improvements (0 – 2 years)**
Recommendations are likely to be completed within two years, focusing on immediate and impactful changes. This category includes low-cost, high-impact infrastructure measures like striping and signing recommendations, stop sign enhancements, intersection daylighting, speed feedback signs, right-turn on red improvements, left-turn improvements, and signal timing adjustments as well as educational, enforcement and emergency service actions.
- **Tier 2: Medium-Term Strategies (2 – 5 years)**
Recommendations with a timeline of two to five years, addressing infrastructure enhancements which have shorter development periods or could be funded with local funds such as filling sidewalk gaps, bike lanes, divided highway crossing improvements, raised and extended crosswalks, right turn slip lane improvements, Americans with Disabilities (ADA) curb ramps, pedestrian refuge islands, and protected bike lanes, especially in school zones and near parks. This could also include longer term educational, enforcement, emergency response and emerging technology actions. We provide scope for ten concept plans for intersection or segments to advance their development as part of this Plan.
- **Tier 3: Long-Term Strategies (> 5 years)**
Recommendations projected to take over five years, which may include more extensive infrastructure changes requiring lengthy project development or external funding like corridor-wide redesigns, roundabouts, road diets to high-risk corridors, separated pathways, and comprehensive roadway redesigns that can be phased based on community priorities and funding availability.

Multi-Benefit Approach: Health, Safety, and Mobility

This Implementation Plan will make the connection between these safety countermeasure actions such as:

- **Active transportation:** Encouraging walking and biking through safe infrastructure contributes to lowering obesity and cardiovascular risks.

- **Impaired driving prevention:** Education campaigns and enforcement near nightlife zones and commercial corridors will target the 19% binge drinking rate.
- **Air quality and stress reduction:** Slower speeds, complete streets, and tree-lined buffers improve environmental and mental health.

Deliverables

- Recommendations Summary Categorized as Short-, Mid- and Long-Term Strategies
- Ten concept plans detailing infrastructure improvements
- Rough Cost Estimate of the Recommendations

TASK 7. POLICIES

Consultant will work with the City of Hollister to conduct a robust review and reform of existing transportation policies to support a safer, more inclusive, and proactive safety environment.

A Safety-First Culture

Assessment of Existing Policies and Standards

The Consultant will begin with a comprehensive evaluation of Hollister’s current policies, design standards, operational procedures, and transportation guidelines. This review will focus on identifying whether current practices support a safety-first approach and accommodate all road users, especially those most vulnerable. Areas of review may include:

- Traffic calming and street design standards
- Pedestrian and bicycle infrastructure policies
- Safe Routes to School programs
- Equity considerations in project selection

Gap Analysis and Opportunities

Consultant will identify key gaps, conflicts, or inconsistencies that may hinder safety outcomes. This task will also highlight opportunities to embed Safe System and Vision Zero principles into policy frameworks. Examples may include:

- Outdated roadway classification systems that prioritize vehicle flow over safety
- Lack of formal guidelines for addressing high-injury corridors
- Missed opportunities to include equity and vulnerability in project prioritization

Policy Recommendations

Consultant will develop a series of practical and context-sensitive recommendations for with the City’s safety goals.

Deliverables

- Vision Zero policy statement or resolution

- Summary of implementing lower speed thresholds in residential or high-pedestrian areas
- Updated standard plans to reflect Complete Streets and NACTO guidance
- Citywide framework for addressing high-injury networks
- Formalized Safe Routes to School policies and school zone design practices

TASK 8. DOCUMENTATION OF THE FINDINGS

The final task consists of preparing the draft and final plan that incorporates all the work done in previous tasks and allows for adequate time for City review.

Draft Plan

Using the data and results from previous tasks, Consultant will prepare a draft Safety Action Plan for review and comment by City staff. The document will include all methodologies, figures, and data back-up. Consultant will schedule a meeting with City staff to present the components of the draft and to answer any initial questions while the City is in the process of reviewing.

Final Plan

Based on the verbal and/or written comments received in the third phase of the engagement, Consultant will prepare a final version of the Safety Action Plan. Consultant will work with City staff to incorporate the appropriate branding colors and images that best represent the community; incorporating marketing/graphics design staff to produce a document that is both technically sound and visually appealing. Consultant will assist City staff with the City Council presentation for the adoption of the Final Plan, as well as other items as needed such as a Vision Zero resolution.

Monitoring Dashboard

A safety monitoring and reporting dashboard will be developed for the City to track and visually display traffic safety progress in meeting goals defined in the Plan project process. This may include overall citywide trends, focus on specific locations or areas of the City, interactive mapping of collision events or improvement projects.

Deliverables

- Draft Safety Action Plan.
- Response to Comments on draft Plan.
- Two (2) bound hard copies of the Safety Action Plan.
- Electronic Files of the Final Safety Action Plan in Microsoft Word and PDF

EXHIBIT B

Rates

Iteris Staff	Role in the Project	Loaded Billing Rate
Deepak Kaushik, PE	Senior Advisor & QA/QC	\$300
David Huynh, PE	Principal-in-Charge	\$360
Sean Daly, AICP, PTP	Project Manager	\$300
Aswini Rajagopalan, PE, TE	Deputy Project Manager	\$300
Shruti Shrivastava	Data Analysis Task Lead	\$250
Monique Fuhrman, PE	Implementation Strategies Task Lead	\$300
Matt Wages, PE	Implementation Strategies Support Staff	\$300
SungWoo Jo, TE	Support Staff	\$188
Bill Zhou, EIT, RSP1	Support Staff	\$176
Arthur Kwong, EIT	Support Staff	\$159
Kassra Rafiee, EIT	Support Staff	\$158
Cameron McKeague, EIT	Support Staff	\$137
Jin Eo, AICP	Support Staff	\$160
Winter Consulting Staff	Role in the Project	Loaded Billing Rate
Corinne Winter	Senior Director	\$291
Frank Ponciano	Engagement Lead	\$174
Engagement Manager	Engagement Task Lead	\$128
Engagement Coordinator	Engagement Support	\$99
Admin Assistant	Administration	\$76
Office Manager	Administration	\$116

Notes:

- Rates subject to annual adjustments on contract anniversary date, see section 5.1
- Subconsultant, Subcontractor and Equipment expenses to be billed at negotiated cost plus markup.
- Other direct expenses to be billed at cost, unless otherwise negotiated.
- Mileage rates will be based upon current IRS standard rates.

EXHIBIT “C”

SCOPE OF CONTRACTOR SERVICES - ADDITIONAL; COMPLETION SCHEDULE (IF APPLICABLE)

EXHIBIT “D”

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

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

Primary Coverage

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance

and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000, unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide claims-made coverage:

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

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

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