## **CITY OF STAMFORD (CT)**



## **REQUEST FOR PROPOSALS**

# TRAFFIC ENGINEERING CONSULTANT FOR STAMFORD VISION ZERO ACTION PLAN

RFP #893

Street Plans
Mike Lydon, CNU-A | mike@streetplans.org | 917-767-9850
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Brooklyn, NY 11201



**STREETPLANS** 



## **WE WANT TO WORK WITH YOU!**

January 20, 2023

To Whom it May Concern,

Street Plans is delighted to submit a proposal to develop Stamford's Vision Zero Action Plan. With long-time partners at Sam Schwartz Engineering and local partner in David Woods, FAICP of GreenWoods Associates, we are a Team of professionals committed to excellence and responsiveness. We offer a breadth of national and regional Connecticut experience and are passionate about creating safer roadways systems that calibrate best practices to local contexts. We are also a team committed to conducting fun and engaging digital and in-person public outreach activities and look forward to working closely with the Stamford community.

Collectively, our Team has completed more than a dozen Vision Zero Action Plans or related initiatives across the Country. At our core, we believe the epidemic of traffic violence is preventable and that a multidisciplinary Safe Systems Approach must be integrated at all levels of government to dramatically reduce and eventually eliminate serious injuries and fatalities. The City of Stamford has a crucial role to play at the local level and we are heartened by its commitment to achieving Vision Zero by 2032. So what is Vision Zero?

Vision Zero is a multidisciplinary approach to reducing crashes and fatalities for all roadway users. It uses a data driven approach to center those who are most vulnerable amongst us: the young, the old, and those who walk, bike, and roll as a means of transportation. In this regard, Vision Zero differs from related traffic safety strategies in that it combines demographic and traffic collision data to reduce harmful disparities (modal choice, race, income, age) in the transportation network. Vision Zero Action Plans set forth clear actions, establish timelines, and offer metrics for evaluating progress. If done well, Vision Zero is not an empty slogan or some far-off goal; it's an armature for aligning a City's resources system behind one overarching goal: zero roadway deaths.

Is it possible to achieve Vision Zero by 2032?

Yes! Over the past six years we at Street Plans have worked closely with the City of Jersey City (pop 275,000) to achieve zero roadway deaths. In 2022, we did it four years ahead of the goal. How did we do it? By working closely and consistently with the City and the broader community, to author numerous plans (including a Vision Zero Action Plan) that resulted in a steady stream of initiatives to reduce harm. This multipronged work has included collaboration across City departments but was focused largely on the reallocation of roadway space along the High-Injury Network and the installation of a wide range of traffic-calming countermeasures. In this regard, we have leaned heavily on the application of Tactical Urbanism - low-cost, high impact demonstration, pilot, and interim design projects - to speed up project delivery and provide a platform for ongoing community engagement.

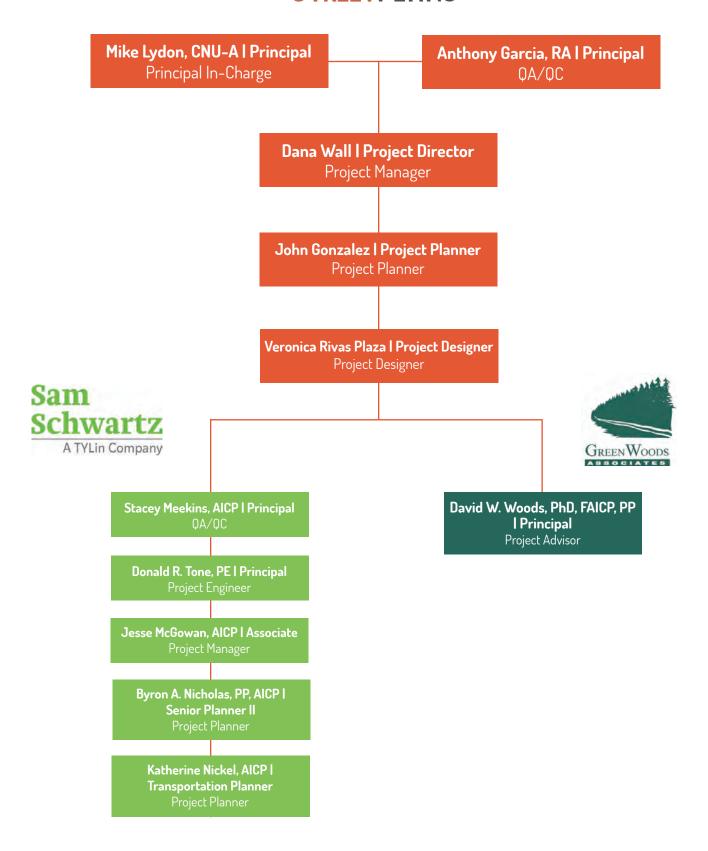
Alongside Sam Schwartz Engineering and GreenWoods Associates, we appreciate the opportunity to bring our team's experience to, and work alongside, the City of Stamford. Thank you for your consideration.

Let's get to work!

Mike Lydon, CNU-A | Principal & Co-Founder

Street Plans

## **STREETPLANS**



## PRIME CONSULTANT

## www.street-plans.com

Street Plans is an internationally sought after and award-winning transportation planning, urban design, and research-advocacy practice. Founded in 2009, our team has a unique and strong track record of integrating the technical details of transportation planning and street design with broader land use, urban design, and economic development goals. We work with local, regional, state, and national governments; not-for-profits; foundations; and private sector companies to reach bold traffic safety goals and deliver meaningful change – quickly. As such, Street Plans is renowned as the leading practitioner and steward of the global Tactical Urbanism methodology. The firm has helped pioneer the development, delivery, and evaluation of "Quick Build" projects that deliver pilot and interim transportation projects as a means for helping communities determine what works and what does not before investing limited dollars in long-term transformations.

Founded in Miami Beach in 2009, Street Plans is an NYC MBE certified business that maintains offices in South Florida, the Bay Area, Atlanta, Pittsburgh, New York City, and Upstate New York. The firm is currently working on a range of transportation projects in Jersey City, NJ; New Haven, Hartford, New Britain, Willimantic, Groton, and Torrington, CT; Culver City and Livermore, CA; Memphis, TN; Senoia, GA; and across New York City. Street Plans also serves as a key advisor to Waka Kotahi - New Zealand Transport Agency on the development of the Innovating Streets for People program.

Firm principal Mike Lydon will serve as the project's Principal-In-Charge and primary contact. Mike will be supported by Dana Wall, Street Plans' Project Director who will closely manage all project deliverables.

#### **PUBLIC ENGAGEMENT + OUTREACH**

Outreach is central to our work. We conduct a variety of workshop and outreach methods to bring the planning to the people.

- Meeting + Workshop Facilitation
- Demonstration, Pilot, + Interim Design Projects
- Project Branding + Communications
- Project + Program Websites
- Web-Based Community Planning + Engagement Tools
- Policy + Program Development

#### TRANSPORTATION PLANNING

We are leading experts at the creation of transportation safety plans that are aimed at expanding the number of transportation options available to people, and minimizing safety risk for all road users. Our focus on short-term implementation has been used by communities around the world to get infrastructure built now.

- Vision Zero Action & Evaluation Plans
- Bicycle & Pedestrian Planning
- Greenway + Trail Plans
- Quick-Build Corridor Redesigns
- Comprehensive Plan Transportation Elements
- Street Design Standards
- Complete Streets Design Guides

## Firm References

## Barkha Patel, AICP

Director, Department of Infrastructure, City of Jersey City 201-547-5021 | bpatel@jcnj.org

## Caitlin Palmer

Principal Community Development Planner, Capitol Region Council of Governments (CRCOG) (860) 724-4435 | cpalmer@crcog.org

## Carlos Cruz-Casas. P.E.

Chief Innovation Officer, Miami-Dade County 786-442-5248 | cruzc@miamidade.gov

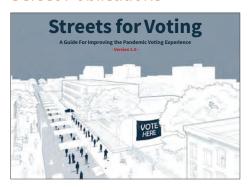
## **AWARDS & PUBLICATIONS**

## **Awards**

- 2019 APA Award, Avenue 3 Miami
- 2019 APA Award, GoHuman Tactical Urbanism Demonstration Projects
- 2018 Charter Award, Biscayne Green
- 2017 Cintas Award
- 2017 Seaside Prize

- 2016 FLASLA, Biscayne Green
- 2015 Charter Award, North Beach Plan
- 2015 Charter Award, Plan el Paso
- 2015 Charter Award, Code SMTX
- 2014 Charter Award, Jean Lafitte
- 2014 Charter Award, Hamilton

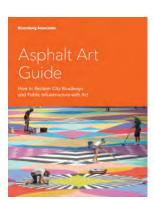
## **Select Publications**



Streets for Voting. 2020



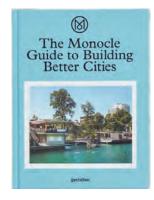
Streets for Pandemic Response & Recovery. 2020



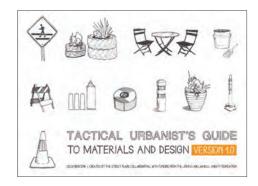
Asphalt Art Guide. 2019



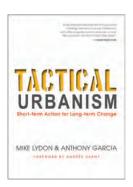
Fast-Tracked: A Tactical Transit Study. 2019



The Monocle Guide to Building Better Cities, 2018



Tactical Urbanist's Guide to Materials and Design, Vol. 1. 2016



Tactical Urbanism. 2015



Public Space Stewardship Guide. 2014



The Open Streets Guide. 2012

## RESUMES



#### Education:

- University of Michigan, Master of Urban Planning
- Bates College, B.A.
   American Cultural
   Studies

#### Licenses + Affiliations:

- CNU-Accredited Professional
- Association for Pedestrian and Bicycle Professionals

## Experience:

18 years

## Mike Lydon, CNU-A | Principal | New York City

Mike Lydon is a Principal and Co-Founder of Street Plans, leading the firm's New York City office. Mike is an internationally sought after planner, author, speaker, and designer of livable cities. He was named by Planetizen in 2018 as one of the 100 most influential urbanists. Mike has lead more than 100 temporary and permanent street redesign projects across the United States and delivered more than 275 keynotes, workshops, trainings, and lectures, exerting a global influence on how people think about transforming the public realm.

Mike is the creator and primary author of the The Open Streets Project and the globally acclaimed digital series Tactical Urbanism: Short-Term Action, Long-Term Change Vol. 1 – 5. With Tony Garcia, Mike is the recipient of the 2017 Seaside Prize and co-author of the full-length book Tactical Urbanism, published by Island Press in March 2015, and honored by Planetizen as one of the top 10 planning books of the year. Mike also collaborated with Andres Duany and Jeff Speck in writing The Smart Growth Manual, published by McGraw-Hill in 2009. Mike most recently co-authored NACTO's Streets for Pandemic Response and Recovery and the Streets for Voting Guide, which seeks to help cities and boards of elections utilize streets and other public spaces for election activities.

Mike currently serves on Transportation Alternative's Executive Committee for the New York City Harbor Ring project and is an advisor to the Bicycle Coalition of Maine. Before launching Street Plans in 2009, Mike worked for Smart Growth Vermont, the Massachusetts Bicycle Coalition, and Ann Arbor's GetDowntown Program. From 2006 – 2009 Lydon worked for Duany Plater-Zyberk and Company (DPZ), an international leader in the practice of smart growth planning, design, and research techniques.

## **Select Projects**

- Safe Routes for All Citywide Active Transportation Plan, New Haven, CT
- Downtown New Haven Transportation Action Plan, New Haven, CT
- Quick-Build Design + Implementation Plan, Groton, CT
- East End Streets, Bridgeport, CT
- Housatonic Rail-with-Trail Extension Plan, Housatonic, CT
- Clay Arsenal Traffic Calming Plan, Hartford, CT
- Complete Streets Regional Quick-Build Design Guide, Capitol Regional Council of Governments, CT
- Vision Zero Evaluation & Annual Reporting, Jersey City, NJ
- Let's Ride JC Bicycle Master Plan + Bikeway Design Guide, Jersey City, NJ
- JC Walks Pedestrian Enhancement Plan + Demonstration Projects, Jersey City, NJ
- Washington Boulevard Redesign Striping + Signage Plan, Jersey City, NJ
- Bergen Square Redesign, Jersey City, NJ
- Grand Street Quick-Build Design Plan, Jersey City, NJ
- Keyport Complete Streets Design Guide, Keyport, NJ
- Vision Zero Conceptual Designs, New York, NY
- Providence City Walk Phase I, Providence, RI
- · Somerville Bike Network Plan, Somerville, MA
- Picture Main Street 25% Design Plan + Pilot Project, Northampton, MA
- SoHo Broadway Public Realm Framework + Vision Plan, New York, NY
- New York City Strategic Trails Plan, New York, NY
- · Philly Free Streets Strategic Plan, Philadelphia, PA
- Connect Waldorf Bicycle + Pedestrian Connectivity Plan, Waldorf, MD
- Burlington Quick Build Program Design + Materials Guide, Burlington, VT
- PlanBTV Walk/Bike Master Plan, Burlington, VT



#### Education:

- University of Miami School of Architecture, Master of Architecture
- New York University,
   B.A. Architecture &
   Urban Design

#### Recent Awards:

2019 IDA Award, Coxe Avenue 2018 Charter Award, Biscayne Green 2017 Cintas Fellowship 2017 Seaside Prize 2016 FLASLA, Biscayne Green 2015 Charter Award, North Beach Plan

#### Licenses + Affiliations:

State of FL Licensed Architect: AR97799

## Experience:

18 years

## Anthony Garcia, RA | Principal | South Florida

Tony Garcia is a Principal of Street Plans, and leads the firm's South Florida office. With over 17 years experience, Tony is a leader in the field of urban planning, and balances day-to-day management of the firm with writing, speaking, and advocating for great streets and public spaces.

Tony's work has appeared in, or been featured by Forbes, Atlantic Cities, and Next City, among many others. Tony is a coauthor of the globally acclaimed series Tactical Urbanism: Short-Term Action, Long-Term Change and of the full-length book Tactical Urbanism, published by Island Press in March 2015, which was named by Planetizen as one of the top ten books of the year. Tony is the recipient of the 2017 Cintas Foundation Fellowship in Architecture and together with Mike Lydon, was the recipient of the 2017 Seaside Prize for contributions to the fields of architecture and urban planning.

Prior to launching the firm's Miami office, Anthony was Project Director for six years at the Dover Kohl & Partners affiliated architecture firm Chael Cooper & Associates, and from 2008 to 2012 he was the Publisher and Managing editor of the transportation blog TransitMiami.com, an award winning web journal dedicated to public participation and discourse in South Florida.

In addition to being a licensed architect, Tony formerly served as the Chairman of Miami-based nonprofit Green Mobility Network, and was a part time adjunct professor at the University of Miami School of Architecture. He also founded the Ludlam Trail project, which will result in the largest addition of park space and trail infrastructure in Miami-Dade County in the last fifty years.

## **Select Projects:**

- Miami-Dade County Vision Zero Plan, Miami-Dade County, FL
- Move Culver City, Culver City, CA
- Go Ojai Trail Connectivity Interim Design project, Ojai, CA
- BikeNWA Trail Connectivity Pilot Projects, Northwest AR (Bella Vista, Bentonville, & Rogers)
- The Ludlam Trail Project
- · Kalihi Quick Build Crosswalk Project, Honolulu, HI
- Crosstown Greenway Pilot Project, Key West, FL
- · North Beach Master Plan, Miami Beach, FL
- Miami Beach Bike/Walk Master Plan and Street Design Guide, Miami Beach, FL
- · Village of Pinecrest U.S. 1 Mobility Plan, Pinecrest, FL
- Ponderay Greenways Action Plan, Ponderay, ID
- Ponderay Sub-Area Plan & Charrette, Ponderay, ID
- Burlington Quick Build Program Design + Materials Guide, Burlington, VT
- Hands On Exchange Bicycle + Pedestrian Pilot Project, Akron, OH
- Coxe Avenue Corridor Pilot Project, Asheville, NC
- Miami-Dade Transportation Quick-Build Program, Miami, FL
- · Biscayne Green Pilot Project, Miami, FL
- Southern California Association of Governments GoHuman Campaign Demonstration Projects, 9 Cities
- Rue Vendome Interim Design Project, Miami Beach, FL
- 100 RC Resiliency Workshops in Buenos Aires, Santa Fe, Quito, New Orleans.
- · City of Miami Bicycle Master Plan, Miami, FL
- University of Miami Pedestrian Safety Plan, Coral Gables, FL
- City of Coral Gables Bicycle/Pedestrian Plan, Coral Gables, FL
- East Cut Community Benefit District Public Realm Plan, San Francisco, CA
- Magic City Innovation District Predevelopment Plan, Miami, FL



#### Education:

- University of Michigan, Master of Urban Planning, Physical Planning
- University of Michigan, Master of Science, Environmental Planning
- University of California, Los Angeles, B.A.
   Communications

## Experience:

6.5 years

## Dana Wall | Project Director | Upstate New York

Dana Wall is Street Plans' Project Director with a background in transportation planning and public space programming.

At Street Plans, Dana has implemented over 25 Quick Build projects, and has contributed her urban design and planning skills to a wide variety of active transportation projects. She recently completed the City of New Haven's first active transportation citywide plan, and is currently leading the production of events and programming for Hazelwood Green in Pittsburgh, PA.

Dana was the Principal Investigator for the firm's 2019 research publication, Fast-Tracked: A Tactical Transit Study, sponsored by the Transportation Research Board, and is managing the delivery of a large-scale bicycle and pedestrian pilot project for the City of Livermore, CA.

Dana previously served on the board of TransitAlliance Miami, a local nonprofit advocating for safer biking, walking, and transit infastructure in Miami-Dade County.

## **Select Projects:**

- Safe Routes for All Citywide Active Transportation Plan, New Haven, CT
- Complete Streets Regional Quick-Build Design Guide, Capitol Regional Council of Governments, CT
- ActiveCT Pedestrian Safety Quick-Build Project, Norwich, CT
- Let's Ride JC Bicycle Master Plan + Bikeway Design Guide, Jersey City, NJ
- Keyport Complete Streets Design Guide, Keyport, NJ
- · Providence City Walk Phase I, Providence, RI
- Move Culver City, Culver City, CA
- BTactical Complete Streets Pilot Project, Deerfield Beach, FL
- · Hazelwood Local @ Hazelwood Green, Pittsburgh, PA
- Go Ojai Demonstration Project, Ojai, CA
- · Crosstown Greenway Pilot Project, Key West, FL
- · New York City Strategic Trails Plan, New York, NY
- Fast-Tracked: A Tactical Transit Study, Nationwide
- Coxe Avenue Corridor Interim Design Project, Asheville, NC
- Wexford Innovation District Placemaking + Activation Strategy, 6 cities
- Hands On Exchange Bicycle + Pedestrian Pilot Project, Akron, OH
- Yerba Buena Street Life Plan + Charrette, San Francisco, CA
- Rue Vendome Interim Design Plaza, Miami Beach, FL
- Miami-Dade Transportation Quick-Build Program, Miami, FL
- East Cut Community Benefit District Public Realm Plan, San Francisco, CA
- · Biscayne Green Pilot Project, Miami, FL
- Southern California Association of Governments GoHuman Campaign Demonstration Projects, 9 Cities
- Shore to Core Pedestrian Demonstration Project, West Palm Beach, FL
- Burlington Quick Build Program Design + Materials Guide, Burlington, VT
- Northwest Arkansas Bicycle + Pedestrian Pilot Projects; Bella Vista, Bentonville, Rogers, AR

## **Speaking Engagements:**

- "Return to Public Spaces: Designing for Reintegration and the New Normal", TRB Annual Meeting, January 2023
- "Tactical Transit: Current Research", Railvolution, September 2019
- "Play with your City: Beyond Conventional Engagement", CNU 27, June 2019
- "Creating Value through Tactical Urbanism", CNU 27, June 2019
- "From Pop-Up to Stay Up", Walk/Bike/Places, September 2018
- "Tactical Resilience", Walk/Bike/Places, September 2018
- "From Asphalt to Activation", Walk/Bike/Places, September 2018
- "Scaling Up Tactical Urbanism", CNU 26, May 2018



#### Education:

University of Miami,
 Bachelor of Architecture

Experience: 5.5 years

## John Gonzalez | Project Planner | New York City

John Jairo Gonzalez is a Project Planner in Street Plans' New York City office. He has a background in architecture, historic preservation, and sustainable design. He believes that "good architecture, urban design, and providing more transportation options can transform how people interact and engage with their city and themselves."

At Street Plans, John has led a number of technical design and rendering efforts. This includes producing the re-striping plans and designs for major city corridors like Jersey City's Washington Boulevard and Akron's Exchange Street; developing the permitting drawings for the Miami-Dade Transportation Quick-Build Program transportation pilot project program, all of the section and plan drawings for the Waldorf Bicycle and Pedestrian Connectivity Plan, and the creation of renderings for the Magic City Innovation District Predevelopment Plan, among other projects.

John received a Bachelor of Architecture with a minor in Industrial Engineering from the University of Miami, and he was commemorated with an Honorable mention for the 2013 Miami Resiliency Competition which focused on incorporating ideas to retrofit houses in high flood areas.

## **Select Projects:**

- Safe Routes for All Citywide Active Transportation Plan, New Haven, CT
- ActiveCT Pedestrian Safety Quick-Build Project, New Haven, CT
- Year of Open Space, Jersey City, NJ
- On-Call Implementation Services, Jersey City, NJ
- Washington Boulevard Redesign Striping + Signage Plan, Jersey City, NJ
- Keyport Complete Streets Design Guide, Keyport, NJ
- · Madison Avenue Redesign Striping + Signage Plan, Memphis, TN



#### **Education:**

- KTH Royal Institute of Technology
  M.S., Urbanism Studies
  The City College of New York, Bachelors of
- Experience:

Architecture

7 years

## Veronica Rivas Plaza | Project Designer | New York City

Veronica is a Project Designer in Street Plans' New York City office. She has a background in architecture, urban design, and sustainable city-making. She believes that design should be informed by the social, ecological, and cultural environments that shape our lives and advocates for creating more walkable communities to improve quality of life for all.

Prior to joining Street Plans, Veronica worked on a variety of architecture and urban design projects that span urban and rural contexts, with goals of fostering inclusion and diversity in social housing, and planning for more active, walkable communities where residents are close to daily needs While at KTH, Royal Institute of Technology in Stockholm, Sweden, Veronica investigated 'living streets' or pedestrian-friendly environments as part in collaboration with The Stockholm Traffic Office developing placemaking strategies for people-centered streets.

## **Select Projects:**

- Quick-Build Design + Implementation Plan, Groton, CT
- Broadway All the Way Corridor Master Plan, Louisville, KY
- Meatpacking District On-Call Tactical Urbanism Implementation Plans, New York, NY
- Soho Broadway Public Realm Vision + Framework Plan, New York, NY
- Our City, Our Spaces! A Materials, Tool, and Equipment Library for Neighborhood-Led Activities Guide, Washington D.C.

## Firm Overview



Sam Schwartz is a 160-person firm with a talented team of professional planners, engineers, designers, and data scientists in nine offices around the United States: Chicago, New York City, Jersey City, Philadelphia, Washington D.C., Tampa, Los Angeles, Oakland, and Seattle. With over 27 years of practice on a wide array of complex transportation issues, Sam Schwartz is a national leader in safety and multimodal mobility. In addition to our core transportation planning and engineering disciplines, we pride ourselves on our ability to relate complex transportation concepts to a wide audience through clear text and engaging graphics. Our staff has supported Complete Streets policy development on the state and municipal levels, providing best practices research, local technical support and training. Final products have included Safety Acton Plans, Complete Streets Implementation Plans and Vision Zero programs and initiatives.

Sam Schwartz offers a forward-looking but pragmatic approach to traffic safety and Vision Zero and holds unparalleled technical and problem-solving expertise across its staff. On the national level, Sam Schwartz has served as subject matter experts to the FHWA Office of Safety for numerous projects of national significance focused on road diets, separated bike lanes, signalized intersections, roundabouts, Highway Safety Improvement Programs, and speed management. At the state, county and local levels, Sam Schwartz has turned that research into practical application, playing a key role in supporting traffic safety and Vision Zero programs from coast to coast. Most recently in the Midwest, our team has led the City of Chicago's

## Vision Zero Approach

Sam Schwartz understands the immediacy of the Vision Zero movement. **One more life lost is too many.** Through the Stamford Vision Zero Action Plan, we will develop a comprehensive, holistic plan to end traffic deaths and serious injuries in Stamford, CT. The plan will provide prioritized improvements that incorporate innovative designs and best practices that can advance towards implementation.

- A thoughtful and customized process Our plans don't look the same because the communities in which we work aren't the same. We are adept at tailoring our plans and will build a plan to suit the City's needs, based on where the city is today and its vision for the future. The plan will visually reflect the local culture, making it relatable and engaging.
- A pragmatic plan The Vision Zero Action Plan will be true to its name and focus on the actions that will be most impactful to safety, including changes that can be installed immediately as well as actions items to be taken in the near term that will support longer-term or more complex investments. This may include systemic changes embedded in Stamford's processes that are often minor in scale as standalone elements but add up to immeasurable benefits over time.
- 3. Meaningful and genuine engagement We understand that, as powerful as data is, it can't tell the whole story about a community the lived experiences of its residents traveling to work, going shopping, or taking their kids to the park involves consideration and care beyond the data. We use an immersive public engagement approach to reach and hear from the diverse pockets within Stamford, using a variety of tactics including

compensating individuals or groups for their time and valuable insights. In doing so, we build a coalition of trust and support that will benefit the city beyond this planning process. Additionally, to make sure that the community cares about and relates to our work, we will take steps to make sure the planning materials and final deliverable's aesthetic and character reflect the local culture and values.

4. Integrated technical expertise – Our expertise in traffic safety is both broad and deep. Our team excels at each component required to create a comprehensive, successful Vision Zero plan. More importantly, these critical components are integrated throughout our process, allowing them to reinforce each other and inherently guide the evolution of the plan. For example, we don't treat communications or public engagement as a unique task; feedback from the community is woven into our data analysis, informing the selection of locations for interventions; our branding and communications skills are reflected through conceptual designs that help stakeholders envision a street transformation; and our design and construction experience influence an ambitious but achievable program of safety improvement actions.

## Firm References



## **Chicago Department of Transportation**

David Smith, AICP Complete Streets Director Tel: 312.742.7621

Email: david.smith3@cityofchicago.org

## **City of Ann Arbor**

Raymond Hess, AICP-CTP Tel: 734.794.6410 x43675 Transportation Manager, Public Services Email: RHess@a2gov.org

## **NYC Department of Design & Construction**

Kenson Wong, PE, ENV SP Tel: 718.391.2875

Engineer-in-Charge, Infrastructure Design Email: WongKe@ddc.nyc.gov

# **Stacey Meekins,** AICP

## Principal + National Practice Leader, Complete Streets



Ms. Meekins is a leading expert in multi-modal safety and mobility. She has focused her career on helping communities implement solutions to make their transportation systems more inclusive; establishing safer, more inviting environments that promote and empower walking and bicycling as integral modes of transportation.

## **Relevant Experience**

Vision Zero South Side Neighborhood Action Plan, CHICAGO, IL

Sam Schwartz is leading a neighborhood-based action plan to improve traffic safety in two high crash areas on the City's south side in neighborhoods that have long experienced disinvestment. The team is using a deliberately immersive approach in the community to allow community leaders to help shape the overall engagement process so that the resulting plan is truly community-driven and therefore responsive to their unique needs and concerns. Ms. Meekins serves as the Project Manager for this plan.

## Vision Zero Implementation and Action Plan, ANN ARBOR, MI

Sam Schwartz was contracted by the City of Ann Arbor to develop a 5-year action plan to improve traffic safety throughout the city. A key component of this effort is the planning, design, and installation of quick-build treatments at some of the sites with the highest crash severity. Ms. Meekins serves as the Project Manager for this plan.

## Alabama Avenue SE Corridor Safety Study, WASHINGTON, DC

Ms. Meekins served as the Complete Streets advisor on this comprehensive safety study for the District Department of Transportation. The goal of the project was to identify operational and safety improvements along a 4-mile section of Alabama Avenue. Key issues along the corridor included speeding, limited safe pedestrian crossings, an inhospitable pedestrian realm, and a lack of bicycle facilities. Ms. Meekins assist-ed the team with identifying options for multimodal improvements, such as new and enhanced crosswalk markings, rapid flash beacons, curb bump-outs, pedestrian refuge islands, and buffered bike lanes. Crossing improvements were prioritized at key destinations.

Years of Experience 18 Years

#### **Education**

## Master Urban Planning + Policy

University of Illinois at Chicago, 2005

## B.S. Civil Engineering

Northwestern University, 2000

#### Certifications

American Institute of Certified Planners

#### **Professional Affiliations**

American Planning Association

Lambda Alpha International, Ely Chapter

#### **Presentations**

Vision Zero: From Concept to Practice, Vision Zero Symposium, Ontario Traffic Council, 2021; Virtual

Industrial Areas in Transition, American Planning Association National Planning Conference, 2019; San Francisco, CA

Equity in Bikeshare, Panel Moderator, WTS Annual Conference, 2015; Chicago, IL



# **Donald R. Tone,** PE

## Vice President + Director of Special Projects Traffic Engineering



Mr. Tone contributes over 25 years of diversified engineering experience in both public and private traffic and transportation markets. Over his career, he has demonstrated an ability to deliver projects on time, within budget and in satisfaction with clients' expectations. Mr. Tone has established a reputation for his commitment to his clients, meticulous production of technical reports and excellent communication and team-building skills.

## **Relevant Experience**

#### White Plains Hospital Master Plan, WHITE PLAINS, NY

Mr. Tone serves as a transportation planning consultant responsible for developing various proposed improvements to the hospital campus leveraging expertise in delivering industry best practice analyses of parking demand and management, incorporating multimodal opportunities, enhancing pick-up/drop-off accommodations, and improving on-/off-site pedestrian and bicycle safety. Travel Demand Management (TDM) strategies are being developed to encourage transit and non-motorized travel to and from the Hospital and nearby train station (including shuttle routing feasibility). The final product will also illustrate the benefits and specifications of transforming main connective thoroughfares into Complete Streets.

## Town of New Castle Transportation Engineering Services, NEW CASTLE, NY

Town of New Castle Transportation Engineering Services On-Call, New Castle, NY. Mr. Tone has served as Senior Project Manager providing expert traffic engineering services to assist the Town with the review of transportation/traffic analysis in regard to land development proposals received by the New Castle Town Board, Planning Board and Zoning Board of Appeals.

#### SEQRA Buffalo Skyway (NYS Route 5) Removal Project, BUFFALO, NY

Sam Schwartz is providing traffic engineering and transportation planning services in support of Project Scoping and the Draft and Final Environmental Impact Statement (EIS) for NYSDOT's proposed removal of the Buffalo Skyway and construction of associated improvements to various area roadways, freeways, and toll facilities. Mr. Tone is responsible

Years of Experience 29 Years

# **Education B.S. Civil Engineering**University of Missouri-Rolla,

**Certifications**Professional Engineer: NY

## **Professional Affiliations**Institute of Transportation Engineers



## **Jesse McGowan,** AICP

## **Associate**



Jesse McGowan is passionate about making multimodal transportation options accessible, affordable, and safe for all. She brings this equity lens to all her work, considering the needs of underserved populations through visioning, community engagement, analysis, and presentation of results.

## **Relevant Experience**

## \*Montgomery County Planning Department, Vision Zero Lead, MONTGOMERY COUNTY, MD

Ms. McGowan served as the Planning Department's Vision Zero lead, integrating Vision Zero in the Department's master planning and regulatory review processes, as well as coordinating with other county and state agencies working to advance Vision Zero. Working in a county adjacent to a major city (Washington, DC), Jesse identified safety solutions for urban, suburban, and more rural contexts. Jesse contributed to development of the county's 2030 Vision Zero Action Plan, and she was involved in implementing several plan actions as well as monitoring plan progress.

#### \*Predictive Safety Analysis, MONTGOMERY COUNTY, MD

Ms. McGowan led the Predictive Safety Analysis, a technical effort to identify safety priorities and systemic safety improvements for Montgomery County. She worked with the UNC Highway Safety Research Center to develop safety performance functions for common crash types in Montgomery County and paired countermeasures to those crash types. Jesse developed an interactive Excel tool to allow county staff to evaluate different countermeasures and investment scenarios based on their costs and effectiveness in reducing crashes.

## \*Vision Zero Community Toolkit, MONTGOMERY COUNTY, MD

Ms. McGowan oversaw development of the Montgomery County Vision Zero Toolkit, a resource to help community members residents understand and advocate for specific types of road safety designs to reduce crashes involving motor vehicles, bicyclists, and pedestrians. The Toolkit consists of over 40 design treatments and outlines how each treatment can address road safety challenges in different contexts throughout Montgomery County.

Years of Experience 10 Years

#### **Education**

M.C.R.P. Transportation UNC Chapel Hill, 2015

**B.A. Urban Studies**Brown University, 2010

#### **Certifications**

American Institute of Certified Planners

#### **Professional Affiliations**

American Planning Association

Equity Committee (Paper Review Chair), Transportation Research Board

#### **Publications**

How Montgomery County, Maryland can increase equitable access to transit by improving walkability, Brookings, 2022

Examining the Equity Impacts of AVs: A Travel Demand Model Approach, TRR, 2019

Case Studies in Realizing the Co-Benefits of Multimodal Roadway Design and Gray and Green Infrastructure, FHWA, 2018

Pursuing Equity in Pedestrian and Bicycle Planning, FHWA, 2016

Development of a Survey Tool to Quantify Health Impacts of Trail Use, Journal of Parks and Recreation Administration, 2016

Improving Pedestrian and Bicycle Connectivity During Rehabilitation of Existing Bridges, PBIC, 2016

\* performed under previous employment



# Byron A. Nicholas, PP, AICP

## Senior Planner II



Mr. Nicholas is a Senior Planner and leads Sam Schwartz's Transportation Equity services. He has nearly a decade of experience covering a wide range of multi-modal planning, policy, funding, and design at the regional and municipal level.

## **Relevant Experience**

\*American Planning Association Contributor and Workshops, NATIONAL Mr. Nicholas served as an author and contributor to the American Planning Association's (APA) Magazine highlighting the necessity of coalition building and federal funding to reconnect underserved communities of color from discriminatory 20th century highway policies and design. He has moderated and participated in various plenary sessions and workshops on the MPO, State, and community levels advocating for strong business, government and community partnerships to fulfill equitable transportation goals.

## \*Morris Canal Greenway - Mercer Park Active Transportation Project, BAYONNE, NJ

The County of Hudson applied for and received NJDOT Transportation Alternatives Grant funds to improve pedestrian and bicycle connectivity in an underserved neighborhood along the historic Morris Canal Greenway through Mercer Park in Bayonne, NJ. Mr. Nicholas served as the project manager, advancing the project's concept design to its preliminary engineering phase, to design and construct a bicycle and pedestrian path, a pedestrian bridge, and green infrastructure, while introducing amenities to accommodate all users.

## \*New Jersey Department of Transportation Strategic Highway Safety Plan SHSP - Equity Emphasis Area Group, NEW JERSEY

Mr. Nicholas served as the project lead for NJDOT's 2020 SHSP Demonstration Project and Active Transportation Safety Campaign Priority Action Item. Prior to joining Sam Schwartz, he has identified a project location in Union City, NJ by prioritizing vulnerable and underserved communities by analyzing crash and demographic data; and obtained buy-in from the Mayor of Union City and community leaders for participation in the project and organized a preliminary site visit.

## Years of Experience 11 Years

#### **Education**

Master of Urban Planning University at Buffalo, the State University of New York, 2013

Bachelor of Art in Environmental Design University at Buffalo, the State University of New York, 2011

#### **Certifications**

American Institute of Certified Planners

Professional Planner License: NJ

#### **Professional Affiliations**

American Planning Association
Planning Accreditation Board

## **Publications**

APA Magazine: Communities Can Tear Down Harmful Highways with \$1 Billion in New Federal Grants

NJTPA (MPO) Symposium: Advancing Equitable Transportation Systems

American Planning Association's New York Metro Chapter's 2020 Conference: Reimagining Black Urban Spaces

\*Performed at previous employment



# **Katherine Nickele,** AICP

## **Transportation Planner**



Katherine Nickele is a transportation planner at Sam Schwartz specializing in bicycle and pedestrian safety and design. With a background in public health, Ms. Nickele previously designed community-engaged research and evaluation centered around active recreation and transportation within the built environment. She leverages this background to frame conversations surrounding traffic safety with easy-to-understand language and graphics.

## **Relevant Experience**

## Chicago Department of Transportation Traffic Safety Education & Planning for Vision Zero, CHICAGO, IL

Ms. Nickele provides in-house support for Chicago Department of Transportation's Vision Zero team. Ms. Nickele leads the City's multiagency Fatal Crash Response Coordination Committee, managing infrastructure recommendations and emerging issues. Additionally, Ms. Nickele facilities the Vision Zero Chicago Data Work Group and supports rapid delivery project identification for high crash locations.

## Ann Arbor Vision Zero Action Plan, ANN ARBOR, MI

Ms. Nickele is part of the Sam Schwartz team working to develop a Vision Zero Action Plan and Implementation Program to move forward the city's goal of eliminating traffic fatalities and serious injuries by 2025. Ms. Nickele leads crash analyses and GIS tasks. Additionally, Mis. Nickele assists the team in identifying locations and project ideas for immediate-term implementation. Ms. Nickele created an interactive map to help guide data-driven decision making and future community engagement.

Ann Arbor Comprehensive Transportation Plan Update, ANN ARBOR, MI
Sam Schwartz partnered with the City of Ann Arbor to develop a transformative update to the City's Comprehensive Transportation Plan, Ann
Arbor Moving Together Towards Vision Zero, that detailed a clear path
towards eliminating deaths and serious injuries related to traffic crashes,
increasing residents' transportation choices, and reducing emissions from
the transportation sector. Ms. Nickele served as an analyst and assisted
in the creation of Plan's high crash focus corridors and intersections. Ms.
Nickele assisted in the development of a framework for a low-stress bike
network throughout the city and coordinated online interactive mapping

Years of Experience 8 Years

#### **Education**

Master Urban Planning and Policy University of Illinois at Chicago, 2019

Master of Public Health University of Illinois at Chicago, 2018

**BA Spanish, Global Health** Northwestern University, 2012

#### **Certifications**

American Institute of Certified Planners

League Cycling Instructor, League of American Bicyclists

#### **Professional Affiliations**

American Planning Association

Association of Pedestrian and Bicycle Professionals

#### **Presentations**

Transport Chicago, Bikeway Design Made Easy: How to Evaluate and Design the Right Facilities for Your Community, 2020

Illinois Bike Summit, Bike Equity in Chicago: An Observational Tool for Neighborhood Bikeability, 2018

APA National Planning Conference, Bike Equity: An Observational Tool, 2018

Active Living Research Conference, Lessons learned for facilitating multi-sectoral policy & environmental changes in communities, 2018





## David W. Woods, PhD, FAICP, PP Principal / Executive Vice President

## PRINCIPAL / EXECUTIVE VICE PRESIDENT, GREENWOODS ASSOCIATES (1992 - PRESENT)



#### **EXPERIENCE**

30 years with GWA 25 years with other firms and municipalities

#### **EDUCATION**

PhD, Urban Sociology
Fordham University
MS, Urban & Regional Planning
Florida State University
MA, Government & Politics
University of Maryland
BA, Political Science
California State University

#### PLANNING CERTIFICATIONS

Fellow, College of Fellows of the American Institute of Certified Planners, Cert. No. 010462

## **APA LEADERSHIP**

Region 1 Director, APA Board of Directors (2006-2010)

#### **PLANNING BOOK**

Democracy Deferred: Civic Leadership After 9/11, 2012

#### PLANNING SPECIALITIES

- Plans of Conservation and Development (POCD)
- Comprehensive Planning and Visioning
- Collaborative Public Participation and Education
- Historic Preservation
- Housing Affordability Planning
- Main Street and Neighborhood Planning
- Economic Development
- Transportation and Transit-Oriented Development Planning
- Resilience and Sustainability Planning
- Parks and Open Space Planning
- Forming and Working with Citizen Advisory Committees
- Meeting Facilitation
- Planning for Vital, Diverse, Inclusive, Livable Communities

#### SELECTED PROJECT EXPERIENCE

- Plan of Conservation and Development Update, City of New Britain, CT Role: Principal, produced POCD documents, presented for adoption
- Master Plan Update, City of Stamford, CT
   Role: Key Member of Project Management Team
- South End Neighborhood Study/Master Plan Amendment, City of Stamford, CT
   Role: Project Manager, led consultant team, wrote Master Plan Amendment
- Comprehensive Plan Update, Town of Brookhaven (Long Island), NY Role: Project Director, organized Citizen Advisory Committee, led Town staff and consultant team, drafted all documents
- Plan of Conservation & Development Update/Phase 1, Town of Farmington, CT Role: Project Manager, analyzed previous POCD, organized Citizen Advisory Committee, led public meetings, drafted all documents
- Riverside-Flanders-Northampton Neighborhood Study, Southampton, NY Role: Project Manager for Citizen Outreach, organized Citizen Advisory Committee, facilitated public meetings, produced final Vision Statement
- Phase 1: Crown Hill/Ballard Neighborhood Plan, Seattle, WA
   Role: Project Manager, analyzed documents, organized Citizen Advisory
   Committee, planned and led community workshops, presented draft Vision for public validation at a Community Festival, drafted all documents



# David W. Woods, PhD, FAICP, PP Principal / Executive Vice President

## Ralph Blessing, Land Use Bureau Chief

City of Stamford 888 Washington Blvd, 7th Floor Stamford, CT 203.977.4718 | rblessing@Stamfordct.gov

## David M. Kooris, AICP, President

Stamford Downtown Development Corporation 5 Landmark Square, Suite 110 Stamford, CT 06901 203.348.5285 | david@stamford-downtown.com

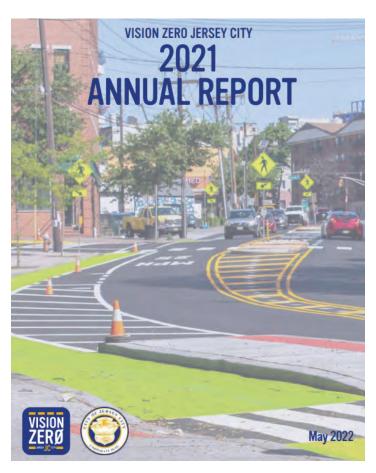
## Jack Benjamin, Director of Planning and Development

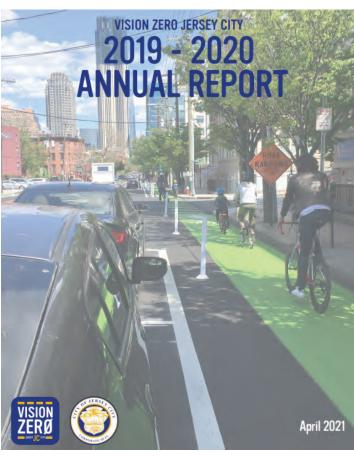
27 West Main StreetNew Britain, CT 06051781.301.1865

## Larisa Ortiz, Managing Director

Streetsense 102 Franklin Street New York, NY 10013 917.696.1374 | lortiz@streetsense.com

## RELEVANT PROJECTS





## **Jersey City Vision Zero Annual Reports**

## **Client:** City of Jersey City (NJ)

Immediately following the active transportation work Street Plans published for the Jersey City from 2018-2019 (see pgs. 20-21), the City has made historic progress in eliminating traffic fatalities, largely through projects identified in the Let's Ride JC Bike Master Plan and Pedestrian Enhancement Plan, and using the Tactical Urbanism methodology. 2022 was the first year the City achieved Vision Zero on City streets, four years ahead of its 2026 goal.

Street Plans has thus far produced the Annual Reports for the City's Vision Zero Action Plan, published in 2019 (2019-2020, 2020-2021). For these reports, Street Plans has worked closely with staff to track and evaluate the implementation of the 77 total action items across five themes in the Action Plan, and documented completed Quick-Build and capital projects.

In the 2019-2020 Annual Report, one of the standout

## **Project Reference:**

Barkha Patel, AICP, Director, Department of Infrastructure 201-547-5021 | bpatel@jcnj.org



completed Vision Zero projects was a corridor that had been identified in the Let's Ride JC Bike Master Plan (above), which Street Plans authored. Striping plans for this corridor project were produced by Street Plans as a











## JC Walks Pedestrian Enhancement Plan

## **Client:** City of Jersey City (NJ)

Street Plans was hired alongside FHI Studio by the City of Jersey City to develop the City's first Pedestrian Enhancment Plan. Street Plans was tasked with developing a wide range of outreach activities, and translating those findings into visual graphics depicting the types of changes envisioned by the plan's recommendations.

To kick off the public engagement process, popup public meetings were held at three different locations throughout Jersey City in late August and early September of 2017. Street Plans led the implementation of three temporary parklets and assisted FHI Studio disseminate surveys to residents. Initial feedback was used to plan subsequent walkability workshops.

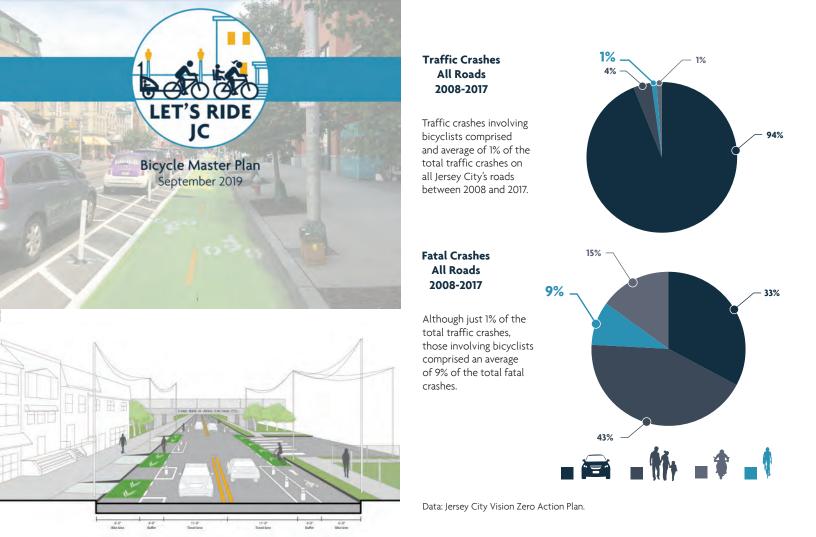
Street Plans worked closely with FHI Studio to plan to implement a walkability workshop in each of Jersey City's six wards. The workshop locations were carefully selected along corridors identified as unsafe for pedestrians,

## **Project Reference:**

Barkha Patel, AICP, Director, Department of Infrastructure 201–547–5021 | bpatel@jcnj.org

informed by feedback from the pop-up public meetings and data analysis conducted by FHI Studio. For each workshop, Street Plans designed and facilitated temporary curb extensions, which included a public-feedback board, tables and chairs, wayfinding signage, planters, and colorful asphalt paint. The curb extensions allowed residents to experience first-hand a potential safety improvement project and provide input for the creation of the City of Jersey City's Pedestrian Enhancement Plan. The planning process concluded in Summer 2018.

Since plan adoption, the City has implemented more than 400 speed humps, banned right-turn-on-red at more than 180 intersections, installed 84 interim design curb extensions, and 70+ parklets.



## Let's Ride JC Bike Master Plan & Design Guide

## Client: City of Jersey City (NJ)

In 2018/19 Street Plans led the development of a comprehesive bicycle network plan with a robust outreach program that included workshops, focus groups, Handlebar Surveys, advisory committees, event engagements, social media and project website, online Streetfilms videos, and Tactical Urbanism demonstration projects to showcase the City's first-ever protected bike lanes. The engagement strategy tallied more than 15,000 total interactions with the planning effort.

The visioning process set ambitious goals to triple the City's bikeway network to more than 50% coverage, increase mode share 4x to 3%, make safety improvements on 28 high-injury corridors, and prioritize investments equitably across Communities of Concern (defined as the most vulnerable 10% disaggregated for race/income). The resulting network plan proposes more than 180 miles of new bikeways, including 43 miles of protected bikeways,

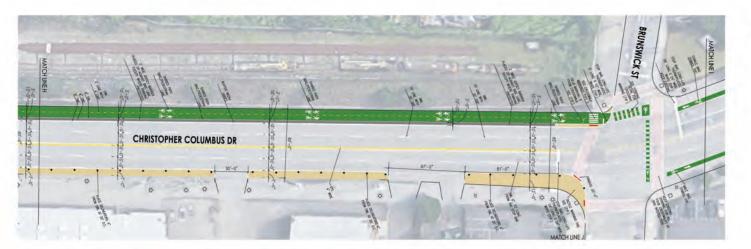
## **Project Reference:**

Barkha Patel, AICP, Director, Department of Infrastructure 201–547–5021 l bpatel@jcnj.org

and the East Coast's largest neighborhood greenway program (aka bicycle boulevards). Section drawings, plan views, and axonometric renderings are peppered throughout the plan to zoom in on key locations and provide maximum detail and context.

Street Plans created a robust Bikeway Design Guide tailored to the City's unique street network. The Guide includes sections on bikeways, intersection treatments, traffic calming, green infrastructure, signage, bike parking, and shared active mobility (eg. bike and scooter share). The detailed guidance is helping the City implement the facilities recommended in the plan so that they can fully realize one of the densest urban bikeway networks in the United States. As of spring 2022, Jersey City had implemented more than 12 miles of protected bike lanes, or 26% of the total planned network.







SYL SOLID YELLOW LINE SWL SOLID WHITE LINE DSYL DOUBLE SOLID YELLOW LINE	BYL	BROKEN YELLOW LINE
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0	TRAFFIC LIGHT
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R	FIRE HYDRANT
_	TACTILE PADS

**S4** 

## Jersey City On-Call Implementation Services

## **Client:** City of Jersey City (NJ)

Following the adoption of the Bike Master Plan, Street Plans was re-engaged by the City to provide on-call transportation and planning, design and implementation services. The broad portfolio of work includes developing contractor-ready Quick-Build striping and signage plans, advanced street infrastructure plans, reviewing and advising project design plans produce by the City's on-call engineering firms, assisting with public engagement, establishing project evaluation methods, and leading urban design services for priority transportation and public space projects.

Since the adoption of the Bike Master Plan, Street Plans has been engaged for the following:

## **Project Reference:**

Barkha Patel, AICP, Director, Department of Infrastructure 201–547–5021 | bpatel@jcnj.org

- Washington Boulevard Striping Plan
- Morris Canal Greenway Design Plans
- Merseles Street Striping Plan (above)
- 18th St./Hoboken Avenue Striping Plan
- Grand Street Design Review
- City Covid-Era Parklet Guide
- City Covid-Era Slow Street Program
- · City Outdoor Dining Guide
- Bergen Square Final Concept Plan
- Coles Street Bikeway Design Concept Plan
- Marin Boulevard Bikeway Design Concept Plan
- Vision Zero Annual Report (2019–2020; 2020–2021)
- Year of Open Space Demonstration Projects
- St Paul's Avenue Safety Action Plan and Demonstration Project
- Hamilton Park Low Traffic Neighborhood Concept Plan

Street Plans will continue to work on traffic safety and project implementation alongside Jersey City in 2023.









## Miami-Dade County Vision Zero Plan

## Project Reference:

Joseph C. Corradino, Founder jccorradino@corradino.com

# **Client:** Miami-Dade Transportation Planning Organization

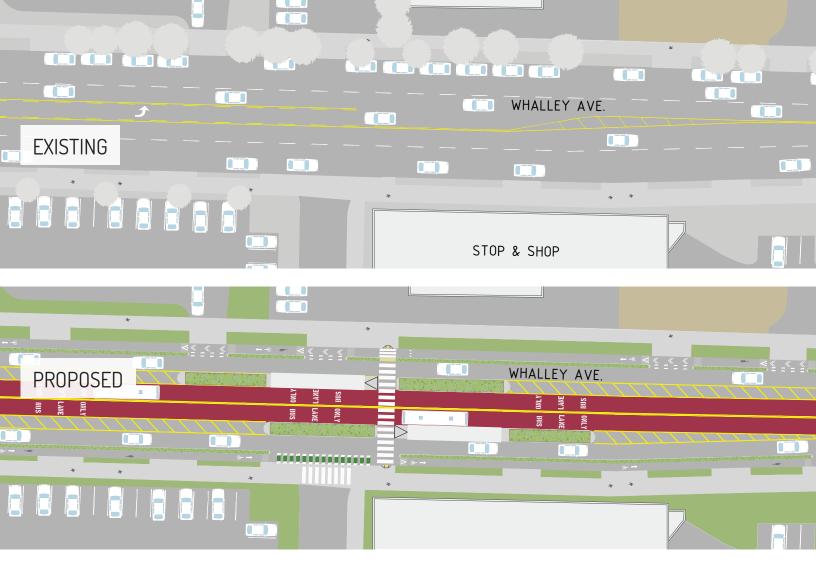
Alongside Corradino Group, Street Plans prepared Miami-Dade County's 2018 Vision Zero Plan.

In the Plan, Street Plans authored a set of Vision Zero case studies, as well as the Vision Zero toolkit of infrastructural and operational strategies.

These strategies ranged from Leading Pedestrian Intervals and scramble crossings, to shared streets, parking restrictions, and separated bike lanes.

Additionally, Street Plans and Corradino Group recommended that toolkit strategies be accelerated using Tactical Urbanism.

Identifier	Location	Suggested Countermeasure	Cost	Responsible Party	Time Frame
Α	NW 207TH DR and NW 37TH AVE	Signalize	\$250,000	Miami Gardens	2-5 years
В	NE 215TH ST and NE 2ND AVE	Add left-turn phasing (Reconstruct Signal)	\$250,000	Miami Gardens	2-5 years
С	AVENTURA BLVD and NE 29TH PL	Restrict left-turn phases	\$75,000	Aventura	0-2 years
D	NW 122ND ST and W 32ND AVE	Add Channelized left-turn lane and phasing SB	\$400,000	Hialeah Gardens	3-5 years
Е	NW 95TH ST and NW 32ND AVE	Add Channelized left-turn lanes E-W and modify phasing	\$750,000	Miami-Dade County (West Little River CDP)	3-5 years
F	NW 9TH ST from RED RD to FLAMINGO RD	Reduce Speed Limit	\$20,000	Hialeah	0-2 years
G	NW 29TH AVE and NW 56TH ST	Convert to All-Way Stop	\$2,500	Miami-Dade County (Brownsville CDP)	0-1 year
Н	NW 13TH ST from 3RD AVE to BISCAYNE BLVD	Reduce Speed Limit	\$20,000	City of Miami	0-1 year
ı	NW 3RD AVE and NW 5TH ST	Add Signal Heads and Reflective Backplates (Reconstruct Signal)	\$500,000	City of Miami	2-5 years
J	NW 12TH ST and NW 127TH AVE	Widen Median E-W	\$1,500,000	Miami-Dade County (Unincorporated)	5-10 year
K	SW 26TH ST and SW 122ND AVE	Widen Median N-S	\$1,500,000	Miami-Dade County (Unincorporated)	5-10 year
	SW 24TH ST from SW 87TH AVE	Speed Study and Revise	\$25,000	Miami-Dade County	0-1 year



## Safe Routes for All Active Transportation Plan

## **Client:** City of New Haven (CT)

Street Plans produced the City of New Haven's first Active Transportation Plan, a comprehensive analysis and road map for advancing traffic safety roadway projects in the next 10 years. The planning effort kicked off in the Summer of 2019 with six Quick-Build projects, one in each of the City's Priority Neighborhoods. These projects were meant to engage the community around the Plan in a hands-on manner, and demonstrate concepts that may be found in the eventual planning document. The Plan includes an Intersection Database documenting the conditions of sidewalks and crosswalks at all 1,500+ intersections in the City, conceptual designs for safety improvements at 11 priority locations-- informed by robust crash and public feedback analysis-- as well as a chapter entirely on Tactical Transit for near-term and low-cost improvements to the City's bus system.

The Plan was adopted by the Board of Alders in September 2022, and the City of New Haven and

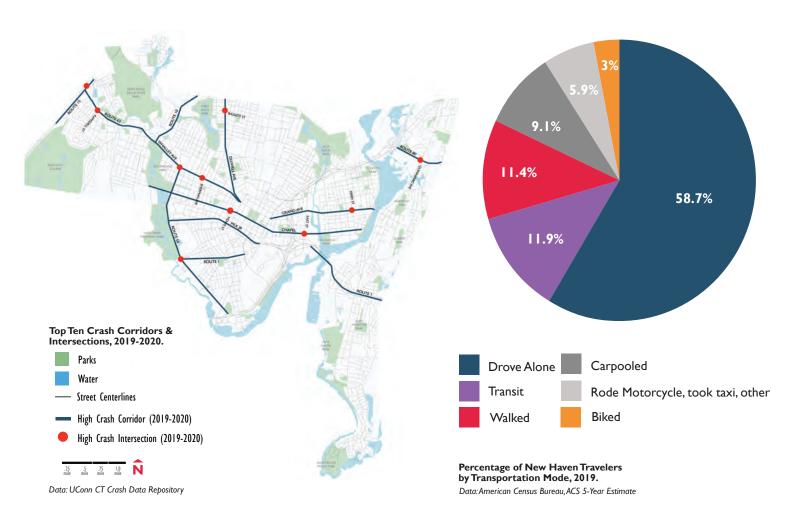
## **Project Reference:**

Sandeep Aysola, Director, Transportation, Traffic, & Parking 203-589-9683 | saysola@newhavenct.gov

Street Plans immediately submitted an application for federal Safe Streets for All funding to implement safety improvements on several of the priority corridors identified in the Plan, those that are either a part of the High Crash Corridor network, are within a Priority Neighborhood, or both.

As an additional engagement related to Plan implementation, Street Plans installed Quick-Build pedestrian safety improvements to one of the Plan's Priority Intersections in September 2022. A survey conducted in November 2022 revealed that the majority of respondents felt safer navigating this intersection on foot, and would like the improvements to be made permanent.

Street Plans continues to work closely with the City of New Haven as an on-call contractor to implement the Plan.

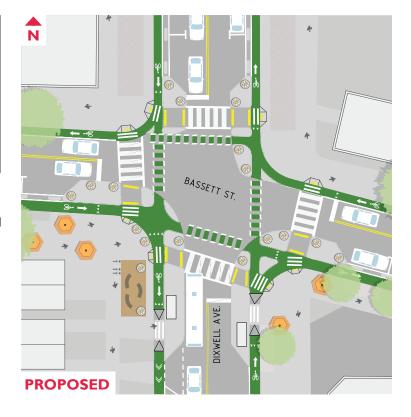


	Pedestrian-	Bicyclist-Involved	Motor Vehicle, Fixed
	Involved Crashes	Crashes	Object, or Other
Fatal Injury	18	3	18
Suspected Serious Injury	44	12	123
Suspected Minor Injury	85	35	502
Possible Injury	150	48	2,419
No Apparent Injury	42	22	8,138
	339	120	11,200

Graphic B. Crash Severity by Crash Type, 2020-2022.

Data: UCONN CT Crash Data Repository

A conceptual design for this intersection features a protected intersection. This design maintains the shorter crossing distances and tighter curb radii, and also adds protection for bicyclists, substantially limiting the interaction between people driving and people bicycling and walking.



# Community Quick-Builds for Complete Streets

Capitol Region Complete Streets Plan

February 2020

Capitol Region Council of Governments

## **CRCOG** Regional Quick-Build Design Guide

# **Client:** Capitol Region Council of Governments (CRCOG)

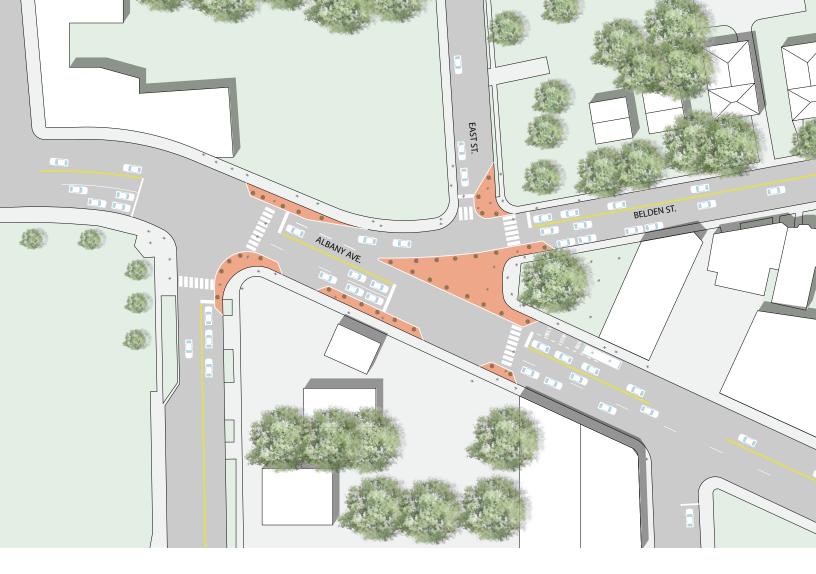
Street Plans was engaged by FHI Studio and the Capitol Region Council of Governments to support the public engagement efforts for the creation of the Capitol Region Complete Streets Plan.

As a part of this effort, Street Plans attended two public workshops in the Fall of 2018, followed by the delivery of a Quick-Build project on Jubilee Street in the City of New Britain as a way to show a Quick-Build project approach to Complete Streets. On October 24th and 25th, Street Plans and the City installed an 8,000 square foot asphalt art mural (see before and after pictures on following page), with the goal of providing more public space in New Britain's East Side neighborhood. Street Plans was responsible for the asphalt art design, materials procurement, and installation.

## **Project Reference:**

Caitlin Palmer, Principal Community Dev. Planner, CRCOG (860) 724-4435 | cpalmer@crcog.org

The next and final part of the public engagement effort included the production of the A Capitol Region Guide to Community Quick-Builds for Complete Streets. In this guide, Street Plans created a matrix of different types of Quick-Build projects (parklet, protected bike lane, crosswalk, roundabout, dedicated bus lane, etc.), and to which thoroughfare types in the CRCOG region they were applicable. For each project type, Street Plans included a description and real-world case study of how it was implemented using the Quick-Build methodology. The publication concluded with a 10-step guide to implementing Quick-Build projects, from choosing a project site to sharing project results, as well as additional Quick-Build resources.



## **ActiveCT Quick-Build Projects**

# **Client:** Capitol Region Council of Governments, Dept. of Health (CT)

Street Plans was retained by the Capitol Region Council of Governments to execute active transportation projects through a grant provided by the state's Department of Health. Called ActiveCT, the grant programing work has included the design and execution of demonstration projects in New Haven (pg. 29) and Norwich, CT. Recently, Street Plans prepared a traffic calming plan for Hartford, CT (above), and is in the process of designing Groton's pilot project (at right).

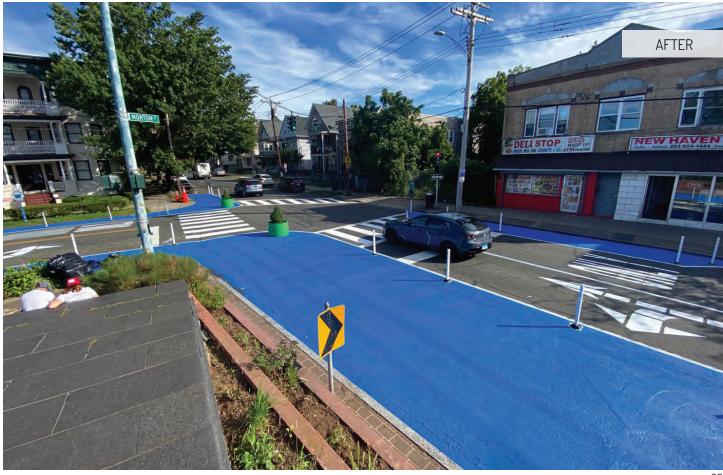
Key throughout all of the ActiveCT work has been improving the safety of bicyclists and pedestrians traveling along select corridors, and through select intersections, to not only encourage more active transportation mode share in the region, but to also minimize traffic fatalities and injuries of those most vulnerable on the roads.

## **Project Reference:**

Caitlin Palmer, Principal Community Dev. Planner, CRCOG (860) 724-4435 | cpalmer@crcog.org

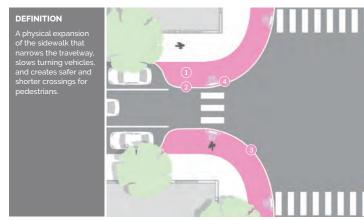








## **CURB EXTENSION**



#### **APPLICATIONS**

Curb Extensions are appropriate on thoroughfares with On-Street Parking (parallel or diagonal), especially in areas with high pedestrian volumes, vulnerable populations of people, along the perimeter of schools and parks, and at high-crash locations. Curb Extensions may also serve as important traffic calming gateways to downtown streets, neighborhoods, and districts. Where space allows, Curb Extensions can provide increased protection for On-Street Parking and bicycle facilities near intersections. This strategy could help Keyport address its high rate of struck vehicle crashes on through streets.

#### CONSIDERATIONS

- Curb Extensions improve intersection safety not just for pedestrians, but for all travel modes, by slowing turning speeds.
- They increase available space for other Complete Streets tools, like Planters, Bioswales, Bicycle Parking, Recycling and Trash Receptacles, etc.
- Curb Extension design should carefully consider winter maintenance operations, existing stormwater infrastructure, utilities, and bikeways.

95 | KEYPORT COMPLETE STREETS DESIGN GUIDE

## Keyport Complete Streets Design Guide

# **Client:** North Jersey Transportation Planning Authority, Borough of Keyport

For the Borough of Keyport's Complete Streets Design Guide, Street Plans produced design guidance for over 50 Design Tools included in the document. Each design tool was placed in its appropriate "roadway zone", inclusive of Frontage, Pedestrian Realm, Curbside Zone, Throughway, and Intersections. Conceptual drawings of each design tool were accompanied by technical design guidance, applications, and additional considerations to help As a part of community engagement, Street Plans, the Borough of Keyport, and Monmouth County implemented a seven-day demonstration project of proposed Complete Streets design concepts, to both test a concept for improvements at the entrance to the beloved Henry Hudson Trail, and familiarize the community with some of the design elements they might see as a part of

## Project Reference:

Jay Delaney, Borough Administrator, Keyport 723-739-5122 | administrator@keyportonline.com



the Borough's future delivery of Complete Streets. As a result of the demonstration project, the Borough received helpful feedback from trail users regarding how to best move forward improving trail access for all.



## **Providence City Walk Phase I**

## Client: City of Providence (RI)

As a subconsultant to Toole Design Group, Street Plans lead the development and implementation of the City Walk public engagement strategy. In this role Street Plans developed public workshop plans, conducted focus group and stakeholder interviews, and led all aspects of a delivery a large-scale demonstration project along Broad Street, one of Rhode Island's most dangerous corridors. As the signature piece of the engagement strategy, the demonstration project was designed to temporarily showcase and obtain feedback for the cycling, walking, and public space elements being considered as part of the City Walk implementation plan - an effort to connect multiple neighborhoods throughout the City of Providence. Street Plans was responsible for the demonstration project from soup to nuts. This included creating the striping and traffic management plan; developing and executing the build plan obtaining permits and approvals; implementing the street closure; executing **Project Reference:** 

Alex Ellis, Principal Planner, City 401-680-8522 l aellis@providenceri.gov

the traffic pattern change with temporary signage and markings; and marking out curb extensions and plazas for local artists to paint.

Street Plans designed and implemented a two-way protected bike lane along a three block stretch, terminating at a complex intersection where curb extensions were installed and painted with colorful murals in partnership with local artists. Two large pedestrian plazas were also created, reclaiming more than 6,000 sq feet of street space with painted murals, and moveable tables, chairs and umbrellas. The community-build day occurred on June 15th and 16th, 2018. Volunteers, children, and local passersby from the neighborhood all pitched in to help paint the large-scale murals.

The City of Providence has since installed the permanent project, inclusive of some of the demonstration project improvements.







## **Move Culver City**

## **Client:** City of Culver City (CA)

Street Plans was hired by the City of Culver City Transportation Department to develop and implement the MOVE Culver City project. The project implemented the guiding principles set forth in the City's Transit Oriented Development Visioning Plan and the Bicycle and Pedestrian Action Plan to design and construct holistic transportation options for pedestrians, bicyclists, and transit riders. The Pilot Project created dedicated bus and bike lanes in both directions on a 1.3 mile stretch of Culver Blvd. and Washington Blvd. between Culver Blvd. and Duquesne Ave. and Washington Blvd. and La Cienega Ave.

Street Plans led the branding, and public outreach of the project by creating a project website that was continuously updated with the project's progress. The website held information about community meetings and invited the public to become involved in the design of the project.

## **Project Reference:**

Diana Chang, Transportation & Mobility Planning Manager 310-253-6566 l diana.chang@culvercity.org

Street Plans held over 20 public workshops as the design was developed and worked closely with the Sam Schwartz Engineering and T.Y. Lin to develop striping plans for the mobility lane construction.

The project (installed November 2021) included dedicated bus lanes, bus priority signals, custom bus and bike boarding platforms, protected bike lanes, new bike signals, micro-mobility parking hubs, the launch of City Ride, a free battery-powered electric minibus to supplement other transit services, and over 30,000 sq. ft. of asphalt art murals.

In September 2022, Street Plans and Sam Schwartz released the Mid-Pilot Report for the project, which revealed a 52% increase in bus ridership, 32% increase in bicycling activity, and an 18% in pedestrian counts, with negligible increases in traffic delay.





# Ann Arbor Vision Zero Implementation and Action Plan

Ann Arbor, MI







strations by Pablo Stanley

Sam Schwartz was retained by the City of Ann Arbor to develop an Implementation and Action Plan to achieve Vision Zero. This work follows the development of a Vision Zero-focused long range transportation plan that was unanimously adopted by City Council.

The Implementation and Action Plan included immediate identification of quick-build safety improvements that were programmed for installation within months of the contract initiation. Fifteen intersections and two mile-long corridors that were among the most severe crash locations in the city were addressed with this first round of interventions. The implementation and action plan also includes the development of a speed management program that will provide the city with tools to address high speeds on even the most challenging corridors as well as a 5-year action plan for continued investments.

#### Client

City of Ann Arbor

#### **Contact**

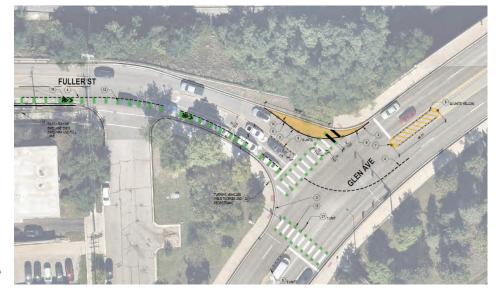
Suzann Flowers Transportation Program Manager, City of Ann Arbor 301 E. Huron St. 4th Floor Ann Arbor, MI 48104 sflowers@a2gov.org 734.794.6430 x43710

#### **Services**

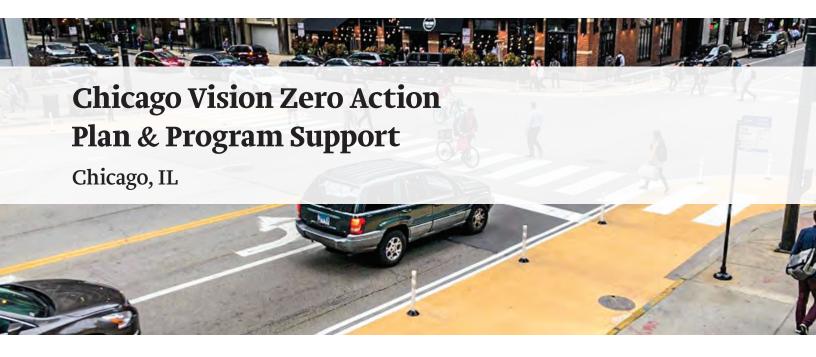
- » Vision Zero Planning
- » Action Planning
- » Strategic Planning
- » Transportation Planning
- » Design Engineering

#### **Dates**

December 2021-Present







Sam Schwartz was retained by the Chicago Department of Transportation to manage and administer the City's Vision Zero and Pedestrian programs. In 2017, the City of Chicago released its Vision Zero Action Plan with a commitment to eliminate deaths and serious injuries from traffic crashes by 2023. The Action Plan calls for tailored, neighborhood-specific plans to address traffic safety in a culturally sensitive and site-specific way in areas with a history of high crashes. As part of this larger effort, Sam Schwartz led the development of the plan for the downtown area, as well as for four communities on Chicago's south side.

In addition to traditional safety and mobility analyses to understand the issues and opportunities, our team took a community-led approach to guide the process. The South Side communities are routinely impacted by gun violence, unemployment, and other institutional barriers, and it can be difficult to address traffic safety with stakeholders and the public when there are more pressing issues facing the community. Our team is using a deliberately immersive approach to allow community leaders to help shape the overall engagement process so that the resulting plan is truly community-driven and therefore responsive to their unique needs and concerns.

Recognizing that achieving Vision Zero will take a multi-disciplinary and multi-faceted approach, there are many different aspects to this program. The team has convened a diverse steering committee of citywide stakeholders to guide the plan's implementation and serve as a keystone for the variety of efforts underway to improve safety on Chicago's streets. The steering committee plays a very active, participatory role in identifying and executing strategies of equity, education and awareness, and engineering to reduce crashes and change the culture around traffic safety in Chicago.

#### Client

Chicago Department of Transportation

#### **Contact**

Sean Wiedel, AICP Assistant Commissioner, Citywide Services Chicago Department of Transportation 2 N. LaSalle Street, Suite 1110 Chicago, IL 60602 312.744.8182

#### **Services**

- » Transportation Planning
- » Safety & Vision Zero
- » Multimodal Planning
- » Public Engagement
- » Program Management

#### **Dates**

2018-Present



## **Atlantic Avenue Vision Zero Improvements**

East New York, Brooklyn, NY



The Atlantic Avenue has been targeted by the New York City Department of Transportation (NYCDOT) as a high priority corridor for Vision Zero improvements. Atlantic Avenue is a primary east-west corridor in Brooklyn, New York City and is in the top 10 percent of the borough's highest crash locations. One consistent feature of Atlantic Avenue is that it's a wide and forbidding street with high crash rates, deteriorated medians and a poor streetscape that serves to divide neighborhoods and discourage walking, bicycling and transit use.

The proposed project, a 22-block section located in East New York neighborhood, will transform Atlantic Avenue into a safer, greener, more walkable street that better serves residents, transit users and bicyclists. It will do this primarily through safety and streetscape improvements to the medians and sidewalks as well as adding pedestrian amenities such as street trees, wayfinding signage and potentially, public seating. Together, these enhancements will improve safety for motorists, pedestrians and bicyclists, particularly at intersections; will make a more comfortable street environment that encourages walking and bicycling and boosts local retail businesses; and will encourage usage of the adjacent LIRR station and bus routes, particularly Q24, which runs the length of the project area.

Sam Schwartz led all traffic engineering and safety analysis efforts and contributed to the preliminary and final design documentation. Responsibilities included a due diligence review of NYCDOT's conceptual plan while providing additional recommendations for safety improvements. Technical elements include a Synchro analysis for 17 intersections, crash analysis, preparation of collision diagrams, and a pedestrian crosswalk warrant analysis.

#### Client

New York City Department of Transportation

#### **Contact**

Amir Rasty
Director, Capital Project
Engineering
New York City Department of
Transportation
55 Water Street, Office 6-12E
New York, NY 10041

#### Firm's Role

- » Lead Traffic Engineer
- » Safety Study
- » Conceptual Design

#### **Services**

- » Traffic Impact Study
- » Design Review and Approval Documentation
- » Crash Analysis

#### Dates

February 2015-January 2019



# Hillsborough Vision Zero Action Plan

Hillsborough County, FL



Originating in Sweden and recently arriving in the United States, Vision Zero is a radically new philosophy toward roadway safety that rejects high fatality rates as any kind of acceptable norm and replaces it with the idea that no roadway deaths are acceptable...even those caused by human error. For more than a decade Tampa Bay has consistently ranked among the worst places for pedestrian and bicycle safety. The Hillsborough Metropolitan Planning Organization hired Sam Schwartz to help develop a Vision Zero program that has attracted the commitment of a broad cross-section of agencies beyond the usual traffic professionals. The program culminated in a Vision Zero Action Plan that mobilized a coalition to help define and shape the actions and strategies needed to move towards zero deaths. Four unique strategies were formulated with measurable goals and named "Paint Saves Lives"; "One Message, Many Voices"; "Consistent & Fair" and "The Future Will Not Be Like The Past". In addition, a focus on severe crashes led to the identification of the Top 20 Severe Crash Corridors for all modes from 2012 to 2016 so state and local coalition members could divert resources to improve safety in these corridors.



### Client

Hillsborough Metropolitan Planning Organization

#### **Contact**

Beth Alden, AICP Executive Director 601 E Kennedy Blvd 18<sup>TH</sup> Floor Tampa, FL, 33602 813.272.5940 aldenb@plancom.org

#### Services

- » Transportation Planning
- » Traffic Engineering

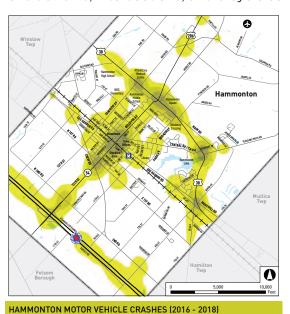
# **Dates**

December 2015-August 2017





Sam Schwartz is providing local technical bicycle and pedestrian planning services to municipalities throughout New Jersey. Tasks include the existing conditions analyses and the development of bicycle and pedestrian and other multimodal infrastructure. Typical project deliverables include bicycle and pedestrian master plans, Complete Streets implementation plans and improvements to provide multimodal connections locally, to neighboring municipalities and regional connections. These local technical assistance projects involve extensive data collection and analysis efforts including historical pedestrian and bicycle crash analyses, bicycle level of stress on roadways, and assessments of sidewalks, intersections, and bicycle compatibility. Improvements



to roadways for bicycle accommodation, crossing facilities at intersections, sidewalk network connectivity, and trail alignments are recommended using AASHTO Guide for Planning, Design and Operation of Bicycle Facilities, NACTO Urban Street, Bikeway, and Transit Street Design Guides, NJDOT bicycle and pedestrian design guidelines, and the NJ Complete Streets Design Guide.

### Client

New Jersey Department of Transportation

#### **Contact**

Elise Bremer-Nei Section Chief, NJDOT Bureau of Safety, Bicycle and Pedestrian Programs 1035 Parkway Avenue Ewing, NJ 08625 609.963.2203 elise.bremer-nei@dot.nj.gov

#### **Services**

- » Multimodal Planning and Infrastructure Design
- » Complete Streets
- » Public Outreach
- » Corridor Studies
- » Master Planning
- » Safe Routes to School

# **Dates** 2019-Present



# PROJECT APPROACH

# Task 1: Project Management & Case Study Development

The Street Plans Team (inclusive of Sam Schwartz Engineering, and David Woods, FAICP of GreenWoods Associates) have led or contributed to Vision Zero plans, policies, and priority project response efforts throughout the country, in a variety of community contexts. Our Team values a transparent, high-touch approach to project management that includes frequent check-ins, clear internal and external communication, and a commitment to keeping the project tasks on time and on budget. To help us do so, we expect that each written deliverable will receive one round of comments, and we expect those comments to be consolidated (either across city staff or city staff and the stakeholder group).

# Task 1 Summary:

- Bi-weekly project management meetings
- Monthly Vision Zero Task Force meetings
- · Task Force member interviews
- Vision Zero best practice review and summary
- · Monthly invoices
- Quarterly project progress reports

# 1.1 Project Management Meetings

Street Plans will schedule bi-weekly meetings (every two weeks) with the City of Stamford to discuss project strategy, plan for project milestones, discuss draft deliverables, and coordinate all aspects of public engagement. We assume that the majority of these meetings will be virtual. However, we believe a select number of in-person meetings at key moments in the project schedule will be important and we remain flexible and committed to ensure we are physically present when it matters.

For each meeting, Street Plans will produce an agenda and provide meeting minutes to document progress and key decisions. We will file creation and file storage, as well as virtual meeting software that aligns with the City's preferences (Teams, Zoom, Google etc.) Our Team will also ensure that the project schedule and in-progress deliverables are provided within each meeting agenda and reviewed during each bi-weekly meeting so that your team has visibility into our progress. Sam Schwartz Engineering will participate in at least one meeting per month and David Woods will participate in up to 8 of the meetings.



[Above] For the City of New Haven's Active Transportation Plan, Street Plans conducted multiple biking and walking surveys with the Plan's Steering Committee to understand conditions on the ground.

Our team feels strongly that a key moment for an inperson meeting is the project kick-off, which we view as a critical opportunity to build face-to-face rapport with City staff and visit a select number of crash/fatality hotspots presenting known challenges. During this kick-off meeting our Team will review the project schedule and major milestones, and seek to refine the Task Force and public engagement strategy. Additionally, Street Plans will lead City staff through an interactive workshop exercise identifying the City's current and anticipated strengths and weaknesses regarding the Vision Zero framework. This includes the identification of initial street safety goals/themes that will be refined through additional Project Management meetings as well as with the Vision Zero Task Force.

Finally, this task will include the production of a monthly invoice that includes the updates on the percentage complete for each task and any/all reimbursable expenses.

# 1.1 Deliverables

One in-person kick-off meeting, with "hotspot" tour and strengths/weaknesses workshop facilitation

Bi-weekly project management meeting leadership

Meeting agendas and minutes

Monthly invoices

39

# 1.2 Task Force Meetings

At a minimum, a Street Plans Project Director will join (virtually) monthly Vision Zero Task Force meetings. In advance of each meeting our Team will prepare project updates, present draft deliverables, and share any/all public engagement updates/opportunities with the Task Force. We believe this will give the Task Force ample opportunity to layer in their expertise and offer additional suggestions to maximize the impact of the planning process. Indeed, we expect the Task Force will be a pivotal advisory entity throughout the effort, reviewing draft deliverables, promoting public engagement activities, brainstorming Action Plan themes, and providing crucial insight into how the City's previous and ongoing planning and traffic safety work informs and aligns with the forthcoming Vision Zero Action Plan.

Our Team recognizes the need for flexibility along every step of the planning process so in the event that separate/additional subject-matter focus meetings or individual Task Force member conversations are desired Street Plans will be happy to schedule accordingly. Additionally, it is not our intent to take over these monthly meetings, so we'll coordinate with City staff in advance to determine where our Team can best plug into the month-to-month work of the Task Force.

Sam Schwartz Engineering and David Woods, FAICP, will participate in up to six (half) of the monthly Task Force meetings over the life of the project, providing additional support and expertise for the areas of the scope they are most involved.

# 1.2 Deliverables

Monthly Vision Zero Task Force meetings

Individual Subject Matter/Task Force member meetings interviews (as needed/requested)

Proposed agenda items and presentation materials

# 1.3 Vision Zero Best Practices

In order to hit the ground running, the Street Plans
Team will review five Vision Zero Action Plans from a
list of pre-approved, comparable cities and conduct
interviews with city staff prior to the second Vision Zero
Task Force meeting in which our Team will participate.
Conducting this inquiry early in the process will provide
the project team and Task Force with key takeaways/
insights to integrate into the overall planning process as
the Stamford Vision Zero Action Plan takes shape and will
help benchmark what constitutes success for a City of

Stamford's relative size, demographic composition, and extent land use and transportation network.

The Street Plans Team will also draw on our national experience and compile our interview and Action Plan review learnings into a concise, written memorandum and presentation to be shared with relevant City staff and the Vision Zero Task Force, noting where it may be appropriate (or not!) to replicate/calibrate aspects of other cities' plans and processes into the Stamford context. Key learnings from this review may also be presented publicly, as appropriate, at select public outreach events.

# 1.3 Deliverables

Interview and plan review notes for each city

Summary best practices memorandum and presentation

# 1.4 Quarterly Reports

Street Plans will produce quarterly project updates for City staff and the Task Force, documenting progress against all project milestones/deliverables; summarize any/all public outreach activities completed and pending; provide updated budget status; and the identify any/all process concerns or challenges as it relates to the project schedule and agreed upon scope of work.

# 1.4 Deliverables

Quarterly project reports

# Task 2: Data Collection & Existing Conditions Analysis

Our Team's Vision Zero, Safety Action Plan, Complete Streets, and Bicycle and Pedestrian planning experience has taken us to cities throughout the country. We enjoy diving into each planning effort to quickly ascertain the political, physical design, environmental, and cultural context of each place we work. No stranger to Connecticut, our Team will be adept at collecting and analyzing Stamford's transportation network and land use data to ultimately inform Vision Zero Action Plan recommendations that align with the City's governance structure and capacities for delivering a safe systems approach. This work will recognize Stamford's specific development patterns, from a still-urbanizing waterfront and city core; to longstanding suburban patterns of development east, west, and north of downtown; to the near rural setting of North Stamford with its large-lot, single-family homes, reservoirs, and nature preserves.

As such, our Team understands that an effective data collection strategy and resulting safe systems approach must recognize that a "one-size-fits-all" solution is not appropriate. Our Team will therefore use Task 2 findings to develop a more granular and context-sensitive toolbox of policies, programs, planning projects, engineering countermeasures, and evaluation recommendations that respond to Stamford's specific needs and governance structure. Practically, this means recommending how the City can deploy what is ultimately a limited traffic enforcement budget, capital investment program, or education and outreach capacities to the locations where data and public input determine it will make the biggest impact.

# Task 2 Summary:

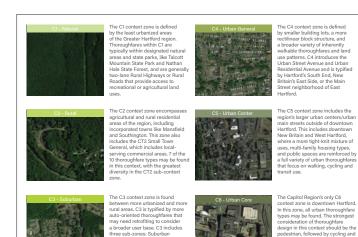
- Creation of Vision Zero adjacent policy/plan matrices (existing plans vs. Proposed Action Plan)
- Collect and analyze all relevant data sets provided by the City, State, and any/all other partners
- Undertake a robust traffic crash analysis to identify the High-Crash/Injury Network and its impact on Communities of Concern (Equity Analysis).
- Develop public-facing summary infographics to be shared during the public engagement activities and within the Action Plan.

# 2.1 Vision Zero & Stamford Planning Review

Street Plans and Sam Schwartz Engineering will review Stamford's previous transportation plans and recent traffic safety efforts, including but not limited to the 2019 Bicycle/Pedestrian Master Plan and Complete Streets Manual, distilling key projects – like the Summer Street Pedestrian Promenade and Strawberry Hill/West Main Street corridor projects – to inform the Vision Zero Action Plan and identify how/where this work relates to and may be integrated within the forthcoming Action Plan.

The main takeaways of the review will be summarized in a Plan Matrix V.1, which will include all previous plans reviewed, and how they align – or not – with Vision Zero and the Safe Systems Approach. This will provide the project Team direction in further developing Action Plan themes, and ultimately inform our Team's Recommendations. Additionally, this Task will help our Team understand the City's stated priorities as it relates to equity, mobility, safety, and sustainability across the various departments involved with accomplishing Vision Zero.

A second and final version of the Matrix will be developed after the Plan's Recommendations are drafted. This



[Above] For the CRCOG Community Quick-Builds for Complete Streets Guide, Street Plans analyzed and categorized the region's land use patterns to allocate context-sensitive Quick-Build solutions.

task will clarify where and how the Action Plan is either in alignment/support of previous efforts, and where it charts new territory to expand on Stamford's previous work. The goal of this short exercise is to streamline the work of City Staff and clarify with the public how the Vision Zero Action Plan integrates with, expands, or differs from the City's current plans and policies.

David Woods, FAICP of GWA will review both matrices.

# 2.1 Deliverables

Vision Zero Adjacent Policy and Plan Matrix V.1

Planning Review Memo

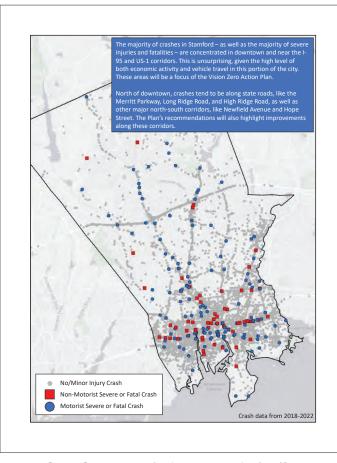
Vision Zero Adjacent Policy and Plan Matrix V.2 (Final Action Plan)

# 2.2 Data Collection & Analysis

Sam Schwatz Engineering will take the lead in compiling all available existing documentation and data from The City of Stamford and its partners (CT DOT, CT Department of Public Health, etc.) to inform each sub-task and the resulting Task 4 recommendations. This includes but is not limited to:

# **Data Collection:**

Crash Data forms the basis of any Vision Zero Action
Plan is the crash data. This provides information
about the who, what, when, where, and why of a
crash so our Team will seek out all sources to build
the most accurate database possible using local and
state crash reports.



[Above] Injuries and fatalities as a result of traffic crashes in the City of Stamford are mapped above. from 2018-2022. Plan Recommendations will highlight improvements to the Downtown street network, where crashes are most dense, as well as the hot spot state corridors like Merritt Parkway and Long Ridge Road.

- Transportation Network Data includes characteristics about the street network - the number of lanes, the speed limit, intersection control, the presence of bicycle or pedestrian facilities, etc. This data helps identify trends in the crash data, such as the prevalence of crashes on 4-lane roads vs. 6-lane roads, or whether crashes occur more frequently at intersections with traffic signals, a lower density of intersections, etc.. The transportation network data allows us to look beyond just locations where crashes occur to what types of safety countermeasures can reduce the likelihood of crashes at locations which share similar characteristics. One key goal in understanding this data is how systemic improvements can be made to prevent crashes from occurring in the first place.
- Volume Data represents activity on the transportation network, by motorists, bicyclists, and pedestrians. Volumes – also referred to as exposure – are a common determinant in how frequently crashes occur at a given location

- Land Use Data describes the physical environment throughout the City, including the density of housing, location of key destinations, like parks or transit stations. Some land use types such as schools, senior centers, or parks may be of specific focus for the Action Plan. This data allows the crash analysis to provide insight into the frequency of crashes in proximity to different key destinations and land use contexts throughout the City, which we know vary with the transportation network data.
- Demographic Data provides insight into potential disparities in where crashes occur. This data will inform an equity and community of concern (CoC) analysis, both for existing conditions as well as of recommended policy, design, and enforcement improvements.

# Crash Analysis:

Our team has peaked at the existing data and now understand the crash disparities found within Stamford are similar to what we see nationwide. For example, while bicyclists and pedestrians comprise just 3% of crashes (2018–2022), they represent 34% of severe injuries and fatalities. Arriving at and illustrating/communicating such wide disparity is why crash analyses are the foundation of the Vision Zero Action Plan. Our team will develop a clear understanding of crash trends throughout Stamford to identify effective policies, programs, and physical design treatments to improve safety for all users.

To do so, the Sam Schwartz Engineering Team will review the last five years of crash data and develop descriptive statistics, conduct a systemic safety analysis, identify a High-Injury Network, and complete an equity analysis of existing crash trends. Each element of the crash analysis is described in more detail below:

- Descriptive Statistics: The initial task for the crash analysis is to develop descriptive statistics, a high-level summary of the crash data. This task will summarize crash times (time of day, day of the week, and month of the year) by mode and severity, as well as crash types and other contributing factors. This will provide an overview of the crash landscape in Stamford.
- Systemic Analysis: Following the high-level overview, the project Team will conduct a systemic analysis, identifying the roadway types



[Above] For Somerville, MA's Bike Plan, Street Plans overlaid the existing bike network on the City's Communities of Concern to inform priority corridors.

and intersection attributes where crashes are most common. Common attributes in a systemic analysis include speed limit, number of lanes, and traffic volumes, as well as bicycle and pedestrian infrastructure. This analysis will be disaggregated by crash mode and severity.

- High-Injury Network: Our Team believes that a
  hybrid approach to addressing serious injury crashes
  is the most effective, combining a focused effort on
  the most critical locations with a systemic approach
  to safe street designs. Defining the High-Injury
  Network is a customized process in each community.
  Through this task, the project Team will narrow in
  on priority corridors for safety improvements within
  Stamford.
- Equity Analysis: Nationally, People of Color –
  particularly Black Americans and the young/
  elderly are more likely to die while walking than
  other racial and ethnic groups, and people walking
  in low-income communities are killed at far
  higher rates than their more affluent counterparts
  (Dangerous by Design, 2022). Demographic data will

be integrated into the crash analysis to effectively work towards Vision Zero. The demographic data may include but is not limited to income, national origin, English proficiency, age, and vehicle access. This task will review the descriptive statistics, systemic analysis, and High-Injury Network through an equity lens to identify existing disparities.

Our Team's analysis will be summarized into a Memorandum for the City and Task Force and be supported by legible infographics that will be used to communicate crash analysis findings with the general public.. The Memorandum will function as the foundation for Project Recommendations.

This data will be cross-checked with anecdotal safety data derived from conversations with stakeholders and the public. All data will be integrated into a legible and interactive GIS map that will live on the City's project webpage (see Task 3.1). Compelling summary infographics illustrating the data will be produced By Street Plans for the Draft Action Plan and related presentations.

#### 2.2 Deliverables

High-injury network/communities of concern map

Any/all GIS files

Illustrative Infographics

Crash analysis summary memorandum

# Task 3: Public Engagement

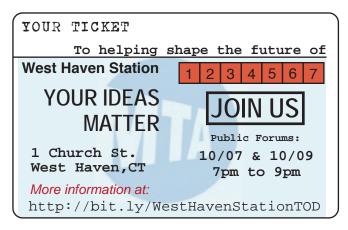
Given the RFPs strong emphasis on public engagement, our Team has developed a creative and impactful public engagement plan that is broad and deep. Our Plan includes two large gatherings, plus up to 18 consistent, smaller public engagement throughout the process that will allow participants to offer their insight and lived experiences traversing Stamford's streets, and provide residents and city officials with regular Plan updates and opportunities to give feedback on the project's deliverables. We also propose a Tactical Urbanism Demonstration Project in the middle of the planning effort to test an emerging recommendation. We believe this will bring more people into the street to experience a Vision Zero "rendering in real-time," as well as provide a foundation for City and citizen collaboration moving forward.

# Task 3 Summary:

- Creation of a Communications and Public Engagement Plan
- Interactive GIS Map to be embedded on the City's Vision Zero website
- In-person and digital Kick-off Public Workshop
- Feet on the Street: The Vision Zero Roaming Studio (Up to 12 Events)
- Neighborhood Association Meetings (Number TBD)
- Tactical Urbanism Demonstration Project (1)

# 3.1 Communications

Street Plans will produce all public communications for the Vision Zero Action Plan, including, but not limited to, flyers and postcards, City webpage content, email blasts, and content for social media posts. Our goal is to start and maintain a citywide conversation that elevates the awareness that serious injuries and traffic fatalities can be eliminated. Street Plans will prepare a draft and final Public Communication Plan, which will outline all of the major deliverables and how collateral should be distributed. We will use creativity to develop and distribute project materials to as many people as possible. Attaching branded bike handlebar tags inviting cyclists to get involved; designing and placing project promotional



[Above] For the West Haven TOD Vision, Street Plans and partner Duany Plater-Zyberg created outreach materials in the form of retro MTA tickets.

materials within City designated ad spaces or within public transit vehicles; or handing out "free" MetroNorth tickets (meeting invitations) on a station platform at peak hours are just a few examples of how we've reached a broader audience of people.

An interactive web-based GIS map will include Task 2.2 data layers, and will allow members of the public to add location-specific feedback to inform the project team of additional areas that are perceived as unsafe or where near-misses frequently occur. This map will be live on the project webpage by the time of the first public workshop so that those who are unable to join in person can add their feedback on their own time.

Finally, Street Plans has a number of native' Spanish speaking staff who will translate all english communications and support online and in-person interactions with Spanish-speaking residents encountered through public engagement activities. Promotional materials will also be translated to Haitian Creole. Finally, Street Plans will ensure all communications collateral is ADA accessible.

David Woods of GWA will review the Public Communication Plan, and generally advise on the public engagement strategy as it is executed.

#### 3.1 Deliverables

Draft and Final Public Communication Plan

Creation of Stamford Vision Zero brand, including logo

Draft and final print and digital project communication collateral (flyers, postcards, website content update etc.)

Interactive GIS Map



[Above] In December 2022, Bloomberg's CityLab featured Jersey City's Vision Zero work, with an interview by Street Plans Principal Mike Lydon on how Tactical Urbanism has played a pivotal role in getting them to where they are today.

# 3.2 Kick-Off Public Workshop

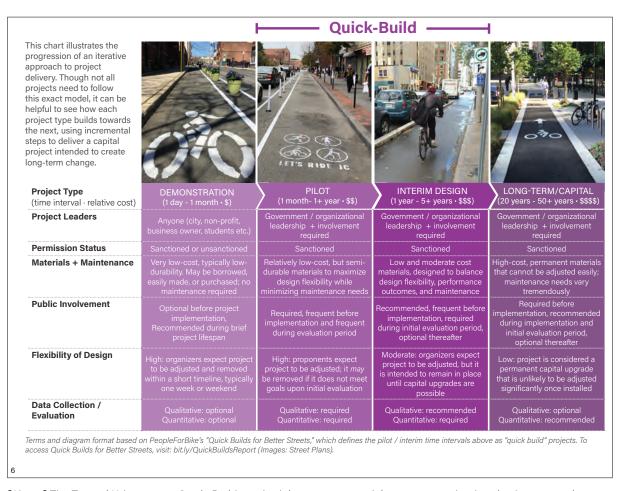
The first public engagement will be highly informative and interactive. As an ice breaker, Street Plans will use a series of short, interactive exercises that get people up and moving from the minute the workshop begins. We will then use a platform like Mentimeter to quickly survey / summarize how participants access and use the City's multimodal transportation network and the challenges they experience.

After workshop participants have "warmed up" we will introduce the multi-disciplinary Vision Zero framework, where it's being applied with success, and provide an overview of the project's scope of work, highlighting key areas where the general public can be engaged all along the way. We will also present a series of existing conditions and crash analysis findings. With a strong focus on keeping the plan focused on action, we will use the final portion of the presentation to build awareness of and excitement for the delivery of a Tactical Urbanism demonstration project (Task 3.4). Street Plans will reference the City's recent efforts (eg. at Forest Street & Greyrock Place), and offer a range of other

Connecticut-based and national examples of how Street Plans has applied the Tactical Urbanism project delivery methodology to help cities make progress, and in the case of Jersey City, achieve Vision Zero goals.

Two interactive and parallel activities will bring the workshop to a close. First, a lifesize "mega-map" of Stamford's street network will be printed and placed on the floor of the venue. Street Plans will invite participants to remove their shoes and immerse themselves in the map, making note of high-stress areas and flagging specific corridors or intersections where they desire safety improvements. This anecdotal, geolocated data will be digitized and added as a GIS layer and overlaid with the City's High Injury Network layer determined by Task 2.4. Areas where public feedback and crash data align will help formulate priority areas/corridors for Task 4.2.

Simultaneously, the project Team will set up multiple tables, each staffed with a Team member and each focused on a different category related to traffic safety and Vision Zero. Rather than solely discussing design and engineering solutions identified on the large-format,



[Above] The Tactical Urbanism, or Quick-Build, methodology is a project delivery process that breaks down capital projects into distinct phases to expand public engagement and catalyze long term change.



[Above] For the Bike Somerville Network Plan, Street Plans printed a large map of the proposed bike network for public to provide input.

map, the Team will encourage participants to think about other ways to accomplish Vision Zero objectives, whether it's through more diligent evaluation and data collection, proposed changes to existing enforcement tactics, or targeting education and outreach efforts. The feedback collected here will begin to form the foundation for the Plan Recommendations.

The above activities will be adapted for a virtual workshop to be held close to the in-person workshop date. The goal will be to engage those who may be unable to, or comfortable with, attending in-person. The interactive GIS map will be substituted for the printed "mega-map" (at left) to simultaneously facilitate the conversation and document feedback.

Following the workshop, Street Plans will create an internal workshop summary to be presented to the City staff and Vision Zero Task Force. We will draft a shortlist of potential Demonstration Project sites based on the results of Task 2.4 and 3.2. location—and design—specific feedback, to be vetted by the City and Task Force before being advanced to the design and implementation phase.

Sam Schwartz Engineering and David Woods of GWA will participate in the workshop facilitation, as well as contribute to the Workshop Summary.

# 3.2 Deliverables

Workshops Materials & Facilitation

Workshops Summary

Demonstration Project Menu

# 3.3 Feet on the Street: The Vision Zero Roaming Studio

Rather than offer a single format for the public to engage with the project Team, Street Plans will work closely with Sam Schwartz, David Woods, and a cohort of Vision Zero Action Team Ambassadors to conduct a series of pop-up tabling activities at multiple locations throughout the City. The project team will plan a minimum of four or a maximum of twelve high-impact pop-up events, with the flexibility to mix more pop-ups with additional stakeholder meetings, like with active Neighborhood Associations. Street Plans will explore accessible community locations and leveraging existing events for these engagements, like the Main Library and Harry Bennett, Weed Memorial & Hollander, and South Branches; the Stamford Museum & Nature Center farmer's market; Mill River Collaborative park events; and Downtown Special Services District events such as "Live at 5." Special attention will be paid to going directly to residents who may not typically engage in these types of projects, may not have an obvious interest in having their voice heard, or for some other reason are less likely to be able to attend in-person or virtual gatherings during standard weekday times. For example, we may set up the studio at a popular bus stop, community center, or a popular park.

The exact timing and location of these activities will be planned strategically with input from City staff, the Vision Zero Task Force, and the Vision Zero Action Team Ambassadors. Supporting and branded materials (Tshirts, maps, postcards, bike lights, etc.) will be prepared and updated as needed, and will be intentionally eye-catching so as to engage people going about their days; if space and event format allows, we may even reprint the Vision Zero "mega-map."

Each Roaming Studio event will be documented in a Public Engagement Summary, to be finalized following Task 3.5 and the information collected, reviewed and synthesized within Draft and Final Recommendations (Task 4.2).



[Above] In Jersey City, Street Plans and the City installed temporary, one-day parklets in various locations to engage passersby for the Pedestrian Enhancement Plan.

# 3.3 Deliverables

Feet in the Street: Vision Zero Roaming Studio Location / Outreach Plan

Vision Zero Action Team Ambassadors Outreach, Training, and Onboarding

Roaming Studio Execution

Public Engagement Summary

# 3.4 Tactical Urbanism Demonstration Project

To expand public engagement for the Plan, experience potential Vision Zero improvements in real-time, and build City capacity to deliver of Tactical Urbanism safety projects, Street Plans will lead the design, materials procurement, installation, and evaluation of a Demonstration Project to test specific safety countermeasures at a known crash hotspot identified through the Task 2.2 data analysis and initial public engagements. The Demonstration Project will ideally be located along the High-Injury Network and within a Community of Concern. The project will likely focus on intersection-scale improvements but may also require additional changes along one or more intersection legs. The installation will take place over a weekend and will be aligned with a Task 3.3 Feet in the Street: Vision Zero Roaming Studio event to help maximize community engagement impact.

Once a location is identified and the project components are chosen, Street Plans will prepare a draft and final site plan; select and procure approved materials available



[Above] To expand public engagement for the Citywide Active Transportation Plan in New Haven, CT, the project team kicked off the planning process with six temporary pilot projects to demonstrate plan concepts.

within the project budget; and work closely with the City's Transportation, Traffic, and Parking Department to finalize a traffic control, project implementation, and project evaluation plan. Upon final approval of these documents, Street Plans will develop key project performance indicators against which to measure the qualitative and quantitative impact.

Moving towards project implementation, Street Plans will develop a detailed run-of-show and leverage the Public Communication Plan to engage volunteers via the Sign-Up Genius platform. Interested community members and City staff, and/or Vision Zero Task Force members will be led by Street Plans in tasks such as site preparation, installing temporary markings, signs, and painting, and/or planting. Building a project together will not inform potential design responses at an intersection of concern but also help both residents and City staff understand how the collaborative process works and how it may be leveraged at scale to continuously support community engagement and project implementation.

Street Plans will also prepare intercept surveys to execute during the project installation, and during its test period, to solicit anecdotal feedback on the project's function. All findings, including the process to deliver the Demonstration Project, will be summarized for the City staff and Task Force. Street Plans will ensure that a Removal Plan is in place following the demonstration period, and advise the City on ways to reuse the materials purchased.



[Above] In New Haven, CT the public gathered at a park to review the Draft Safe Routes for All Active Transportation Plan.

Sam Schwartz Engineering will support the delivery of the Demonstration Project by conducting an engineering and planning review of the draft project design.

# 3.4 Deliverables

Draft and final site and traffic control plans

Materials selection and procurement plan

Project implementation and evaluation plans

Volunteer engagement and management plan

Project implementation plan (run-of-show)

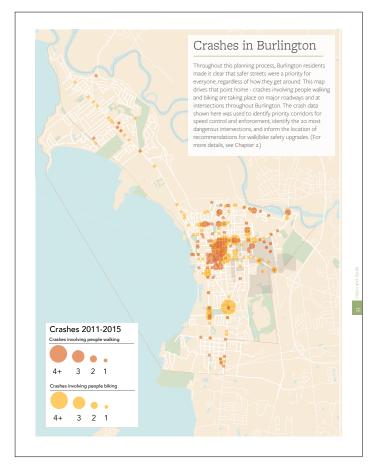
Project evaluation

Project removal plan

Demonstration project summary memo

# 3.5 Draft Recommendations Open House

The project Team will host an Open House to present the Action Plan's draft recommendations, inclusive of proposed timelines for completion to the public. The Open House will be an informal, drop-in style event but ensure participants have a clear way to deliver direct feedback on the various draft project deliverables. The presentation materials will be graphic-heavy where appropriate and interactive, summarizing the data collection analysis, public engagement process and outcomes (including the Demonstration Project), and the draft Action Plan Recommendations. A broad communication effort will encourage people to attend



[Above] For the PlanBTV Walk/Bike Master Plan, Street Plans mapped the City's high-crash locations, and matched specific safety recommendations to the most dangerous intersections (at right).

but also offer a link for downloading the Draft Action Plan to provide written comments.

The Draft Plan will be put on the project webpage for additional public feedback, with an optional webform for people to submit with their final comments.

Sam Schwartz Engineering and David Woods of GWA will assist Street Plans with the facilitation of the Open House.

#### 3.5 Deliverables

Open House Materials & Facilitation

### Task 4: Recommendations

Action is the ethos around which our Team has built transportation planning practices. From Jersey City to Chicago, Ann Arbor to Miami-Dade County, we have a breadth of experience collaborating with cities to develop Action Plans that are ambitious but also in line with City governance structure and staff and community partner capacity.



# Task 4 Summary:

- · Establish Key Goals and Themes
- Action Plan Recommendations
- Funding and High-Injury Network Prioritization
- Applied High-Injury Network Quick-Build Toolbox

# Task 4.1 Key Goals & Themes

Our Team will leverage Tasks 1 - 3 to develop the Action Plan's goals and themes. These will be presented to City staff and the Vision Zero Task Force for discussion as well as one round of formal consolidated comments. The goals will be high level and the resulting themes will break the Plan's recommendations into discrete themes under which individual strategies will be organized.

### 4.1 Deliverables

Draft and Final Goals and Themes

# Task 4.2 Plan Recommendations

The draft and final Plan Recommendations will be organized by the various themes identified in Task 4.1 and include proposed strategies and tactics (education programs, policy change, proposed High-Injury Network projects, enforcement actions etc.) to help Stamford achieve the Plan's most important goal:

zero roadway deaths by 2032. Each recommendation will be accompanied by a timeline for completion and identify the responsible lead and supporting partners. The Plan's recommendations will also be grounded in Stamford's specific conditions and be measurable so tracking progress annually (no progress, progress, recommendation complete) is reportable on at least an annual basis.

The Action Plan will also include funding recommendations, with a particular eye towards all of the federal funding programs available to support Vision Zero / Safe Systems approaches. Our team will bring our experience in helping clients seek federal grants to the table to assist the City of Stamford understand how to put forth the most compelling applications for the Action Plan Recommendations eligible.

Given that not all High-Injury Network (HIN) corridors and intersections can be addressed at once, our Team will work closely with City Staff and the Task Force to identify a prioritization strategy that ranks each link in the HIN. This important task will break the engineering and design recommendations into a more manageable workflow behind which staff can align internal resources and seek external funding support.

This ranking process will also identify locations that are particularly strong candidates for tactical Quick-Build improvements that deliver geometric design safety benefits in the interim to help reduce crash severity and/ or fatalities. Indeed, such systemic safety treatments are low-cost treatments that can be implemented with limited planning and design. While large capital projects are a necessary part of Vision Zero, systemic safety improvements play a key role as well. With these low-cost treatments, Stamford can reduce crash risk at dozens of locations within the cost of just one large capital project.

Finally, we will take the HIN prioritization one step further by reviewing the treatments in the Stamford Complete Streets Manual to develop match specific low-cost countermeasure treatments that can be implemented to improve safety. Additional safety treatments not currently in the Complete Streets Manual may be included as well, especially those that might use Quick-Build strategies and materials. This 'applied HIN toolbox' will of course be based on discussion with City staff and the Task Force and take the lifespan of the treatments into account (implementation methods, materials selection, maintenance etc.).

Sam Schwartz Engineering will support the creation of the Action Plan and David Woods will review the draft Plan Recommendations to ensure they are in sync with City operations and its governance structure.

# 4.2 Deliverables

Draft and Final Plan Recommendations

HIN Prioritization Map

Applied HIN Quick-Build Toolbox

# Task 5: Action Plan

The Action Plan will be developed as a succinct, publicfacing document that summarizes the entire process and includes all proposed recommendations outlined in Task 4.2. Our team will also pay close attention to how the document is structured so it's as easy to use digitally as it is in print. In our experience, Vision Zero Action Plans are referred to with high frequency by staff and Task Force members so we will work with the City to ensure optimal usability. Finally, the document will be fully ADA accessible and editable by City staff as needed.

Task 5 Summary:

- Draft Action Plan
- Final Action Plan (50 hard copies)
- Final Data Transfer

# Task 5.1 Draft & Final Action Plan

All deliverables will be finalized and tied together to create a succinct, graphic-rich, and compelling publicfacing document that summarizes the planning process and clearly presents the Recommendations, HIN Prioritization and the Applied HIN Quick-Build Toolbox. The final chapter of the Action Plan will expound upon key evaluation metrics that the City of Stamford can use to track the progress of implementation and offer an outline for creating an annual report tracking progress against all Goals and measurable Recommendations contained within the Plan. Upon completion of the Action Plan, our Team will transfer all working files (data sets, GIS files, graphics, document files, public outreach materials etc.) to the Clty for its use moving forward.

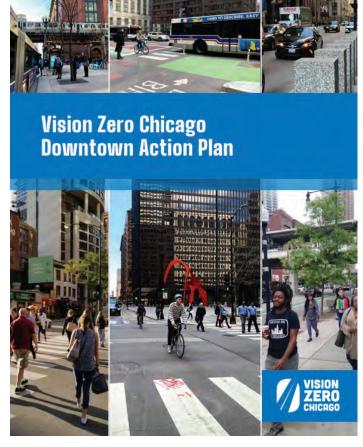
# 5.1 Deliverables

**Draft Action Plan** 

Final Action Plan (inc. 50 hard copies)

Raw Data Transfer

Roadway Database



[Above] Sam Schwartz produced the above Action Plan for the City of Chicago as a part of their in-house work with its Vision Zero + Pedestrian Programs.

# **Additional Services**

Moving Toward Implementation: The Vision Zero Action Plan charts a path forward for eliminating severe injuries and fatalities in Stamford, but it is just the first step towards achieving Vision Zero. Given our Team's emphasis on action, we have outlined a few ways to support Vision Zero program implementation, through one or more of the following optional tasks:

- Project Design: The project Team could advance priority high-crash location project to to 30% design.
- Tactical Urbanism Implementation: The project
  Team could build from the initial Tactical Urbanism
  demonstration project to deploy additional "QuickBuild" pilot or interim design projects that respond
  to high-crash locations or engage the public around
  30% design plans.
- Policy Development: It is likely that several actions in the Vision Zero Action Plan will be focused on developing safety-oriented transportation policies, such as speed management and setting speed limits, signal timing and phasing, intersection control,

- or crossing treatments. The project team could support development of these policies by fleshing out context-sensitive applications of the policy and short- and medium-term targets for rolling implementing the revised approach.
- Project Development Process: Capital budgets
  are indicative of a jurisdiction's priorities. Through
  this task, the project team will work with the City of
  Stamford to review their capital budget and identify
  strategies and funding programs to better align
  investments with Stamford's Vision Zero goal.
- Safety-Oriented Development Review: When
  working towards Vision Zero, it's imperative that site
  design and access for new development prioritize
  safety. The project team will review Stamford's
  existing regulations around development approvals
  to identify opportunities to integrate safety and
  crash reduction.
- Grant Application Support: All jurisdictions work in a funding constrained environment. To accelerate progress towards Vision Zero, the project team will work with the City of Stamford to prepare grant applications for state and/or federal funding programs, such as the national Safe Streets and Roads for All program. Most recently, Street Plans provided this service for the City of New Haven's Safe Streets and Roads for All grant application.
- Vision Zero Reporting: It's important to communicate ongoing progress towards the goals laid out in the Vision Zero Action Plan. As we have done for other communities, our Team is able to assist the City in collecting data annually and reporting annual progress within an internal or external facing Vision Zero report. In the least, such reports should be reviewed by key City departments and the Vision Zero Task Force so adjustments may be made for continued progress.

Should there be interest in one or more of these additional services, our project team will develop more detailed scopes of work, budgets, and project schedules.

# PROJECT SCHEDULE

	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5
Task 1: Project Management & Case Study Deve	lopment				
1.1 Project Management Meetings					
1.2 Task Force Meetings					
1.3 Vision Zero Best Practices					
1.4 Quarterly Reports					
Task 2: Data & Existing Conditions Analysis					
2.1 Vision Zero & Stamford Planning Review					
2.2 Data Collection & Analysis					
Task 3: Public Engagement					
3.1 Communications					
3.2 Kick-Off Public Workshop					
3.3 Vision Zero Roaming Studio					
3.4 Demonstration Project					
3.5 Draft Recommendations Open House					
Task 4: Recommendations					
4.1 Key Goals & Themes					
4.2 Plan Recommendations					
Task 5: Action Plan					
5.1 Draft & Final Action Plan					





MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12
					1	

# PROJECT BUDGET \_\_\_\_\_

	Rate	1.1	1.2	1.3	1.4	2.1	2.2	3.1	3.2	3.3	3.4	3.5	4.1	4.2	5.1
STREET PLANS		•						,							
Mike Lydon, CNU-A	\$300	24	10	2	4	2	4	4	6	8	16	8	4	16	8
Dana Wall, Project Director	\$200	30	16	8	12	10	12	12	12	24	24	12	8	40	12
John Gonzalez	\$130	4	10	12	0	12	0	8	20	40	40	24	16	60	40
Veronica Rivas Plaza	\$130	4	0	0	0	0	40	36	20	40	60	24	0	16	40
SUBTOTAL (HOURS)	914														
SUBTOTAL (FEE)	\$154,780														
SAM SCHWARTZ ENGINE	ERING		,		,				,	,	,	,			
Stacey Meekins, AICP	\$237	0	0	0	0	0	6	0	0	0	0	4	0	8	2
Donald R. Tone, PE	\$250	6	0	0	0	0	40	0	0	0	4	8	2	24	2
Jesse McGowan, AICP	\$155	6	12	8	2	8	16	0	8	12	4	8	4	32	8
Byron A. Nicholas, PP, AICP	\$146	6	12	8	0	8	40	0	8	12	0	8	0	24	6
Katherine Nickel, AICP	\$104	0	0	0	0	8	0	10	8	9	0	0	0	12	0
SUBTOTAL (HOURS)	413														
SUBTOTAL (FEE)	\$70,240					-									
GWA PLANNING															
David Woods, PhD, FAICP, PP	\$175	8	6	0	0	8	0	6	6	12	6	4	0	4	4
SUBTOTAL (HOURS)	64														
SUBTOTAL (FEE)	\$11,200														
DIRECT COSTS															
Travel Expenses	\$2,500														
Demonstration Project Materials	\$5,000														
Vision Zero Ambassadors	\$3,600														
Printing Budget	\$1,500														
Vision Zero Branded Merchandise	\$1,000														
SUBTOTAL (DIRECT COSTS)	\$13,600														
GRAND TOTAL	\$249,820														

# SUBMISSION DOCUMENTS \_\_\_\_\_

# **Contractor's Statement**

Pursuant to Section 103.1 of the Stamford Code of Ordinances, I hereby provide the following: If a joint venture, trustee, partnership, limited liability company or partnership, the names and addresses of all joint ventures, beneficiaries, partners or members: If a corporation, the names and addresses of all officers, and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stocks. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% if the common or preferred stock of said holding company. Mike Lydon - 345 Clinton Avenue, 5F, Brooklyn, NY 11201 Tony Garcia - 6815 SW 57 Terrace, Miami, FL 33143 The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford. Mike Lydon Name of Bidder/Proposer: Signature of Bidder/Proposer: Title: Principal Company Name: \_\_\_The Street Plans Collaborative, Inc. Address: 5879 Sunset Drive, Suite 2, South Miami, FL 33143 Indicate if company submitting this proposal is: X MBE WBE DBE (Certified only in NYC)

# <u>City of Stamford</u> <u>State of Connecticut Contractor Verification (in accordance with Public Act 16-67)</u>

# Compliance Affidavit

become aware of any information indicating such a finding, or otherwise gain knowledge of such a condition, I and/or said Contractor will immediately forward such information to the City of Stamford.

Contractor Name:	The Street Plans	Collab	oorative	, Inc.		
Street Address:	5879 Sunset Drive	, Suite	2			
City, State, Zip:	South Miami, FL	33143				
Title of person con	npleting this form	ı: <u> </u>	peration	s Manager		
Printed Name:	April Oh 2 4 / 2022					
Date: //A ACKNOWLEDGN STATE OF COUNTY OF				ss		
Date: Jane	y 24, 2023	-	Oh	as	Operation	Merigan
Personally of the above named to the best of his/he	appeared Appeared Contractor, and er knowledge and	attect	ed that	the foregoing st	atements are tru	e and accurate
Notary Pu	Inomás G. Mei iblic - State of New York o. 1 ME6222532 ed in Queens County on Expires September 07, 2026			nature of Notary		67/2026

# **Non-Collusion Affidavit**

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

- The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
- Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
- No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer. The Street Plans Colla	aborative,	Inc.		
By: The M				
Print Name: April Oh				
Title: Operations Manager				
ACKNOWLEDGMENT				
STATE OF New YORK	_			
COUNTY OF Queen		SS		
Date: 24,2023				
Personally appeared	Oh	, as	Operation.	Mereger
of the above named firm, and attested that the best of his/her knowledge and belief.	he forego	ing statements	s are true and ac	curate to the
Shows the Average States of the Control of the Cont		T	n -	
	Signatu My Cor	re of Notary F nmission Exp	rublic ires:_ U 4 (.7	1226

EFFECTIVE: 2/24/09

Thomas G. Mei
Notary Public - State of New York
No. 01ME6222532
Qualified in Queens County
My Commission Expires September 07, 2026

# CERTIFICATE OF CORPORATE RESOLUTION RFQ/RFP

I,	Mike Lydon	, SECRETA	RY OFThe S	Street Plans Collab	porative, Inc.	
A C	ORPORATION EXISTIN	G UNDER THI	E LAWS OF T	HE STATE OF	Florida	, DO
HEI	REBY CERTIFY THAT T	HE FOLLOWII	NG IS A TRUI	E COPY OF CEI	RTAIN RESOLU	TIONS
AD	OPTED BY THE BOARD	OF DIRECTO	RS OF SAID C	COMPANY, AT	A MEETING TH	HEREOF
DUI	LY CALLED AND HELD	ON THE5	th DAY OF	January	, 20 23	3
•	"RESOLVED, THAT THE	Secretar	ry (and Vice Pr	esident)		
(	OF THE CORPORATION	BE AND IS H	EREBY AUTH	IORIZED TO S	IGN	
	A CONTRACT WITH TH	E CITY OF ST	AMFORD, CC	NNECTICUT F	FOR	
Tr	raffic Engineering Consultant	for Stamford Vi	sion Zero Action	<u>Plan</u> , RFP/R	FQ No. <u>893</u>	<u>".</u>
I, FU	URTHER CERTIFY THA	r,Mik	e Lydon		IS TI	HE DULY
ELE	ECTED Vice President &	Secretary (	F The Street	Plans Collabora	ative, Inc.	
ANI	D THE FOREGOING RES	OLUTION HA	S NOT BEEN	MODIFIED OR	R REPEALED A	ND IS
IN F	FULL FORCE AND EFFE	CT.				
IN V	WITNESS WHEREOF, I H	AVE, HEREU	NTO, SUBSCI	RIBED BY NAN	ME AND AFFIX	ED
THE	E SEAL OF SAID CORPO	RATION THE	5thDA	Y OF <u>Janua</u>	, 20 <u>2</u>	
The state of the s	SEAL OR		<i>Ö</i> Z SECRE	Z/Z/CTARY		

# PROPOSER'S INFORMATION AND ACKNOWLEDGEMENT FORM

RFP No: 893		
Date: 01/05/2022		
Proposer's Name: The Street Plans Collabor	rative, Inc.	
Street Address: 5879 Sunset Drive, Ste 2		
South Miami	FL	33143
City	State	Zip
Business Telephone: 917.767.9850		
Email: mike@streetplans.org		
Unique Entity ID:	Tax Id. No.:_	27-2163948
Indicate (Yes/No) if company submitting the	his proposal is:	
No MBE No No (If yes, attach relevant certification)	WBE	NoDBE
Signature:	Date:_	1/20/2022
Printed Name: Mike Lydon		
Title: Principal		
Addenda Acknowledgement – check and n	ote date of addendum	l
🛚 Addenda No. 1 January 20, 2023	☐ Addenda No. 2	,
☐ Addenda No. 3	☐ Addenda No. 4	
☐ Addenda No. 5	☐ Addenda No. 6	
☐ Addenda No. 7	☐ Addenda No. 8	
☐ Addenda No. 9	☐ Addenda No. 1	0
☐ Addenda No. 11	☐ Addenda No. 1	2



# Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  The Street Plans Collaborative, Inc.											
	2 Business name/disregarded entity name, if different from above											
n page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check following seven boxes.  ☐ Individual/sole proprietor or ☐ C Corporation ☒ S Corporation ☐ Partnership	eck only <b>o</b>				certa	ain e		, not	les app individ e 3):		
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Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member or LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single disregarded from the owner should check the appropriate box for the tax classification of its own.	owner of th gle-membe	e L	LC is	3	Exen	•		n FA	TCA re	portir	ng
ecif	☐ Other (see instructions) ►					(Applie	es to a	accounts	maint	ained outs	ide the	U.S.)
See <b>Sp</b>	5 Address (number, street, and apt. or suite no.) See instructions.	Requeste City o	of S	Star	nf	ord						
0)	6 City, state, and ZIP code	888 V							ard			
	7 List account number(s) here (optional)	Stami	oı	'd, (	СТ	069	901	1				
Par	Taxpayer Identification Number (TIN)											
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	U.G.	So	cial s	sec	urity	nun	nber	1			
reside entitie	up withholding. For individuals, this is generally your social security number (SSN). However, the talien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other was, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	et a				_			-			
TIN, la			r Fm	nlov	or i	identi	ifics	ation n	umb	nor.		_
	If the account is in more than one name, see the instructions for line 1. Also see What Name per To Give the Requester for quidelines on whose number to enter.	and [		Picy	]	T T	T				Т	=
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Par												
Unde	r penalties of perjury, I certify that:											
2. I ar Sei	e number shown on this form is my correct taxpayer identification number (or I am waiting for n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b rvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest longer subject to backup withholding; and	) I have n	ot l	oeer	n	otifie	d b	y ťĥe l	Inter			
3. I ar	n a U.S. citizen or other U.S. person (defined below); and											
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	ng is corre	ect.									
you ha acquis other	rication instructions. You must cross out item 2 above if you have been notified by the IRS that you ave failed to report all interest and dividends on your tax return. For real estate transactions, item 2 sition or abandonment of secured property, cancellation of debt, contributions to an individual retire than interest and dividends, you are not required to sign the certification, but you must provide you	does not ement arr	ap ang	ply. geme	Fói ent	r mor (IRA)	tga ), ar	ge inte nd ger	eres neral	t paid, ly, pay	ment	ts
Sign Here		Date ►	01	/05	/20	023						

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

# **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct  $\mathsf{TIN}$ .

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with <u>Sections 46a-68-1 to 46a-68-17</u> of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

# INSTRUCTIONS AND OTHER INFORMATION

The following <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to <u>Sections 4a-60</u> and <u>4a-60a</u> CONN. GEN. STAT., and <u>Sections 46a-68j-23</u> of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

# 1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and BUILDING AND GROUNDS CLEANING AND control the major functions of an organization through MAINTENANCE: This category includes occupations subordinates who are at the managerial or supervisory level. involving landscaping, housekeeping, and janitorial They make policy decisions and set objectives for the services. Job titles found in this category include company or departments. They are not usually directly supervisors of landscaping or housekeeping, janitors, involved in production or providing services. Examples maids, grounds maintenance workers, and pest control include top executives, public relations managers. managers of operations specialties (such as financial, CONSTRUCTION AND human resources, or purchasing managers), and construction category includes construction trades and related and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** occupations include managers and professionals who work laborers, electricians, plumbers (and related trades), with the financial aspects of the business. These occupations roofers, sheet metal workers, elevator installers, include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, painters. Paving, surfacing, and tamping equipment credit, and financial analysts.

MARKETING AND SALES: Occupations related to the floor and tile installers and finishers are also included in act or process of buying and selling products and/or this category. First line supervisors, foremen, and helpers services such as sales engineer, retail sales workers and in these trades are also grouped in this category. sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs operators: refuse and recyclable material collectors: and involve the preparing, transcribing, and preserving of written miscellaneous material moving workers. communications and records; collecting accounts; gathering PRODUCTION WORKERS: The job titles included in and distributing information; operating office machines and electronic data processing equipment; and distributing mail Job titles listed in this category include telephone operators. bill and account collectors, customer service representatives secretaries and administrative assistants. dispatchers. computer operators and clerks (such as payroll, shipping stock, mail and file).

workers.

**EXTRACTION:** occupations. Job titles found in this category include These boilermakers, masons (all types), carpenters, construction hazardous materials removal workers, paperhangers, and operators; drywall and ceiling tile installers; and carpet,

> INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station

this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; stone/metal precious workers; painting workers: cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

White (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

<u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.

<u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

# BIDDER CONTRACT COMPLIANCE MONITORING REPORT

# PART 1 – Bidder Information

Company Name: The Street Plans Collaborative, Inc	Bidder Federal Employer
Street Address: 5879 Sunset Drive, Suite 2	Identification Number: 27-2163948
City & State: South Miami, FL 33143	Or
Chief Executive: Tony Garcia (51% owner)	Social Security Number:
Major Business Activity:	Bidder Identification
(brief description)	(response optional/definitions on page 1)
Transportation planning and urban design practice.	-Bidder is a small contractor? Yes x No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No
Bidder Parent Company:	
(If any)	
Other Locations in CT:	
(If any)	

# PART II - Bidder Nondiscrimination Policies and Procedures

PART II - Bidder Nondiscrimination Policies and Procedures	
1. Does your company have a written Affirmative	7. Do all of your company contracts and purchase orders contain
Action/Equal Employment Opportunity statement posted on	non-discrimination statements as required by Sections 4a-60 &
company bulletin boards?	4a-60a Conn. Gen. Stat.?
Yes No	Yes No
2. Does your company have the state-mandated sexual	8. Do you, upon request, provide reasonable accommodation
harassment prevention in the workplace policy posted on	to employees, or applicants for employment, who have
company bulletin boards?	physical or mental disability?
Yes No	Yes No
3. Do you notify all recruitment sources in writing of your	9. Does your company have a mandatory retirement age for all
company's Affirmative Action/Equal Employment Opportunity	employees?
employment policy? Yes No	Yes No
4. Do your company advertisements contain a written statement	10. If your company has 50 or more employees, have you provided at
that you are an Affirmative Action/Equal Opportunity Employer?	least two (2) hours of sexual harassment training to all of your
Yes No	supervisors? Yes No N/A
5. Do you notify the Ct. State Employment Service of all	11. If your company has apprenticeship programs, do they meet the
employment openings with your company?	Affirmative Action/Equal Employment Opportunity requirements of
Yes No	the apprenticeship standards of the Ct. Dept. of Labor?
	Yes No N/A
6. Does your company have a collective bargaining	12. Does your company have a written affirmative action Plan?
agreement with workers?	Yes No
Yes No	If no, please explain.
6a. If yes, do the collective bargaining agreements contain	We are an Equal Opportunity Employer with a thorough Anti-
non-discrimination clauses covering all workers? Yes No	Discrimination policy that we abide by.
	13. Is there a person in your company who is responsible for equal
6b. Have you notified each union in writing of your	employment opportunity? Yes No
commitments under the nondiscrimination requirements	If yes, give name and phone number: 415-314-6877
of contracts with the state of CT?	11 Jos, 8110 manie and phone namoor: 413-314-00//
Yes No	

- 1. Will the work of this contract include subcontractors or suppliers? No
  - 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)
    - A. Sam Schwartz is not a small contractor (gross revenue >\$15MM) or minority business enterprise
    - B. Greenwoods Associates is a small contractor (gross revenue <\$15MM) but not a minority business enterprise

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? No

PART IV - Bidder	Employment				Date						
OB CATEGORY*	OVERALL TOTALS	WHITE Hispanic		BLACI	K (not of Hispanic origin)	HIS	SPANIC	I	SIAN or PACIFIC LANDER		AN INDIAN or AN NATIVE
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE	12		4			3	4				
Total One Year Ago	12		4			3	5				
	FORM	MAL ON THE	JOB TRAINEES	(ENTER FIG	URES FOR THE SA	AME CATEG	ORIES AS A	RE SHOWN	ABOVE)		
Apprentices											
Trainees											

<sup>\*</sup>NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder H	liring a	nd Rec	ruitment Practic	(Page 5)		
Which of the following recruitment sources are used by you?  (Check yes or no, and report percent used)				Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
Ahil, Th			
7			

# **AGREEMENT**

ACITEMENT
THIS AGREEMENT ("Agreement") is entered into as of 2023 (the "Effective Date") by and between <b>The Street Plans Collaborative</b> , <b>Inc</b> . ("Street Plans"), with offices at 195 Plymouth Street, Floor 5, Suite 17, Brooklyn, NY 11201, and <b>Greenwoods Associates</b> ("GWA") with offices at 245 East 40th Street, Suite 30J, New York NY 10016. Street Plans and GWA may be referred to generically as a "Party", or collectively as "Parties."
WHEREAS, Street Plans is a corporation which has been contracted to work with the The City of Stamford, Connecticut ("Stamford"); and
WHEREAS, GWA aims to assist Street Plans by providing engineering and street design review services to Stamford in pursuit of design, materials, and process recommendations for a Vision Zero Action Plan for the City of Stamford.
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Street Plans and Sam Scwartz hereby agree as follows:
I. SERVICES
A. GWA will plan, manage and operate all aspects of the agreed upon Scope of Work ("Scope," see Exhibit A) in accordance with Street Plans' directions, policies and procedures.
B. GWA is not a lobbying firm and does not lobby. At no point in the Term or any Extension Period will GWA or its subcontractor(s) conduct lobbying activity on behalf of Street Plans or Stamford.
C. For purposes of administering this Agreement, Street Plans has designated Mike Lydon, Principal, to act as its duly authorized representative. For the purposes of administering this Agreement, GWA has designated David Woods, Principal/Executive Vice President to act as its duly authorized representative.
D. GWA will meet (in person or via video or conference call) regularly with Street Plans at mutually agreed upon times. Such meetings/calls shall be held at a frequency detailed in the Scope or On-Call Scope.
E. Unless otherwise expressly agreed in writing by the parties hereto, GWA shall have no authority to, and shall not, (i) make any statement on behalf of Street Plans, or (ii) bind or otherwise obligate Street Plans to any contract at any time.
II. TERM AND TERMINATION
A. The term ("Term") of this Agreement shall be through

\_\_\_, unless terminated earlier as provided herein. Street Plans

shall have the sole option to extend this Agreement on a month-to-month 1 basis for

- up to 12 additional months ("Extension Period"), to be exercised by Street Plans in its sole discretion no less than 10 days prior to contract expiration.
- B. Street Plans may terminate the Agreement at any time at its sole discretion, with or without cause, upon ten (10) days written notice. Street Plans reserves the right to withhold payment, in part or in full, for failure to comply with the material terms and conditions contained herein. In addition, in the event of GWA's material breach of the Agreement, Street Plans may terminate the Agreement by written notice if GWA fails to cure such breach within the seven (7) day notice period.
- C. In the event of the early termination of the Agreement, GWA's fees, as described herein, shall be adjusted on a pro rata basis, or refunded to Street Plans on a pro rata basis, as applicable, for work satisfactorily performed by GWA prior to the effective date of termination.

# III. CHANGES IN SCOPE OF SERVICES AND PERSONNEL, FIRM PRICE AND TAXES

- A. Street Plans reserves the right to make reasonable changes in the Services and in personnel.
- B. Any such changes will be directed in writing. If Street Plans directs any such changes that affect the cost of the Services or time required for performance, an equitable adjustment in the fees, or delivery schedule, or both, shall be agreed to by both parties. The parties agree to work together in good faith to address any such adjustment.
- C. The price agreed upon by the parties for the stated Services will not be subject to change during the Term of the Agreement or any Extension Period, except once annually, as part of GWA's typical rate adjustment.
- D. The price shall include all sales, franchise, income or other taxes with regard to the work, which shall be paid by GWA. GWAs assumes exclusive liability for and shall pay all contributions or taxes imposed or required by the unemployment insurance laws of New York, the Federal Social Security Act, or any other act, now or hereafter in effect, upon or in respect to wages, salaries, health insurance, benefits or other compensation paid to employees engaged upon or in connection with the work to be performed.

### IV. FEES, PAYMENT AND INVOICES

- A. Street Plans will pay GWA a flat rate set forth in Exhibit A.
  - 1. For the execution of the Scope as set forth in Exhibit A, Street Plans will pay GWA an amount not to exceed \$11,200 without prior approval of Street Plans.

- 2. With written pre-authorization from Street Plans, GWA may take on an expanded scope/fee, for a fee agreed to by the Parties in the applicable work order.
- 3. GWA shall be reimbursed by Street Plans for reasonable and authorized travel expenses incurred in connection with the Services hereunder, not to exceed the fees per task above. GWA must provide Street Plans with receipts satisfactory to Street Plans for all Expenses incurred for which reimbursement is sought. Any expense of more than \$500 shall require prior written approval from Street Plans.
- B. GWA shall submit invoices for Services to Street Plans monthly, itemizing hours worked and billable rate. Invoices shall be in a format approved by Street Plans. Invoices will be paid within thirty (30) days of the invoice receipt, provided that detailed and complete invoices are submitted in a proper and timely manner.
- C. The invoice shall include the full names of each person assigned to the contract, hours worked during the invoice period with a description of the work performed, and the hourly billable rate for each worker for the invoice period.

### V. INTELLECTUAL PROPERTY

- A. GWA acknowledges and agrees that Street Plans owns all rights in and to Street Plans trademarks and logos, including trademark rights and copyrights, and agrees not to challenge such intellectual property rights of Street Plans in the future. Subject to the terms and conditions herein, Street Plans hereby grants to GWA the right and permission to use the Street Plan names, trademarks and logos ("SP Marks") in any and all materials, brochures, letters, signage or other tangible or online materials in connection with the execution of the Services. Proposed use of all SP Marks must be approved in advance by Street Plans. Street Plans may provide GWA with additional trademarks and logos to use solely for the Term of this Agreement for the fulfillment of GWA' obligations herein. Street Plans grants such permission solely in connection with the fulfillment of GWA's obligations during the Term of the Agreement. In the event of termination of this Agreement, this permission will be deemed withdrawn.
- B. GWA acknowledges that for purposes of the U.S. Copyright Law, any materials prepared under this Agreement, including without limitation any materials prepared by subcontractors, will be deemed a work specifically commissioned and all rights in such work will be a "work made for hire" and will belong entirely to the Street Plans, its successors and assigns, in perpetuity and it or they may make use of such rights in all media throughout the universe without further obligation to GWA. Street Plans hereby grants to GWA the right and permission to use any/all final and approved "works made for hire" in any/all of said 3 company's digital and print promotional and educational materials (website, print and digital proposals, workshop presentations, trainings etc.), with proper attribution to Street Plans and under the provision of Section 5, Item A of this agreement. Nothing in the prior sentence shall be construed to grant GWA the right to use drafts or unapproved "works made for hire" hereunder. If

it is determined that any such materials are not works made for hire, GWA will be deemed to have assigned all right, title and interest therein, including the copyright, to Street Plans and will be deemed to have waived any right to terminate such assignment. GWA will cause a similar provision to be included in each and every subcontract GWA has with a subcontractor performing services under this Agreement, except to the extent such requirement is waived in a particular circumstance.

- C. GWA represents and warrants that, to the best of GWA's knowledge the content of each deliverable provided under this Agreement is an original creation of GWA (or its subcontractor) and does not infringe or violate the copyright, trademark, intellectual property, right of publicity, right of privacy, any other proprietary or other rights of any third-party, and shall not defame, slander or libel any individual or entity. GWA will require every third-party subcontractor, individual or agent performing Services related to this Agreement to make a similar representation.
- D. It will be the responsibility of GWA to make certain that the necessary contracts or releases have been obtained with or from those whose names, likenesses, testimonials, quotes, photos, videos, audio clips, scripts, musical compositions or similar materials GWA uses in the materials prepared under this Agreement. GWA agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) against any liabilities or expenses incurred by them as a result of GWA's failure to obtain the sufficient contracts or releases as mentioned above.

### VI. CONFIDENTIALITY

All materials and information obtained by GWA from or through Street Plans in GWA's performance of this Agreement (other than information which has previously been publicly disseminated by Street Plans without restriction or is otherwise in the public domain through no fault of GWA) shall be treated by GWA as strictly and proprietary to Street Plans ("Confidential Information"). GWA agrees to keep all Confidential Information in strict confidence and shall treat such Confidential Information with at least the same degree of care as it treats its own Confidential Information. GWA shall not use or disclose any Confidential Information, except on a need to know basis to its employees, subcontractors and agents (each a "Restricted Person") who are themselves assisting GWA in the performance of the Services and who are under written confidentiality obligations. GWA's confidentiality obligations under this Section VI are in addition to, and not in substitution for, any undertakings by GWA under any standalone confidentiality agreement that may be required by Street Plans. This confidentiality obligation shall extend indefinitely. GWA represents and warrants that the collection of personally identifying information is neither necessary nor contemplated for the provision of Services. If GWA becomes aware that personally identifying information is or may be collected, GWA will immediately notify Street Plans and comply with any and all applicable legal requirements, as well as any restrictions imposed by Street Plans with respect to such personally identifying information or the collection, use, dissemination, storage or destruction 4 thereof, GWA represents and warrants that it complies with all applicable privacy and security laws, including the NYS Information Security Breach and Notification Act. GWA will cause a similar provision to be included in each and every subcontract GWA has with a subcontractor performing services

under this Agreement, except to the extent such requirement is waived in a particular circumstance by Street Plans.

### VII. INDEMNIFICATION

To the fullest extent permitted by law, GWA shall indemnify and hold harmless Street Plans and Stamford (collectively, the "Indemnified Parties") from and against all injury, loss, claims, damages, judgments or liabilities (including reasonable costs and expenses, legal or otherwise) to any person or property, arising from, related to or in connection with the Services provided under the Agreement by GWA or its agents, employees, subcontractors, contractors or permittees to which any Indemnified Party maybe subject, but only to the extent caused by (a) any negligent act

or omission, willful misconduct, material breach of the Agreement or failure to comply with the law, by GWA or its agents, employees, subcontractors, contractors or permittees, or (b) any third-party claim that any deliverables or other materials provided by GWA or its subcontractor, or Street Plans' use, as contemplated in this Agreement, of such deliverables or materials (or a portion thereof), is in violation of GWA's representations provided for in this Agreement or infringes the intellectual property rights or other rights of a third-party, including, but not limited to, third-party claims alleging copyright or other intellectual property infringement, violation of privacy rights, libel, slander or defamation. GWA shall also require such indemnification of the Indemnified Parties from its agents, subcontractors, contractors and permittees.

# VIII. REPRESENTATIONS, WARRANTIES & COVENANTS

- A. Street Plans represents, warrants and covenants that it possesses all rights required to enter into and perform this Agreement, and to grant all the rights as contemplated herein without violating the rights of any third party.
- B. GWA represents, warrants and covenants that: (i) it possesses all rights required to enter into and perform this Agreement as contemplated herein without violating the rights of any third party; (ii) it will perform the work under this Agreement in a professional manner according to the industry standards, with qualified personnel who are legally authorized to work in the U.S.; and (iii) all work performed hereunder shall comply with all requirements of applicable federal, state, and local laws, regulations, executive orders, regulations and rules, including, without limitation, the Occupational Safety and Health Act of 1970, the Affordable Care Act and equal employment opportunity laws, including E.O.50; and all applicable laws, ordinances, rules, regulations and orders of any public authority. 5
- C. GWA represents, warrants and covenants that it shall obtain all other necessary federal, state and village permits, licenses and authorizations for the Services to be performed hereunder and shall be responsible for the payment of any related taxes, fines or penalties, and shall provide Street Plans with a copy of such permits, licenses and authorizations upon request prior to the applicable Services being rendered.
- D. Street Plans shall provide GWA with a copy of Street Plans' Equal Employment Opportunity/Sexual Harassment Policy, and GWA represents, warrants and

covenants that its employees and contractors shall be informed of, and shall comply with, such policy.

# E. Non-Discrimination Policy:

- 1. The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, intellectual disability, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- 2. the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (CCHRO):
- 3. the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- 4. the contractor agrees to comply with each provision of this section and Conn. Gen. Stat.Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k (reference statutes at cga.ct.gov), inclusive, and with each regulation or relevant order issued by said CCHRO;
- 5. the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

### IX. INSURANCE

A. Throughout the term of this Agreement (including the initial Term and Extension Period), GWA shall maintain and shall cause all its subcontractors and permittees to maintain in effect the following insurance coverage: (i) Commercial General Liability Insurance covering all premises, operations, products and completed operations, and

contractual coverage written on an occurrence basis relating to the work performed under this Agreement providing a limit of not less than \$2,000,000 in the aggregate and not less than \$1,000,000 combined single limit for bodily injury, personal injury and property damage; such insurance shall be as broad as the latest edition of ISO Form CG 00 01; and (ii) if vehicles are used in the performance of this Agreement, Commercial Automobile Liability Insurance covering all owned (if any), non-owned and hired vehicles operated by you providing a limit of \$1,000,000 combined single limit for bodily injury and property damage. Street Plans and Stamford, together with its officials and employees, and SBS, and their respective directors, officers, agents, employees and volunteers, shall be additional named insureds on all such policies listed above (on ISO Forms CG 20 10, CG 20 37, CG 20 01, and CG 20 26, as appropriate to the applicable entity, or an endorsement that is at least as broad). GWA shall be named as an additional insured on such policies obtained by its subcontractors and permittees. Such policies shall provide coverage to each such additional named insured on a primary and noncontributory basis and shall include waivers of subrogation in favor of each additional named insured for any loss of claims paid or payable under such policies.

- B. During the performance of the work covered by this Agreement, GWA shall maintain and shall require any subcontractors to maintain Workers Compensation Insurance, disability benefits and employer's liability in the statutorily required amounts.
- C. GWA also shall maintain, and shall require its subcontractors to maintain, professional liability insurance for claims arising out of negligent performance of professional services with minimum policy limit of \$1,000,000 per claim and \$1,000,000 annual aggregate, and such professional liability insurance shall be maintained for a period of at least six (6) years beyond the expiration or termination of this Agreement.
- D. All insurance policies required by this Agreement shall be in form and substance satisfactory to Street Plans and shall be obtained from responsible companies authorized to do business in the State of New York with a minimum "Best's" rating of no less than A-/"VII". Evidence of this insurance shall be supplied to Street Plans for review and approval prior to the commencement of any work under this Agreement. 6
- E. All insurance required by this Agreement shall provide that any change in or cancellation of any such policies shall not be valid until Street Plans has had thirty (30) days' notice in writing of such change or cancellation.
- F. GWA shall procure and deliver to Street Plans, Stamford, and SBS certificates of insurance executed by the insurance companies providing such insurance prior to performing any services under this Agreement.
- G. If Street Plans or SBS reasonably determines that additional insurance, riders or insurance provisions are properly required, GWA shall obtain such additional insurance, riders or provisions, as requested.

# X. INDEPENDENT CONTRACTOR

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that in the performance of the terms and conditions of the Agreement, GWA will not be deemed to be acting as an agent of Street Plans, or Stamford by virtue of the Agreement or by virtue of any approval, grant, or other authorization given by Street Plans. GWA shall be an independent contractor performing services for Street Plans without power or authority to bind Street Plans, or the Village. GWA shall be solely responsible for all acts taken or omitted by GWA, its employees, agents, subcontractors and permittees. GWA assumes exclusive liability for and shall pay, or ensure that its subcontractors pay, all contributions or taxes imposed or required by the unemployment insurance laws of New York, the Federal Social Security Act, or any other act, now or hereafter in effect, upon or in respect to wages, salaries, health insurance, benefits, workers compensation or other compensation paid to employees engaged upon or connection with the work to be performed hereunder. GWA shall indemnify, defend, and hold Street Plans harmless (including reasonable attorney's fees and disbursements) against any claims for any such compensation, taxes, contributions or employee benefits, including any penalties imposed by a government entity on Street Plans, and for any claim based on an accident or injury of its employees, agents and subcontractors.

# XI. ASSIGNMENT, SUBCONTRACTING

This Agreement being based upon GWA's special qualifications for the Services herein contemplated, GWA may not assign or subcontract the Agreement, or any portion thereof, without the express written consent of Street Plans. Street Plans shall be under no obligation to compensate any party, including GWA, for work done by assignment, subcontracting or other transfer of this Agreement or any part hereof in violation of this Agreement. Street Plans shall have the right to (a) terminate this Agreement upon the termination or expiration of the agreement between Stamford and the Street Plans or (b) transfer the Agreement, in whole or in part, to Stamford, or any agency or instrumentality thereof or any corporation governed thereby having authority to accept such assignment, provided that Stamford shall have an option to terminate this Agreement upon the termination or expiration of the agreement between Stamford and Street Plans. Any subcontract for any portion of the Services to be rendered under the Agreement shall require the express prior written approval of Street Plans. Street Plans shall not be relieved of any obligations hereunder by reason of any such approved subcontracting. Notwithstanding the foregoing, Street Plans retains the right, in its sole discretion for any reason, to directly engage any vendor(s) or third-party personnel to assist with the Services.

#### XII. NO WAIVER

The failure of either party to insist on strict performance of any of the terms or conditions of the Agreement or of the party's rights thereunder in any one or more instances shall not constitute a waiver by the party of such performances, terms, conditions, or rights, whether then or for the future. Any waiver shall be effective only in writing and signed by the party's authorized representative, and only with respect to the particular case expressly covered therein.

A. GWA shall look solely to the funds appropriated by Street Plans for the Agreement for the satisfaction of any claim or cause of action GWA may have in connection with the Agreement or the failure of Street Plans to perform any of its obligations thereunder. No board member, officer, employee, agent, volunteer or other person authorized to act on behalf of Street Plans shall have any personal liability in connection with the Agreement or any failure of Street Plans to perform its obligations thereunder.

B. GWA agrees that no action against Street Plans in connection with the Agreement shall occur or be maintained unless such action is commenced within 6 months after (i) the termination of the Agreement, or (ii) the cause for said action takes place, whichever occurs earlier.

#### XIV. SPECIFIC PERFORMANCE

Without intending to limit the remedies available to the parties hereto, each party acknowledges that a breach of any of the agreements and other promises set forth in Sections V and VI of this Agreement may result in material and irreparable injury to any other party for which there is no adequate remedy at law, and that it may not be possible to measure damages for such injuries with reasonable certainty. In the event of such a breach or threat thereof, the aggrieved party shall be entitled to seek preliminary and/or permanent injunctions or such other relief as may be required to specifically enforce any of the promises and other covenants of the other party under Sections V and VI of this Agreement.

# XV. BOOKS, RECORDS, AUDITS AND INSPECTIONS

- A. GWA shall keep accurate records and books in accordance with generally accepted accounting practices and any standards issued by Stamford..
- B. Such books and records shall include, but are not limited, to the employees' time worked and payment receipt; accounts receivable and payable; purchase orders and sales receipts; and liabilities and payments rendered for the purposes of the Agreement.
- C. All of GWA's books and records related to the Agreement shall be available upon three (3) business days' notice for the purposes of auditing or inspection for purposes of verifying compliance with the terms of the Agreement and applicable law.
- D. Street Plans reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.

# XVI. ENTIRE AGREEMENT

This Agreement, inclusive of Exhibits hereto, represents the entire understanding between the parties and may not be modified except in a writing signed by both parties. No prior oral statements or contemporaneous negotiations or understandings shall be of any force and effect.

This Agreement will be governed by and construed under the laws of the State of New York without regard to conflicts of law principles, and the parties hereby submit to the jurisdiction of the courts of the State of New York, County of Westchester, for the resolution of any dispute arising under this Agreement.

# XVIII. FORCE MAJEURE

In the event that either party is rendered unable by reason of an event of Force Majeure to perform, wholly or in part, any obligation or commitment set forth in this Agreement, then upon such party giving notice and the particulars of such event to the other party as soon as practicable after the occurrence thereof, the obligations of such party shall be suspended to the extent and for the period of such Force Majeure condition. If there is an event of Force Majeure affecting a party's performance, the parties shall cooperate to take commercially reasonable steps to remedy such event with all reasonable dispatch to ensure resumption of performance. "Force Majeure" means acts of God, strikes, lockouts or industrial disputes or disturbances, interruptions by government or court order, decisions and rulings of governmental authorities, acts of enemies, wars, rioting, blockades, insurrections, terrorist attack, inability to secure labor or materials, epidemics, pandemics, public health emergencies, lightening, earthquakes, fires, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and maintain operations, explosions, breakage or accident to machinery or equipment, labor union strikes or unrest, or any other cause, whether of the kind enumerated herein or otherwise, not reasonably within the control of the party claiming force majeure.

#### XIX. OTHER

- A. If any term or provision of this Agreement or the application thereof to any entity or individual in any circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such term or provision to the entities or individuals or in the circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby. Each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- B. In the event of any conflicting terms or conditions between the Agreement and any Exhibits, Attachment or Appendices hereto, the Agreement will supersede and govern.
- C. Except to the extent otherwise expressly provided for herein, all notices, demands, consents and approvals given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served when presented personally, delivered to an overnight courier service with guaranteed next business day delivery or, if deposited in the mail, postage prepaid, certified or registered, return receipt request, addressed to the parties hereto at their respective addresses first set forth above upon the earlier of actual receipt thereof or the fifth calendar day after such mailing. Any party may change its address by notice to the other party.

- D. Any provision of this Agreement, the performance of which requires that it be in effect after the expiration of the Term (including the Extension Period) will survive such expiration and will remain operative and in full force.
- E. This Agreement may be executed in counterparts and may be delivered via pdf, facsimile or by other electronic means.
- F. In no event shall either party be liable to the other for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits, lost tax credits, or interruption of business) arising out of or related to the services provided under this Agreement, even if advised of the possibility of such damages.
- G. To the fullest extent permitted by law, the total liability, in the aggregate, of GWA, GWA's officers, directors, partners, employees, agents, and subconsultants, to Street Plans, and anyone claiming by, through or under Street Plans for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total compensation received by GWA or \$50,000, whichever is greater.

Agreed to by:		
The Street Plans Collaborative, Inc.		
Signature	 Date	
Michael Lydon, Principal		
Greenwoods Associates		
Signature:	 Date	
David Woods Principal/Executive Vice President		

# **AGREEMENT**

AOREEMENT
THIS AGREEMENT ("Agreement") is entered into as of 2023 (the "Effective Date") by and between <b>The Street Plans Collaborative</b> , <b>Inc</b> . ("Street Plans"), with offices at 195 Plymouth Street, Floor 5, Suite 17, Brooklyn, NY 11201, and <b>Sam Schwartz Engineering</b> , <b>D.P.C.</b> , with offices at 322 8th Ave, New York, NY 10001. Street Plans and Sam Schwartz may be referred to generically as a "Party", or collectively as "Parties."
WHEREAS, Street Plans is a corporation which has been contracted to work with the The City of Stamford, Connecticut ("Stamford"); and
WHEREAS, Sam Schwartz aims to assist Street Plans by providing engineering and street design review services to Stamford in pursuit of design, materials, and process recommendations for a Vision Zero Action Plan for the City of Stamford.
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Street Plans and Sam Scwartz hereby agree as follows:
I. SERVICES
A. Sam Schwartz will plan, manage and operate all aspects of the agreed upon Scope of Work ("Scope," see Exhibit A) in accordance with Street Plans' directions, policies and procedures.
B. Sam Schwartz is not a lobbying firm and does not lobby. At no point in the Term or any Extension Period will Sam Schwartz or its subcontractor(s) conduct lobbying activity on behalf of Street Plans or Stamford.
C. For purposes of administering this Agreement, Street Plans has designated Mike Lydon, Principal, to act as its duly authorized representative. For the purposes of administering this Agreement, Sam Schwartz has designated Stacey Meekins, Principal to act as its duly authorized representative.
D. Sam Schwartz will meet (in person or via video or conference call) regularly with Street Plans at mutually agreed upon times. Such meetings/calls shall be held at a frequency detailed in the Scope or On-Call Scope.
E. Unless otherwise expressly agreed in writing by the parties hereto, Sam Schwartz shall have no authority to, and shall not, (i) make any statement on behalf of Street Plans, or (ii) bind or otherwise obligate Street Plans to any contract at any time.
II. TERM AND TERMINATION
A. The term ("Term") of this Agreement shall be through, unless terminated earlier as provided herein. Street Plans

shall have the sole option to extend this Agreement on a month-to-month 1 basis for

- up to 12 additional months ("Extension Period"), to be exercised by Street Plans in its sole discretion no less than 10 days prior to contract expiration.
- B. Street Plans may terminate the Agreement at any time at its sole discretion, with or without cause, upon ten (10) days written notice. Street Plans reserves the right to withhold payment, in part or in full, for failure to comply with the material terms and conditions contained herein. In addition, in the event of Sam Schwartz's material breach of the Agreement, Street Plans may terminate the Agreement by written notice if Sam Schwartz fails to cure such breach within the seven (7) day notice period.
- C. In the event of the early termination of the Agreement, Sam Schwartz's fees, as described herein, shall be adjusted on a pro rata basis, or refunded to Street Plans on a pro rata basis, as applicable, for work satisfactorily performed by Sam Schwartz prior to the effective date of termination.

# III. CHANGES IN SCOPE OF SERVICES AND PERSONNEL, FIRM PRICE AND TAXES

- A. Street Plans reserves the right to make reasonable changes in the Services and in personnel.
- B. Any such changes will be directed in writing. If Street Plans directs any such changes that affect the cost of the Services or time required for performance, an equitable adjustment in the fees, or delivery schedule, or both, shall be agreed to by both parties. The parties agree to work together in good faith to address any such adjustment.
- C. The price agreed upon by the parties for the stated Services will not be subject to change during the Term of the Agreement or any Extension Period, except once annually, as part of Sam Schwartz's typical rate adjustment.
- D. The price shall include all sales, franchise, income or other taxes with regard to the work, which shall be paid by Sam Schwartz. Sam Schwartzs assumes exclusive liability for and shall pay all contributions or taxes imposed or required by the unemployment insurance laws of New York, the Federal Social Security Act, or any other act, now or hereafter in effect, upon or in respect to wages, salaries, health insurance, benefits or other compensation paid to employees engaged upon or in connection with the work to be performed.

# IV. FEES, PAYMENT AND INVOICES

- A. Street Plans will pay Sam Schwartz a flat rate set forth in Exhibit A.
  - For the execution of the Scope as set forth in Exhibit \_\_\_\_\_\_, Street Plans will
    pay Sam Schwartz an amount not to exceed \$70,240 without prior approval of
    Street Plans.

- 2. With written pre-authorization from Street Plans, Sam Schwartz may take on an expanded scope/fee, for a fee agreed to by the Parties in the applicable work order.
- 3. Sam Schwartz shall be reimbursed by Street Plans for reasonable and authorized travel expenses incurred in connection with the Services hereunder, not to exceed the fees per task above. Sam Schwartz must provide Street Plans with receipts satisfactory to Street Plans for all Expenses incurred for which reimbursement is sought. Any expense of more than \$500 shall require prior written approval from Street Plans.
- B. Sam Schwartz shall submit invoices for Services to Street Plans monthly, itemizing hours worked and billable rate. Invoices shall be in a format approved by Street Plans. Invoices will be paid within thirty (30) days of the invoice receipt, provided that detailed and complete invoices are submitted in a proper and timely manner.
- C. The invoice shall include the full names of each person assigned to the contract, hours worked during the invoice period with a description of the work performed, and the hourly billable rate for each worker for the invoice period.

# V. INTELLECTUAL PROPERTY

- A. Sam Schwartz acknowledges and agrees that Street Plans owns all rights in and to Street Plans trademarks and logos, including trademark rights and copyrights, and agrees not to challenge such intellectual property rights of Street Plans in the future. Subject to the terms and conditions herein, Street Plans hereby grants to Sam Schwartz the right and permission to use the Street Plan names, trademarks and logos ("SP Marks") in any and all materials, brochures, letters, signage or other tangible or online materials in connection with the execution of the Services. Proposed use of all SP Marks must be approved in advance by Street Plans. Street Plans may provide Sam Schwartz with additional trademarks and logos to use solely for the Term of this Agreement for the fulfillment of Sam Schwartz' obligations herein. Street Plans grants such permission solely in connection with the fulfillment of Sam Schwartz's obligations during the Term of the Agreement. In the event of termination of this Agreement, this permission will be deemed withdrawn.
- B. Sam Schwartz acknowledges that for purposes of the U.S. Copyright Law, any materials prepared under this Agreement, including without limitation any materials prepared by subcontractors, will be deemed a work specifically commissioned and all rights in such work will be a "work made for hire" and will belong entirely to the Street Plans, its successors and assigns, in perpetuity and it or they may make use of such rights in all media throughout the universe without further obligation to Sam Schwartz. Street Plans hereby grants to Sam Schwartz the right and permission to use any/all final and approved "works made for hire" in any/all of said 3 company's digital and print promotional and educational materials (website, print and digital proposals, workshop presentations, trainings etc.), with proper attribution to Street Plans and under the provision of Section 5, Item A of this agreement. Nothing in the prior

sentence shall be construed to grant Sam Schwartz the right to use drafts or unapproved "works made for hire" hereunder. If it is determined that any such materials are not works made for hire, Sam Schwartz will be deemed to have assigned all right, title and interest therein, including the copyright, to Street Plans and will be deemed to have waived any right to terminate such assignment. Sam Schwartz will cause a similar provision to be included in each and every subcontract Sam Schwartz has with a subcontractor performing services under this Agreement, except to the extent such requirement is waived in a particular circumstance.

- C. Sam Schwartz represents and warrants that, to the best of Sam Schwartz's knowledge the content of each deliverable provided under this Agreement is an original creation of Sam Schwartz (or its subcontractor) and does not infringe or violate the copyright, trademark, intellectual property, right of publicity, right of privacy, any other proprietary or other rights of any third-party, and shall not defame, slander or libel any individual or entity. Sam Schwartz will require every third-party subcontractor, individual or agent performing Services related to this Agreement to make a similar representation.
- D. It will be the responsibility of Sam Schwartz to make certain that the necessary contracts or releases have been obtained with or from those whose names, likenesses, testimonials, quotes, photos, videos, audio clips, scripts, musical compositions or similar materials Sam Schwartz uses in the materials prepared under this Agreement. Sam Schwartz agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) against any liabilities or expenses incurred by them as a result of Sam Schwartz's failure to obtain the sufficient contracts or releases as mentioned above.

#### VI. CONFIDENTIALITY

All materials and information obtained by Sam Schwartz from or through Street Plans in Sam Schwartz's performance of this Agreement (other than information which has previously been publicly disseminated by Street Plans without restriction or is otherwise in the public domain through no fault of Sam Schwartz) shall be treated by Sam Schwartz as strictly and proprietary to Street Plans ("Confidential Information"). Sam Schwartz agrees to keep all Confidential Information in strict confidence and shall treat such Confidential Information with at least the same degree of care as it treats its own Confidential Information. Sam Schwartz shall not use or disclose any Confidential Information, except on a need to know basis to its employees, subcontractors and agents (each a "Restricted Person") who are themselves assisting Sam Schwartz in the performance of the Services and who are under written confidentiality obligations. Sam Schwartz's confidentiality obligations under this Section VI are in addition to, and not in substitution for, any undertakings by Sam Schwartz under any standalone confidentiality agreement that may be required by Street Plans. This confidentiality obligation shall extend indefinitely. Sam Schwartz represents and warrants that the collection of personally identifying information is neither necessary nor contemplated for the provision of Services. If Sam Schwartz becomes aware that personally identifying information is or may be collected, Sam Schwartz will immediately notify Street Plans and comply with any and all applicable legal requirements, as well as any restrictions imposed by Street Plans with respect to such

personally identifying information or the collection, use, dissemination, storage or destruction 4 thereof. Sam Schwartz represents and warrants that it complies with all applicable privacy and security laws, including the NYS Information Security Breach and Notification Act. Sam Schwartz will cause a similar provision to be included in each and every subcontract Sam Schwartz has with a subcontractor performing services under this Agreement, except to the extent such requirement is waived in a particular circumstance by Street Plans.

# VII. INDEMNIFICATION

To the fullest extent permitted by law, Sam Schwartz shall indemnify and hold harmless Street Plans and Stamford (collectively, the "Indemnified Parties") from and against all injury, loss, claims, damages, judgments or liabilities (including reasonable costs and expenses, legal or otherwise) to any person or property, arising from, related to or in connection with the Services provided under the Agreement by Sam Schwartz or its agents, employees, subcontractors, contractors or permittees to which any Indemnified Party maybe subject, but only to the extent caused by (a) any negligent act

or omission, willful misconduct, material breach of the Agreement or failure to comply with the law, by Sam Schwartz or its agents, employees, subcontractors, contractors or permittees, or (b) any third-party claim that any deliverables or other materials provided by Sam Schwartz or its subcontractor, or Street Plans' use, as contemplated in this Agreement, of such deliverables or materials (or a portion thereof), is in violation of Sam Schwartz's representations provided for in this Agreement or infringes the intellectual property rights or other rights of a third-party, including, but not limited to, third-party claims alleging copyright or other intellectual property infringement, violation of privacy rights, libel, slander or defamation. Sam Schwartz shall also require such indemnification of the Indemnified Parties from its agents, subcontractors, contractors and permittees.

# VIII. REPRESENTATIONS, WARRANTIES & COVENANTS

- A. Street Plans represents, warrants and covenants that it possesses all rights required to enter into and perform this Agreement, and to grant all the rights as contemplated herein without violating the rights of any third party.
- B. Sam Schwartz represents, warrants and covenants that: (i) it possesses all rights required to enter into and perform this Agreement as contemplated herein without violating the rights of any third party; (ii) it will perform the work under this Agreement in a professional manner according to the industry standards, with qualified personnel who are legally authorized to work in the U.S.; and (iii) all work performed hereunder shall comply with all requirements of applicable federal, state, and local laws, regulations, executive orders, regulations and rules, including, without limitation, the Occupational Safety and Health Act of 1970, the Affordable Care Act and equal employment opportunity laws, including E.O.50; and all applicable laws, ordinances, rules, regulations and orders of any public authority. 5
- C. Sam Schwartz represents, warrants and covenants that it shall obtain all other necessary federal, state and village permits, licenses and authorizations for the Services to be performed hereunder and shall be responsible for the payment of any related taxes, fines or penalties, and shall provide Street Plans with a copy of such

permits, licenses and authorizations upon request prior to the applicable Services being rendered.

D. Street Plans shall provide Sam Schwartz with a copy of Street Plans' Equal Employment Opportunity/Sexual Harassment Policy, and Sam Schwartz represents, warrants and covenants that its employees and contractors shall be informed of, and shall comply with, such policy.

# E. Non-Discrimination Policy:

- 1. The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved. in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, intellectual disability, or physical disability, including, but not limited to,blindness, unless it is shown by such contractor that such disability prevents performance of the work involved:
- the contractor agrees, in all solicitations or advertisements for employees
  placed by or on behalf of the contractor, to state that it is an "Affirmative
  Action-Equal Opportunity Employer" in accordance with regulations adopted
  by the Connecticut Commission on Human Rights and Opportunities
  (CCHRO);
- 3. the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- 4. the contractor agrees to comply with each provision of this section and Conn. Gen. Stat.Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k (reference statutes at cga.ct.gov), inclusive, and with each regulation or relevant order issued by said CCHRO;
- the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

- A. Throughout the term of this Agreement (including the initial Term and Extension Period), Sam Schwartz shall maintain and shall cause all its subcontractors and permittees to maintain in effect the following insurance coverage: (i) Commercial General Liability Insurance covering all premises, operations, products and completed operations, and contractual coverage written on an occurrence basis relating to the work performed under this Agreement providing a limit of not less than \$2,000,000 in the aggregate and not less than \$1,000,000 combined single limit for bodily injury, personal injury and property damage; such insurance shall be as broad as the latest edition of ISO Form CG 00 01; and (ii) if vehicles are used in the performance of this Agreement, Commercial Automobile Liability Insurance covering all owned (if any), non-owned and hired vehicles operated by you providing a limit of \$1,000,000 combined single limit for bodily injury and property damage. Street Plans and Stamford, together with its officials and employees, and SBS, and their respective directors, officers, agents, employees and volunteers, shall be additional named insureds on all such policies listed above (on ISO Forms CG 20 10, CG 20 37, CG 20 01, and CG 20 26, as appropriate to the applicable entity, or an endorsement that is at least as broad). Sam Schwartz shall be named as an additional insured on such policies obtained by its subcontractors and permittees. Such policies shall provide coverage to each such additional named insured on a primary and noncontributory basis and shall include waivers of subrogation in favor of each additional named insured for any loss of claims paid or payable under such policies.
- B. During the performance of the work covered by this Agreement, Sam Schwartz shall maintain and shall require any subcontractors to maintain Workers Compensation Insurance, disability benefits and employer's liability in the statutorily required amounts.
- C. Sam Schwartz also shall maintain, and shall require its subcontractors to maintain, professional liability insurance for claims arising out of negligent performance of professional services with minimum policy limit of \$1,000,000 per claim and \$1,000,000 annual aggregate, and such professional liability insurance shall be maintained for a period of at least six (6) years beyond the expiration or termination of this Agreement.
- D. All insurance policies required by this Agreement shall be in form and substance satisfactory to Street Plans and shall be obtained from responsible companies authorized to do business in the State of New York with a minimum "Best's" rating of no less than A-/"VII". Evidence of this insurance shall be supplied to Street Plans for review and approval prior to the commencement of any work under this Agreement. 6
- E. All insurance required by this Agreement shall provide that any change in or cancellation of any such policies shall not be valid until Street Plans has had thirty (30) days' notice in writing of such change or cancellation.

- F. Sam Schwartz shall procure and deliver to Street Plans, Stamford and SBS certificates of insurance executed by the insurance companies providing such insurance prior to performing any services under this Agreement.
- G. If Street Plans or SBS reasonably determines that additional insurance, riders or insurance provisions are properly required, Sam Schwartz shall obtain such additional insurance, riders or provisions, as requested.

# X. INDEPENDENT CONTRACTOR

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that in the performance of the terms and conditions of the Agreement, Sam Schwartz will not be deemed to be acting as an agent of Street Plans, or Stamford by virtue of the Agreement or by virtue of any approval, grant, or other authorization given by Street Plans. Sam Schwartz shall be an independent contractor performing services for Street Plans without power or authority to bind Street Plans, or the Village. Sam Schwartz shall be solely responsible for all acts taken or omitted by Sam Schwartz, its employees, agents, subcontractors and permittees. Sam Schwartz assumes exclusive liability for and shall pay, or ensure that its subcontractors pay, all contributions or taxes imposed or required by the unemployment insurance laws of New York, the Federal Social Security Act, or any other act, now or hereafter in effect, upon or in respect to wages, salaries, health insurance, benefits, workers compensation or other compensation paid to employees engaged upon or connection with the work to be performed hereunder. Sam Schwartz shall indemnify, defend, and hold Street Plans harmless (including reasonable attorney's fees and disbursements) against any claims for any such compensation, taxes, contributions or employee benefits, including any penalties imposed by a government entity on Street Plans, and for any claim based on an accident or injury of its employees, agents and subcontractors.

# XI. ASSIGNMENT, SUBCONTRACTING

This Agreement being based upon Sam Schwartz's special qualifications for the Services herein contemplated, Sam Schwartz may not assign or subcontract the Agreement, or any portion thereof, without the express written consent of Street Plans. Street Plans shall be under no obligation to compensate any party, including Sam Schwartz, for work done by assignment, subcontracting or other transfer of this Agreement or any part hereof in violation of this Agreement. Street Plans shall have the right to (a) terminate this Agreement upon the termination or expiration of the agreement between Stamford and the Street Plans or (b) transfer the Agreement, in whole or in part, to Stamford, or any agency or instrumentality thereof or any corporation governed thereby having authority to accept such assignment, provided that Stamford shall have an option to terminate this Agreement upon the termination or expiration of the agreement between Stamford and Street Plans. Any subcontract for any portion of the Services to be rendered under the Agreement shall require the express prior written approval of Street Plans. Street Plans shall not be relieved of any obligations hereunder by reason of any such approved subcontracting. Notwithstanding the foregoing, Street Plans retains the right, in its sole discretion for any reason, to directly engage any vendor(s) or third-party personnel to assist with the Services.

# XII. NO WAIVER

The failure of either party to insist on strict performance of any of the terms or conditions of the Agreement or of the party's rights thereunder in any one or more instances shall not constitute a waiver by the party of such performances, terms, conditions, or rights, whether then or for the future. Any waiver shall be effective only in writing and signed by the party's authorized representative, and only with respect to the particular case expressly covered therein.

# XIII. CLAIMS OR ACTIONS

A. Sam Schwartz shall look solely to the funds appropriated by Street Plans for the Agreement for the satisfaction of any claim or cause of action Sam Schwartz may have in connection with the Agreement or the failure of Street Plans to perform any of its obligations thereunder. No board member, officer, employee, agent, volunteer or other person authorized to act on behalf of Street Plans shall have any personal liability in connection with the Agreement or any failure of Street Plans to perform its obligations thereunder.

B. Sam Schwartz agrees that no action against Street Plans in connection with the Agreement shall occur or be maintained unless such action is commenced within 6 months after (i) the termination of the Agreement, or (ii) the cause for said action takes place, whichever occurs earlier.

# XIV. SPECIFIC PERFORMANCE

Without intending to limit the remedies available to the parties hereto, each party acknowledges that a breach of any of the agreements and other promises set forth in Sections V and VI of this Agreement may result in material and irreparable injury to any other party for which there is no adequate remedy at law, and that it may not be possible to measure damages for such injuries with reasonable certainty. In the event of such a breach or threat thereof, the aggrieved party shall be entitled to seek preliminary and/or permanent injunctions or such other relief as may be required to specifically enforce any of the promises and other covenants of the other party under Sections V and VI of this Agreement.

# XV. BOOKS, RECORDS, AUDITS AND INSPECTIONS

- A. Sam Schwartz shall keep accurate records and books in accordance with generally accepted accounting practices and any standards issued by Stamford.
- B. Such books and records shall include, but are not limited, to the employees' time worked and payment receipt; accounts receivable and payable; purchase orders and sales receipts; and liabilities and payments rendered for the purposes of the Agreement.
- C. All of Sam Schwartz's books and records related to the Agreement shall be available upon three (3) business days' notice for the purposes of auditing or inspection for purposes of verifying compliance with the terms of the Agreement and applicable law.

D. Street Plans reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.

# XVI. ENTIRE AGREEMENT

This Agreement, inclusive of Exhibits hereto, represents the entire understanding between the parties and may not be modified except in a writing signed by both parties. No prior oral statements or contemporaneous negotiations or understandings shall be of any force and effect.

# XVII. GOVERNING LAW

This Agreement will be governed by and construed under the laws of the State of New York without regard to conflicts of law principles, and the parties hereby submit to the jurisdiction of the courts of the State of New York, County of Westchester, for the resolution of any dispute arising under this Agreement.

# XVIII. FORCE MAJEURE

In the event that either party is rendered unable by reason of an event of Force Majeure to perform, wholly or in part, any obligation or commitment set forth in this Agreement, then upon such party giving notice and the particulars of such event to the other party as soon as practicable after the occurrence thereof, the obligations of such party shall be suspended to the extent and for the period of such Force Majeure condition. If there is an event of Force Majeure affecting a party's performance, the parties shall cooperate to take commercially reasonable steps to remedy such event with all reasonable dispatch to ensure resumption of performance. "Force Majeure" means acts of God, strikes, lockouts or industrial disputes or disturbances, interruptions by government or court order, decisions and rulings of governmental authorities, acts of enemies, wars, rioting, blockades, insurrections, terrorist attack, inability to secure labor or materials, epidemics, pandemics, public health emergencies, lightening, earthquakes, fires, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and maintain operations, explosions, breakage or accident to machinery or equipment, labor union strikes or unrest, or any other cause, whether of the kind enumerated herein or otherwise, not reasonably within the control of the party claiming force majeure.

# XIX. OTHER

- A. If any term or provision of this Agreement or the application thereof to any entity or individual in any circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such term or provision to the entities or individuals or in the circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby. Each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- B. In the event of any conflicting terms or conditions between the Agreement and any Exhibits, Attachment or Appendices hereto, the Agreement will supersede and govern.

- C. Except to the extent otherwise expressly provided for herein, all notices, demands, consents and approvals given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served when presented personally, delivered to an overnight courier service with guaranteed next business day delivery or, if deposited in the mail, postage prepaid, certified or registered, return receipt request, addressed to the parties hereto at their respective addresses first set forth above upon the earlier of actual receipt thereof or the fifth calendar day after such mailing. Any party may change its address by notice to the other party.
- D. Any provision of this Agreement, the performance of which requires that it be in effect after the expiration of the Term (including the Extension Period) will survive such expiration and will remain operative and in full force.
- E. This Agreement may be executed in counterparts and may be delivered via pdf, facsimile or by other electronic means.
- F. In no event shall either party be liable to the other for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits, lost tax credits, or interruption of business) arising out of or related to the services provided under this Agreement, even if advised of the possibility of such damages.
- G. To the fullest extent permitted by law, the total liability, in the aggregate, of Sam Schwartz, Sam Schwartz's officers, directors, partners, employees, agents, and subconsultants, to Street Plans, and anyone claiming by, through or under Street Plans for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total compensation received by Sam Schwartz or \$50,000, whichever is greater.

Agreed to by:

The Street Plans Collaborative, Inc.

Signature
Michael Lydon, Principal

Sam Schwartz Engineering D.P.C.

Signature:
Date

Stacey Meekins, Principal & National Practice Leader