

Transportation Policy Body (TPB) Meeting Notice

Tuesday, November 8, 2022, at 3:00 pm

ONLINE MEETING ONLY

Online ZOOM Registration: https://bit.ly/3g7oUyv

*WAMPO will provide a method for individuals without access to the Internet or a telephone to observe or participate in the meeting.

Please contact WAMPO for this location.

Please call us at <u>316.779.1313</u> at least 48 hours in advance if you require special accommodations to participate in this meeting.

We make every effort to meet reasonable requests.

Meetir	ng Agenda [Note: Meeting agenda is subject to change during the meeting]	Page #
1.	Welcome	
_		
2.	Regular Business	
	A. Approval of November 8, 2022 Agenda	Page 1
3.	Public Comments	Page 2
4.	New Business	
	A. Action: Comprehensive Safety Action Plan Contract	5 0. 40
	Ashley Bryers, WAMPO	Page 3 to 48
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5.	Adjournment	
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Chad Parasa, TPB Secretary

November 2, 2022



Agenda Item 3 Public Comment Opportunity

Commissioner David Dennis, TPB Chair

The Public Comment Opportunity is an open forum for the public to provide comments about specific items on this month's agenda, as well as any other issues directly pertaining to WAMPO's policies, programs, or documents. Matters related to personnel and litigation are not appropriate for public comment. Rules of decorum will be observed.

Comments are requested to be emailed to wampo@wampo.org at least one day prior to the meeting. Comments are limited to two (2) minutes per individual during the meeting.



Agenda Item 4A: Action

Comprehensive Safety Action Plan Contract

Chad Parasa, Executive Director Ashley Bryers, Transportation Planning Manager

Background

Metropolitan Planning Organizations (MPOs) are federally required regional policy bodies in urbanized areas with populations over 50,000. MPOs recognize the critical links between transportation and other societal goals, such as economic health, air quality, social equity, environmental resource consumption, safety, and overall quality of life.

The Wichita Area Metropolitan Planning Organization (WAMPO) serves as the MPO for the greater Wichita, Kansas metropolitan area. WAMPO is responsible, in cooperation with the Kansas Department of Transportation (KDOT) and Wichita Transit, for carrying out the metropolitan transportation planning process. WAMPO facilitates regional discussions for transportation improvements for the twenty-two municipalities and three counties that are in the WAMPO region.

Funding Opportunity

The US Department of Transportation (DOT) published a notice of funding opportunity for the Safe Streets and Roads for All (SS4A) Discretionary Grant. This program requires an agency to have an existing Comprehensive Safety Action Plan (CSAP) approved or updated on or after 2017. WAMPO's last safety plan was approved in 2011, thus WAMPO needed to issue a Request for Proposal (RFP) for a consultant to develop an updated CSAP that meets the requirements of the SS4A Grant.

The CSAP planning process and the resulting plan will address:

- >> What are the safety trends for the City of Wichita and the broader WAMPO region?
- **»** Who is most at risk when traveling in the City of Wichita and the broader WAMPO region?
- **»** How does the relationship between safety and health improve quality of life?
- **»** What aspects of road, vehicle, and community design and human behavior or psychology lead to unsafe outcomes/conditions?
- **»** What effective technologies and tools minimize risk, improve roadway safety, and help track/monitor performance?
- **>>** How to create a culture, for WAMPO partnering agencies, of safety and shared responsibilities through Engineering, Enforcement, and Education.
- » Reductions in fatalities and serious injuries.

RFP Process

WAMPO issued an RFP for this project from July 22, 2022, to September 2, 2022. WAMPO received responses from five consulting firms. A Consultant Selection Group (CSG) was convened, consisting of staff from KDOT, Sedgwick County, and the City of Wichita, to review the proposals. Based on the CSG rating of the proposals, the top three rated firms were interviewed. After the interviews and discussions, the CSG agreed to recommend the team of Burgess & Niple, Inc./TranSystems with Vireo.



Agenda Item A1

Comprehensive Safety Action Plan Contract

Chad Parasa, Executive Director Ashley Bryers, Transportation Planning Manager

If the TPB approves the contract, Burgess & Niple, Inc./TranSystems will perform the services described in Exhibit A of the attached proposed contract. The contract will run from November 2022 through December 2023, for an amount not to exceed \$299,713.

Fiscal/Budget Considerations

WAMPO staff anticipate that the \$300,000 in CPG funds programmed for this project in the 2022 and 2023 UPWP will be sufficient to fund all project costs.

Action Options

- **»** Approve the Comprehensive Safety Action Plan Contract with Burgess & Niple, Inc., teamed with TranSystems & Vireo, as presented.
- » Not approve the Comprehensive Safety Action Plan Contract with Burgess & Niple, Inc., teamed with TranSystems & Vireo
- **»** Approve the Comprehensive Safety Action Plan Contract with Burgess & Niple, Inc., teamed with TranSystems & Vireo, with specific changes.

Recommendation

>> The Consultant Selection Group recommends that the TPB approve the Comprehensive Safety Action Plan Contract with Burgess & Niple, Inc., teamed with TranSystems & Vireo, as presented.

Attachment

» Comprehensive Safety Action Plan (CSAP) Services Contract

AGREEMENT FOR PROFESSIONAL SERVICES

Comprehensive Safety Action Plan Services

THIS AGREEMENT made and entered into this ___ day of November 2022 by and between the Wichita Area Metropolitan Planning Organization, (hereinafter referred to as "the Client"), and Burgess & Niple, Inc. (hereinafter referred to as "the Consultant").

WHEREAS, the United States Department of Transportation (DOT) will be issuing Safe Streets and Roads for All (SS4A) Discretionary Grants to provide funding for the implementation of a safety action plan which meet specific criteria.

WHEREAS, Client desires to contract for services to develop a WAMPO Comprehensive Safety Action Plan (CASP) which meet the specified program criteria required to pursue an Implementation Grant available under the SS4A program and for assistance in applying for an FY 2023 SS4A Implementation Grant; and

WHEREAS, the Client has publicly solicited proposals for the same, and the Consultant has presented to the Client the best combination of services and price from among the vendors presenting proposals; and

WHEREAS, the Consultant has the knowledge and experience to undertake this Project on behalf of the Client.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1) DESCRIPTION OF SERVICES

The Consultant will provide all of the services and deliver all of the documents required to complete project as outlined in the Scope of Services set forth in Exhibit A and as follows:

- a. Develop a Comprehensive Safety Action Plan (CSAP) for WAMPO that meets the eligibility requirements for an Action Plan as set forth in the SS4A.
- b. Assist WAMPO in applying for the FY 2023 SS4A Implementation Grant.

2) PERFORMANCE OF SERVICES

The Consultant shall begin performance of service upon issuance of a written "Notice to Proceed" by WAMPO. The Consultant shall determine the manner in which its services hereunder are to be performed and the specific hours to be worked in performing such services; provided, the Consultant will provide requested services and delivered documents as agreed between the Client and the Consultant in Exhibit A.

3) PROMPT PAYMENT

Consultant will submit invoices for work completed and progress reports to the Client for payment to the Consultant. The Client will compensate Consultant no later than thirty (30) calendar days from receipt of any properly completed and undisputed invoice and upon finding that services and deliverables provided by the Consultant are acceptable under the terms of the Agreement for the direct hours worked by the Consultant's employee(s) and subcontractors at the rates set forth in Exhibit B, Fee Schedule, which by this reference is incorporated and made a part of this Agreement.

The Client will compensate the Consultant upon finding that costs are acceptable under the terms of the Agreement for material and other direct costs specified in the Scope of Services and for reasonable expenses, including travel, incurred as a direct result of the Consultant's performance of services. The actual cost shall be

incurred in conformity with the cost principles established in 23 CFR 172 and 48 CFR et seq. The maximum cost not-to-exceed dollar amount for the compensation for services and expenses detailed in this Agreement is Two Hundred Ninety Nine Thousand Seven Hundred Thirteen dollars (\$299,713.00). Final billing for the project including reimbursable expenses for the time they are productively engaged in work necessary to fulfill the terms of this Agreement must be submitted to the Client by no later than 45 days after the project's completion. Any lodging expenses must comply with the current KDOT travel requirements.

Invoices shall provide a detailed description of services provided sufficient for the Client to determine that satisfactory performance of services has been completed by the Consultant. Reimbursable expenses shall be itemized, including suitable backup documentation, and identify the task(s) to which they are associated. The Client reserves the right to request additional detail as reasonably necessary to determine that satisfactory performance of services has been completed by the Consultant.

While the timing of the provision of all services and delivery of all documents is partially subject to the discretion of Consultant in accordance with any and all timetables outlined in the Scope of Services set forth in Exhibit A, Client is hereby empowered to partially or fully withhold payment of any invoice upon the failure of Consultant to provide any service or deliver any document within the timelines identified in the Scope of Services or make satisfactory progress towards the same. The amount of any such withholding of payment by Client shall not exceed the amount of funds reasonably necessary to procure an alternate vendor to perform such service(s) and/or provide such document(s).

Upon receipt of each payment, the Consultant shall (1) within ten (10) calendar days pay the sub-consultant or subcontractor engaged by it for satisfactory performance of their contract obligations and (2) within fifteen (15) calendar days submit a completed "Prompt Payment by Prime Consultant" Form together with supporting documentation to Client as verification that Consultant has, in fact, promptly paid each sub-consultant or subcontractor. For any delay or postponement of payments to its sub-consultants or subcontractors hereunder, Consultant shall justify the delay or postponement by showing good cause for it, or rectify the failure to pay. If Consultant, within fifteen (15) day period specified in (2) above, either (a) cannot verify prompt payment or (b) cannot show good cause for any delay or postponement of payment, then Client may withhold further payment to Consultant until such time the delay in payment is rectified.

In addition, the Consultant agrees that;

- A. The reimbursement for the professional services required by this Agreement will be based on the Consultant's actual costs, which can be less than the estimated amount. This is a maximum cost not-to-exceed dollar amount contract. All services and expenses detailed in this Agreement shall be performed and incurred in exchange for payment of sums not in excess of the maximum cost not-to-exceed dollar amount specified above. No compensation shall be paid to Consultant for any services and expenses detailed in this Agreement in excess of said maximum cost not-to-exceed dollar amount, including all work, services and expenses necessary to accomplish or implied as part of the services and expenses detailed in this Agreement. If Client elects to retain Consultant to perform or incur services and expenses that are in addition to those detailed in this Agreement and which are not necessary to accomplish or implied as part of the services and expenses detailed in this Agreement, the Client will negotiate a Supplemental Agreement to authorize and provide compensation for such additional services and expenses. No additional work, services or expenses shall be performed or incurred nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into and executed by the Client and the Consultant.
- **B.** The Client will inform the Consultant within 45 days of any dissatisfaction with deliverables or invoicing and will reimburse to the Consultant any withheld payment upon completion of the associated work effort to the Client's satisfaction.
- **C.** The Client may withhold reimbursement of payment at the end of each 30-day cycle in the situation where deliverables applicable to the invoiced amount get delayed by more than two weeks without the Client's approval. Any payment withheld will be proportional to a reasonable estimate of the

- work effort that may be delayed. Reimbursement will be made promptly upon completion of the associated services to the satisfaction of the Client. The Consultant will not be responsible or held liable for delays occasioned by the actions or inactions on the part of the Client or for other unavoidable delays beyond the control of the Consultant.
- D. At scheduled project meetings the Consultant will review with the Client the Consultant's progress with regard to both completed and ongoing work efforts. Progress will be assessed with regard to the status of completion of deliverables that are ongoing and the Consultant's efforts to resolve issues that may affect schedule. Deliverables as identified within the Scope of Services will be discussed as well as any known project issues that may be beyond the control of the Consultant that could affect the schedule. The Client may withhold payment in part or in whole for services not completed or for which work progress is not proportional to the level of effort invoiced. Any withheld payment will be proportional to the effort deemed necessary to bring the associated tasks or deliverables up to the level of effort that has been invoiced.

4) REPORTING REQUIREMENTS

The Consultant shall submit progress reports along with each invoice, describing the Services completed, tasks accomplished, and progress made during the previous time period. Invoices will be based on the pricing as set forth on Exhibit B. Each invoice will show the breakdown of the price by hours and rates. Progress reports shall also indicate the approximate percentage of each Task within the Services that has been completed by the Consultant. The accounting for and billing of labor charges shall be based on actual time expended at rates set forth in Exhibit B.

5) CASH BASIS AND BUDGET LAWS

The right of the Client to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the Client shall at all times stay in conformity with such laws, and as a condition of this Agreement the Client reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

6) INDEMNIFICATION AGREEMENT

The Consultant agrees to fully indemnify, defend, and hold harmless the Client and their officers, employees, and volunteers from any and all loss, damage, liability, claim, demand, suit, or cause of action whatsoever to the extent arising out of or resulting from or alleged to have arisen out of or have resulted from any negligent act or omission or willful misconduct of the Consultant, its officers, employees, independent contractors, or representatives in the performance of this Agreement. The Client agrees to indemnify and hold harmless the Consultant from and against any and all losses, liability, causes of action, costs, expenses, fines, penalties, charges or liabilities of whatever nature as may accrue against the Consultant as a result of the negligence of the Client in performing its obligations hereunder.

7) TERM/TERMINATION

This Agreement shall run from the effective date of this Agreement through no later than December 31, 2023.

The Client and the Consultant each respectively reserve the right to terminate this Agreement at any time without cause by giving the other not less than thirty (30) days written notice of termination. Unless, with respect to a termination by the Client, the termination is a result of a lack of funding to the Client for this project, in which case no prior notice of termination is required. The Client shall notify the Consultant on the same day that it becomes aware of such lack of funding. Upon receipt of a notice of termination the Consultant shall discontinue and cause all such work to terminate upon the date specified in the notice from the Client. The Consultant will be entitled to compensation for actual work performed in compliance with the terms of this Agreement and its attachments up to the date of termination, except that upon the receipt of written notice of termination Consultant's work under this Agreement shall be limited to only those tasks which are specifically assigned in any notice of termination issued by the Client and those tasks which are necessary to effect the immediate

discontinuance of Consultant's work under this Agreement without harm to Client and prepare all data and documents for transfer to the Client and/or another consultant of the Client's choosing. Any invoice for completed work or termination claim must be submitted to the Client within thirty (30) days after the effective date of termination. In the event of termination, and contingent upon full payment in accordance with this Agreement, such information prepared by the Consultant to carry out this Agreement, including data, written materials, studies, surveys, records, drawings, maps and reports shall, at the option of the Client, become the property of the Client and be immediately turned over to the Client. All electronic data must be turned over to Client in a commercially-common file format dictated by Client that is usable by and importable to commercially-available software. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

The termination of this Agreement shall not affect any liability or obligation of the Client or the Consultant under this Agreement that accrued prior to, or as a result of, the termination, including, without limitation, any liability arising from any breach of this Agreement. The termination of this Agreement shall also not affect any provisions of this Agreement that state that they survive the termination of this Agreement or that contemplate performance by or continuing obligations of the Client or the Consultant following termination. Nevertheless, termination of this Agreement without cause (which is sometimes referred to as a termination for convenience) by either party to this Agreement shall not operate to create any liability on behalf of either party beyond the termination procedures described in this numbered section 7).

8) OWNERSHIP OF DELIVERABLES

The Client shall retain ownership and all rights and privileges of all reports and related documents including, but not limited to, all written materials, analyses, data, specifications, models, computations, memoranda, documents, user manuals, graphic designs, software documentation, software (in source code and object code) and other papers or materials that were developed solely and exclusively by the Client and that are provided by the Client to the Consultant in connection with this Agreement and that are not incorporated into or otherwise used in any of the Deliverables.

Contingent upon full payment in accordance with this Agreement, parties agree that any Deliverables shall be considered "works made for hire" under the Copyright Laws of the United States. All rights, title, ownership and interest in and to the Deliverables, including copyright thereto, shall vest in the Client. In the event that any Deliverable fails to meet the requirements for a "work made for hire" under the Copyright Laws of the United States, the Consultant hereby assigns to the Client all rights, title, ownership and interest in and to such Deliverable and all rights in and to the copyright therein throughout the world. The Consultant agrees that it will execute any reasonable assignments or documents of title as may be reasonably requested by the Client at any time within two years of the Commencement Date in order to perfect and preserve the Client's title to, and ownership of, all or any part of the Deliverables and all rights therein throughout the world.

The Client and each individual member governmental entities in the Wichita Area Metropolitan Planning Organization, shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use any Deliverables and to authorize others to do the same only to the extent, if any, and as may be required by federal government funding mandates.

9) PROPRIETARY MATERIALS

Contingent upon full payment in accordance with this Agreement, upon the successful completion of Agreement, all data provided by the Client, and any new data collected or developed by the Consultant under this Agreement will be transferred to the Client. All electronic data must be turned over to Client in a commercially-common file format dictated by Client that is usable by and importable to commercially-available software. The Consultant agrees to not keep copies of the provided, collected or developed data after the successful completion of the Agreement for any other use, or transfer data to any other party without the written approval from the Client.

10) INDEPENDENT CONSULTANT

The Consultant will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, the Consultant shall be responsible for payment of all required business license fees and all taxes including Federal, State and local taxes arising from the Consultant's activities under the terms of this Agreement.

11) CONFLICT OF INTEREST

The Consultant covenants that it presently has no personal or pecuniary interest and shall not acquire such interest, directly or indirectly, which could conflict in any material manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

12) ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, either oral or written. This Agreement supersedes any prior written or oral agreement between the parties pertaining to the same subject matter.

13) AMENDMENT

This Agreement may be modified or amended if the modification or amendment is made in writing and signed by the Client and the Consultant.

14) SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting the applicability of such provision the entire Agreement would be valid and enforceable, then such provision shall be deemed to be written, construed and enforced as limited.

15) NO WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16) APPLICABLE LAW

This Agreement is financed in part with funding from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). All Services performed under this Agreement shall comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the requirements of 49 CFR 18 and 48 CFR 31.2 (cost eligibility reimbursement). All provisions which are required to be included in this Agreement by state or federal law or regulation which are not explicitly set forth in the body of this Agreement are hereby incorporated into this Agreement as if fully set forth herein. This Agreement shall further be governed by the laws of the State of Kansas. Venue shall lie in the Sedgwick County District Court and/or the United States District Court for the District of Kansas.

17) CONTRACTUAL PROVISIONS ATTACHMENTS

The terms and conditions of the Request for Proposal/Bid and the Contractor's response thereto, unless specifically modified herein, as well as all other exhibits, labeled Exhibit A through Exhibit F, to this Agreement are incorporated herein and are effective on all parties hereto. Consultant specifically agrees to comply with all of the terms, provisions, requirements, duties and responsibilities delineated in said attached Exhibits A through F as if each Exhibit was fully set forth in the body of this Agreement. Consultant will ensure that all subcontractors also comply with all the terms, provisions, requirements, duties and responsibilities delineated in said attached Exhibits A through G. A failure of Consultant or subcontractor to so comply shall be considered a breach of this Agreement.

- Exhibit A Scope of Services
- Exhibit B Fee Schedule
- Exhibit C KDOT Special Attachment No. 1 Title VI Assurance

- Exhibit D Contractual Provisions Attachment (KDOT Form DA-146a)
- Exhibit E Federal Aid Contracts Utilization of Disadvantaged Businesses (KDOT Form 07-18-80-R26)
- Exhibit F KDOT's Hotel and Per Diem Reimbursement Policy

18) NOTICES

All notices required or permitted under this Agreement shall be in writing, and addressed as follows:

For the Client: Chad Parasa, Director

WAMPO

271 West 3rd St., Suite 208 Wichita, Kansas 67202 Chad.parasa@wampo.org

For the Consultant: Nicole Waldheim, Project Manager

Burgess & Niple 80 M Street SE

Washington, DC 20003

Nicole.Waldheim@burgessniple.com

Approved as to form: By Kelly I Rundell Hite, Fanning & Honeyman L.L.P. Attorney for WAMPO	<u>Ochhu 31, 2022</u> Date
WICHITA AREA METROPOLITAN PLANNIN	G ORGANIZATION:
<u> 1</u>	
David Dennis Transportation Policy Body Chairperson	Date
ATTEST:	
Chad Parasa	Date
WAMPO Secretary	
Burgess & Niple	
Digitally signed by Stephen L. Thieken DN: C=US, Esteve thieken@burgessniple.com, O=Burgess & Niple, OU=Columbus Transportation, CN=Stephen L. Thieken Date: 2022.10.2 512:55:11-04'00'	10/25/2022

Date

Stephen L. Thieken

Executive Vice President

	EXHIBIT A
	SCOPE OF SERVICES
Task 1	Draft project management plan.
November 2022	 Conduct kickoff meeting. Begin bi-weekly virtual coordination meetings.
	4. Finalize project management plan.
Task 2	Develop Stakeholder Public Engagement Plan (SPEP), complying with federal
Begin in November	requirements, Title 21, and WAMPO's 2017 Public Participation Plan. To include:
2022	a. Inclusive outreach strategy integrated into all aspects of public engagement to reach
	vulnerable populations and those who regularly use high-injury areas of the network.
	b. Methods and techniques to engage the broad cross section of stakeholders and the
	public.
	c. Introduce project to WAMPO committee and solicit input.
	d. Media and social media campaign
	e. Project website
	f. Culture survey
	g. ArcGIS online
	h. Meetings and workshopsi. Information on how the results of the engagement will be included in the CSAP.
	 Information on now the results of the engagement will be included in the CSAP. Complete stakeholder database.
	3. Schedule activities and milestones.
	4. Identify underserved communities through data and analysis including population
	characteristics.
	5. Engage committees with meetings (at least three (3) TSTA meetings and one (1) in-person
	TSC meetings) including assessment workshops, introduction of grants and prioritize
	emphasis areas. Create materials and facilitation of the stakeholder and engagement
	meetings.
	6. Familiarize WAMPO staff with identified performance measures and how to measure
	progress over time.
	7. Run up to three (3) paid social media posts and campaigns.
Task 3	 Prepare summary memo of engagement outcomes to be incorporated into the CSAP. Draft and finalize technical memo, involving plan coordination and MPO review.
November 2022 –	 Draft and finalize technical memo, involving plan coordination and MPO review. Draft and finalize technical memo including data collection, utilizing crash data, volume
January 2023	and road data, and census data.
Task 4	1. Draft and finalize the technical memo on safety and health, involving supplementing the
February – April 2024	August 2021 WAMPO Regional Health and Transportation Report. Meet at least once with
	the Safety and Health Committee.
Task 5	Develop comprehensive trend analysis
January – June 2023	2. Evaluate and map factors contributing to fatal and serious injury crashes
	3. Identify up to six (6) emphasis areas and complete deeper analysis of each.
	4. Utilize network screening to identify priorities and map results; this to include (30)
	intersections and (10) segments.
	5. Analysis of underserved communities including initial equity impact assessments of the
	proposed projects and strategies.
	6. Conduct systemic analysis and identify risk factors.7. Collaborate with WAMPO and Transportation Safety Technical Advisors to develop crash
	tools and identify performance measures.
	8. Draft and finalize technical memo on data analysis and findings.
	 Develop tool or methodology to recreate regional crash distribution annually and train
	WAMPO staff on the use of developed tools and methodologies for recreating crash
	analyses.
Task 6	1. Draft and finalize countermeasure toolbox identifying spot, systemic and emphasis area
May – June 2023	countermeasures, with the goal of identifying proven countermeasure options, depict the
	costs and safety benefits by improvement type, and prioritize solutions that address more
	than one safety issue.
Task 7	1. Draft and finalize Implementation Plan for Safe Roads, including identifying potential
June – July 2023	funding and determining the best path forward for identified projects with stakeholder
	coordination.
	Draft and finalize Implementation Plan for Safe Road Users. 12

Task 8	1.	Draft and finalize Safe Streets Visualization.
July – August 2023	2.	Draft and finalize Vision Zero Toolkit.
Task 9	1.	Draft and complete an SS4A compliant Comprehensive Safety Action Plan.
July – August 2023		
Task 10	1.	Draft and finalize materials for an Implementation Grant Application, including standard
August – September		forms, key information table, 10-page project narrative, self-certification eligibility,
2023		project budget and letters of support.
	2.	Assist WAMPO or any of the local jurisdictions in their application for the 2023 cycle.

	EXHIBIT B							
	FEE SCHEDULE							
Tasks		Fee and Overhead						
Task 1	Project Management							
	Kickoff Meeting	\$20,164						
	Project Management Plan							
Task 2	Stakeholder and Public Engagement Plan	\$71,146						
	TSTA Meetings	(including direct						
	TSC Workshop	expenses of \$5,000)						
Task 3	Plan Coordination and MPO Review Memo	\$9,753						
	Data Assessment Memo	Ş 3 ,755						
Task 4	Safety and Health Report	\$7,714						
Task 5	Crash Data Analysis Memo	¢(1,220						
	Crash Tool	\$61,338						
Task 6	Countermeasure Toolbox	\$23,816						
Task 7	Safe Roads Implement Plan	ć20.2C4						
	Safe Road Users Implementation Plan	\$29,364						
Task 8	Safe Streets visualization	ć22.2F2						
	Vision Zero Toolkit	\$33,252						
Task 9	Final Comprehensive Safety Action Plan	\$27,254						
Task 10	Final SS4A Implementation Grant Package	\$15,912						
	OVERALL TOTAL-No more than	\$299,713						

HOURLY RATE OI	PERSONNEL
BURGESS & NIPLE	
Nicole Waldheim	\$76.09
Tristan Jackson	\$38.37
Kendra Schenk	\$60.64
Erin Grushon	\$44.03
TRANSYSTEMS	
Slade Engstrom	\$147.98
Amy Wegner	\$87.18
Kiara Gallegos	\$36.00
Jim Stankek	\$76.42
VIREO	
Triveece Penelton	\$39.42
Kastasya Jackson	\$23.00

BURGESS & NIPLE

5085 Reed Road | Columbus, Ohio 43220 | 614.459.2050

October 24, 2022

Ashley Bryers
Transportation Planning Manager
Wichita Area Metropolitan Planning Organization
271 W 3rd Street, Suite 208, Wichita, KS 67202

RE: WAMPO CSAP Direct Expenses

Dear Ashley,

Below is a breakdown of possible direct expenditure costs that reflects our team's thinking when we prepared the proposal. Please contact me at (202) 577-3474 or via email at Nicole.Waldheim@burgessniple.com if you have any questions or concerns.

Task 2.2 TSTA Meetings - \$2500 (Assumptions are Per Trip, Three Trips, One person, One Night Each Trip)

Air Fare: \$400 (x 3 trips = \$1200) Lodging: \$135 (x3 = \$405)

Meals: \$59/day (x3 = \$177) Printing: \$100 (x3 = \$300)

Transport: (rental car/transport to/from airport/parking/gas): \$139 (x3 = \$418)

Task 2.3 – TSC Workshop - \$2500 (One Trip, Two People, Two Nights)

Airfare: \$400 (x 2 people = \$800)

Lodging: \$135 (x 2 people for 2 nights = \$540) Meals: \$59/day (x2 people for 2 days =\$236)

Printing: \$400

Miscellaneous (rental car/transport to/from airport/parking/gas): \$524

Sincerely,

Nicole Waldheim Project Manager



PROJECT METHODOLOGY AND APPROACH

The B&N team is excited to develop the Wichita Metropolitan Planning Organization (WAMPO) Comprehensive Safety Action Plan (CSAP). We will work closely with the WAMPO Project Manager, stakeholders and the public to develop consensus and momentum within the community focused on a commitment to Vision Zero.

Use the Safe System Approach (SSA). In early 2022, the USDOT developed the National Roadway Safety Strategy which endorses the vision of zero deaths on the transportation network and adopts the SSA as the framework to achieve this goal. The WAMPO CSAP will be structured around the SSA (safe roads, safe road users, safe speeds, safe vehicles, post-crash care, equity and culture). We will consider these objectives during the public and stakeholder engagement, data analysis, strategy development and countermeasure selection. Collectively, it will provide WAMPO with a multidisciplinary framework to mitigate current crashes and help prevent future crashes.

Ensure SS4A Compliance. In May 2022, the USDOT released the Notice of Funding Opportunity (NOFO) for the Safe Streets for All (SS4A) grants. These funds are specifically for MPOs and local agencies to plan for and implement safety improvements. Approximately \$1 billion is available every year from 2022 to 2026. To be eligible, WAMPO must have a compliant CSAP that meets the requirements in the NOFO. Our team is currently developing similar plans for other transportation agencies and knows what it takes to complete a compliant plan for WAMPO.

Provide Multidisciplinary Approach. Our team will utilize stakeholder engagements to help people with various backgrounds, skills and limited resources work together to understand their roles and opportunities for collaboration. Often multiple disciplines (e.g., planning, engineering, enforcement and educators) come together for initial plans and engagement, then return to their individual job responsibilities when the planning session is over and do not further the common goal. We will collaborate with them to identify single improvements that produce multilateral benefits or multiple improvements across a single corridor that address a range of safety needs. We will establish an ongoing committee to keep champions engaged and ensure all disciplines work together to achieve tangible results.

Comprehensive Safety Action Plan

The B&N team recently completed a Comprehensive Safety Action Plan for the City of Hilliard, Ohio.

The planning process and final document are compliant for a Safe Streets for All (SS4A) implementation grant requirements, setting Hilliard up to apply for a \$10 million multimodal safety corridor improvement.

Expertise. Advancements in transportation safety are taking place in Kansas and across the country. B&N's national expertise in safety research and safety planning combined with the local expertise and success of TranSystems and Vireo will give WAMPO a document that considers national best practices while customizing it for your local needs. B&N is a leader in federal, state and regional research and application of transportation safety planning and programming. This team will use the combination of local and national knowledge to develop a document that considers national best practices and customize it to your local needs.

Our Team's Safe System Approach Presentations

- AMPO Annual Conference (2021)
- New Mexico ITE Chapter (2021)
- Transportation Research Board Safe System Workshop (2022)
- New York State MPOs Safety Working Group (2022)
- Purdue Road School Conference (2022)
- Mountain District ITE Transportation Conference (2022)
- Arizona American Public Works Association Conference (2022)
- Texas Safety Conference (2022)

The following presents our approach to the tasks identified in the WAMPO CSAP Request for Proposals.

Task 1. Project Coordination and Management Plan

For this effort, you will be working with proposed Project Manager (PM) Nicole Waldheim. She is based in Washington, DC and is also B&N's national Transportation Safety Team Lead. Nicole has led similar safety plans for MPOs in Ohio, Arizona, Alabama, Washington, Louisiana and Alaska from her DC office and knows how to be hands-on, even from another city. Nicole has excellent relationships with the key staff from TranSystems and Vireo, both WAMPO trusted firms. If a challenge arises requiring on-site support, Slade Engstrom from TranSystems will be in place as the local project manager. Nicole collaborated with WAMPO staff to organize a presentation on the SS4A for the December 14, 2021 Transportation Policy Body providing her with the opportunity to meet the staff who will be engaged in this effort.

Kickoff Meeting and Project Management Plan
At project initiation, Nicole Waldheim will set
a kickoff meeting with the WAMPO Project Manager
and other key staff. Prior to the meeting, a project
management plan will be drafted. It will summarize each
task, specific deliverables, schedule, communications
protocols and QA/QC for the project. The draft plan
will be shared within one week prior to the meeting,
discussed at the meeting, then finalized based on input
and shared within one week after the meeting.

Bi-Weekly Meetings

To accommodate the project schedule and obtain feedback on tasks, we recommend bi-weekly virtual coordination meetings.

On Time and On Budget

B&N will utilize our in-house Project Gateway application to monitor and report the project schedule and budget progress and track labor, direct expenses and subconsultant transactions. It will also perform earned value analysis and assess each task's percent complete. This software will be used to monitor the budget, submit invoices and ensure the WAMPO CSAP project is on schedule and budget.

Schedule, quality products and budget mindfulness are the pieces to a successful planning effort. Our project management approach will focus on these three items equally.



Task 1 Deliverable:

Draft and Final Project Management Plan

Task 2. Stakeholder and Public Engagement Plan

Stakeholders and members of the public who focus on or have an interest in transportation safety will be invited to provide ideas, feedback and solutions for this plan. Engagement is necessary to collect data on safety goals, strategies and solutions. It also informs and educates the participants on the importance of safety and the process to achieve a safer system.



Severe crashes occur for a multitude of reasons. By collaborating with transportation and safety practitioners with diverse backgrounds and perspectives, the WAMPO CSAP will address solutions holistically.

Stakeholder & Public Engagement Plan
We will identify exactly who, what, when and
how to engage participants in the Stakeholder and
Public Engagement Plan (SPEP). Our team will ensure
our effective public involvement efforts supports CSAP
development, meets all federal requirements and
follows WAMPO's 2017 Public Participation Plan and
Title 21 requirements. The team is structured to provide
technical expertise and in-depth understanding of
WAMPO and the local community, allowing us to
synthesize insights gleaned from hard data sources
and local knowledge. The team collectively brings a
history of successfully working with WAMPO, as well as
community councils and industry stakeholder groups.

For the SPEP, we will outline strategies, tasks and key milestones. Our plan will seamlessly integrate scope of work and schedule, while creating a comprehensive strategy that easily engages stakeholders, avoids missteps and focuses on answering key questions related to the Safety Plan. Key elements will include:

- Inclusive outreach strategy integrated into all aspects of public engagement to reach vulnerable populations and those who regularly use high-injury areas of the network. This outreach will include identifying vulnerable populations and methods for overcoming participation obstacles. Methods will include translation, interpretation, participating in Title VI-specific community events and collaborating with trusted community advocates to broaden reach.
- Methods and techniques to engage the broad cross section of stakeholders and the public.
 Early engagement will focus on building project awareness and interest, as well as soliciting initial input needed to complement crash data. Strategies and methods detailed in the SPEP include:

Culture of Safety Survey

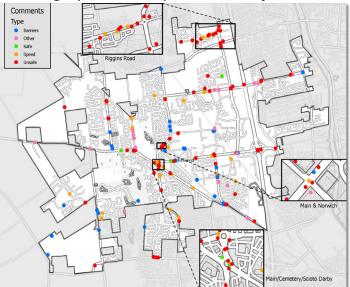
In the Hilliard Safe Streets for All Plan, B&N developed a short five question survey to understand the culture of safety. This was accompanied by a map, encouraging participants to identify where they felt safe, unsafe, where speed is an issue and where gaps exist in the pedestrian network. Over 600 responses were received.

This was a critical engagement tool we would replicate for the WAMPO CSAP.

- Project introductions to all WAMPO <u>committees</u> to solicit early input on the SPEP and general guidance at the beginning of the project.
- Social media posts and campaigns will be run throughout the planning process. Up to three of those will be paid social media activities to provide safety education and/or solicit information from the public.
- **Project website** providing a one-stop information portal to improve the public's ability to learn about the Safety Plan and receive multiple methods to participate throughout the process. We will create a mobile-friendly website that incorporates accessibility elements and provides content in other languages as needed. The project website will be linked to the WAMPO page and include background information and documentation, project scope and objectives, a regularly updated schedule, participation opportunities and instructions and interactive on-line participation tools (e.g., Esri Storymap, on-line open houses, surveys and presentation recordings).
- Culture survey will be administered to the public and stakeholders to understand perceptions of safety and where the biggest opportunities and challenges to behavioral change exist. See Figure 1 for an example.
- ArcGIS On-line is an effective platform for collecting data from the public with a geographic component. It allows the public and stakeholders to comment on a map(s) and identify issues, opportunities, projects and

- other criteria. Later engagement methods build on the data collected and analyzed and are needed to refine project, design and policy recommendations for the final CSAP.
- Meetings and workshops with stakeholder groups, public agencies, professional organizations, local decision makers and the public. See the detailed discussions later in this task description.
- Complete stakeholder database including businesses, residents, freight groups, local chambers and community councils, transit service providers and bicycle and pedestrian advocacy groups. This dynamic list will be used to provide timely project updates and announcements to interested parties.
- **Schedule** of public involvement activities and relevant project milestones.

Figure 1. Results of City of Hilliard on-line survey obtaining input from the public on safety needs



Committee Engagement

The Transportation Safety Technical Advisors (TSTA) will provide a specific avenue for those with the interest, knowledge and/or skillset to meaningfully address transportation safety issues in the WAMPO region. They also provide another level of transparency in the plan's development. To maximize the effect of this committees' contributions, we anticipate three TSTA meetings and the option to participate in select bi-weekly project coordination meetings. Although TSTA members have already been identified, we will review this list with the WAMPO Project Manager at the kickoff meeting to ensure proper participant engagement.

Meeting 1 - Assessment Workshop: To understand and plan for the region's outcome, we must first assess what safety opportunities can be built upon and what barriers exist to reducing severe crashes. This will be a two-hour meeting to **1)** introduce the project and importance of transportation safety and **2)** review the strengths and weaknesses within the region related to: Safety Culture, Leadership and Commitment, Policies, Engagement and Collaboration. The results of this meeting will be a list of actions that can be taken during plan development to set WAMPO and the local agencies up with a successful safety program. See **Table 1** for an example of the outcomes from a similar self-assessment we are completing for the City of Denton, Texas.

Table 1. Example Self-Assessment Actions from City of Denton, Texas

	Benchmark	Not a Current Practice	Occasional Practice	Institutionalized Practice	Action
ommitment	Key elected officials and leaders have made a public commitment to the goal of eliminating traffic fatalities and serious injuries within a specific timeframe.		√		Provide updates on safety plan progress at every Policy Board meeting and obtain feedback and buy-in on targets set as part of this plan.
Ongoing Co	Key stakeholders have made a clear, public statement in support of Vision Zero efforts and timeline.		√		A handful of local agencies support Vision Zero – develop and deliver PPT to educate others on ways to engage.
and	Support and follow safety internal policies.	√			Develop a complete streets policy.
High-Level	The safety stakeholder group is representative of the community at large.			\checkmark	Collaborate with existing stakeholders to identify if there are gaps in participation.
Public, Hi	An interdepartmental safety working group regularly coordinates with leadership to discuss progress.		✓		There is a Traffic Safety Commission, but their roles and responsibilities are not well known – need to better define and share information with broader stakeholder group.

Meeting 2: This will be a three-hour meeting to further introduce the SSA, SS4A grants, identify current safety success and challenges in the region, review crash and other data to prioritize emphasis areas and start a discussion on the vision, goals and performance measures for the plan.

Meeting 3: This will be a three-hour meeting to dive deeper into the prioritized emphasis areas, identify proven program, policy and project solutions for those areas and review the results of the hot spot and systemic analysis.

Bi-Weekly Meetings: At major project milestones, members of the TSTA will be invited to participate in the bi-weekly meetings, as they are available, to listen and provide input on deliverables.

The **Transportation Safety Committee (TSC)** workshop will fall between TSTA Meeting 2 and Meeting 3. It will serve three primary purposes, 1) to inform and educate the public, 2) collect valuable input on transportation safety needs and 3) promote transparency. The project team will present findings from the TSTA meetings and collaborate with participants to refine the Plan's draft vision, goals and objectives, emphasis areas and solutions. This will provide an opportunity to educate participants on transportation safety and culture and ask them to take

personal responsibility for being a safe transportation user. While we have budgeted for one in-person public meeting, the materials and content developed for this can be used by WAMPO staff to easily conduct similar meetings in different parts of the region to collect broader feedback, if needed. This workshop could also be converted into a completely virtual or hybrid meeting as another option to obtain feedback from as much of the public as possible.

While we do envision the three TSTA and one TSC meeting to be in-person meetings, we can easily adapt the format and facilitation of any to be virtual or hybrid and maximize their effectiveness.



Task 2 Deliverables:

- Draft and Final SPEP (to include section on how results of engagement will be included in CSAP)
- Summary Memo of engagement outcomes (to be incorporated into Final CSAP)
- Materials and facilitation of stakeholder and engagement meetings
- Familiarize WAMPO staff with identified performance measures and how to measure progress over time

Task 3. State of Practice & Data Review

Plan Coordination

The WAMPO CSAP will be the region's umbrella document outlining the primary challenges and effective solutions to address transportation safety. However, other state, regional and local plans also address this topic. For this sub-task, relevant data, goals, policies, objectives, strategies, countermeasures and location priorities from other plans will be summarized. Each document will include a short description of the content, the safety-related information found within and how and why that information is relevant to the WAMPO plan (see **Figure 2** for an example of how this was done for another safety plan). Key findings from other plans will be incorporated in the final CSAP, to keep all transportation safety information for the region in one place. We will coordinate with WAMPO staff during a bi-weekly meeting to identify additional plans to review and come to that meeting with a draft list prepared.

Figure 2. Excerpt from Indiana Rail Grade Crossing Safety Plan Coordination Memo

Title Year Agency Goals		Strategies	Data	Application to the 2022 SAP		
Highway- Rail Grade Crossing Safety Action Plan	Rail Grade Crossing 2010 INDOT grade rail crossings Safety Action with crashes at atgrade rail crossings and suggest		Strategies included engineering, education, enforcement, data administration and interagency coordination initiatives.	Crash Performance, Crash Performance by Warning Device, Crashes by Major Contributor and Warning Device.	This document was the previous version of the current planning effort- it will act as a go-by and benchmark during the current plan development.	
SHSP	2016	INDOT	Section 5.4 is dedicated to Highway-Rail Grade Crossing Crashes as part of the overall safety goals of the plan.	Close redundant crossings, grade separation where cost-effective, grade crossing warning device improvements, define and identify rail corridor improvement properties.	3/4 of crashes occur where train activated warning devices are in operation, 1/2 of all crashes take place at gated crossings.	Good reference point, but focus will be on integrating the goals, objectives and strategies from the 2022 SAP into the 2022 SHSP update.
LRTP	LRTP 2018 INDOT Safe and Secure Travel goal includes reference to highway-rail grade crossing safety. Multimodal Needs goal references highway-rail grade crossing safety.		Eliminating and separating at-grade crossings.	Identifies at-grade crossing fatalities are concentrated in Northwest Indiana.	Closer review of data in Northwest Indiana. Retain strategies related to eliminating or separating at-grade crossings.	

MPO Peer Review

Our team is currently working with several MPOs on their transportation safety programs. Additionally, Nicole has taught Transportation Safety Planning workshops to MPOs in eighteen states over the last three years. Nicole started her career at the Association of Metropolitan Planning Organizations. As a result, we have quick access to almost any MPO across the country to conduct a peer review on safety analyses and practices. This will provide insight into unique safety challenges in the WAMPO region and identify where there may be common concerns. For unique challenges, we can analyze further why these may be occurring locally and not elsewhere. Where there are overlaps, proven solutions can be shared across agencies. We will coordinate with WAMPO staff during a bi-weekly meeting to identify peer MPOs but will come to that meeting with a draft prepared.

DID YOU KNOW?

B&N has current safety planning contracts with the following MPOs:

- Metropolitan Washington Council of Governments
- Baltimore Metropolitan Council
- Anchorage Metropolitan Area Transportation Solutions
- KYOVA MPO
- Birmingham Alabama Regional Planning Commission

Assess Available Data

Qualitative and quantitative data are critical to understanding a complete safety story. For this sub-task, we will review available data and determine what needs to be collected based on the analysis approach. During a bi-weekly call, we will use **Table 2** to discuss available data, data gaps and opportunities to collect information for this plan. We will assemble this information into a memorandum summarizing the data to be utilized.

Table 2. Data Collection Effort

Type of Data	Purpose	Notes	Next Steps
Crash Data	Determine crash trends and forecasts, crash types, contributing factors and locations in need of safety improvements.	KDOT crash data will be requested through a KORA request. TranSystems has completed and used data from KDOT on many occasions for systemic, hot spot and project specific crash requests.	Obtain crash data from KDOT and conduct crash analyses.
Volume or Population Data	Normalize crashes by number of people driving or living in an area or sub-area.	The project team can use WAMPO Travel Demand Model (TDM) model coded Average Daily Traffic (ADT) values from calibration to associate a crash rate to roadways.	Request WAMPO TDM ADT estimates and validation ADT's for rate assessment.
Roadway Data	Understand road features (examples: number of lanes, lane width, road curvature, shoulder surface width and type, pavement conditions, speed limit, pedestrian presence, etc.) to determine if risky conditions are present that could lead to a crash.	Road attribute data may also be used from the TDM model to support the data needs.	Use existing TDM data for base analyses.
Equity Data	Determine equity indicators in the region to inform the prioritization of safety improvements.	The project team has completed similar recent analysis for other safety plans and this data set is a key component to apply for a SS4A grant.	Utilize most recent Five-Year American Community Survey data at the census tract level.
Survey Data	Understand what the public perceives to be safe locations, barriers to safety and where people are speeding.	The project team has completed similar surveys/used mapping tools for other safety plans. A recent survey for the Hilliard Safe Streets for All Plan received nearly 600 comments.	Launch a public survey and mapping tool as part of Task 2.
Stakeholder Input	Understand what stakeholders believe to be the key safety challenges and opportunities.	The project team will use the TSTA and TSC meetings and community workshop to obtain valuable input into safety needs.	Structure stakeholder committee meetings and community workshops to obtain critical qualitative input into plan.
Other Plans	Identify what data is available in other plans that is relevant to this effort and utilize existing analysis.	We know some data and analysis are in place that will be helpful to this effort.	ldentify available data sets and completed analysis during Plan Coordination task.

Recommendations

We will compile information from the plan coordination task and MPO review into a single technical memorandum which will include recommendations on pertinent information to consider or integrate into the WAMPO plan. The information from the data collection exercise will be compiled into a separate memorandum and include a revised Table 2 above, further defining what data will be used and how it will be obtained.



Task 3 Deliverables:

- Draft and Final Technical Memo (plan coordination and MPO review)
- Draft and Final Technical Memo (data collection)

The data collected for this plan will be focused on achieving principles and objectives in the SSA.

- Crash data will focus on fatalities and serious injuries
- Volume and road data will be used to prevent crashes
- Census data will address equity requirements

Task 4. Safety & Health Report

This task will supplement the August 2021 WAMPO Regional Health and Transportation Report which already demonstrates how transportation affects health issues in the region such as connectivity, safety, active transportation and air quality. For this task, we can update any instances of 2019 or 2020 data with more recent data, where available.

Additionally, we will analyze various factors to augment the current findings of that report which could include:

- Results of the equity analysis (vulnerable populations)
- Results of the ArcGIS on-line survey map, identifying where respondents view the gaps in the pedestrian and bicycle networks
- A review of the forecasted land use map to look ahead and identify where future investment is needed to enhance connectivity, safety and active transportation
- A review and assessment of the Wichita urbanized area transportation and health indicators, referencing the USDOT Transportation and Health Tool or something similar which include:
 - Commute mode share (auto, transit, bicycle, walk)
 - Complete streets policies
 - Housing and transportation affordability
 - > Land use mix
 - Proximity to major roadways
 - Fatalities exposure rate (auto, bicycle, pedestrian)

We propose scheduling a meeting with the Safety and Health Committee to determine which of the above, or other transportation and health metrics, they would like to see analyzed. We would also meet with them once the analysis is complete to obtain further feedback before the memorandum is finalized.



Task 4 Deliverable:

 Draft and Final Technical Memo on safety and health

Task 5. Crash Data Analysis

We will use the data identified during Task 3 to develop a safety narrative for the WAMPO region. This information will be summarized in an existing condition report and shared during stakeholder engagement to prioritize key safety needs. The following analysis and associated tables, figures and maps will be created:



Trends Analysis

- Heat maps showing All Crashes, Fatal and Serious Injury Crashes and Pedestrian and Bicycle Crashes for WAMPO region and by Local District
- Crash Trends for All Crashes and Fatal and Serious Injury Crashes
- Occupant Trends for All Crashes (Organized by Severity)
- Fatality and Serious Injury Rate per Population
- Fatality and Serious Injury Rate per VMT
- Fatal and Serious Injury Crash Type
- Fatal and Serious Injury Crashes by Functional Class
- Fatal and Serious Injury Crashes by State vs Locally Maintained Roads
- Crashes and Fatal and Serious Injury Crashes by Road Conditions
- Factors Contributing to Serious Injuries and Fatalities
- Comparison of Contributing Factors in Wichita region to Statewide Percentages and Peer MPO Percentages

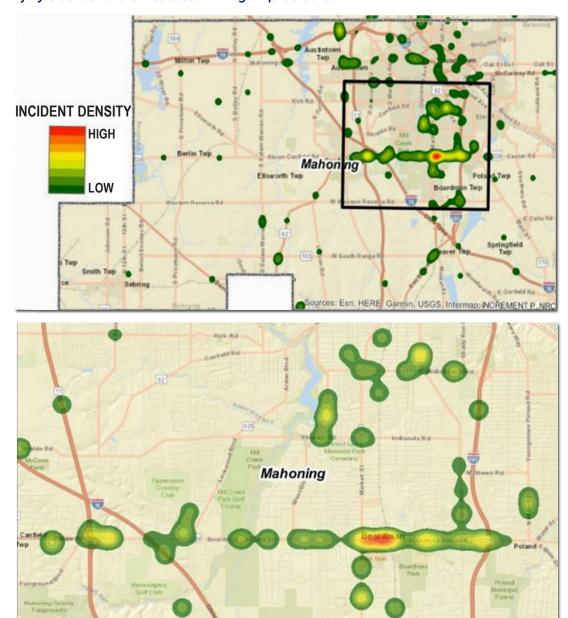


Figure 3. Example Heat Maps for Eastgate Regional COG showing fatality and serious injury crashes for the distracted driving emphasis area

Emphasis Areas

As part of the trends analysis, we will evaluate and map contributing factors to fatal and serious injury crashes. These contributing factors could include and are not limited to:

- **Crash types** such as lane departure, head-on, sideswipe, etc.
- **Roadway features** such as curves, intersection types, railroad crossings, etc.
- **Driver behaviors** such as distracted driving, driving under the influence, speeding, etc.
- Driver characteristics such as young or elderly drivers
- Vulnerable roadway users such as pedestrians, bicyclists or motorcyclists
- Other characteristics such as heavy vehicles, nighttime crashes, weather and other natural risks or traffic incident management

These contributing factors will be our candidates for potential emphasis areas. We will review these at TSTA meeting 2 and during the TSC workshop to select up to six emphasis areas that will form the basis of the goals and strategies in the CSAP.

Figure 4. Figure used for Eastgate Regional COG plan to aid in selection of emphasis areas.

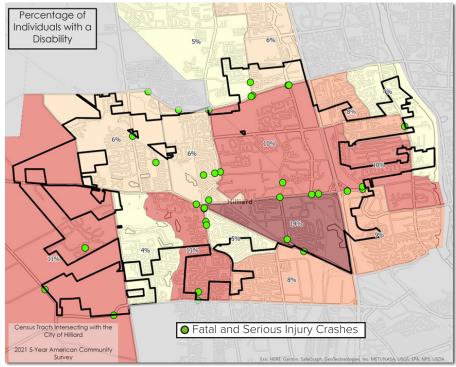
Above state average
Below state average

	STATEWIDE	EASTGATE REGION	EASTGATE REGION - LOCAL ROADS ONLY
ROADWAY DEPARTURE	37.6%	35.2%	34.7%
INTERSECTION	36.6%	38.1%	43.3%
RAILROAD CROSSING	0.3%	0.0%	0.0%
ALCOHOL RELATED INVOLVEMENT	17.1%	17.4%	18.4%
RESTRAINTS NOT USED DRIVER/ OCCUPANTS	19.3%	25.9%	24.2%
SPEED RELATED INVOLVEMENT	23.9%	23.7%	25.2%
YOUNG DRIVER INVOLVEMENT (15-25)	37.3%	36.3%	37.2 %
OLDER DRIVER INVOLVEMENT (65+)	17.4%	20.7%	20.5%
DISTRACTED DRIVERS	2.8%	7.0%	5.7%
MOTORCYCLE DRIVER/PASSENGER	8.6%	13.3%	13.9%
PEDESTRIAN INVOLVEMENT	11.4%	6.5%	7.9%
BICYCLE INVOLVEMENT	6.4%	1.3%	2.0%
WORK ZONE RELATED	2.1%	1.5%	0.1%
DRUG RELATED INVOLVEMENT	1.6%	6.8%	6.9%
REAR END	7.4%	13.5%	10.4%

Once emphasis areas are identified, we will complete a deeper analysis into each one. For example, if intersections are selected, we will prepare additional data to show why these types of crashes are occurring and where. It provides more of the safety story and helps stakeholders better focus on solutions.

Several indicators can be used to identify and assess vulnerable populations. Our project team has recently completed similar analysis using the most recent 5-Year American Community Survey data, at the Census tract level. We will collaborate with the WAMPO Project Management Team and TSTA to identify which measures to analyze and then develop a map, overlaid with crash data to demonstrate areas of need. This will be shared during a TSTA meeting and the TSC workshop to obtain feedback on safe routes to school, accessible transit and walking and bicycling priorities.

Figure 5. Example Equity and Crash Overlay Map Created for the City of Denton Network Screening



Network Screening

The B&N team will use the GIS roadway information and located crashes to identify segments and intersections where crashes are overrepresented (also known as a high injury network). From this list, a prioritization approach will be employed to identify the most appropriate areas for further study (keeping in mind the RFP request for 30 intersections and 10 segments). The reason we say "most appropriate" is because priority issues tend to be more at intersections than on segments based on lessons learned from other plans in urban areas.

The network screening methodology will comply with national best practices and support grant opportunities offered by the Infrastructure Investment and Jobs Act (IIJA), HSIP, RAISE Grant, Multimodal Project Discretionary Grant (MPDG) and SS4A. We will ensure that this screening methodology is suited to both regional and local-scale analysis, works seamlessly with crash data provided by KDOT and takes a minimal level of effort to update as new crash data becomes available.

To identify priorities, we will collaborate with the WAMPO Project Management Team and TSTA to identify performance measures that will help us identify poor-performing locations where safety investments should be prioritized. A variety of performance measures may be applicable, from simple metrics such as number of crashes and percentage of severe crashes, to more complex, predictive methodologies laid out in the HSM. The pros and cons of these performance measures will be presented to stakeholders to strike a balance between straightforwardness and complexity for future application by local agencies. The compete network screening results will be mapped with the top segments and intersection locations documented in a table and highlighted on a map.

Systemic Analysis

Reviewing high frequency crash locations is important but systemic analysis is a complimentary tool to proactively identify locations that may present risks to road users. These risks can be addressed to prevent certain types of crashes from occurring. We will collaborate with WAMPO Project Management Team and TSTA to identify one crash type to focus

on for the systemic analysis. Once the crash type is identified, we will identify a focus facility (ex: arterials) and collect a limited number of roadway attributes or risk factors. The focus facilities will then be screened for the presence of the identified risk factors. Each site will be scored based on the number of risk factors present. Sites with high scores relative to the rest are the locations most at risk for a focus crash to occur. A map highlighting areas of high to low risk for the crash types will be developed. TranSystems developed the pilot and is in process of leading a team to complete year four of the Local Road Safety Plan process having completed or in process systemic risk reviews of 80 of the 104 eligible counties in Kansas and will bring best practices and lessons learned to this CSAP.

Crash Tools

Our team has experience developing easy to use crash analysis and related tools to assist MPOs in expanding their safety programs. We will collaborate with the WAMPO Project Management Team and TSTA to identify which tool would be most beneficial and determine how to customize it.

For the Northern Arizona COG, the B&N team developed a suite of on-line and Excelbased tools to facilitate the safety analysis process. These were accompanied by a Safety Analysis Tools User Guide, still used today including:

- ArcGIS On-line Mapping Tool
- Crash Analysis Tool (CAT)
- Predictive Analysis Tool Existing (PATe)
- Economic Analysis and Project Justification Tool (eJUST)

These tools support typical safety analysis tasks including viewing and exporting site-specific data, analysis of system and site-specific crash data for crash trends, network screening, countermeasure selection, alternatives analysis and HSIP application preparation.



Task 5 Deliverables:

- Draft and Final Technical Memo on data analysis and findings
- Tool or methodology to recreate regional crash distribution annually and training on the tool for WAMPO staff

Task 6. Countermeasure Toolboxes

After we analyze crash trends and roadway risks in the Task 5, we will create a toolbox of safety countermeasures drawing on a wide variety of resources, including state prepared documents and FHWA and NHTSA resources. We will also draw on our on-going work with other agencies implementing Vision Zero, Safe System plans and other safety elements to determine solutions that could work locally. The goal of this toolbox will be to 1) identify proven countermeasure options 2) depict the costs and safety benefits by improvement type and 3) prioritize solutions that address more than just one safety issue

For the FHWA project B&N is leading on Safe System Solutions for Highway Safety Improvement projects, our team identified countermeasures with the most potential to support safe system implementation. Countermeasures were identified for safe roads, safe road users, safe speeds, safe vehicles and post-crash care.

Both engineering and non-engineering countermeasures will be identified in a table and grouped with like measures such as traffic signals, geometric design, policies, speed control, signage and striping, education campaigns and enforcement activities. The collision profiles for each strategy will be identified, in addition to the safety reduction factor, planning level cost and scale of application (e.g., high injury network, systemic and emphasis area). As appropriate, a graphic depiction of each strategy will be prepared to inform decision makers about terminology or the operations of the subject countermeasure.

Information in the countermeasure toolbox will also be reflected in the Task 7 Implementation Plan.



Task 6 Deliverable:

 Draft and Final Toolbox identifying spot, systemic and emphasis area countermeasures

Task 7. Implementation Plan & Programs

Based on the selected emphasis areas in Task 5 and identified solutions in Task 6, the B&N team will develop a list of draft goals, strategies and actions for each emphasis area.

- If any of the emphasis areas are the same as those in the Kansas SHSP, we will use the goals and strategies provided in that report as a base. We will then update the strategies to reflect the latest national best practices and any WAMPO regionspecific considerations that need to be added. This methodology ensures that the WAMPO CSAP is consistent with the statewide SHSP.
- For emphasis areas that are not in the Kansas SHSP, we will develop goals and strategies for each of the E's (Engineering, Education, Enforcement and Emergency Medical Services) as applicable. We suggest considering goals and strategies around SSA: safe roads, safe road users, safe speeds, safe vehicles and post-crash care.

Once goals and strategies are in place for each emphasis area, we will work with WAMPO and the TSTA to incorporate them into an implementation plan. To be successful, the implementation plan must be feasible and accepted by all member agencies and safety stakeholders. The implementation plan will be tailored specifically to the emphasis areas identified with documentation provided for the associated measurable objectives and performance metrics.

A major consideration of the Implementation Plan should be identifying potential funding tracts – namely SS4A and HSIP.

Systemic evaluation may leverage HSIP funds. SS4A allows greater flexibility (no fatal crash requirement) and allows a higher project cost. However, SS4A has a much higher match requirement.

Determining the best path forward for identified projects with stakeholder coordination sets local agencies up for success with SS4A implementation, HSIP or other avenues.

The Implementation Plan will share the strategies identified to reduce severe crashes for the emphasis areas. Figures 6 and 7 show a portion of the Implementation Plan developed for the City of Hilliard Safe Streets for Hilliard Plan. It was developed by multidisciplinary stakeholders using information from other planning efforts, local knowledge and data analysis. These inputs were the deciding factors to identifying effective solutions. Implementation of every action will be initiated over the next five years, with some occurring immediately and others later. Outcomes and lead agencies have been identified for every action to ensure someone is responsible for implementation and understands how to measure and evaluate progress or completion. The strategies and actions were limited in number and only include priority safety efforts or the activities which have the support, resources and ability to be addressed over the next five years. The actions are framed around three over-arching strategies:

Strategy 1 - Safe Roads: Consider how the safety engineering treatments can increase alertness, address speed and help keep drivers on the road at high injury and systemic locations.

Strategy 2 - Safe Road Users: Educate all road users and support enforcement to reduce distracted driving, young driver risk taking and speeding to keep vehicle on the road.

Strategy 3 - Safe Speeds: Review average speeds in coordination with crashes to identify roadway

improvements, educational needs and/or policies to reduce the severity of this crash type.

For each of their emphasis areas identified – intersections, young drivers, vulnerable road users and speed – the solutions are cross-cutting to address the roads, road users and speeds.

Our team envisions creating a similar Implementation Plan for WAMPO that includes crosscutting system solutions to address engineering, enforcement and education needs on the regional network, high injury network and at systemic locations.

The Action Plan is intended to be actively utilized and updated over the life of this plan by the parties identified. We also recommend an institutional safety team, which consists of key safety stakeholders from all member agencies meet regularly (no more than quarterly) to identify issues with implementing the plan, identify new safety issues and discuss new safety strategies to mitigate the emerging issues.



Task 7 Deliverables:

- Draft and Final Implementation Plan for Safe Roads
- Draft and Final Implementation Plan for Safe Road Users

Figure 6. Portion of the City of Hilliard Safe Streets for Hilliard - Safe Roads Implementation Plan

	ategy 1: Retrofit existing streets and intersections to accommodate human mistakes and injury tolerances shes that do occur and prevent future crashes						Emphasis Areas Addressed			
	Action	Outcome	Lead Agency	INT	YD	VRU	Speed			
1.	In school zones and in high pedestrian areas, install no right turn on red and/or yield to pedestrian signage	Identify locations for signage	City of Hilliard – Division of Transportation & Mobility	х		Х				
2.	Implement proven safety countermeasures at traffic signals and crosswalks to reduce vehicle, bicycle, and pedestrian crashes, especially backplates, countdown pedestrian signal heads, leading pedestrian intervals, rapid flashing beacons, and high visibility crosswalks	Continue systemic and systematic application of countermeasures	City of Hilliard – Division of Transportation & Mobility	x	х	x				
3.	Coordinate with COTA to re-evaluate bus layover locations related to mobility and safety concerns close to intersections	Coordination with COTA	City of Hilliard – Division of Transportation & Mobility	х						
4.	Review left turn phasing at intersections, prioritizing high crash intersections	Identify locations where existing permissive/protected left turns should be converted to protected only	City of Hilliard – Division of Transportation & Mobility	х						
5.	Re-evaluate clearance intervals	Ensure yellow and red clearance intervals meet current OMUTCD guidelines	City of Hilliard – Division of Transportation & Mobility	х			Х			
6.	Prioritize locations for new shared-use paths or wide sidewalks along Thoroughfare Plan streets (versus on-road bicycle lanes) and complete gaps in existing trail network	Review current trail and sidewalk networks to identify gaps and prioritize future connections	City of Hilliard – Division of Transportation & Mobility			х				

Figure 7. Portion of the City of Hilliard Safe Streets for Hilliard - Safe Road Users Implementation Plan

			Emphasis Areas Addressed				
	Action	Outcome	Lead Agency	INT	YD	VRU	Speed
1.	Continue daily enforcement and high visibility enforcement of traffic safety laws	Enforcement of traffic laws	City of Hilliard – Division of Police	Х		Х	
2.	A. Identify existing groups that convene non- English speakers. B. Collate all available traffic safety educational resources into a central clearinghouse and identify existing or potential partners C. Teach ESL traffic safety classes, from either existing (online) classes or newly created curriculum	Work with regional department to establish framework for ESL traffic safety curriculum and program in coordination with partner agencies in Central Ohio	Initiating Agency: City of Hilliard – Division of Police Implementing Agency: Franklin County Public Health Columbus Public Health MORPC	x	X	x	х
3.	Coordinate with existing groups (Superintendents Student Advisory Committee, Student Councils, High School Service Clubs, AARP, Festa) to understand traffic safety education/communication needs and provide materials/information	Set up meetings with applicable groups to identify collaboration opportunities	City of Hilliard – Community Relations Department; Hilliard City School District - Communications	х	x	х	х
4.	Create a safety communications calendar and execute activities on safety messaging up to two times a year	Create a calendar	City of Hilliard – Community Relations Department	х	х	х	х
5.	Partner with agencies to sponsor trainings at high schools, youth education programs, or motivational speakers for teen driver education	Conduct trainings	Hilliard City School District – Communications Franklin County Safe Communities		х		

Task 8. Safe Street Visualizations and Vision Zero Toolkit

Our team has been educating and informing MPOs and local agencies on transportation safety for years. We have developed visualizations, renderings and outreach materials for several recent projects. As referenced in the Introduction to this proposal our team has developed content and presented on the SSA at nine recent conferences. Another example can be seen in **Figure 8**, showing an image created by B&N for the Hillsborough County Design Guide.



However, one thing we have learned through our creative development is safety needs are often different across agencies. Before we initiate content development for the visualizations and toolkit, we recommend setting up individual meetings with the MPO, local jurisdictions and other key stakeholders (i.e., enforcement and educators). These will be used to understand what tools are needed to successfully communicate, plan for and implement safety initiatives.

Based on the outcomes of these meetings, we will develop visualizations and other materials that will have the greatest impact in supporting agencies with their efforts to reduce severe crashes.



Task 8 Deliverables:

- Draft and Final Safe Streets Visualization
- Draft and Final Vision Zero Toolkit

For the Regional Planning Commission of Greater Birmingham (MPO in Birmingham, AL), B&N is supporting a project to provide as-needed technical assistance to the local agencies in the region, including training, guidance, presentations, fact sheets and as-needed marketing materials.

Rural Suburban Residential Suburban Town General General General

Figure 8. Hillsborough County, FL Public Works PD&E Manual project graphics on Context Classifications

Task 9. Comprehensive Safety Action Plan

Our team recently completed a SS4A compliant CSAP for the City of Hilliard, Ohio. The City did not have a plan developed but wanted to apply for an implementation grant in the 2022 cycle. **Figure 9** shows the table included in the Hilliard plan, describing how the requirements for a compliant plan were met. Our team will ensure the WAMPO plan achieves these goals through the planning process and works toward a safe system through collaboration across disciplines.

Figure 9. Planning Requirements Compliance Table for City of Hilliard Safe Streets for Hilliard Plan

-		_
Planr	ıına	Process

The process to inform the **Safe Streets for Hilliard Plan** followed the format for a Comprehensive Safety Action Plan, specified by the Safe Streets for All Grant Notice of Funding Opportunity (NOFO). The table below describes the planning process and how the criteria for a Safety Action Plan were met.

Comprehensive Safety Action Plan Element	How Achieved for Hilliard					
Governing body in the jurisdiction publicly committed to an eventual goal of zero roadway fatalities and serious injuries.	Hilliard City Council reviewed and approved the Plan.					
Set targets to achieve significant declines in roadway fatalities and serious injuries.	The Plan commits to work toward zero deaths and includes targets for fatalities, serious injuries and non-motorized severe crashes to show how this will be achieved over the next 20 years. The stakeholder group agreed to the toward zero deaths commitment.					
To develop the Action Plan, a committee, task force, implementation group, or similar body established and charged with the Plan's development, implementation and monitoring.	A stakeholder/implementation group was convened for plan development and will implement the strategies and actions within. Stakeholders included City of Hilliard, Hilliard Police, Franklin County Health Department, Hilliard Schools, Mid-Ohio Regional Planning Commission, FESTA, Safe Communities.					

	Community Cofety Astion Plans Flores	Harry Ashiorest for Hilliand				
	Comprehensive Safety Action Plan Element	How Achieved for Hilliard				
	Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe or region.	Documented in Existing Conditions section of Plan.				
3	Analysis of the location where there are crashes, the severity, as well as contributing factors and crash types.	Documented in Existing Conditions and Emphasis Area sections of Plan.				
3	Analysis of systemic and specific safety needs is also performed, as needed (e.g., high risk road features, specific safety needs of relevant road users.	Documented in Existing Conditions and Emphasis Area sections of Plan.				
	A geospatial identification (geographic or locational data using maps) of higher risk locations.	Documented in Existing Conditions and Emphasis Area sections of Plan.				
	Engagement with the public and relevant stakeholders, including the private sector and community groups.	Documented in Public and Stakeholder Engagement section of Plan.				
4	Incorporation of information received from the engagement and collaboration into the Plan.	The Action Plan strategies and activities are a direct result of the stakeholder/public input survey and stakeholder engagement meeting.				
	Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate.	Hilliard coordinated with Franklin County Public Health and MORPC as part of the planning process.				
	Considerations of equity using inclusive and representative processes.	FESTA and Franklin County Public Health were key stakeholders in this process, with both groups representing communities including elderly and minorities.				
5	The identification of underserved communities through data.	Documented in Demographic and Equity Considerations sub-section of the Plan.				
	Equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies and population characteristic.	Documented in Demographic and Equity Considerations sub-section of the Plan.				
6	The plan development included an assessment of current policies, plans, guidelines and/or standards to identify opportunities to improve how processes prioritize safety.	The stakeholder group included a cross-section of agencies implementing safety programs. The effectiveness of those programs was discussed and relevant activities included in the Action Plan. In addition, strategies from the MORPC Action Plan were discussed and relevant ones reflected in this Plan.				
	The Plan discusses implementation through the adoption of revised or new policies, guidelines and/or standards	Both existing and new safety programs/projects were identified through the planning process. The implementation of these efforts is documented in the Action Plan and each action is assigned a "lead agency."				
7	The Plan identifies a comprehensive set of projects and strategies to address the safety problems in the Action Plan, time ranges when projects and strategies will be deployed and explain project prioritization criteria.	The results of the crash data analysis and stakeholder/public input helped identify locations and strategies to address Hilliard's top safety needs. The pre-amble to the Action Plan describes how projects and strategies were prioritized and the timeline for implementation.				
8	A description of how progress will be measured over time that includes, at a minimum, outcome data.	Documented in Next Steps: Progress and Transparency section of Plan.				
	The Plan is posted publicly on-line.	The Final Plan is posted on the City of Hilliard website.				
9	The Plan was finalized and/or last updated between 2017 and 2022.	August 2022.				



Task 9 Deliverable:

Draft and Final CSAP

Task 10. SS4A Implementation Grant

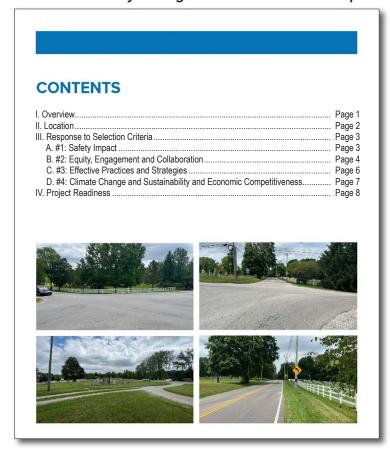
Our team is currently assisting three local agencies develop implementation applications for the 2022 SS4A. One is for the City of Hilliard, Ohio to implement pedestrian and traffic upgrades along a road identified on the MPO's High Injury Corridor list. Another is for Boone County, Indiana to improve a high-risk intersection, identified in their Local Rod Safety Plan. This application is to implement countermeasures to improve historical crash patterns while proactively creating safe passage for vulnerable road users. The last one is for the City of Fishers, Indiana to construct a greenway trail that will provide options for vulnerable road users along a heavily traveled corridor. This is part of a bigger plan to transform the entire corridor into a complete street.

Grant Elements We Will Develop

- Standard Forms
- Key Information Table
- 10-page Project Narrative
- Self-Certification Eligibility
- Project Budget
- Letters of Support

By developing these applications, we have experience in what needs to be done to be eligible as well as lessons learned for the next round. We can assist WAMPO or any of the local jurisdictions in their application for the 2023 cycle.

Figure 10. Table of Contents for Boone County 10-Page Narrative Section of Implementation Grant





Task 10 Deliverable:

Draft and Final materials for an Implementation Grant Application

SCHEDULE

3CHEDULE								occion o	T VVAIVII O	Comprehen	sive Salety	Action i idi
Task							Month/Year					
	11/20		12/2022	1/2023	2/2023	3/2023	4/2023	5/2023	6/2023	7/2023	8/2023	9/2023
Task 1. Project Coordi			anagement	Plan								
Kickoff Meeting		<u> </u>										
Project Management Plan	PMP Draft	PMP Final										
Task 2. Stakeholder a												
SPEP	Dra SPE	ft P SPEP	Final SPEP SPEP		_	•••••	SP		ntation •••	····> ···	•••••	•••••
TSTA Meeting				TSTA Meeting #1	TSTA Meeting #2			TSTA Meeting #3				
TSC Workshop						TSC Workshop						
Task 3. State of Practi	ce and	Data F	Review									
Plan Coordination & MPO Review Technical Memo			Draft Memo MEMO	Final Memo								
Data Assessment Technical Memo	Draf Memo	t MEMO	Final Memo									
Task 4. Safety and He	alth Rep											
Safety and Health Technical Memo					Draft MEMO		Final MEMO Memo					
Task 5. Crash Data Ar	nalysis											i.
Data Analysis Findings Technical Memo				Crash Trends and Emphasis Area Analysis	Network Screening Analysis	Systemic Analysis	Draft Memo MEMO	Final Memo				
Crash Tool				7 ii ed 7 iii diy 3i3	7 tildiyələ			Draft Tool	Final Tool			
Task 6. Countermeasu	re Tool	box										
Toolbox(es)								Draft Toolbox	Final Toolbox			
Task 7. Implementatio	n Plan a	and Pr	ograms									
Safe Roads Implementation Plan									SR PLAN Plan	sr PLAN Plan		
Safe Road Users Implementation Plan									SRU PLAN Plan	sru PLAN Plan		
Task 8. Safe Streets V	'isualiza	tion a	nd Vision Z	ero Toolkit								
Safe Streets Visualization										Draft Visual ssv	ssv Final Visual	
Vision Zero Toolkit										Draft VZ Toolkit	vz Final Toolkit	
Task 9. Comprehensiv	e Safet	y Acti	on Plan									
CSAP										Draft CSAP	Final CSAP	
Task 10. SS4A Implem	entatio	n Grai	nt									
Full Set of Completed Grant Materials											Draft SS4A	Final SS4A 15th

COST STRUCTURE

			Burges	s & Niple	е	TranSystems				Vireo							
	*Task			\$38.37 \$60.64 \$		\$147.98				\$76.42	\$39.42	\$23.00	iple	US		Direct Expenses	udin
													≥ ∞	sten	စ္က	ben	(incl and
			Tristan Jackson	Kendra Schenk	Erin Grushon	Brett Letkowski	Slade Engstrom	Amy Wegner	Kiara Gallegos	Jim Stankek	Triveece Penelton	Kastasya Jackson	Burgess & Niple	TranSy	TranSystems Vireo		Task Total (including overhead and fee)
1.0	Project Coordination & Management Plan	27	16	6	0	9	24	0	0	0	0	14	\$3,032	\$3,424	\$322	\$0	\$20,164
1.1	Project Management	24	12	4		8	20					12	\$2,529	\$2,927	\$276		\$17,041
1.2	Kickoff Meeting	2	2	2		1	2					2	\$350	\$322	\$46		\$2,152
1.3	Project Management Plan		2				2						\$153	\$174	\$0		\$970
2.0	Stakeholder and Public Engagement Plan		32	16	96	0	26	16	32	16	64	80	\$12,056	\$5,127	\$4,363	\$5,000	\$71,146
2.1	SPEP				16		2				8		\$857	\$174	\$315		\$4,187
2.2	TSTA Meetings		16	8	40		8	8	16	8	40	40	\$5,904	\$2,127	\$2,497	\$2,500	\$34,952
2.3	TSC Workshop		16	8	40		16	8	16	8	16	40	\$5,295	\$2,825	\$1,551	\$2,500	\$32,007
3.0	State of Practice and Data Review		24	2	16	0	4	8	16	0	0	0	\$2,051	\$1,167	\$0	\$0	\$9,753
3.1	Plan Coordination and MPO Review Memo		24		16								\$1,778	\$0	\$0		\$5,631
3.2	Data Assessment Memo			2			4	8	16				\$273	\$1,167	\$0		\$4,122
4.0	Safety and Health Report	-	32	0	0	0	2	0	8	0	0	16	\$1,684	\$440	\$368	\$0	\$7,714
4.1	Report		32				2		8			16	\$1,684	\$440	\$368		\$7,714
5.0	Crash Data Analysis		10	48	0	16	44	128	160	20	0	0	\$3,827	\$17,646	\$0	\$0	\$61,338
5.1	Data Analysis and Memo		6	40		8	32	120	120	12			\$3,112	\$13,190	\$0		\$46,647
5.2	Crash Tool		4	8		8	12	8	40	8			\$715	\$4,456	\$0		\$14,691
6.0	Countermeasure Toolbox		8	32	0	4	16	40	40	8	0	4	\$2,704	\$5,365	\$92	\$0	\$23,816
6.1	Toolbox		8	32		4	16	40	40	8		4	\$2,704	\$5,365	\$92		\$23,816
7.0	Implementation Plan and Programs		48	16	32	0	16	0	32	4	0	8	\$6,656	\$2,762	\$184	\$0	\$29,364
7.1	Safe Roads Implementation Plan		24	8	16		8		16	2		4	\$3,328	\$1,381	\$92		\$14,682
7.2	Safe Road Users Implementation Plan		24	8	16		8		16	2		4	\$3,328	\$1,381	\$92		\$14,682
	afe Streets Visualization & Vision Zero Toolkit		64	4	24	0	16	0	8	0	56	56	\$5,581	\$1,660	\$3,496	\$0	\$33,252
8.1	Safe Streets Visualization	8	24	2					_		32	32	\$1,651	\$0	\$1,997		\$11,482
8.2	Vision Zero Toolkit		40	2	24		16		8		24	24	\$3,930	\$1,660	\$1,498		\$21,770
9.0	Comprehensive Safety Action Plan		40	4	32	2	16	8	8	2	24	24	\$5,012	\$2,397	\$1,498	\$0	\$27,254
9.1	Final Plan		40	4	32	2	16	8	8	2	24	24	\$5,012	\$2,397	\$1,498		\$27,254
10.0	SS4A Implementation Grant		40	4	18	2	8	2	16	2	0	0	\$3,483	\$1,749	\$0	\$0	\$15,912
10.1	Final Grant Package		40	4	18	2	8	2	16	2			\$3,483	\$1,749	\$0		\$15,912
	Overall Total	216	314	132	218	33	172	202	320	52	144	202	\$46,087	\$41,735	\$10,322	\$5,000	\$299,713
	Overhead (188%, 149.02%, 184.55%)								\$86,643	\$62,194	\$19,050		\$167,887				
									Fixe		10%, 129		\$13,273	\$12,472	\$2,937	AF 000	\$28,682
										Т	otal Proj	ect Cost	\$146,002	\$116,401	\$32,310	\$5,000	\$299,713

Notes:

*Task Items referenced back to project approach. Rates are subject to annual adjustment.

Exhibit C

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, it's assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

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

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

ASSURANCE APPENDIX E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties	agree tha	t the follow	ing provisi	ions are	hereby	incorporated	into	the
contract to v	which it is	attached a	nd made a	a part th	nereof, sa	aid contract	being	the
day o	f		, 20					

- 1. <u>Terms Herein Controlling Provisions</u>: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. <u>Kansas Law and Venue</u>: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. <u>Disclaimer Of Liability</u>: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
- 5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

- 6. <u>Acceptance of Contract</u>: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility for Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. <u>Insurance</u>: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. <u>Information</u>: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
- 12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

07-18-80-R26 Sheet 1 of 7

REQUIRED CONTRACT PROVISION

FEDERAL AID CONTRACTS UTILIZATION OF DISADVANTAGED BUSINESSES

I. INTRODUCTION.

The specific requirements for the utilization of Disadvantaged Business Enterprises, hereinafter referred to as DBEs, are set forth in this Required Contract Provision and are imposed pursuant to 49 CFR Part 26, hereinafter referred to as the regulations. This provision meets or exceeds the regulatory requirements. The regulations always take precedence over normal industry practice.

A. ASSURANCE.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability, income status, veteran status or gender in the performance of the Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, or such other remedy as the Kansas Department of Transportation deems appropriate.

B. DEFINITIONS.

For the purpose of this Required Contract Provision, the following words and phrases shall have the meanings as stated herein:

- (1) Disadvantaged Business Enterprise (DBE) means a small business concern which is independently owned and controlled by one or more socially and economically disadvantaged individuals and which KDOT has certified as a DBE.
- (2) Small business concern means a small business as defined by Section 3 of the Small Business Act and relevant regulations except that a small business concern shall not include any firms or affiliated firms owned and controlled by the same socially and economically disadvantaged individual or individuals whose value has average, annual gross receipts in excess of \$22,410,000 over the previous three fiscal years.
- (3) Owned and controlled means a business:
 - (a) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals, and
 - (b) Whose management and daily business operations are controlled by one or more such individuals.
- (4) Socially disadvantaged individual means a person who is a citizen or lawful permanent resident of the United States, has suffered social disadvantage in education, employment, or business, and who is a(an):
 - (a) Black American (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic American (includes a person of Mexican, Puerto Rican, Cuban, Central or South American, or any Spanish or Portuguese culture or origin, regardless of race);
 - (c) Native American (includes a person who is American Indian, Eskimo, Aleut or Native Hawaiian);
 - (d) Asian-Pacific American (includes a person whose origin is from the original people of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);

- (e) Subcontinent Asian American (includes a person whose origin is India, Pakistan, Bangladesh, Bhutan, Nepal, Sri Lanka, or the Maldives Islands);
- (f) Member of a group, or any other individual of any race or sex, found to be both economically and socially disadvantaged; or
- (g) Women.
- (5) Economically disadvantaged means an individual who has a personal net worth of less than \$750,000 excluding the value of their ownership share of the applicant firm and personal residence. The individual has had diminished access to capital and credit compared to non-disadvantaged persons.
- (6) Commercially useful function means the qualifying DBE owner performs manages and supervises subcontract work.
- (7) Race and gender neutral measure means one that is used to assist any small business.

II. DBE CONTRACT GOALS.

- **A.** KDOT strongly encourages all contractors to utilize DBE firms as subcontractors, suppliers, manufacturers, truckers, and brokers whenever possible and feasible. Greater voluntary participation will result in lower and fewer DBE contract goals. KDOT will set DBE contract goals only to meet the portion of its annual goal that is not met by race and gender neutral means and voluntary participation.
- **B.** An eligible DBE is one who KDOT has certified and who is listed in the KDOT DBE directory located on the internet at: http://www.ksdot.org/doingbusiness.asp. KDOT also prints a paper directory quarterly, and Contractors may ask the KDOT Office of Civil Rights for a copy of the printed directory. However, as it is only published quarterly, Contractors should be aware that the printed directory may list DBE's who were decertified after the directory was printed, and these DBE's would not be considered eligible DBE's in a letting that followed decertification or when examining good faith efforts. Also, the printed directory will not list DBE's who have been certified after the directory was printed, but KDOT will consider these DBE's in a letting and when examining good faith efforts. Thus, the electronic directory controls as it is the most current information KDOT has available. Any bid proposal listing a firm that is not a KDOT certified DBE at the time of bidding will be considered nonresponsive.
- C. Contractors shall, as a minimum, seek DBE firms working in the same geographic area in which they seek subcontractors for a given solicitation.
- **D.** Contractors are required to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE firm. In order to ensure compliance with this requirement, any substitution of DBE subcontractors after the Contractor has submitted a bid to KDOT, must be approved by KDOT Office of Civil Rights. Substitutions will only be allowed for good and sufficient reasons. KDOT must receive a letter from the original DBE stating the reason for the DBE's inability to perform.
- E. Contractors are also encouraged to use the services of banks owned and controlled by disadvantaged individuals.
- **F.** When projects are State or Contractor tied, KDOT will construe DBE participation as if the tied projects are one project. To check DBE participation on tied projects the following method will be used:
 - (1) Add the DBE goal dollar amount for the individual tied projects. This becomes the required minimum dollar amount to be subcontracted to DBEs.
 - (2) If the total dollar amount actually subcontracted to DBEs on the tied contracts is equal to or greater than the minimum dollar amounts as computed above, it will be determined that the DBE goals have been met.

(3) If a State of Kansas funded project is tied to a federal aid funded project, the DBE contract goals can only be met by DBE subcontractors on the Federal Aid Project.

III. MEETING DBE CONTRACT GOAL CRITERIA.

The award of the Contract will be conditioned upon satisfaction of the requirements herein established. The apparent low bidder must either meet or exceed the DBE goals for the contract or satisfy KDOT that good faith efforts were made to meet the goals prior to the bid letting.

A. REOUIRED DBE PARTICIPATION INFORMATION.

All bidders are required to submit to KDOT with the bid proposal the DBE participation information described below on the form provided in the proposal.

- (1) The names of KDOT certified DBE firms that will participate in the Contract (if none, so indicate);
- (2) A description of the work each named DBE firm will perform (if none, so indicate);
- (3) The actual dollar amount anticipated to be paid to each named DBE firm (if zero dollars, so indicate); except
- (4) If the named DBE firm is a supplier, enter 60% of the actual dollar amount anticipated to be paid (if zero dollars, so indicate);
- (5) The actual dollar amount (not to exceed 10 percent of DBE subcontract) to be paid ahead of work as DBE mobilization.
- (6) For federal aid contracts with a zero DBE goal, list all subcontractors to be utilized, including DBE firms, if any.

B. GOOD FAITH DETERMINATION.

It is the bidder's responsibility to meet the DBE contract goals or to provide information to enable KDOT to determine that, prior to bidding, the bidder made good faith efforts to meet such goals.

- (1) Good Faith Information Submittal. If the low bidder's required DBE information indicates that the DBE contract goals will be met, the contract will proceed toward award and the low bidder need not submit any further DBE information. Good faith documentation must be submitted within two working days of the bid opening. Example: if bids are opened on Wednesday at 2 p.m., the good faith documentation must be at KDOT Office of Civil Rights before 5 p.m. on Friday.
- (2) KDOT Review. KDOT will review all information submitted to determine if the low bidder has met the DBE contract goals and, if not, whether the low bidder made sufficient good faith efforts to meet such goals. The determination of good faith efforts is made on a case-by-case basis and depends on the particular circumstances of the procurement. The issue KDOT will consider is whether the bidder took those steps, a reasonable bidder would have taken to actively and aggressively obtain DBE participation sufficient to meet the goal. A KDOT determination that the low bidder's information failed to show sufficient good faith shall be just cause for rejection of the bid. If the low bid is rejected, the above procedure will be applied to the next lowest bidder, and other bidders if necessary, until a bidder is found that meets the DBE contract goals or establishes that good faith efforts were made to meet the goal. KDOT reserves the right to reject all bids and re-advertise the Contract.
- (3) Establishing Good Faith Efforts. To demonstrate good faith efforts to meet DBE contract goals, submit to KDOT documentation on the factors listed as (a) through (g). KDOT has assigned a percentage to each factor that shows the relative importance of each factor to KDOT and to the other

factors. These percentages are a guide only; the circumstances of a particular procurement may justify different percentages or consideration of factors not mentioned. In evaluating the reasonableness of the low bidder's efforts, KDOT may consider whether other bidders met the goal or failed to meet the goal. In evaluating the reasonableness of the low bidder's efforts, KDOT will consider all documentation submitted; yet, documentation created during the bidding process is more credible than documentation created after the letting.

- (a) The bidder negotiated in good faith with interested DBEs. It is the bidder's responsibility to consider the available pool of certified DBEs when determining subcontract or supply needs. It is the bidder's responsibility to furnish DBEs with information about plans or specifications to facilitate the bid. Include names of DBEs considered, information given to the DBE, if any, and an explanation of why agreements could not be reached for DBEs to perform the work. (25%)
- (b) The bidder selected portions of work for which KDOT has capable, certified DBE's to perform. This may include breaking out work items or subcontracting items the prime contractor normally performs. (20%)
- (c) The bidder used good business judgment in rejecting a DBE quote, considering both price and capabilities. If a DBE quote represents a reasonable price for performing the work, the bidder should use that quote even though the DBE quote is higher than a non-DBE quote. However, bidders do not have to use excessive or unreasonable quotes. Before determining that a DBE quote is excessive, the bidder should inquire as to the reason for the disparity between the DBE and non-DBE quotes. The bidder should also evaluate what impact, if any, using a higher DBE price would have on the bidder's overall project bid. A higher DBE price may not be excessive or unreasonable if the price differential is a very small part of the project bid. (20%)
- (d) The bidder solicited capable, certified DBEs through pre-bid meetings, advertising, telephone, mail, facsimile, e-mail, or a combination of the foregoing. The solicitation must have occurred within sufficient time to allow a DBE to respond. Follow up all initial contacts, whether the contact was solicited or unsolicited. If a DBE expresses an interest in the contract or a desire to quote and fails to submit a quote, follow up that contact, whether the contact was solicited or unsolicited. Receiving substantial unsolicited quotes may not be considered actively and aggressively pursuing DBE participation. (10%)
- (e) The bidder assisted interested DBEs in obtaining equipment, supplies, or materials for the project being bid. (10%)
- (f) The combinations of DBEs the bidder considered in trying to meet the goal. It is acceptable to use a portion of several DBE bids. (10%)
- (g) The bidder assisted interested DBEs in obtaining bonding, credit, or insurance on the project being bid. (5%)
- (4) Staff of KDOT's Office of Civil Rights and the Chief of Construction and Maintenance will review the documentation submitted and either accept or reject the good faith effort submittal.
- (5) At the bidder's request, KDOT's Director of Operations will hold an informal hearing to discuss the bidder's good faith effort submittal. The bidder may have legal counsel present, at the bidder's expense. After the appeal hearing, the Director of Operations will issue the Agency's final administrative decision on whether the bidder made a good faith effort. The decision will be in writing and will explain the basis for the Agency's decision. This will be final agency action and a final order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 et. seq. Any petition for judicial review shall be served on the Secretary of Transportation, Kansas Department of Transportation, 700 S.W. Harrison St., Topeka, KS 66603-3754.

C. COUNTING DBE PARTICIPATION TOWARD DBE CONTRACT GOALS.

DBE participation shall be counted toward meeting the DBE contract goals pursuant to this contract as follows:

(1) A contractor may count toward its DBE contract goals the total dollar value of a contract paid to an eligible DBE, including an approved DBE protégé.

NOTE: At the time the bid is submitted on the DBE goal sheet, list the actual amount intended to be paid to the DBE. On Form 259, submitted after award, list the same amount as in the contract line item. If this amount differs from the DBE subcontract amount, list the latter amount on the bottom of the form with an explanation.

- (2) A DBE, bidding as a prime contractor, may count toward its DBE contract goals the total dollar value of the work actually performed by the DBE prime contractor, including the cost of supplies and materials the DBE obtains. Example: A DBE contractor bids as a prime contractor. The contract specifies a \$10,000.00 DBE goal. The DBE prime contractor performs \$50,000 of the work with its own forces. The DBE prime contractor has met the \$10,000 goal.
- (3) A contractor may count toward its DBE goals a portion of the total dollar value of a subcontract with an eligible DBE joint venture equal in proportion to the percentage of ownership and control of the DBE partner in the joint venture. Example: A contract specifies a \$5,000.00 DBE contract goal. Prime contractor bids \$100,000.00 subcontracting with a joint venture DBE/non-DBE contractor for \$20,000.00 of the work. The percentage of ownership and control of the DBE/non-DBE joint venture is 25% DBE and 75% non-DBE. The prime contractor may count \$5,000.00 (\$20,000.00 x .25; i.e. total dollar value times the percentage of DBE ownership) toward the DBE contract goal, thus fulfilling the DBE requirements of the contract.
- (4) If a non-DBE contractor and DBE contractor form a joint venture and bid as a prime contractor, the joint venture contractor shall fully meet the DBE contract goals specified in the project special provision. The joint venture contractor may count toward its DBE contract goals the total dollar value of the work actually performed by the DBE participant in the joint venture.

 Example: A non-DBE contractor forms a joint venture with a DBE contractor and the joint venture bids the project as a prime contractor. The DBE contract goal is \$10,000.00. The DBE participant in the joint venture performs \$50,000 of the work with its own forces. The joint venture has met the \$10,000 goal. Example: A non-DBE contractor forms a joint venture with a DBE contractor and the joint venture bids the project as a prime contractor. The DBE contract goal is \$100,000.00. The DBE participant in the joint venture performs \$80,000 of the work with its own forces. The joint venture must obtain the remaining \$20,000 in goal through use of another certified DBE firm, or show good
- (5) A contractor may count toward its DBE goals 60 percent of its expenditures for materials and supplies obtained from a DBE regular dealer, and 100 percent from a DBE manufacturer. A letter must be submitted to KDOT, detailing the amount, but the amount does not count as a subcontracted percentage.

faith efforts if the joint venture fails to meet the \$100,000 goal.

- (a) A manufacturer is a firm that operates a facility that produces goods from raw material on the premises.
- (b) A regular dealer is a firm that owns, operates, or maintains a store, or warehouse where materials are stocked and regularly sold to the public. A regular dealer of bulk items (sand, gravel, etc.) need not stock the product if it owns or long-term leases distribution equipment. The supply of structural steel, steel assemblies and petroleum products do not count toward any KDOT DBE goal. A dealer must be responsible for material quality control and must deliver with its own or long term leased equipment to count toward the DBE goal.

- (6) A contractor may count toward its DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers:
 - (a) The commission charged for providing a bona fide service in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract, provided the commission is reasonable and customary.
 - (b) The commissions charged for bonds or insurance provided by a DBE broker for the specific performance of the contract, provided the fee is reasonable and customary. A letter must be submitted detailing the amount, but does not count as a subcontracted percentage.
- (7) A contractor may count toward its DBE goals the amount paid to a DBE trucker for transportation or delivery services.
 - (a) A DBE trucker who picks up a product at point A and delivers the product to the contractor at point B provides a delivery service. The full amount paid for this service counts toward the DBE goal.
 - (b) Some DBE truckers are also a regular dealer (supplier) of a bulk item. In this case, the amount paid for the material delivered will count as 60 percent toward the DBE goal. The DBE trucker is responsible for the quality of the material.
 - (c) For DBE truckers or suppliers to be credited toward DBE contract goals, the contractor must submit a letter to KDOT detailing all information formerly found on Form 259, prior to the start of the trucking or supply of material and requesting DBE subcontract credit.

D. COMMERCIALLY USEFUL FUNCTION.

The prime contractor is responsible for ensuring that DBE firms under subcontract to meet a DBE goal perform a commercially useful function (CUF). Failure to fulfill this obligation is a breach of contract and KDOT may invoke the sanctions listed in Section IV (Sanctions). The three criteria for a CUF are:

- (1) The DBE firm shall manage the work through personal direct supervision by the DBE owner or a skilled, knowledgeable, full-time superintendent. Management includes scheduling work, ordering equipment and materials, hiring and firing employees, and submitting all required forms and reports. The DBE is not in compliance with this provision if the DBE subcontracts out part or all of the work to another entity.
- (2) The DBE shall own all equipment, long term lease all equipment, or own some equipment and long term lease the remaining equipment except for specialized equipment as noted below.
 - (a) If the DBE leases equipment, the DBE shall have a written lease that gives the DBE full control of the equipment during the lease period. The DBE shall use its own workers to operate leased equipment.
 - (b) A DBE may enter into long term leases with companies operating as prime contractors. The DBE is not in compliance with this provision if the DBE leases equipment from the prime contractor on the project for that project only.
 - (c) Exception for specialized equipment: The DBE may lease short term specialized equipment such as a crane from another contractor or third party if this equipment is necessary for the DBE to perform its work and the equipment is of such a nature that it is not economically feasible or practical for the DBE to lease the equipment long term. The contractor shall bill the DBE for this equipment and the DBE shall pay the contractor for the equipment. The DBE is not in compliance with this provision if the contractor deducts from the DBE's pay estimate specialized equipment costs rather than submitting an invoice to and receiving payment from the DBE.
- (3) The DBE shall negotiate the cost of, arrange delivery of, and pay for materials, supplies, labor, and equipment. Invoices shall be billed to the DBE and paid by the DBE.
- (4) KDOT will not count towards goal or give DBE contract goal credit for the following:

- (a) Monies the prime contractor pays directly for supplies, materials, labor or equipment on the DBE's behalf except for two-party checks approved under Section III.E below.
- (b) Costs deducted from a DBE's pay estimate for supplies, materials, labor or equipment the prime contractor or its affiliate provided.
- (c) Costs incurred for equipment the DBE leases from the contractor on the project if the DBE is using the equipment for that project only and the equipment is not part of a long term lease agreement.
- (d) Costs associated with a portion of a bid item that the Agency is unable to measure clearly.
- (e) Costs incurred for work subcontracted outside normal industry practices, just to meet a goal.
- (5) KDOT's determination that a DBE is not performing or did not perform a CUF is not appealable to the US Department of Transportation. KDOT's determination will be final agency action and a final order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et. seq.* Any petition for judicial review shall be served on the Secretary of Transportation, Kansas Department of Transportation, 700 S.W. Harrison St., Topeka, KS 66603-3754.

E. BUSINESS INTEGRITY

Any person or entity will be found to be out of compliance with this required contract provision if any investigation reveals a commission or omission of any act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty. Such commission or omissions include, but are not limited to:

- (1) Violating any applicable law, regulation, or obligation relating to the performance of obligations incurred pursuant to an agreement with a recipient under a KDOT financial assistance program or,
- (2) Making, or procuring to be made, any false statement or using deceit to influence in any way any action of KDOT.

F. TWO PARTY CHECKS.

To comply with the current regulation, KDOT is implementing the following two party check procedures. The prime contractor is responsible for following the procedure and for ensuring that DBE subcontractors follow the procedure.

- (1) The DBE owner shall make the request for a two party check to the Office of Civil Rights and shall explain the benefit to the DBE firm.
- (2) The prime contractor shall send the check to the DBE owner who will endorse and forward the check to the supplier. This should be done within the 10 day prompt pay timeframe.
- (3) The amount of the check should not exceed the amount of material paid by KDOT on the latest estimate. For example if the estimate was taken on 7/23, pay the material bill through 7/23 not through 7/31.
- (4) Two party checks shall be issued only long enough to establish credit for the DBE firm.
- (5) KDOT will not count towards goal or give DBE contract goal credit for two party checks that have not been pre-approved by KDOT.

IV. SANCTIONS.

If KDOT finds any contractor, sub-contractor, DBE, joint venture, or mentor/protégé to be out of compliance with this required contract provision, KDOT may impose one or more of the following sanctions:

(1) Withhold payment of progress payments until the contractor or DBE contractor complies with the payment requirements of this Special Provision.

- (2) Remove the non-complying DBE from the DBE directory until the DBE shows the company is meeting the requirements necessary to perform a CUF, including payment of all bills.
- (3) Deny goal credit as previously stated for failure to replace a non-performing DBE with another DBE (unless good faith effort was made), failure to meet the requirements necessary to perform a CUF, or failure to follow two party check procedures.
- (4) Assess and deduct as liquidated damages the monetary difference between the DBE goal amount and the amount actually paid to the DBEs for which KDOT has allowed DBE goal credit.
- (5) Reject the bidder's bid if the bidder failed to meet the DBE goal and failed to show good faith effort to meet the goal.
- (6) Refer the matter to the Office of the Attorney General, the US Department of Justice, or both for follow-up action.
- (7) Enforce all other remedies KDOT has under other contract provisions such as contract termination, contractor suspension, contractor debarment, and sanctions for failing to pay promptly.

01-26-09 OCR (DW/CDB) Jul-09 Letting

Wichita Area Metropolitan Plann	ing Organization Comprehen	sive Safety Action Plan
Project No		07-19-80-R12 (MPO)
Contract No		Sheet 1 of 1
RE	QUIRED CONTRACT PROVISION DBE CONTRACT GOAL	ON
The DBE Goal to be subcontracted	d to KDOT-Certified DBE firms	on this contract is%.
List all KDOT-Certified DBE subco		•
	-	ntage of the work proposed to be rently certified in Kansas in order
to perform work as a DBE on the		rently certified in Kansas in order
IDEAU	TIFICATION OF DDF DADTICID	ATION
IDENI	TIFICATION OF DBE PARTICIPA	ATION
Name of KDOT-Certified	Type of Work	Percentage of work
DBE Subcontractor	Public Involvement	
Vireo	Public Involvement	_% 10
		%
		%
		<u>%</u>
		%
		%
	Total KDOT-Certified	DBE %
Burgess & Niple, Inc.		
80 M Street SE		
Washington, DC 20003		
(Prime Bidding Consultant Name	and Address)	
If the Percentage of Work is zero	, please attach the Prime Bid	ding Consultant's Good Faith

Effort documentation.

A list of KDOT-Certified DBEs can be found in the Directory of Disadvantaged Business Enterprises at KDOT's website: http://kdotapp.ksdot.org/dbecontractorlist/

Rev. 03/16

Exhibit F

KDOT POLICY FOR CONSULTANT CONTRACT REIMBURSEMENT FOR HOTEL AND PER DIEM

Attention Contract Partners:

The following policy for hotels and per diem rates will be effective January 1, 2022 for contracts with consultants and sub-consultants statewide.

	Daily Meals (max.)	Per Meal Allowance	Lodging before tax	Max Lodging Addl 50%*
Standard rate for all Kansas locations except Wichita & KC/OP	\$59.00	Breakfast \$8.8 Lunch \$20.6 Dinner \$29.5	55	\$144.00
Wichita (includes Sedgwick County)	\$64.00	Breakfast \$9.6 Lunch \$22.4 Dinner \$32.0	10	\$154.50
KC/Overland Park (includes Johnson, Wyandotte, & Leavenworth counties)	\$64.00	Breakfast \$9.6 Lunch \$22.4 Dinner \$32.0	10	\$184.50

^{*}Prior approval required

No out-of-state hotel bills will be reimbursed without advanced written approval (for prime and/or sub-consultant). An amount above these daily rates or un-approved out-of-state stays will not be reimbursed.

Per diem will be allowed only with overnight travel. Per diem reimbursement/invoicing must be submitted with hotel receipt. Submit company's policy prior to starting work. A summary must be provided with billings recapping costs per day per individual. Please notify your sub-consultants of these rates.

Mileage will be limited to the IRS rate of \$0.560/mile unless the company has audited vehicle usage rates for their company vehicles. Receipts are required for: Airport parking (limited to \$14/day); Tolls, Rental vehicles (economy class only), and Equipment Rentals. Equipment, vehicles, reproduction/printing, CADD, GPS, etc., charged as direct expense must have an audited rate to be used. Direct equipment expenses without an audited rate and "snacks" for meetings will not be allowed.

Reimbursement rates may change as State and/or Federal policies change.

Thank you.	
Tali Illd	1/05/2022
Calvin E. Reed, P.E., Director	Date

Division of Engineering and Design Kansas Department of Transportation

C: Pam Anderson, Chief, Bureau of Fiscal Services



WAMPO-REGION POPULATION TRENDS, 1900-2020

Population	1900	1910	1920	1930	1940	1950	1960	1970	1980	1990	2000	2010	2020
Wichita	24,671	52,450	72,217	111,110	114,966	168,279	254,698	276,554	279,272	304,011	344,284	382,368	397,532
Derby	-	235	247	294	256	432	6,458	7,947	9,786	14,699	17,807	22,158	25,625
Andover	-	-	_	-	-	-	186	1,880	2,801	4,047	6,698	11,791	14,892
Haysville	-	-	-	-	-	-	5,836	6,483	8,006	8,364	8,502	10,826	11,262
Park City	-	-	-	-	-	-	2,687	2,529	3,778	5,050	5,814	7,297	8,333
Bel Aire	-	-	-	-	-	-	-	-	-	3,695	5,836	6,769	8,262
Valley Center	343	381	486	896	700	854	2,570	2,551	3,300	3,624	4,883	6,822	7,340
Mulvane	667	1,084	1,239	1,042	940	1,387	2,981	3,185	4,254	4,674	5,155	6,111	6,286
Maize	-	-	189	229	198	266	623	785	1,294	1,520	1,868	3,420	5,735
Goddard	225	225	255	255	248	274	533	955	1,427	1,804	2,037	4,344	5,084
Rose Hill	-	-	-	-	-	-	273	387	1,557	2,399	3,432	3,931	4,185
Clearwater	368	569	647	669	591	647	1,073	1,435	1,684	1,875	2,178	2,481	2,653
Kechi	-	-	-	-	-	-	245	229	288	517	1,038	1,909	2,217
Cheney	429	734	636	669	714	777	1,101	1,160	1,404	1,560	1,783	2,094	2,181
Colwich	225	258	262	260	284	339	703	879	935	1,091	1,229	1,327	1,455
Garden Plain	-	296	361	336	323	323	560	678	775	731	797	849	948
Andale	-	237	259	255	289	316	432	500	538	566	766	928	941
Mount Hope	327	519	513	466	442	473	539	665	791	805	830	813	806
Eastborough	-	-	-	-	312	708	1,001	1,141	854	896	826	773	756
Bentley	-	-	-	-	-	-	204	260	311	360	368	530	560
Sedgwick**	85	86	100	114	101	100	150	149	202	197	211	192	194
Viola	-	156	173	159	131	132	203	193	199	185	211	130	115
Sedgwick County*	16,826	16,076	14,890	19,778	22,998	47,252	61,213	43,035	48,259	48,345	47,447	37,214	36,474
Butler County*	1,316	2,184	2,755	4,073	4,281	6,641	9,795	8,210	6,592	5,613	3,399	2,666	2,344
Sumner County*	107	183	256	531	589	927	1,268	1,269	1,147	1,265	1,436	1,233	1,050
WAMPO Region	45,589	75,673	95,485	141,136	148,363	230,127	355,332	363,059	379,454	417,893	468,835	518,976	547,230

^{*}Unincorporated portion inside of 2021 WAMPO boundary

**Portion of city inside of 2021 WAMPO Boundary



 $Last\ Census\ year\ before\ incorporation$

El Paso City

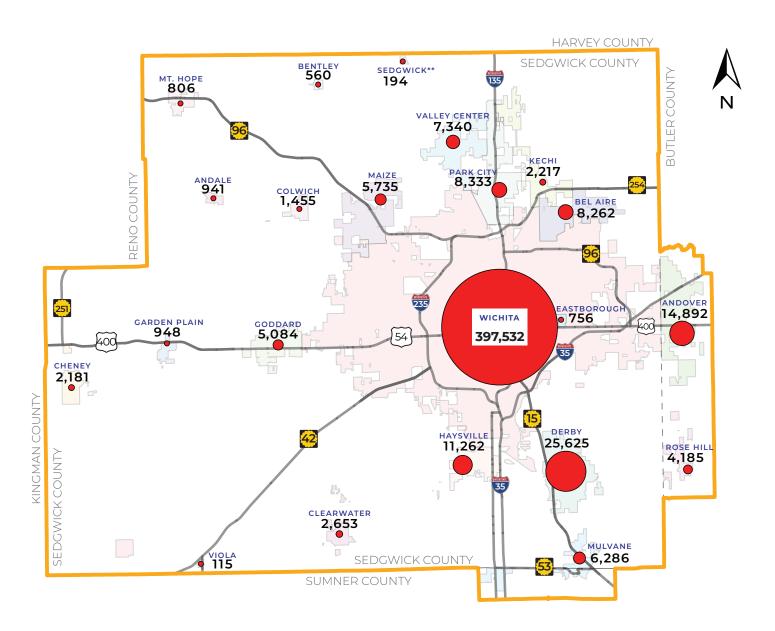
Populations of Entire Counties

Population	1900	1910	1920	1930	1940	1950	1960	1970	1980	1990	2000	2010	2020
Sedgwick County	44,037	73,095	92,234	136,330	143,311	222,290	343,231	350,694	366,531	403,662	452,869	498,365	523,824
Butler County	23,363	23,059	43,842	35,904	32,013	31,001	38,395	38,658	44,782	50,580	59,482	65,880	67,380
Sumner County	20,812	30,271	25,631	30,654	29,213	23,646	25,316	23,553	24,928	25,841	25,946	24,132	22,382

Source: 1900-2020 US Decennial Censuses



WAMPO REGION 2020 POPULATION



WAMPO Region Total Population: 547,230

Unincorporated Population: 39,868

**Portion of population within WAMPO boundary



Ridership

There are several government-provided transit services within the WAMPO region including Wichita Transit, Derby Dash, Haysville Hustle, Sedgwick County Transportation, and Butler County Transit. The table below highlights the annual ridership for each of the three transit providers. Haysville Hustle began operations in November 2020, so ridership information prior to that date is not available. Butler County Transit numbers include ridership for the entire county.

Transit Provider	Annual Ridership							
IT all SIC Provider	2018	2019	2020	2021	2022*			
Wichita Transit	1,181,807	1,373,944	759,330	768,717	624,453			
Derby Dash	11,013	10,394	7,098	9,289	5,328			
Haysville Hustle	-	-	31	2,192	2,308			
Sedgwick County Transportation								
Butler County Transit	18,422	19,307	17,107	18,681	13,699			

^{*}January through August 2022

Point of Contact

Transit Provider	Name	Email	Phone
Wichita Transit	Raven Alexander	ralexander@wichita.gov	316.352.4868
Derby Dash	Sonya Dalton	sonyadalton@derbyweb.com	316.788.7433
Haysville Hustle	Kristen McDaniel	kmcdaniel@haysville-ks.com	316.529.5903
Sedgwick County Transportation	Dorsha Kirksey	dorsha.kirksey@sedgwick.gov	316.660.5158
Butler County Transit	Crystal Noles	cnoles@bucoks.com	316.775.0500



WAMPO Transportation Acronym Glossary

WG ORGAT	D (: :::	-	D. C. W.
Terms	Definition	Terms	Definition
AADT	Annual Average Daily Traffic	MPO	Metropolitan Planning Organization
<u>AASHTO</u>	American Association of State Highway and Transportation Officials	MSA	Metropolitan Statistical Area
ADA	Americans with Disabilities Act	MTP	Metropolitan Transportation Plan (same as LRTP)
ALOP	Annual List of Obligated Projects	NAAQS	National Ambient Air Quality Standards
<u>AMPO</u>	Association of Metropolitan Planning Organizations	NEPA	National Environmental Policy Act
<u>APA</u>	American Planning Association	NHS	National Highway System
ASCE	American Society of Civil Engineers	<u>NHTSA</u>	National Highway Traffic Safety Administration
ATC	Active Transportation Committee	PE	Preliminary Engineering
CMAQ	Congestion Mitigation and Air Quality	PM	Performance Measure
СМР	Congestion Management Process	PPP	Public Participation Plan
CPG	Consolidated Planning Grant	PSC	Project Selection Committee
CRRSAA	Coronavirus Response and Relief Supplemental Appropriations Act	REAP	Regional Economic Area Partnership
CUFC	Critical Urban Freight Corridor	RFP	Request for Proposals
DBE	Disadvantaged Business Enterprise	ROW	Right of Way
<u>DOT</u>	Department of Transportation	RPSP	Regional Pathways System Plan
EIS	Environmental Impact Statement	SCAC	Sedgwick County Association of Cities
EJ	Environmental Justice	SOV	Single Occupancy Vehicle
EPA	Environmental Protection Agency	SRTS	Safe Routes to School
FC	Functional Classification	STBG	Surface Transportation Block Grant (previously Surface Transportation Program - "STP")
FFY	Federal Fiscal Year (October 01 - September 31)	STIP	Statewide Transportation Improvement Program
<u>FHWA</u>	Federal Highway Administration	TA	Transportation Alternatives
<u>FTA</u>	Federal Transit Administration	TAB	Transit Advisory Board
GIS	Geographic Information System	TAC	Technical Advisory Committee
HIP	Highway Infrastructure Program	TAM	Transit Asset Management
HOV	High Occupancy Vehicle	TAZ	Traffic Analysis Zone
HSIP	Highway Safety Improvement Program	TDM	Travel Demand Model
<u>IKE</u>	Kansas Eisenhower Legacy Program (KDOT Program)	TIP	Transportation Improvement Program
<u>ITE</u>	Institute of Transportation Engineers	TMA	Transportation Management Area
ITS	Intelligent Transportation System	TPB	Transportation Policy Body
KDOT	Kansas Department of Transportation	<u>TRB</u>	Transportation Research Board
LEP	Limited English Proficiency	UAB	Urbanized Area Boundary
LOS	Level of Service	UPWP	Unified Planning Work Program
LRTP	Long Range Transportation Plan (same as MTP)	VMT	Vehicle Miles Traveled
MAPC	Wichita-Sedgwick County Metropolitan Area Planning Commission	<u>WAMPO</u>	Wichita Area Metropolitan Planning Organization
MAPD	Wichita-Sedgwick County Metropolitan Area Planning Department	WSCAAB	Wichita-Sedgwick County Access Advisory Board
MPA	Metropolitan Planning Area		

	2022 TPB Represe	entatives and Contact Information		
VOTING MEMBERS & ALTERNATES	REPRESENTATIVE	EMAIL	ALTERNATE	EMAIL
City of Wichita	*Becky Tuttle, TPB Vice Chair	btuttle@wichita.gov		
City of Clearwater	*Burt Ussery, TAC Chair	bussery@clearwaterks.org	Justin Shore	jshore@clearwaterks.org
Butler County	*Dan Woydziak, Ex Officio, Past Chair	dwoydziak@bucoks.com		
Sedgwick County	*David Dennis, TPB Chair	david.dennis@sedgwick.gov		
City of Derby	*Jack Hezlep	jhezlep@gmail.com	Dan Squires	dansquires@derbyweb.com
City of Andover	*Troy Tabor	ttabor@andoverks.com	Jennifer McCausland	jmccausland@andoverks.com
City of Kechi	Ashley Velaquez	avelazquez@kechiks.gov	Kamme Sroufe	ksroufe@kechiks.gov
Kansas Department of Transportation	Brent Terstriep	brent.terstriep@ks.gov	Tom Hein	tom.hein@ks.gov
City of Wichita	Bryan Frye	bfrye@wichita.gov	Brandon Johnson	bjjohnson@wichita.gov
City of Rose Hill	Gary Weaver	gweaver@cityofrosehill.com	Warren Porter	wporter@cityofrosehill.com
City of Goddard	Hunter Larkin	larkin@goddardks.gov	Micah Scoggan	mscoggan@goddardks.gov
City of Bel Aire	Jim Benage	jbenage@belaireks.gov	Anne Stephens	astephens@belaireks.gov
Sedgwick County	Jim Howell	jim.howell@sedgwick.gov	Tom Stolz	thomas.stolz@sedgwick.gov
City of Wichita	Maggie Ballard	MBallard@wichita.gov		
City of Wichita	Michael Hoheisel	MHHoheisel@wichita.gov	Robert Layton	rlayton@wichita.gov
Kansas Department of Transportation	Mike Moriarty	michael.moriarty@ks.gov	Chris Herrick	Chris.Herrick@ks.gov
City of Mulvane	Nancy Faber-Mottola	nmottola@mulvane.us	Joel Pile	jpile@mulvane.us
City of Maize	Pat Stivers	pstivers@cityofmaize.org	Richard LaMunyon	rlamunyon@cityofmaize.org
Sedgwick County	Pete Meitzner	pete.meitzner@sedgwick.gov	Tim Kaufman	tkaufman@sedgwick.gov
City of Valley Center	Ronald Colbert	frdmeagl@aol.com	Brent Clark	bclark@valleycenterks.org
City of Haysville	Russ Kessler	rkessler@haysville-ks.com	William Black	wblack@haysville-ks.com
Sedgwick County	Sarah Lopez	sarah.lopez@sedgwick.gov	Tania Cole	tania.cole@sedgwick.gov
Sedgwick County Association of Cities (SCAC)	Terry Somers	tssomers1@gmail.com		
City of Park City	Tom Jones	tjones@parkcityks.com	Ben Sauceda	bsauceda@parkcityks.com
	Non-Vot	ing Members & Alternatives		
Federal Tranist Association	Eva Steinman	eva.steinman@dot.gov	Daniel Nguyen	daniel.nguyen@dot.gov
Sedgwick County - Public Works	Lynn Packer	Lynn.Packer@Sedgwick.Gov		
(DOT	Matt Messina	Matthew.Messina@ks.gov		
Federal Highway Administration	Rick Backlund	richard.backlund@dot.gov	Cecelie Cochran	cecelie.cochran@dot.gov
City of Wichita	Tia Raamot	traamot@wichita.gov		
WAMPO Representative	Alicia Hunter	alicia.hunter@wampo.org		
NAMPO Representative	Ashley Bryers	Ashley.Bryers@wampo.org		
NAMPO Representative	Cailyn Trevaskiss	cailyn.trevaskiss@wampo.org		
NAMPO Representative	Chad Parasa	chad.parasa@wampo.org		
WAMPO Representative	Dora Gallo	Dora.Gallo@wampo.org		
NAMPO Representative	Eldon Taskinen	eldon.taskinen@wampo.org		
WAMPO Representative	Nicholas Flanders	Nicholas.Flanders@wampo.org		
WAMPO Representative	Marcela Quintanilla	Marcela.Quintanilla@wampo.org		
WAMPO Representative	Emily Thon	emily.thon@wampo.org		

Quorum is 13 based on voting members

*denotes Executive Committee Members

Rev. 10/05/2022

2022 WAMPO Meeting Schedules



Meeting Location: 271 W. 3rd Street, Suite 203, Wichita, KS 67202 (Or Online)

Transportation Policy Body	TechnicalAdvisory Committee
3:00 pm (unless otherwise stated)	10:00 am (unless otherwise stated)
No January Meeting	January 24, 2022
February 8, 2022	February 28, 2022
March 8, 2022	March 28, 2022
April 12, 2022	April 25, 2022
May 10, 2022	May 23, 2022
June 14, 2022	June 27, 2022
July 12, 2022	July 25, 2022
August 9, 2022	No August Meeting
September 13, 2022	September 26, 2022
October 11, 2022	October 24, 2022
November 8, 2022	November 28, 2022
December 13, 2022	No December Meeting