AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT is made and entered into as of the date of execution by the City of Encinitas, a municipal corporation, hereinafter referred to as "CITY", and KTU+A, hereinafter referred to as "CONSULTANT".

RECITALS

The CITY requires outside assistance to provide the services described in Attachment "A" for the following PROJECT:

Active Transportation Plan
WC15B

CONSULTANT represents itself as possessing the necessary skills and qualifications to provide the services required by the CITY;

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CONSULTANT agree as follows:

1.0 TERM OF AGREEMENT

1.1 This AGREEMENT shall be effective on and from the day, month, and year of the execution of this document by the CITY.

1.2 CONSULTANT shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment "A" to this AGREEMENT and shall continue such services until all tasks to be performed are completed, or this AGREEMENT is otherwise terminated. CONSULTANT shall provide the final submittal by September 5, unless an extension of time is mutually agreed to by both parties.

2.0 CONSULTANT OBLIGATIONS (ATTACHMENT "A")

2.1 CONSULTANT shall provide the CITY with the following DESCRIBED SERVICES:

The specific manner in which the services are to be performed is described in Attachment "A" which is attached hereto, and incorporated herein as though fully set forth at length, collectively hereinafter referred to as "DESCRIBED SERVICES".

2.2 CONSULTANT shall perform all work required to accomplish the DESCRIBED SERVICES in conformity with applicable requirements of law: Federal, State, and local.

2.3 CONSULTANT is hired to render the DESCRIBED SERVICES and any payments made to CONSULTANT are compensation fully for such services.

2.4 CONSULTANT shall maintain professional certifications as required in order to properly comply with all CITY, State, and Federal law.

3.0 PAYMENT FOR DESCRIBED SERVICES (ATTACHMENT "B")

Payment to CONSULTANT to render the DESCRIBED SERVICES hereunder shall be as set forth in ATTACHMENT "B" which is attached hereto and incorporated herein as though fully set forth at length.

4.0 SUBCONTRACTING (ATTACHMENT "C")

4.1 If CONSULTANT subcontracts for any of the work to be performed under this AGREEMENT, CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of CONSULTANT'S subcontractors and for the persons either directly or indirectly employed by the subcontractors, as CONSULTANT is for the acts and omissions of persons directly employed by CONSULTANT. Nothing contained in the AGREEMENT shall create any contractual relationship between any subcontractor of CONSULTANT and the CITY. CONSULTANT shall bind every subcontractor to the terms of the AGREEMENT applicable to CONSULTANT'S work unless specifically noted to the contrary in the subcontract in question and approved in writing by the CITY.

4.2 The name and location of the place of business of each subcontractor who will perform work or labor or render service to the CONSULTANT in performing this AGREEMENT are contained in ATTACHMENT "C" which is attached hereto and incorporated herein as though fully set forth at length.

5.0 EQUIVALENT ITEMS (NOT USED)

6.0 EXTRA WORK

CONSULTANT shall not perform work in excess of the DESCRIBED SERVICES without the prior, written approval of the CITY. All requests for extra work shall be by written Change Order submitted to the City prior to the commencement of such work.

7.0 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this AGREEMENT, shall effect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle CONSULTANT to any additional payment whatsoever.

8.0 TERMINATION OF AGREEMENT

8.1 In the event of CONSULTANT'S failure to prosecute, deliver, or perform the DESCRIBED SERVICES, the CITY may terminate this AGREEMENT by notifying CONSULTANT by certified mail of said termination. Thereupon, CONSULTANT shall cease work and within five working days: (1) assemble all documents owned by the CITY and in CONSULTANT'S possession and deliver said documents to the CITY and (2) place all work in progress in a safe and protected condition. The City Manager of the CITY shall make a determination of the percentage of work which CONSULTANT has performed which is usable and of worth to the CITY. Based upon that finding, the City shall determine any final payment due to CONSULTANT.

8.2 This AGREEMENT may be terminated by either party, without cause, upon the giving of thirty (30) days written notice to the other party. Prior to the 30th day following the giving of the notice, the CONSULTANT shall: (1) assemble the completed work product to date, and put same in order for proper filing and closing, and deliver said product to the CITY and (2) place all work in progress in a safe and protected condition. The City Manager of CITY shall make a determination of the percentage of work which CONSULTANT has performed which is usable and of worth to the CITY. Based upon that finding, the CITY shall determine any final payment to CONSULTANT.

9.0 COVENANTS AGAINST CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to terminate this AGREEMENT without liability or, at the CITY'S discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

10.0 OWNERSHIP OF DOCUMENTS

10.1 All computer data, computer drawing files, plans, studies, sketches, drawings, reports, and specifications as herein required are the property of the CITY, whether or not the CITY proceeds with the project for which such documents are prepared.

10.2 If the CITY reuses such documents for any reason other than for the project for which they are prepared, without CONSULTANT'S prior written authorization, which shall not be unreasonably withheld, the CITY waives any claim against CONSULTANT for such unauthorized use and will indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from the CITY'S unauthorized use of such documents.

11.0 STATUS OF CONSULTANT

CONSULTANT shall perform the services provided for herein in a manner of CONSULTANT'S own choice, as an independent contractor and in pursuit of CONSULTANT'S independent calling, and not as an employee of the CITY. CONSULTANT shall be under control of the CITY only as to the result to be accomplished and the personnel assigned to the project.

12.0 HOLD HARMLESS

12.1 CONSULTANT agrees to indemnify and hold the CITY and CITY's officers, officials, employees and agents harmless from, and against any and all liabilities, claims, demands, causes of action, losses, damages and costs, including all costs of defense thereof, to the extent arising out of any negligent acts or omissions of CONSULTANT or CONSULTANT'S agents, employees, subcontractors, officials, officers or representatives. CONSULTANT'S obligation herein includes, but is not limited to, alleged defects in the services delivered by CONSULTANT. Upon demand, CONSULTANT shall, at its own expense, defend CITY and CITY's officers, officials, employees and agents, from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs.

12.2 CONSULTANT'S obligation herein does not extend to liabilities, claims, demands, and causes of action, losses, damages or costs that arise out of the CITY'S intentional wrongful acts, CITY'S violations of law, or the CITY'S active negligence.

13.0 ASSIGNMENT OF CONTRACT

CONSULTANT is without right to and shall not assign this AGREEMENT or any part thereof or any monies due hereunder without the prior written consent of the CITY which shall not be unreasonably withheld.

14.0 INSURANCE

14.1 CONSULTANT shall obtain, and during the term of this AGREEMENT shall maintain insurance policies of general liability, automobile liability, and property damage insurance from an insurance company authorized to be in business in the State of

California. Each such policy shall be in an amount of not less than one million dollars ($1,000,000) for each occurrence, and shall be endorsed with the following language:

A. The CITY and CITY's officers, elected officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of the acts and omissions by or on behalf of CONSULTANT.

B. The insured waives all rights of subrogation against the CITY and CITY's officers, officials, employees, agents and volunteers.

C. Provide that the policy shall remain in full force during the full term of this AGREEMENT and shall not be canceled, voided, terminated, reduced, or allowed to expire without thirty (30) days prior written notice from the issuance company being received by CITY.

14.2 CONSULTANT shall obtain, and during the term of this AGREEMENT shall maintain, a policy of professional liability insurance that shall:

A. Be from an insurance company authorized to be in business in the State of California;

B. Be in an insurable amount of not less than $l,000,000 for each occurrence; and

C. Provide that the policy shall remain in full force during the full term of this AGREEMENT and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the CITY from the insurance company.

14.3 Before CONSULTANT shall employ any person or persons in the performance of the AGREEMENT, CONSULTANT shall procure a policy of Worker's Compensation Insurance as required by the Labor Code of the State of California.

14.4 CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this AGREEMENT. Current certification of insurance shall be kept on file with the CITY at all times during the term of this AGREEMENT.

14.5 CONSULTANT shall obtain, and during the term of this AGREEMENT shall maintain, a policy of professional liability insurance that shall be from an insurance company authorized to be in business in the State California, be in an insurable amount of not less than $1,000,000 for each occurrence, and provide that the policy shall remain in full force during the full term of this AGREEMENT and shall not be

cancelled, terminated, or allowed to expire without thirty (30) days prior written notice to the CITY from the insurance company.

15.0 DISPUTES

15.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedure shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provisions of the AGREEMENT, shall be reduced to writing by the complaining party. A copy of such documented dispute shall be forwarded to the other party involved along with recommended methods of resolution. The party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) days of receipt of the letter.

15.2 If the dispute is not resolved, the aggrieved party shall send to the CITY'S City Manager a letter outlining the dispute for Manager's resolution.

15.3 If the dispute remains unresolved and parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law.

16.0 NOTICES

16.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail.

16.2 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of CITY and the proper person to receive any notice on the CITY'S behalf is:

Edward Deane, PE
Deputy Director
City of Encinitas
505 S. Vulcan Avenue
Encinitas, CA 92024

16.3 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of CONSULTANT and the proper person to receive any notice on the CONSULTANT'S behalf is:

Mike Singleton
Principal
KTU+A
3916 Normal St.
San Diego, CA 92103

17.0 CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONSULTANT certifies that CONSULTANT is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors, and consultants that are included in this AGREEMENT.

18.0 ATTORNEY'S FEES

In the event that one party incurs expenses, including attorney's fees and costs, in enforcing the provisions of this AGREEMENT, such party shall be entitled to recover from the other party reimbursement for those costs including reasonable attorney's fees.

19.0 CONSULTANT'S AWARENESS AND COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990

CONSULTANT certifies that CONSULTANT is aware of the requirements of the Americans with Disabilities Act of 1990 (42 USC §§ 12101) and has complied with and will comply with these requirements, included but not limited to verifying compliance of their contractors, consultants, agents, and employees.

20.0 CONSULTANT'S AWARENESS AND COMPLIANCE WITH THE STATE OF CALIFORNIA FAIR EMPLOYMENT PRACTICES (ATTACHMENT "D")

CONSULTANT certifies that CONSULTANT is aware of the requirements of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.) and will comply with the provisions as set forth in ATTACHMENT "D" which is attached hereto and incorporated herein as though fully set forth at length.

CONSULTANT	CITY
KTU+A	City of Encinitas
By 9/29/15	By 10/26/15
Mike Singleton Date	Karen Brust Date
Principal	City Manager

APPROVED AS TO FORM: 10/26/15

Glenn Sabine, City Attorney Date

ATTACHMENT "A"

PAYMENT FOR SERVICES

CONSULTANT shall perform the work under this AGREEMENT as per the attached.

[DESCRIBED SERVICES ATTACHED]

Task 1. Identify and Integrate Existing Active Transportation Efforts

A minor update to the Bikeway Plan Map that will focus on new route priorities and re-validate existing network classifications

KTU+A's previous work completing the 2005 Bikeway Master Plan and on-going work on SANDAG's Coastal Rail Trail (between G Street and Chesterfield Drive) illustrates the experience the team has with the City. Along with Carlsbad's Bicycle Master Plan, Trails Master Plan, ADA Transition Plan, Oceanside's Bicycle and Pedestrian Plans, San Diego County's Bicycle Master Plan, and the recently completed San Marcos Bicycle and Pedestrian Master Plan, KTU+A has extensive knowledge of the local North County coastal and adjacent cities. These projects all examined bicycle connections, but more importantly, employed a holistic approach to prioritizing projects to maximize grant funding.

KTU+A has recently developed a GIS-based Low Stress Routing (LSR) tool to automatically identify cycling and walking routes. This tool incorporates bicycle boulevards and neighborhood greenways characteristics where non-motorized modes improvements can be identified. These characteristics include speed limits, multi-use path connections, traffic volumes, freeway crossings and number of intersections. The LSR is then run to connect to activity centers such as schools, parks, transit stations and other locations identified by stakeholders, City staff and through public input. This affords a cost-effective and data-driven analysis of existing and future bicycle and pedestrian routes and will employed for this project.

A model KTU+A developed and enhanced over the years is our Bicycle-Pedestrian Priority Model which utilizes inputs that satisfy both Caltrans and SANDAG ATP requirements. This model looks at land use, demographics, social equity, improved safety, encouraging the development of a cohesive network of complete streets, bicycle-pedestrian connectivity to transit and other destinations such as schools, parks, beaches and identifies areas of smart growth placemaking, just to name a few. While many cities and private firms have emulated this model since its inception, KTU+A is constantly building on it with regression techniques or even customizing it to meet a client's needs. Since this model has been vetted through transportation agencies, KTU+A was consulted to work with the Orange County Transportation Authority (OCTA) to develop their model which is now part of the ranking criteria of their Bicycle Corridor Improvement Program (BCIP). This model also provides a data-driven methodology that is easily understandable to the layperson and well-received at public workshops. This model is also being employed for this plan to provide an objective planning tool.

After analysis and bikeway identification, KTU+A will develop a list of ranked bicycle projects to include opportunities and constraints, improvements and cost estimates. This process includes results from the Bicycle-Pedestrian Priority Model and other metrics such as system gaps, collision rates, benefit-cost and safety concerns. Depending on the project and its needs, cost estimates can include improvements such as closing bicycle facility and sidewalk gaps, intersection controls and additional signage.

When the prioritized plans are approved for each facility type, a re-prioritization process can be developed. This process can include:

- Identifying high demand/priority routes and destinations that should be implemented first
- Identifying existing infrastructure projects already approved to incorporate pedestrian facilities
- Prioritizing the remaining routes to be built after high priority routes are completed
- Identifying national, state and local funding sources available to implement bicycle and pedestrian facilities
- Utilizing other grant requirements as ranking criteria

A comprehensive overview of bicycle programs, including keys to success and program examples of innovative, forward-thinking initiatives

Over the past decade, programs have been an integral part of bicycle plans because of the "Six Es" importance for bicycle-friendly cities: Engineering, Enforcement, Education, Encouragement, Evaluation and Equity. Infrastructure is an important start, but not all streets will be bicycle friendly. Education, Encouragement and Enforcement go hand-in-hand to increase bicycle and walking safety, awareness and healthy outcomes. Evaluation looks at infrastructure performance measures and programs that have been put in place to see how successful these projects have been. Equity makes sure that the needs of disadvantaged residents are addressed in the plans.

These "Six Es" form the basis of the programs now required in bicycle plans, but they are not specific to bicycle planning only. Most are an integration of bicycle and pedestrian programs to inform and educate all modes. Examples of successful programs, and very creative, are enforcement programs in Riverside County and the City of Santa Ana. Dressed in costume such as a gingerbread man, Santa Claus and other well-known characters, law enforcement officers cross a street at marked

intersections to warn and ticket drivers who do not yield to pedestrians, particularly children. They also ticket for speeding and other violations when stopped. The premise is that if someone cannot see a seven-foot tall gingerbread man, how will they see a child in the crosswalk?

KTU+A will research examples such as this and provide an overview of successful programs that the City can implement on its own, or with the San Diego Bicycle Coalition.

A review of bike parking standards and requirements

KTU+A will review the City's bicycle parking requirements and adapt it based on other cities' bike parking standards that have successfully invoked change in their policies and increased ridership. KTU+A has recommended bicycle parking requirements for both short-term and long-term in previous master plans that have been customized to meet the needs of each city. Recently, the Association of Pedestrian and Bicycle Professionals developed guidelines that many jurisdictions use as a baseline for bicycle parking. Cities such as San Francisco have even identified separate classes for long-term parking for residents and employees and short-term parking for visitors, increased bicycle parking based on anticipated bike use, and conversion of car parking to bicycle parking.

An anticipated policy could be a requirement for short-term and long-term parking at parks, schools and especially beaches. KTU+A will work with the City to identify its bicycle parking needs and develop new standards and requirements as needed.

A minor update to the Parks and Recreation Master Plan Map to account for completed projects, re-validate existing network, and to focus on potential new routes

An analysis method we recommend is to incorporate the existing and proposed trail network into a GIS-based dataset to run walk/bike times to quantify connectivity within the street network from trail heads. This method is similar to the one used for Let's Move, Encinitas! (LME), providing consistency between the two plans. By using the existing trail network, we can identify and re-validate gaps between destinations, neighborhoods, existing bicycle facilities and other trail segments. Then by incorporating the proposed trails, we can identify additional gaps to new development and other amenities. Additional trails will be then be recommended to close these gaps and provide connectivity to destinations while shortening travel distances for users if on-street routes are out of direction or missing. The new network will also highlight areas

that may need bicycle and pedestrian improvement access to these new trails. These bikesheds and walksheds can also be used for ranking purposes, as well as incorporating similar criteria as the bicycle and pedestrian projects.

Similar to KTU+A's efforts for the Carlsbad Trails Master Plan, we can prioritize trails by neighborhood since street typologies can differ and have address different needs and amenities.

A minor update to the Parks and Recreation Master Plan Implementation section to address phasing and costs

Some phasing techniques may include using population and employment density numbers to identify parks and trails that should be improved, designed or built first to maximize benefit-cost. The KTU+A team will cross-reference this information with park condition and trail amenities to derive priority, cost and maintenance improvements. More importantly is how they connect to existing and proposed bikeways, schools, retail and transit from a complete streets perspective. More connectivity to more amenity types provides the best benefit-cost, and therefore receives higher priority for funding and implementation.

A minor update to the Let's Move, Encinitas! Pedestrian Travel and Safe Routes to School Plan to ensure established pedestrian priorities are integrated with other active modes of transportation

Together with Circulate San Diego, the KTU+A team will assess pedestrian priority projects for their ability to be combined with other City and regional initiatives, including safe routes to schools, parks and transit. This approach will ensure more competitive grant applications moving forward. The team will develop a project prioritization model that incorporates not only the projects identified in the LME plan, but walkshed analyses to nearby parks, schools, and transit stops. We will also assess existing school enrollments, transit boardings and alightings, and route frequency to ensure a comprehensive, multi-modal prioritization effort is completed.

A review of identified pedestrian programs delineated in the Let's Move, Encinitas! Pedestrian Travel and Safe Routes to School Plan, for ultimate incorporation into the ATP

Circulate San Diego will review the list of potential pedestrian programs outlined in the Let's Move, Encinitas Pedestrian Travel and Safe Routes to School Plan and propose

specific programs for each community. In addition, specific, targeted programs for schools in each respective community will be identified. Circulate San Diego will support the funding and implementation chapter of the ATP by identifying not only high-level costs and sources of funding specifically for these programs, but they will also provide guidance on how to leverage infrastructure grant applications to fund supporting non-infrastructure programs. Circulate San Diego recently demonstrated the success of this approach at Oak Crest Middle School, conducting a Bike to School Day and distracted walking video production as part of a nearby sidewalk infill project's non-Infrastructure budget component.

Task 2. Identify Opportunities that have not been Previously Analyzed

By utilizing the previously mentioned tools, models and bikeshed and walkshed analyses, other opportunities usually arise from the analysis performed. Examples include improvements to high bicycle or pedestrian collision rate street segments and intersections, areas of density conductive to Smart Growth, connections with and through disadvantaged communities, opportunities for urban design elements such as parklets, and improved streetscapes. As a firm with active transportation experience and a landscape architecture division, KTU+A will be able to leverage design elements and guidelines to holistically look at streets to meet the needs and demands of all modes and user abilities.

As the project progresses and distinct trends come to light, the KTU+A team will work with the City to identify other opportunities that may be addressed and further analyzed. An example of opportunities is the initial Pedestrian Priority Model developed for San Diego's Pedestrian Master Plan, from which "hot spots" identified in the model eventually became San Diego's City of Villages program.

Experience in many elements of active transportation planning, trail planning and design, traffic calming and transportation planning, and Circulate San Diego's experience with previous planning efforts and public outreach, provides the flexibility and options for addressing additional focus areas.

Design concept for a priority project

Grant funding for bicycle and pedestrian projects is very competitive, especially in today's economy. Although not a required task for this project, KTU+A recommends designing one priority project that would be eligible for immediate grant funding. This priority project would be determined by City staff and TAC members from the recommended project list. This project would be developed as a schematic design with

cost estimates and 3D renderings. The city would then be able to take this project and apply for grants.

Task 3. Ingrate Chapters/Final Report

Recommendations will be developed by the KTU+A team to quantify the benefits in relation to the project cost to calculate the benefit-cost ratio. The benefit-cost ratio or so-called cost-effectiveness of a project will be used to help prioritize bicycle and pedestrian planning projects in support of the best investment of local funds and/or for future requests for ATP and other non-motorized mobility funds.

The Caltrans Planning Division has developed its ATP benefit-cost tool to calculate the ratio of the benefits of the project relative to the total project cost. This tool and the NCHRP Report 552 can be used as part of the overall prioritization, phasing and implementation of various active transportation modes. The Bicycle-Pedestrian Priority Model, collision analysis, cost-benefit, demographics, slope and other factors will be the basis for prioritization of the bicycle and pedestrian projects.

To maximize the funding sources, each project may be separated to take advantage of bicycle, pedestrian or Safe Routes funding sources, but will include all the other mode elements within each project description to incorporate into applications. The City will fare better when applying for a bicycle project that incorporates a pedestrian improvement (ex: curb extensions), proximity to multiple destinations, improves safety and connects to recreation and trails. Many of these elements are included in the prioritization process to get the "most bang for your buck." KTU+A will work with the City through the final prioritization criteria and document development toward the goal of an attractive and user friendly tool, but most importantly, one effective for obtaining grants.

Bike or Walk friendly Application

With the advent of the League of American Bicyclist's Bicycle-Friendly Communities Program (BFC), many cities are beginning to see the benefits of this designation in terms of a shift to active transportation for commuting and in Encinitas' case, tourism. Two of San Diego County beach cities, Coronado and Oceanside have already been designated as BFCs and are using that as a building block for additional improvements and funding. KTU+A has been successful in helping these cities apply and obtain this designation. As another added value, Circulate San Diego, with support from KTU+A, will assist in collecting the data and putting together an application for a BFC or Pedestrian and Bicycle Information Center's Walk Friendly Community designation.

Task 4. Provide guidance for Multimodal Measurement and Monitoring Systems

There are numerous measurement methods in active transportation planning today that can be quite mind-boggling. From Pre- and Post-evaluation, establishing Analysis Zones, and Self-Assessment Metrics, many of the inputs that go into these models are very similar. Conducting pre- and post- bicycle and pedestrian counts at improved projects, quantifying decreases in collisions rates and percent of streets with sidewalks are examples that can be included in a multimodal measurement and monitoring system. Because the collection of data can be time-consuming and expensive, the bikeshed/walksheds proposed in our work plan utilize readily available data, as well as assumptions based on previous research, to provide baseline metrics such as diversity of land uses within a 5/10/15 – minute walk, number of jobs within a certain walking and bicycling distance, and population and employment densities. Using readily available data allows the City to re-run analysis methods as updated information becomes available from SANDAG, US Census, CA Statewide Integrated Traffic Records System, at a low cost and fairly quickly.

Data gathering options such as bicycle-pedestrian counts and conducting bicycle-pedestrian level of service analysis can then supplement the measurements. Other data gathering options, such as detailed employment statistics and sidewalks with urban design elements can also be included if the City decides to do so. KTU+A will work with the City to identify which elements are important, feasible and within the realm of the City's resources. The final product could entail a menu of possible items, measurements, metrics and eventually a report card or project sheet to summarize the results.

Task 5. Public Outreach and Meetings

Kick-off meeting – The KTU+A team will convene a project kickoff meeting with City Staff. Attendees will be invited based on the direction of the City Project Manager, and will review the project scope, schedule, available datasets and plans, key deliverables, and preferred approach to public outreach. Upon completion of the meeting, meetings minutes and project action items will be submitted to the City for review and comment.

Develop and outreach plan - Shortly after the kickoff meeting, CSD will work with the KTU+A team to develop an outreach plan, which will take the feedback gained in the project kickoff meeting and provide a "roadmap" for all parties to consult over the life of the project. The Outreach Plan will list key meeting dates, community outreach events

(both standalone traditional outreach and "open-air" community events (see below), lead agency, roles and responsibilities, as well as any other elements needed to conduct a successful public outreach campaign for the project.

The KTU+A team will present the Draft Plan to the City and Steering Committee for review and comment. Following a two-week review period, a Final Outreach Plan will be presented to the City for filing.

Identify key stakeholders, city staff and form project Technical Advisory Committee (TAC) – The KTU+A team will consult with the City Project Manager on the development of a project Technical Advisory Committee, but we feel it is critical to develop groups with a diverse mix of interests and backgrounds. Invited individuals or organizations may include, but are not limited to the following:

- Cardiff Town Council
- Cardiff 101 Main Street
- Olivenhain Town Council
- Downtown Encinitas Main Street Association
- Leucadia Town Council
- Leucadia 101 Main Street
- Caltrans
- San Diego County HHSA
- Encinitas Bicycle and Pedestrian Committee
- Encinitas Union School District
- Cardiff School District
- San Dieguito Union High School District
- North County Transit District
- City of Encinitas Fire Dept
- Encinitas Sheriff's Station
- SANDAG

The KTU+A team will send out invitations to all TAC members, and will facilitate ongoing scheduling and responsibilities.

TAC Meetings (3) – The KTU+A team will convene three (3) TAC meetings over the life of the project. In is anticipated that these TAC meetings will occur roughly bi-monthly during the main portion of the project. Together with the City Project Manager, KTU+A and CSD will schedule the meetings, provide agendas and materials at least three (3) days in advance, conduct the meetings, and provide meeting minutes. The TAC will be

responsible for reviewing key project deliverables and providing input and guidance on the project outcomes.

Conduct one (1) community event in each neighborhood - The KTU+A team recognizes the value in conducting community outreach in "open-air" settings. This approach allows for a diverse, informal setting in which to receive feedback, and allows the City's ATP planning effort to enjoy some unique, innovative approaches to gathering feedback. Whenever possible, these events can feature examples of "tactical urbanism" projects, designed to showcase, in temporary form, example active transportation projects and principles, including curb extensions, cycle tracks/protected bikeways, tree plantings, high-visibility crosswalks, or placemaking concepts such as street art or play streets.

We will work with the TAC and City staff to identify one (1) freestanding community events in which to participate in each community, for a total of five (5) open-air events.

While the City will be responsible for booking the venue and providing tables and chairs, CSD and KTU+A will provide all of the project materials needed for the participation station, including presentation/comment materials and boards, tablet computers for online survey responses, remote viewing of potential corridors via Google Maps, children's tables, or other elements as identified by the TAC and City staff.

An additional City-wide event can take the form of an active event, such as a community bike ride, corridor or neighborhood walk audit, or other activity. This approach allows for a great deal of flexibility and responsiveness by the project team, and allows participants to share their concerns firsthand. CSD can support the effort with its BestWalk smartphone application designed to rate walkabilty, data from which will help the City of Encinitas to score well in the upcoming Regional Walk Scorecard process.

CSD will develop an online survey for the project, and attendees will have the opportunity to take the survey at the workshop if they haven't previously.

Conduct two (2) open house workshops - The KTU+A team will also convene two (2) Community Open House events Citywide. These will be traditional, two-hour outreach events designed to present the ATP to the general public and receive feedback. At each meeting, KTU+A and CSD will provide a brief project presentation, and breakout stations will be staffed by professional active transportation planners to receive feedback. The City will be responsible for coordinating logistics of the meeting.

The first workshop will focus on helping residents identify active transportation issues

and priorities in their community. Respondents will be grouped by community, and asked to rank their issues based on importance and propose preferred design solutions. At the conclusion of the event, each community will "report back" to the other meeting attendees about their priorities and ideas.

The second workshop will focus on reviewing the proposed ATP priority projects and potential design solutions. Respondents will not be grouped by community in this setting, but will be free to circulate among the exhibits to comment on the proposed ATP network, priority projects, and sample improvement plans. CSD and KTU+A will be on-hand to answer questions and facilitate feedback.

Following each meeting, an outreach summary will be provided.

Throughout the project, especially for outreach events, KTU+A will utilize informative graphics such as large-scale maps, 3D models and infographics. Three-dimensional renderings, with a combination of photos, have been successful to portray complex designs of bicycle and pedestrian amenities. They are particularly useful when rendering an existing street with the new amenities. Many of these graphics have been compiled for other projects and will allow the team to spend time on the specifics of this scope instead of preparing materials for general communication. This includes presentation materials and mapping, as well as tables and charts that explain the issues and solutions related to bicycle and related facilities.

Optional Items

Prepare presentation, pre-meet with staff and attend Planning Commission Meeting
Prepare presentation, pre-meet with staff and attend City Council Meeting

Goals and key issues of this project

Goals of standalone bicycle and pedestrian master plans met the goals and needs of each respective mode choice. With state mandates to decrease greenhouse gas emissions, provide transportation choices for all modes and improve the health and safety of people, active transportation projects need to be comprehensively analyzed to meet the needs of its users. There needs to be the thought of designing our streets from ages eight to eighty, including safe and proper connections to those that need and/or choose public transit, bicycle or walk. There are solutions to all projects, it's just a matter of making sure that recommendations are based on the context of the surrounding environment and the needs of the City's residents. Some of the goals below are staples of an active transportation plan and the KTU+A team will strive to

create the framework to meet these goals, and others that are important to the City of Encinitas. Some of the issues listed below are those the KTU+A team has experienced with while working on the Encinitas Coastal Rail Trail and the 2005 Bicycle Master Plan.

Goals:

- Increase modes other than driving
- Enhancing existing bicycle and pedestrian facilities
- Improving safety at high collision rate intersections
- Provide bicycle and pedestrian facilities to schools, parks, beaches, transit and trails
- Connecting and utilizing trails as a form of transportation
- Obtain grant funding

Issues:

- Coordination with NCTD and future rail line fencing
- Coast Highway improvements
- Future state park entrance modifications
- Future rail undercrossings
- Planning fatigue for residents
- Interstate 5 crossings

ATTACHMENT "B"

FEE SCHEDULE FOR DESCRIBED SERVICES

The CITY shall pay CONSULTANT for the DESCRIBED SERVICES as follows:

The CITY hereby agrees to pay the CONSULTANT, as full compensation for the CONSULTANT'S services upon this project, a basic fee of $75,380 (SEVENTY-FIVE THOUSAND THREE HUNDRED EIGHTY DOLLARS AND ZERO CENTS). Additional fees for extra work, if any, shall be computed and paid as provided in Section 6.0 of this AGREEMENT.

Encinitas ATP		KTU+A						Circulate San Diego			
		Principal/ Landscape Architect	Project Manager/ Senior Assoc.	Mobility Planner/GIS/ Associate	Mobiliy Planner	Outreach Coordinator/ Designer	GIS Analyst	Program Manager	Policy Manager	Programs Staff	
		Mike Singleton	**John Holloway**	**Joe Punsalan**	**Alison Moss**	**Jacob Leon**	**Kristin Bleile**	**Brian Gaze**	**Kathleen Ferrier**	**Terra King**	Cost
		$170	$140	$120	$110	$100	$100	$125	$125	$100	
1	**Identify and Integrate Existing Active Transportation Efforts**										
1.1	Minor Update to the Bikeway Map		1	7		13	24				
1.2	Overview of bicycle programs		2		6						
1.3	Review of bike parking standards and requirements		1		6						
1.4	Minor update to Parks and Recreations Master Plan/Trails Master Plan		6	8			12				
1.5	Minor update to Parks and Recreation Master Plan to address phasing and costs		4		8						
1.6	Minor update to Let's Move, Encinitas! To ensure integration of pedestrian priorities		2					8	4	8	
1.7	Review identified pedestrian programs from Let's Move, Encinitas incorporate into the ATP		2					8	4	8	*Total for Task 1*
	Sub-total Hours:	**0**	**18**	**15**	**20**	**13**	**36**	**16**	**8**	**16**	
	Sub-total Costs:	**$0**	**$2,520**	**$1,800**	**$2,200**	**$1,300**	**$3,600**	**$2,000**	**$1,000**	**$1,600**	**$16,020**
						KTU+A Labor Total	$11,420		CSD Labor Total	$4,600	

2	Identify other Opportunities that Have Not Been Previously Analyzed										
2.1	Opportunity identification		6		8						*Total for Task 2*
2.2	Concept for one priority project		2	2	4	12					
	Sub-total Hours:	**0**	**8**	**2**	**12**	**12**	**0**	**0**	**0**	**0**	
	Sub-total Costs:	**$0**	**$1,120**	**$240**	**$1,320**	**$1,200**	**$0**	**$0**	**$0**	**$0**	**$3,880**
						KTU+A Labor Total	$3,880		CSD Labor Total	$0	

3	Integrate Chapters/Final Report										
3.1	Draft report	2	16	20	32	16	24	8		2	*Total for Task 3*
3.2	Final report	2	8	8	18	8	8	4		1	
3.3	Bicycle or Walk Friendly City Application		2					2		8	
	Sub-total Hours:	**4**	**26**	**28**	**50**	**24**	**32**	**14**	**0**	**11**	
	Sub-total Costs:	**$680**	**$3,640**	**$3,360**	**$5,500**	**$2,400**	**$3,200**	**$1,750**	**$0**	**$1,100**	**$21,630**
						KTU+A Labor Total	$18,780		CSD Labor Total	$2,850	

4	Provide Guidance for Multimodal Measurement and Monitoring System										
4.1	Research, coordination and development of measuring and monitoring system			4	8						*Total for Task 4*
	Sub-total Hours:	**0**	**0**	**4**	**8**	**0**	**0**	**0**	**0**	**0**	
	Sub-total Costs:	**$0**	**$0**	**$480**	**$880**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,360**
						KTU+A Labor Total	$1,360		CSD Labor Total	$0	

5	Public Outreach and Meetings										
5.1	Kick-off meeting	2	2	2				2			
5.2	Develop and outreach plan		2					4		8	
5.3	Identify key stakeholders, city staff and form project Technical Advisory Committee (TAC)							4		4	
5.4	TAC Meetings (3)		6	6				6			
5.5	Conduct Five (5) community events, one (1) in each neighborhood		20		20	24		24		24	
5.6	One (1) Citywide event		6	6	6	6		8		8	
5.7	Conduct Two (2) open house workshops		8		6	6		6		6	*Total for Task 5*
	Sub-total Hours:	**2**	**44**	**14**	**32**	**36**	**0**	**54**	**0**	**50**	
	Sub-total Costs:	**$340**	**$6,160**	**$1,680**	**$3,520**	**$3,600**	**$0**	**$6,750**	**$0**	**$5,000**	**$27,050**
						KTU+A Labor Total	$15,300		CSD Labor Total	$11,750	

6	Optional Items										
6.1	Prepare presentation/pre-meet with staff and attend Planning Commission Meeting	4	6			16					
6.2	Prepare presentation/pre-meet with staff and attend City Council Meeting	4	6			8					*Total for Task 6*
	Sub-total Hours:	**8**	**12**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	
	Sub-total Costs:	**$1,360**	**$1,680**	**$0**	**$0**	**$2,400**	**$0**	**$0**	**$0**	**$0**	**$5,440**
						KTU+A Labor Total	$5,440		CSD Labor Total	$0	

Total Hours:	**14**	**108**	**63**	**122**	**109**	**68**	**84**	**8**	**77**	**653**
Total Costs:	$2,380	$15,120	$7,560	$13,420	$10,900	$6,800	$10,500	$1,000	$7,700	**$75,380**

KTU+A Labor:	**$56,180**
Circulate San Diego Labor:	**$19,200**
Grand Total:	**$75,380**

ATTACHMENT "C"

SUBCONTRACTORS

Firm Name	Contact	Description of Work	Contact Information
Circulate San Diego	Jim Stone and Brian Gaze	Public Outreach and Facilitation	1111 6th Avenue, Suite 402 San Diego, CA 92101 619 544-9255

ATTACHMENT "D"

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this AGREEMENT, CONSULTANT will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, age, ancestry or national origin, physical disability, medical condition, martial status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. CONSULTANT will take affirmative action to ensure that employees are treated during employment without regard to their race, sex sexual orientation color, religion, ancestry, or national origin, physical disability, medical conditions, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. CONSULTANT, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulation are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the CONSULTANT'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. CONSULTANT will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this AGREEMENT.

5. Remedies for Willful Violation:

   (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which CONSULTANT was a party, or upon receipt of a written notice from the Fair Employment and housing Commission that is has investigated and determined that CONSULTANT has violated the Fair Employment Practices Act and has issued an order under Labor Code

section 1426 which has become final or has obtained an injunction under Labor Code section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by CONSULTANT and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to CONSULTANT, the difference between the price named in the AGREEMENT and the actual cost thereof to STATE to cure CONSULTANT'S breach of this AGREEMENT.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificate Department
Cavignac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	PHONE (A/C, No, Ext): 619-234-6848 FAX (A/C, No): 619-234-8601 E-MAIL ADDRESS: certificates@cavignac.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
KTU & A 3916 Normal Street San Diego, CA 92103 United States	INSURER A: TRAVELERS PROP CAS CO OF AMER	25674
	INSURER B: TRAVELERS IND CO OF CT	25682
	INSURER C: HARTFORD ACCIDENT & IND CO	22357
	INSURER D: BERKLEY INS CO	32603
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 334651 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	GENERAL LIABILITY			6801C93201A	9/1/2015	9/1/2016	EACH OCCURRENCE	$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$	10,000
	X Contractual Liability						PERSONAL & ADV INJURY	$	1,000,000
	X Separation of Insureds						GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	2,000,000
	POLICY X PRO-JECT LOC						Deductible	$	0
A	AUTOMOBILE LIABILITY			BA1C934192	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	X No Company Owned Autos							$	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DED / RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			72WEGCG6436	9/1/2015	9/1/2016	X WC STATU-TORY LIMITS / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Professional Liability			AEC900609200	9/1/2015	9/1/2016	Ea Claim & Aggreg		$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: ATP Grant. Prof. Liab. - Claims made, defense costs included within limit.

CERTIFICATE HOLDER

City of Encinitas
505 S. Vulcan Ave.
Encinitas, CA 92024
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dorothy Amundson

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