CITY OF ARROYO GRANDE

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Arroyo Grande, a California municipal corporation, organized under the laws of the State of California, ("City") and KTU&A, ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain transportation planning services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional city-wide transportation plan consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such transportation planning services for the Active Transportation Plan project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 <u>General Scope of Services</u>. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 <u>Term</u>. This Agreement shall commence on June 13, 2023 and shall remain and continue until February 28, 2025 unless sooner terminated pursuant to the provisions of this Agreement. This agreement may be extended after the initial Term upon written agreement by City and Consultant, as necessary to complete the project. All terms and conditions of this Agreement shall apply to any additional term.

3.2 Responsibilities of Consultant.

3.2.1 <u>Independent Contractor; Control and Payment of Subordinates</u>. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee.

Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 <u>Schedule of Services</u>. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 <u>Substitution of Key Personnel</u>. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Joe Punsalan.

3.2.5 <u>City's Representative</u>. The City hereby designates Brian Pedrotti, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 <u>Consultant's Representative</u>. Consultant hereby designates Joe Punsalan, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's

Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 <u>Employment Eligibility; Consultant</u>. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to,

the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security, by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its subsections.

3.2.10.2 <u>Employment Eligibility; Subcontractors, Consultants, Sub-</u> <u>subcontractors and Subconsultants</u>. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in this Agreement.

3.2.10.3 <u>Employment Eligibility; Failure to Comply</u>. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in this Agreement; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under this Agreement); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 <u>Equal Opportunity Employment</u>. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.5 <u>Safety</u>. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety

devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance.

3.2.11.1 <u>Time for Compliance</u>. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 <u>Types of Insurance Required</u>. Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "D" attached hereto and incorporated herein as though set forth in full.

3.2.11.3 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.4 <u>Acceptability of Insurers</u>. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.5 <u>Enforcement of Agreement Provisions (non estoppel)</u>. Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.6 <u>Requirements Not Limiting</u>. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.7 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.8 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.11.9 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed inthis Agreement is a violation of federal and state law. Notwithstanding any

other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described anywhere in this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed two hundred and fifty thousand dollars (\$250,000) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 <u>Payment of Compensation</u>. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

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

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

3.3.5 <u>Rate Increases</u>. In the event that this Agreement is renewed, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

3.5 Accounting Records.

3.5.1 <u>Maintenance and Inspection</u>. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data,

documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 <u>Termination of Agreement</u>.

3.6.1.1 <u>Grounds for Termination</u>. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City. Consultant may not terminate this Agreement except for cause.

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

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

3.6.1.4 <u>Termination on Occurrence of Stated Events</u>. This Agreement shall terminate automatically on the occurrence of any of the following events:

- (A) Bankruptcy or insolvency of any party;
- (B) Sale of Consultant's business;
- (C) Assignment of this Agreement by Consultant without the

consent of City; or

(D) End of Agreement term.

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

Consultant:	KTU&A ATTN: Joe Punsalan 3916 Normal Street San Diego, CA 92103
City:	City of Arroyo Grande Brian Pedrotti, Community Development Director 300 E. Branch Street Arroyo Grande, CA 93420 bpedrotti@arroyogrande.org

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

3.6.3 <u>Ownership of Materials and Confidentiality</u>.

Documents & Data; Licensing of Intellectual Property. This 3.6.3.1 Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement. Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

3.6.3.5 <u>Confidentiality</u>. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

3.6.5 [Reserved]

3.6.6 Indemnification.

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

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6.3 Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Agreement, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.7 <u>Entire Agreement</u>. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.8 <u>Governing Law; Government Code Claim Compliance</u>. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Luis Obispo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 <u>et seq</u>. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.9 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.

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

3.6.11 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 <u>Assignment or Transfer</u>. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

3.6.17 <u>Invalidity; Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

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

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

3.6.21 <u>Undue Influence</u>. Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

3.7 Subcontracting.

3.7.1 <u>Prior Approval Required</u>. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ARROYO GRANDE AND KTU&A

CITY OF ARROYO GRANDE

Caren Ray Russom

Mayor

KTU&A

By:

By:

Joe Punsalan Principal, KTU&A

Attest:

Jessica Matson City Clerk

Approved as to Form:

Isaac Rosen Best Best & Krieger LLP City Attorney EXHIBIT "A" SCOPE OF SERVICES



PROFESSIONAL CONSULTANT SERVICES FOR THE DEVELOPMENT OF A CITY-WIDE ACTIVE TRANSPORTATION PLAN

CITY OF ARROYO GRANDE CDD PROJECT NUMBER 22-009 | PROPOSAL | JANUARY 19, 2023



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ktua

January 19, 2023

Robin Dickerson, P.E., City Engineer City of Arroyo Grande Community Development Department 300 East Branch Street Arroyo Grande, CA 93420

Dear Ms. Dickerson and Members of the Selection Committee,

KTUA is pleased to respond to the Request for Proposal issued by the City of Arroyo Grande to prepare a City-Wide Active Transportation Plan. Our team brings extensive experience in assisting local and regional agencies and municipalities in the development of effective, implementable, and sustainable complete street planning. Our proposal details this experience, discusses our approach, and added value tasks to successfully develop the plan envisioned by the City of Arroyo Grande.

Developing an Active Transportation Plan takes equal parts community engagement and effective project development. Integrate innovative treatments that improve safety and encourage active modes into a conceptual design, and you'll have yourself an effective and implementable plan. This is the approach the KTUA team aims to take for this exciting project.

When considering the ongoing evolution of mobility, we must also incorporate the diverse voices and perspectives of the residents that will experience the benefits, and potential challenges, of the changing mobility landscape. Beyond the creative and technical aspects of this project, we must also think about the practical elements of how the work will be performed and successfully completed. The impact of COVID-19 has required new methods for how we engage each other. KTUA has a well-established infrastructure in place that facilitates virtual meetings, coordination, and collaboration, with the flexibility of in-person workshops and/or pop-up events in cities with similar demographics and challenges like Arroyo Grande. It will be key to ensure all voices are heard through collaborative tools and processes. We're currently working on a complete street project in Atascadero and have completed several active transportation and trail plans in Paso Robles, Goleta, Isla Vista, San Luis Obispo, and Santa Barbara counties.

Our team of experts will ensure you receive the highest value for the project budget and that all stated objectives in the RFP are met and exceeded. We understand that there are basic needs an ATP needs to accomplish, but also understand the intricacies of having the necessary materials in your ATP to pursue grants. With our extensive experience completing ATPs, complete street, safe routes to school and first and last mile plans, we understand that an ATP needs to have the structure that will help the City get projects built. With our tools and methods to streamline active transportation plans, we find ways to add value to our projects for our clients. Below are a few of our value-added tasks we've included in our proposal. More information on these added value tasks can be found in our project understanding section and throughout our project approach.

- Three (3) conceptual designs Design level concepts to assist with grants and CIP integration.
- Bicycle and pedestrian propensity model GIS-based model to assist with project identification and needs throughout the City.
- ADA hot spot analysis Use of data driven models to identify areas for ADA priorities.
- Project Prioritization Data driven model to prioritize projects, along with public input.
- Use of Replica (Big data) Existing conditions analysis and support project recommendations.
- Safe Routes to School Projects Develop safe routes to school maps and analysis for grants.
- Green Street Toolbox Integrate urban greening into active transportation planning and design.

We've strengthened our team by collaborating with Central Coast Transportation Consulting (CCTC) to assist with engineering, existing conditions, support recommendation development, conceptual designs, and develop preliminary cost estimates. We've worked together in the City of Atascadero where we analyzed existing conditions and designed the Downtown El Camino Real Corridor into a dramatic and functional streetscape that helps foster economic development, provide active transportation facilities, and creates a sense of place for their residents, tourists, and local businesses. CCTC was critical in the street intersection and segment analysis to refine the final design, and we're happy to say that we're working together again on the next phase of the project to bring it closer to fruition. More recently, we've completed the June Lake Loop ATP assessing the feasibility of a multi-use trail along State Route 158. The team also facilitated walk audits and online and in-person community engagement. Michelle Matson of CCTC will lead the engineering efforts for this project and was also the former Traffic Engineer and Bicycle Coordinator for the County of San Luis Obispo and brings expertise in project design and implementation.

Our team is well versed in all aspects of this project's scope of work, particularly the community engagement tasks. KTUA has organized and facilitated many workshops and multi-day charrettes which have included stakeholder meetings, demonstration projects, walking and biking tours, pop-ups at special events and interactive workshop exercises. Balancing data-driven approaches and community engagement is critical for project success and support, and our approach will reflect how we have been a leader in active transportation planning and design throughout Central and Southern California. KTUA will be able to provide additional support for the project from our Santa Maria-based staff.

We look forward to the opportunity to help build upon Arroyo Grande's active transportation environment for better safety, accessibility, and connectivity. We welcome the opportunity to meet and discuss your important project.

KTU&A confirms it has the ability to provide the required insurance as described in this RFP. KTU&A certifies it has no conflict of interest, to fulfill the Non-Lobbying requirement; and it has no Debarment and Suspensions.

Respectfully submitted,

Joe Punsalan

KTUA AUTHORIZED REPRESENTATIVE Joe Punsalan, Principal 3916 Normal Street, San Diego, CA 92103 Office: 619-294-4477 x127; Fax: 619-294-9965 Email: joe@ktua.com; Cell: 619-851-1870

2 | DESCRIPTION OF FIRM

Community health concerns, air quality issues, climate change and ever-increasing energy costs are among the many factors driving the desire for more sustainable growth. An important component of this vision is planning that embraces complete streets. Whether achieved through the implementation of smart growth principles, traffic calming, universal access, or more consistent integration of pedestrian and bicycle facilities within our rights-of-way, the technical challenges must be met by making our streets and communities complete and accessible to all users.

KTUA brings together land use planners, transportation planners, sustainability experts, landscape architects, GIS analysts, outreach facilitators, and graphic designers to focus on creating livable communities with mobility choices. KTUA has expanded the boundaries of a traditional planning and landscape architecture office by incorporating active transportation, land use and transportation planning, and resource planning practices into our portfolio. This diversity provides KTUA the ability to shape the big picture while addressing the fine-grain details that contribute to sustainable natural and built environments.

ACTIVE TRANSPORTATION/SAFE ROUTES EXPERIENCE:

KTUA provides planning and design services for projects requiring the integration of urban design and transportation, including pedestrian, bicycle, trail, and transit facilities. Project types include active transportation plans, corridor master plans, alignment alternatives, design feasibility, safety evaluation, land use scenarios, urban design guidelines, sustainability best practices, active transportation strategies, transportation demand management strategies, SRTS, and ADA accessibility.

KTUA OFFERS:

- *Customized Solutions* Experience in researching and recommending innovative facility treatments and programs for specific issues.
- Advanced Technology GIS computer applications for producing alignment analysis, pedestrian and bicycle suitability modeling, maps, route selection, graphic production, estimating, and 3-D visualizations.
- Integrated Plans Expertise in pedestrian, bikeway and trail planning and a commitment to the integration of recreation, land use planning, community design, urban design, and non-motorized alternatives.
- *Safety* Pedestrian and bicycle safety factors, collision scenarios, and countermeasures.
- *Design Sensitivity* Professional experience with the integration of urban design elements within environmentally and visually sensitive areas.
- *Qualified Plans* All plans prepared by KTUA comply with State, Federal Highway Administration, AASHTO, MUTCD standards, and NACTO guidelines.

OUR PASSION FOR HEALTHY PLACEMAKING IS EVIDENT IN OUR ACTIONS:

- KTUA staff members are involved in their communities, from community planning groups and advisory boards to philanthropic groups and student mentoring programs, with the goal of effecting positive change in our neighborhoods.
- KTUA's office is located in a very walkable and bikeable neighborhood, with a goal of more bikes on the bike racks than cars in the parking lot. KTUA is a Gold Level Bicycle Friendly Business as designated by the League of American Bicyclists.
- KTUA's efforts to promote planning and design projects that focus on complete communities have been recognized by our professional organizations such as ASLA, APA, ULI, Circulate San Diego, APWA, and SAME.

ktua

YEAR FOUNDED 1970

ORGANIZATIONAL STRUCTURE

California Corporation

OFFICE LOCATIONS

- San Diego (Main Office) 3916 Normal Street San Diego, CA 9210 Phone: 619-294-4477
- Central Coast (Satellite Office) 540 E. Betteravia Road, #D 122 Santa Maria, CA 93454 Phone: 760-220-6811

EMPLOYEES -30

- 12 Landscape Architects
- 8 Planners
- 2 Transportation Planners
- 2 Landscape Designers
- 2 Irrigation Designers
- 1 GIS Analyst1 Transportation Engineer
- 2 Accounting

CERTIFICATIONS

 Small Business Enterprise (Metro and California Dept. of General Services), CA SBE 30007 exp. 08/31/24

SERVICES

Planning

- Land Use | Transportation Planning
- Active Transportation Planning
- Resource Planning
- Federal Planning

Landscape Architecture

- Civic and Public Works
- Parks and Recreation
- Healthcare
- Education
- Housing
- Hospitality
- Office and Commercial

Support Services

- Public Outreach
- GIS
- 3D Modeling and Simulations
- Sustainable Design
- Water ManagementGrant Writing

3 | QUALIFICATIONS | City of Paso Robles Bicycle & Pedestrian Master Plan



Community engagement process and bi-lingual outreach materials.

Project Objective/Description: KTUA prepared a Bicycle and Pedestrian Master Plan (BPMP) for the City of Paso Robles to update and build upon the efforts of the 2009 Bicycle Facilities Master Plan. The BPMP was adopted by City Council on December 18, 2018. Bicycling for recreational purposes is growing in the Paso Robles area through local riders, as well as bicycling tourists attracted to the area for its wineries. Bicycling for transportation purposes by employees, commuters and students remains relatively low, primarily due to the lack of bicycle infrastructure connectivity and social awareness. The city wanted to develop more bicycle infrastructure to support greater use of bicycles for transportation purposes, especially for school-age students. The City of Paso Robles was designated by the League of American Bicyclists as a "Bicycle Friendly City" (Bronze Level) in 2013. Implementation of projects recommended in this plan will help the city pursue a higher status.

KTUA prepared web-ready graphics and project branding, and led well-rounded and inclusive community workshops, online engagement, stakeholder meetings and plan development. As part of the planning effort, the bicycle circulation plan map and bike improvement needs list were re-evaluated, and pedestrian projects were developed. All projects were prioritized for grant applications and coordination with existing infrastructure improvements. Bicycle and pedestrian propensity models, safe routes to schools and parks, and tourism based improvements were also included in the analysis.

Project Outcome: This plan strengthens bike and pedestrian connections established along the Salinas River corridor and Huer Huero Creek by emphasizing the importance of these connections and more clearly articulates future alignments, particularly along Huer Huero Creek.

CONTRACTING AGENCY

- City of Paso RoblesWarren Frace,
- Community Development Director
- 805-237-3970
- wfrace@PRCity.com

SERVICES

- Active Transportation Planning
- Community Engagement

CONTRACT AMOUNT

\$50,000

FUNDING SOURCE(S)

City of Paso Robles Funds

CONTRACT START/COMPLETION

Start 2017/Completed 2018

KTUA KEY PERSONNEL

- Joe Punsalan, Project Manager joe@ktua.com
- Jacob Leon

AWARDS

 2019 APA Central Coast Merit Award, Transportation Planning

DOCUMENT LINK: https://tinyurl.com/y4epzq3v

3 | QUALIFICATIONS | City of Atascadero El Camino Real Downtown Traffic Calming and Corridor Plan



Project Objective/Description: The City and businesses along El Camino Real expressed a desire to transform their downtown into a destination with new mixed use and commercial projects already in development. El Camino Real was seen as a barrier to these goals with four-travel lanes and lack of traffic calming. In addition, El Camino Real is a major street that connects the middle and high schools and experiences substantial student activity before and after school. Safety for these students was the number one priority for this project. The El Camino Real Downtown Traffic Calming and Corridor Plan is a visioning and design plan that outlines preferred recommendations for future corridor improvements incorporating complete streets and road diet concepts. KTUA created public participation materials for workshops, stakeholder meetings, and City Council presentations, and developed concepts for future transportation needs and placemaking. As part of this project, concepts that incorporated roadway cross-sections and the reuse of available right-of-way due to road diets were analyzed for operational improvements, travel delays, pedestrian signal timing, and accessibility improvement recommendations. As a result of the redesign, flexible use parking spaces were added to support the needs of the local businesses. These parking spaces can be open for everyday use and closed off for events, providing the City flexibility of the space.

Project Outcome: KTUA worked closely with the City and traffic engineers to develop concepts to help the City reuse space for events such as the weekly farmers market and larger citywide events. The concept of a ramblas with median parking was selected by City Council to take into further design development since it provided all the needs for traffic calming, additional parking, pedestrian and bicycle safety, placemaking, shade trees, and flex space for events. Analysis showed that while travel time through the corridor may increase by 10-seconds, it is more important that pedestrians and bicyclists have priority in the corridor over motor-vehicles. Project deliverables included final concept and report, traffic engineering analysis, tree pallet, and urban greening toolbox.

KTUA is currently working on Phase II, developing the conceptual design and Construction Documents. CITY OF ATASCADERO El Camino Real – Downtown TRAFFIC CALMING AND CORRIDOR PLAN

- CONTRACTING AGENCY
- City of Atascadero
- Ryan Hayes, PE
- 805-470-3424
- rhayes@atascadero.org

SERVICES

- Community Engagement
- Accessibility Improvement
- Traffic Calming
- Urban Greening
- Complete Streets Planning

CONTRACT AMOUNT

• \$78,370

FUNDING SOURCE(S)

City of Atascadero Funds

CONTRACT START/COMPLETION

 Start 2/2/18; Completion Phase I 2020; Phase II Ongoing

KTUA KEY PERSONNEL

- Joe Punsalan, Team Leader joe@ktua.com
- Jacob Leon

3 | QUALIFICATIONS | June Lake Loop Active Transportation Plan



Project Objective/Description: This Plan for the Mono County Local Transportation Commission resulted in the development of a combination of multi-use paths and bike lanes along State Route 158. Priority areas were identified for pedestrian and bicycle improvements to major destinations along the June Lake Loop. Pedestrian and bicycle improvements, non-infrastructure programs, established priority corridor segment details and cost estimates for future implementation projects were included as part of the plan. Special emphasis was placed on connections to businesses and between June Lake Beach and Silver Lake, with June Lake Village, the highest priority.

A multi-day charrette that included walk audits, stakeholder meetings, a community workshop and two pop-up workshops were well attended and allowed residents and visitors a chance to provide input. Online surveys were also available to provide additional input. Community engagement focused on efforts to engage residents who can't afford a car or are not able to drive, i.e. children, seniors and low-income residents.

Project Outcome: The plan assessed the feasibility of a multi-use trail where possible to provide a separated facility for bicycle and pedestrian use. Enhanced pedestrian crossings were recommended at specific locations where safety was a concern. The project addressed the issues mentioned through public input that was supported by residents, Mono County staff and Caltrans.

CONTRACTING AGENCY

- Local Government Commission
- Lare Bloodworth
- 916-448-1198 ext. 302
- Ibloodworth@lgc.org

SERVICES

- Active Transportation Planning
- Community Engagement
- GIS

CONTRACT AMOUNT

• \$102,990

FUNDING SOURCE(S)

Caltrans Sustainable Transportation
 Planning Grant

CONTRACT START/COMPLETION

Start 2/22; Ongoing 2023

KTUA KEY PERSONNEL

- Joe Punsalan, Principal
- Jacob Leon, Project Manager,
- jacob@ktua.com • Alex Samarin



Project Objective/Description: KTUA partnered with the nonprofit Local Government Commission (LGC) to engage the residents and businesses of the City of Artesia in analyzing the challenges to walking and bicycling and to prepare recommendations to make sure that City streets work for all users.

Project Outcome: KTUA prepared an active transportation plan that prioritizes citywide pedestrian and bicycle improvements which complements visioning efforts for the commercial and historic districts, as well as previous improvements to the South Street Corridor and Pioneer Boulevard/Downtown Specific Plan. Non-motorized transportation needs was assessed, current inventory evaluated, and active transportation recommendations were identified and prioritized. The main focus was on providing improved transportation choices in disadvantaged neighborhoods and near local schools within the City.

CONTRACTING AGENCY

- CivicWell
 - Grace Person
 - 916-4481198 x335
 - gperson@civicwell.org

SERVICES

- Active Transportation Planning
- Community Outreach

CONTRACT AMOUNT

\$140,760

FUNDING SOURCE(S)

 Caltrans Sustainable Transportation Planning Sustainable Communities Grant

CONTRACT START/COMPLETION

Start 8/2020; Completed 2021

KTUA KEY PERSONNEL

- Joe Punsalan, Principal
- Jacob Leon, Project Manager, jacob@ktua.com

The plan was developed through a robust public engagement process that included a series of workshops, outreach "pop-up" events, and a multi-day charrette process to identify needs, challenges and opportunities for walking, bicycling, transit, and strategies to activate downtown and preserve and enhance community character. The public engagement process provides multiple opportunities for residents to participate. KTUA translated the community's input into design concepts, conducted a feasibility assessment, and prepared a prioritized plan with cost estimates.

The plan's goals are to provide strategies to meet state and regional SCS/RTP goals of reducing vehicle miles traveled and GHG emissions, maximizing mobility and accessibility, preserving and ensuring a sustainable regional transportation system, and protecting the environment and health.



The Downtown Complete Streets

study area focused on the connections between the Regional Transportation Center (SARTC) and Downtown. The area included a wide range of land uses and transportation modes. The plan provides recommendations for physical changes to streets, sidewalks and intersections that supports safe, active transportation along and across the study area.

A multi-lingual public outreach component included surveys, community advisory meetings, and a neighborhood workshop - a consecutive three-day workshop with walking and biking tours to gather input and intimately experience the Downtown area. Through the community engagement process, preliminary designs for five priority projects were developed, including concepts, 3D illustrations and costs estimates.

KTUA continued the planning effort for **Central Santa Ana Complete Streets** and created StoryMaps to keep residents informed and to address technical topics. The city identified five existing corridors for the study with the goal of adding connections between them and adding new corridors for a complete network.

Grassroots organizations were an integral component of the community engagement program from Central Santa Ana. Activities included tactical urbanism with a demonstration cycle track and parklet, walking and biking tours, and a bus-walk tour combination, allowing participants to experience the City streets and transit firsthand and to provide insight on improvements that improve safety and enhance their quality of life.

The eleven recommended corridors were selected based on public input, as well as in-depth analysis of land use and activity centers; existing and proposed bike and pedestrian facilities; street classifications; average daily trips; transit routes; and bike and pedestrian collisions.

The recommended projects from the two Complete Streets plans served as the basis for grant funding applications. As a result, the city has obtained more than \$20M in grants to prepare engineering and implementation plans.

The goal of the **Santa Ana Active Transportation Plan** was to create a walkable, bikeable, livable and vibrant city. The city has a good framework to support active transportation, including a strong grid network; a mixture of land use; an extensive sidewalk network and urban forest that increases comfort and establishes a sense of place; a community and business supported arts program; a demographic that would benefit from a connected multi-modal network; high

CONTRACTING AGENCY

- City of Santa Ana
- Zed Kekula, Senior Civil Engineer
- 714-647-5606
 - ZKekula@santa-ana.org

SERVICES

- Active Transportation Planning
- 3D Modeling
- Community Engagement

CONTRACT AMOUNT

• \$447,389 (Multiple Projects)

FUNDING SOURCE(S)

 Caltrans Sustainable Transportation Grant Program & SCAG Sustainable Communities Program

CONTRACT START/COMPLETION

2015-2019 (Multiple Projects)

KTUA KEY PERSONNEL

- Joe Punsalan, Project Manager joe@ktua.com
- Jacob Leon

transit use; and close proximity to the Santa Ana River. The city faced challenges to the implementation of a complete multi-modal network, including: high speed/high volume/ wide arterials with narrow sidewalks and few pedestrian crossings; transit stops that lack shade and amenities; inadequate bicycle facilities; and generational changes between established business owners and a new era of retailers. The objectives of the plan were to: improve multi-modal safety and accessibility for all users; foster livable and healthy communities and promote social equity; provide balance for a complete multi-modal system; and create grant ready project fact sheets to enable the city to obtain design and implementation funding.

AWARDS: 2019 APA OC Transportation Planning Merit Award, 2019 SCAG Sustainability Award, Active, Healthy and Safe Communities, Central Santa Ana Complete Streets | 2016 APA Orange County Transportation and Best Practices Awards, and 2015 ULI Orange County Sustainability Award, Downtown Santa Ana Complete Streets Plan

3 | QUALIFICATIONS | County of Santa Barbara Santa Maria River Levee Trail Feasibility Study



WE NEED YOUR INPUT! Santa Maria River LEVEE TRAIL STUDY

Project Objective/Description: The Santa Maria River Levee Trail Study is a comprehensive feasibility study that explores the constraints or obstacles to developing the envisioned bike and pedestrian trail. In collaboration with the County of Santa Barbara, KTUA led the community/public outreach and visualization for a proposed six-mile trail along the Santa Maria River Levee. The trail is intended to connect the communities of Santa Maria and Guadalupe and is part of a larger trail segment that further connects to the beach. KTUA worked closely with the adjacent agricultural landowners, operators and growers, and various stakeholders including SLOCOG, SCAG, the County of SLO, and several others. KTUA also worked closely with the communities and hosted various workshops, pop-up events, and other interactive outreach methods through the school districts and other community organizations.

Project Outcome: To help assist in understanding the project, KTUA developed a series of static renderings along with an animation of the key trail features.

CONTRACTING AGENCY

- County of Santa Barbara
- Mark Friedlander
- 805-568-3576
- mkfriedlander@cosbpw.net

SERVICES

- 3D Graphics and Animations
- Community Engagement

CONTRACT AMOUNT \$38,000

\$38,000

FUNDING SOURCE(S)

CA Coastal Conservancy

CONTRACT START/COMPLETION

Start: 2/2021; Completed 2022

KTUA KEY PERSONNEL

- Joe Punsalan, Principal
- Matt Wilkins, Project Manager mattw@ktua.com
- Jacob Leon

STORY MAP: https://bit.ly/3zbEg93

3 | QUALIFICATIONS | City of Goleta Bicycle and Pedestrian Master Plan





Project Objective/Description: This was a unique bicycle and pedestrian planning effort because the City of Goleta already had an extensive bicycle network and sidewalks on most streets, but wanted to define potential locations for improvements. Project tasks were there-

fore designed to determine where there were network gaps and other potential existing facility needs. Because most improvements would be at specific locations, knowledgeable citizen input helped determine which locations to address. Having the community help pinpoint issues and gaps was crucial, making robust community outreach very important to the project success.

Project Outcome: To ensure community participation, KTUA worked with the City to develop resources including regular email press releases through the City's Monarch Press online newsletter, online and paper surveys, an online comment map and "pop-up" workshops instead of conventional public meetings. "Pop-up" workshops were conducted as part of the annual Goleta Lemon Festival and at a farmers' market. This format allowed the team to introduce the project to the public in a casual setting and quickly get input from many people. In addition, the team distributed postcards directing people to the online survey and comment map, and urged them to watch the Monarch Press for upcoming project announcements. The team's diverse outreach toolkit was instrumental in addressing the City's concern with thorough community outreach. The City of Goleta's regular updating and close cooperation with the team's outreach efforts resulted in an unprecedented response. Over 1,600 people completed the online survey and contributed to the online comment map.

Using the GIS-based comment map's geo-referenced citizen input, KTUA developed a "heat map" highlighting the locations that received the most comments. The top 30 locations were further analyzed and compiled into a list of locations with specific recommended improvements. With such a robust response rate, the City can use the comment analysis and resulting recommended project list to prioritize improvements for future grant applications.

CONTRACTING AGENCY

- City of Goleta
 Jamos Winslow (now with J
- James Winslow (now with Itak in Portland, OR)
- 503-415-2351
- James.Winslow@otak.com

SERVICES

- Active Transportation Planning
- Community Engagement

CONTRACT AMOUNT \$149.951

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FUNDING SOURCE(S)

 Strategic Growth Council Sustainable Communities Planning Caltrans Grant

CONTRACT START/COMPLETION

• Start 6/2016; Completion 10/2018

KTUA KEY PERSONNEL

 Jacob Leon, Project Manager jacob@ktua.com

AWARDS

- 2019 APA Central Coast Award of Excellence, Transportation Planning
- 2018 APWA-California Central Coast Project of the Year - Special Studies Under \$2M Category

DOCUMENT LINK: https://tinyurl.com/yydt2zvb



The City successfully engaged the community (both in the City limits and surrounding areas). Working with non-profits, community organizations, and local agencies, the City secured a range of input, review, feedback, and support for the document. Throughout the two-year public engagement process (in both English and Spanish), the City received over 2,500 comments on the BPMP. The response far exceeded any past outreach efforts.

James Winslow, (former) Senior Project Engineer, City of Goleta

3 | QUALIFICATIONS | Isla Vista Community Mobility Plan



Project Objective/Description: Isla Vista is a college town, with 15,500 people in one-half of a square mile, the population density rivals New York City and San Francisco. This comes with a caveat – the population is almost entirely students, the majority of whom only live in Isla Vista from September through June. Daily transportation patterns follow the class schedule at UC Santa Barbara, when thousands of students are on the move for periods of 10 to 15 minutes at a time, traveling among their homes and lecture halls in Isla Vista and on campus. Bicycling is the dominant mode of transportation, intermixed with pedestrians, skateboards, scooters, ride hailing, personal vehicles, and standing-room-only bus ridership. By default, streets become multimodal thoroughfares managing volumes and modes that they were not designed for.

The key goal of the Isla Vista Community Mobility Needs Assessment is to understand and prioritize areas of need for transportation safety, efficiency, and convenience. Additionally, in a broad, ongoing transportation survey, over 60% of respondents also have a car for occasional use, creating a parking issue on public streets in the community; infrequently-used vehicles block sidewalks and create safety issues for pedestrians and people with limited-mobility.

Project Outcome: The existing conditions, analysis, and recommendations from this assessment will dovetail with a concurrent parking study and community planning study, and will cover a spectrum of issues such filling gaps in sidewalk service, installing curb ramps, defining bike infrastructure and identifying dimly-lit public areas. For broader connectivity and intermodal improvements, a trial bus-only lane on an adjacent arterial road will test demand and volumes as bus frequency is improved.

CONTRACTING AGENCY

- Isla Vista Community Services District
- Jonathan Abboud
- 310-734-9791
- generalmanager@islavistacsd.com

SERVICES

Active Transportation Planning

CONTRACT AMOUNT

• \$74,000

FUNDING SOURCE(S)

 CA Sustainable Transportation Equity Project (STEP) Grant

CONTRACT START/COMPLETION

Start: 11/2021; Ongoing

KTUA KEY PERSONNEL

- Joe Punsalan, Principal
- Alex Samarin, Project Manager alex@ktua.com
- Jacob Leon

3 | QUALIFICATIONS | Santa Barbara County Association of Governments Santa Ynez Trail Alignment Study



Project Objective/Description: The purpose of the Santa Ynez River Trail Alignment Study and the subsequent Caltrans Active Transportation Program grant effort was to identify potential and preferred alignments for the future development of a multi-modal trail along the Santa Ynez River. There was local support for the development of an 8-mile multimodal trail to connect the Santa Ynez Reservation of the Santa Ynez Band of Chumash Indians to the cities of Buellton and Solvang. Highway speeds, lack of sidewalks, and narrow shoulders along the current route do not allow for a safe and direct route for bicyclists or pedestrians to travel among these destinations, which includes students walking and biking from the Reservation to Santa Ynez High School.

Project Outcome: The Alignment Study was the most recent step in the decade-long effort to develop a multimodal trail to solve this safety issue. Input from Chumash representatives was sought and incorporated at every step. The Study highlighted the opportunities, constraints, and estimated costs of the various alternatives for a river trail and led to a Caltrans ATP Cycle 5 grant proposal in 2020.

The objective of this project was to catalog a minimum of seven most feasible potential trail alignments and conduct a strengths, weaknesses, opportunities, and threats analysis (SWOT) for each. Expected alternative alignments included north and south river alternatives, a highway alternative, and various hybrids of all three. Factors for consideration included environmental constraints, cost constraints, ability to satisfy the intended purpose, public input, and land ownership constraints or opportunities.

The Study has led to the preparation of a Caltrans ATP Grant for a complete trail alignment connecting to the Santa Ynez Reservation.

- Santa Barbara County Association of Governments
- Michael Becker
- 805-961-8912
- mbecker@sbcag.org

SERVICES

- SWOT Analysis
- Trail Planning
- Story Map
- Outreach Materials

CONTRACT AMOUNT • \$65,000

\$65,000

FUNDING SOURCE(S)

 Santa Barbara County Association of Governments SB 1 Sustainable Communities Program

CONTRACT START/COMPLETION

• Start: 9/2019; Completion: 9/2020

KTUA KEY PERSONNEL

- Joe Punsalan, Principal
- Alex Samarin, Project Manager alex@ktua.com
- Jacob Leon

STORY MAP: http://arcg.is/0e8yGr

CITY OF ARROYO GRANDE | PROFESSIONAL CONSULTANT SERVICES FOR THE DEVELOPMENT OF A CITY-WIDE ACTIVE TRANSPORTATION PLAN | 12

Central Coast Transportation Consulting Traffic Engineering & Transportation Planning

Central Coast Transportation Consulting (CCTC) has operated in San Luis Obispo County since 2011 providing professional traffic engineering and transportation planning services in Central California. We are a Certified Disadvantaged Business Enterprise (DBE) in California located in Morro Bay. We have built our reputation among both private and public sector clients by producing high quality work with reasonable, implementable findings.



June Lake Loop Active Transportation Plan (in collaboration with KTUA)

RELEVANT EXPERIENCE

- City of Arroyo Grande Traffic Way Bridge Replacement
- City of Atascadero El Camino Real Downtown Traffic Calming and Corridor Plan *(in collaboration with KTUA)*
- June Lake Loop Active Transportation Plan, Mono County (*in collaboration with KTUA*)
- City of Paso Robles Niblick Corridor Plan: Project

ADDITIONAL PEDESTRIAN, BICYCLE, AND SAFETY PROJECTS

- SLOCOG Pacific Coast Bike Route Wayfinding Sign Plans
- City of Atascadero Local Road Safety Plan
- County of San Luis Obispo Horizontal Alignment Warning Sign Evaluation and Plans
- City of Paso Robles Intersection Control Evaluations (ICE)

ON CALL TRAFFIC ENGINEERING/TRANSPORTATION PLANNING CONTRACTS

- City of Arroyo Grande
- City of Buellton
- City of Paso Robles
- City of San Luis Obispo
- County of San Luis Obispo
- San Luis Obispo Council of Governments (SLOCOG)

ADDITIONAL EXPERIENCE

- City of Paso Robles Circulation Element and Travel
 Demand Model Update
- City of Paso Robles Crossing Analyses



STAFFING COMMITMENT: Key KTUA personnel are available for the duration of the project. Key staff will not be removed or replaced without the prior consent of the City of Arroyo Grande.

KTUA STAFFING PLAN

KTUA utilizes the Resource Planning module of Deltek VantagePoint for weekly staff scheduling, allowing us to accurately schedule staff resources with the appropriate experience to meet project deadlines. Staffing responsibilities include:

- The assigned project manager is involved in the review of the scope, the preparation of the fee and the contract negotiation.
- 2. The project manager works with the client to develop and validate the overall goals and objectives of the project, as well as identify project issues, requirements, budgets, milestones, deadlines, and design parameters.
- A project schedule is developed by the project manager indicating all submittals and review periods. The QC manager reviews the schedule to assure that adequate

time has been allocated for implementation of the quality control process, including review and coordination of consultant work, and corrections and revisions identified in the QC process.

4. The KTUA policy is to assign a team of experienced professionals that stay with the project from concept through completion, ensuring seamless integration from one phase to the next.

KEY STAFF RESOURCES: 12 Landscape Architects, 8 Planners (2 AICP), 2 Transportation Planners, 2 Landscape Designers, 2 Irrigation Designers, 1 GIS Analyst, 1 Transportation Engineer, 2 Accounting. Additional Capabilities such as Outreach Facilitators, Interpreters and Translators.

JOE PUNSALAN | PRINCIPAL TRANSPORTATION PLANNER

Joe Punsalan is a principal planner at KTUA, managing large-scale transportation planning and urban greening projects. He is responsible for scope development, data analysis, public engagement and facilitation of walk and roll audits and demonstration projects, report and grant writing, and staff and consultant team management. Additionally, Joe has a background in GIS for mapping, research and analysis and takes a simplified approach to displaying complex methodologies. As an urban cyclist, he understands the roadway conditions and obstacles that face cyclists and pedestrians. Utilizing his first-hand knowledge, he applies federal, state, and regional standards to address these challenges and increase user safety. Registrations: Joe holds certificates as an ITE Professional Transportation Planner, LEED Green Associate, and GISP - GIS Certification Institute #53646.

JACOB LEON | PROJECT MANAGER SENIOR ASSOCIATE PLANNER | OUTREACH FACILITATOR

Jacob Leon is a senior associate planner and outreach facilitator at KTUA. His project responsibilities entail network and facility design, public outreach, technical drafting, and 3D modeling. His strong background in 3D modeling and graphic design allows him to produce effective digital and printed media to help communicate design concepts. His experience in mobility planning projects include active transportation plans, complete streets plans, bicycle and pedestrian master plans. These projects entail network and facility design, public outreach, technical drafting, and 3D modeling. His experience in landscape architecture includes feasibility studies, site analysis, and park design. He is a LEED Green Associate and provides Spanish translation and interpretation for meetings and project materials.

ALEX SAMARIN | ASSISTANT PM | GIS TECHNICAL MANAGER

Alex provides technical oversight for GIS workflows and guides GIS analysis for assessing the impact of planning projects. He has a broad range of experience applying GIS in utilities management, transportation planning, and environmental analysis. Alex is particularly passionate about projects that provide mutually-beneficial solutions to the human-environment relationship. He holds B.A. in Geography, (Geographic Information Systems) from University of California, Santa Barbara, and an M.A. in Geography, (Natural Resource Management and Environmental Policy) from San Diego State University.

TOM BERTULIS | SENIOR ACTIVE TRANSPORTATION ENGINEER

Tom Bertulis manages conceptual design projects, corridor studies, and active transportation projects. With a background in both traffic/civil engineering and transportation planning, Tom has authored dozens of transportation planning studies, as well as led roundabout designs, traffic calming projects, and dozens of walkability audits. He has developed local and national guidelines and taught bicycle/pedestrian planning classes. He holds an M.S. in Civil Engineering from Northeastern University, Boston and a B.S. Civil Engineering from Santa Clara University. Registrations: Tom is a Professional Transportation Operations Engineer, 2013, TPCB (National) #3429. License: Professional Engineer, State of Washington #41149, 2004.

MORGEN RUBY | SENIOR PLANNER

Morgen recently joined KTUA in 2022 as a Senior Planner, focusing on active transportation projects. She brings to KTUA both planning and design experience across active transportation, landscape planning and design, and placemaking projects from the private, public, and nonprofit sectors. Morgen feels that increasing transportation options both has a positive climate-impact by reducing the amount of on-road emissions, and increasing equitable access to healthy food, high-paying jobs, and education opportunities. She has extensive community engagement experience, developing innovative, education-based tools to fulfill project missions. She also enjoys data visualization, such as maps and infographics, to help make complex information digestible to residents of all ages and abilities.

MARIELLA DELFINO | DESIGNER/PLANNER

Mariella Delfino recently joined KTUA as a Planner/Designer. Her passion for Landscape Architecture derives from her upbringing. Growing up in a tricultural background allows her to see the world of design, environment, and social issues through different lenses. She is committed to using Landscape Architecture as a tool to fundamentally address change with social and environmental issues for different communities and cultures. She recently graduated from CalPoly San Luis Obispo, earning her Bachelor's Degree in Landscape Architecture.

SUBCONSULTANT KEY STAFF BIOGRAPHIES

JOE FERNANDEZ, PE, AICP | PRINCIPAL ENGINEER | CCTC

Joe Fernandez has successfully managed dozens of complex studies including transportation impact analyses, travel demand forecasting studies, traffic operations studies, traffic engineering designs, and multimodal planning studies. As both a Certified Planner and Professional Engineer, he specializes in the development of solutions that are both technically sound and fitting with communities' planning principles. Joe is a founder and lead project manager responsible for project scoping, budgeting, schedule adherence, and client satisfaction. License: California Civil Engineer #70594, exp. 6/2023.

MICHELLE MATSON, PE, TE | SENIOR TRANSPORTATION ENGINEER | CCTC

Michelle Matson has 18 years of engineering experience in transportation planning, traffic engineering, project management, design, grant writing, and contract preparation. She has prepared traffic impact studies, roadway safety analysis, bikeways plans, safe routes to school plans, traffic signal plans, traffic control plans, and roadside sign and striping plans.

PROJECT UNDERSTANDING

CITY CONTEXT

Arroyo Grande is home to approximately 18,400 people according to the 2020 Census. The City is characterized as a small coastal town with a mix of land uses that include low, medium, and high-density residential, mixed use, agriculture, open space, commercial, and village core. The City is bisected by US Route 101 which has several on and offramps that provide access to arterial and collector streets. Access to schools, parks, shopping centers, and the Village is made possible by driving, taking transit, walking, and/or bicycling along major thoroughfares such as Grand Avenue, Branch Street, Traffic Way, Halcyon Road, and Oak Park Boulevard, and Fair Oaks Avenue.

RECENTLY-COMPLETED AND ONGOING PROJECTS

KTUA recognizes that the City has completed many transportation planning projects that can inform the existing conditions and recommendations phase of this ATP. Notable projects include:

General Plan Circulation Plan Update (2021)

The City completed a General Plan Circulation Element (CE) update in 2021. This update will help guide the growth of infrastructure and policies for the next 20 years. The City's vision statement comprehensively captures ideas and values that make a community healthy, safe, and prosperous.

Vision from CE: "This community mobility value is based on creating a "sense of place" with a strong walkable Village Core and mixed-use corridors. Increasing vehicular and non-vehicular mobility while preserving the local environment, remaining mindful of the City's fiscal responsibilities, and utilizing the City's strategic location within the southern San Luis Obispo County region are key values reflected in this Circulation Element."

KTUA will use this CE update as a strong foundation for the ATP and to build upon elements often associated with active transportation. Items such as roadway classification, planned projects, and new policies that reflect a more equal transportation network will assist with conversations with the community, city staff, and elected officials.

Halcyon Complete Street Plan

KTUA understands that the Halcyon Complete Street Plan is in progress. This project entails analyzing the existing conditions of the 1.7 mile corridor to make appropriate improvements. A complete streets plan strives to make all forms of transportation and mobility accessible, safer, and more comfortable for all users. Halcyon Road is an important corridor as it provides north/south access to residential, open space, commercial, and agricultural land uses, as well as access to the Village and US 101. The recommendations of this plan will be reviewed and integrated into the analysis and recommendations phase of the ATP to ensure efforts are not duplicated.

SLOCOG ATP (2021)

The San Luis Obispo Council of Governments (SLOCOG) completed a regional active transportation plan in 2021. This ambitious planning effort recognizes the importance of a region working together on a common goal. Major elements of this plan include the "Active Routes of Regional Significance" which is a "network of 300 miles of existing and planned on-and off-system of bikeways and pedestrian facilities connecting incorporated and/or unincorporated communities." The Arroyo Grande Creek is identified as one of these routes of significance. The document describes the proposed Class I multi-use path that would provide connectivity between Oceano, Grover Beach, and Arroyo Grande. Short term improvements for this project include Class II bike lanes. KTUA understands the importance of integrating the project identified in this regional planning document into the City's ATP plan as it provides momentum and strength for future CIP and grant pursuits. We envision Stakeholder Working Group participation from SLOCOG, likely Jon DiNunzio, whom we've worked with in the past.

CITY'S PHYSICAL FORM

KTUA has worked in communities throughout the state of California and we understand that the built environment and the surrounding physical form heavily influence both gaps and opportunities in transportation infrastructure. KTUA recognizes Arroyo Grande is not a "flat" city with streets laid out in easy-to-navigate grid format. Furthermore, we also recognize that the surrounding topography, land uses, and even how U.S. 101 bisects the City can affect the convenience and comfort of active transportation. We will use our experience from working in similar communities and use the feedback we collect from the community and Caltrans to develop appropriate short, mid, and long term projects that will make active transportation for the entire city an achievable goal.

COMMUNITY ENGAGEMENT VALUES

KTUA applauds the City values for a transparent and genuine community engagement strategy. Our active transportation project experience brings ideas and innovation for inclusive and integrated community engagement no matter how big or small the project is. We see that the City is committed to constant communication via their social media channels, creating attractive and simple to understand announcements, and having media in both English and Spanish. We too share this passion for genuine community engagement and will work with the City to develop a comprehensive outreach plan that equitably outlines engagement for the City's diverse communities. The City's 2020 Census data as well as our past experience in the region will guide us on a combination of in-person and digital engagement tools as well as traditional and pop-up style workshops.

ADDED VALUE

KTUA prides itself on producing planning documents that are integrated into our clients day-to-day projects to achieve short, mid, and long term goals. The added value elements described in this section contribute to the success of these types of plans. For this particular scope of work, KTUA is committed to completing the following five added value elements to enhance all of the required elements in the RFP. These items range from GIS-driven analysis to supplementary project recommendation exhibits, all of which can be completed within the fees included in this proposal.

Bicycle and Pedestrian Propensity Model

KTUA has been at the forefront of active transportation planning for the last two decades, and has since developed a GIS-based tool that helps identify bicycle and pedestrian demand across a City. This tool is referred to as the Bicycle and Pedestrian Propensity Model and it includes the following elements:

- Identifies destination clusters through modeling quarter-mile walksheds around community attractions such as schools, parks, recreation, and transit;
- Incorporates aggregated census, CalEnviroscreen, and Free-Reduced Meal Program layers to highlight disadvantaged population that are more dependent upon active transportation; and
- Delineates mobility barriers including collision locations, high vehicular routes, major intersections and freeways.

A Propensity Model will be developed for Arroyo Grande with customized inputs that fully reflect the City's unique socio-economic and mobility landscape. This model will help identify areas where people are more likely to bike and walk but may also be considered more dangerous based on collision data and infrastructure gaps. This tool will also be used to objectively rank projects and it will build upon the feedback collected through public outreach.

ADA Hot Spot Analysis

KTUA will use the infrastructure data collected (missing sidewalks, curb ramps, truncated domes, etc.) to develop a GIS-based hot spot analysis that depicts priority areas within the City. Much of this will stem from the Bicycle and Propensity model but can be modified for ADA analysis. This can be communicated in a series of maps and as spreadsheets that the City can use to rank and address ADA concerns. This analysis can be integrated into the planned ADA Transition Plan that is mentioned in the RFP.

Three Project Cut Sheets (Conceptual Designs)

KTUA prides itself on developing active transportation plans that lead to physical implementation within a reasonable time frame upon completion of a plan. This is largely due to the inclusion of project cut sheets for the top prioritized projects. For this plan, KTUA will develop three (3) cut sheets that can be used for grants and CIP planning. The cut sheets include project descriptions, at-a-glance project facts, infographics, and conceptual corridor designs completed in AutoCAD with labels. The corridor designs are also supported by 3D cross sections. KTUA will work with the City to identify the three projects that are to be included in the cut sheets of the recommendations chapter.

Replica (Big Data)

KTUA has a subscription to services offered by Replica, a company dedicated to offering comprehensive, high-fidelity data to clients that work in transportation, environmental justice, or economics. KTUA has used Replica big data to analyze origins and destinations, travel patterns, corridor congestion, and other kinds of travel patterns that will help the City make informed decisions about infrastructure and programmatic improvements.

Safe Routes to School Analysis (SRTS)

The City is home to four public schools and KTUA believes that a special focus on understanding the built environment around these schools is important. KTUA will conduct a Safe Routes to School Analysis and make recommendations for each of the schools. This analysis will include assessing existing infrastructure within a 15-minute walking distance (quarter mile) from the main school entrance. Items such as sidewalks, crosswalks, curb ramps, bike infrastructure, lighting, and signage will be included in the analysis. Recommendations will be based on gaps in the existing infrastructure within the same 15-minute walking distance.

CRITICAL PATHS TO SUCCESS

A successful active transportation plan is one that balances the needs and wants of the community, the goals of City staff, and the existing physical environment. KTUA has **completed well over 60 active transportation/complete street/urban greening plans in the last two decades**, so we have a good understanding of the project elements that are critical to achieving project milestones. Having a local presence also will facilitate cost efficiencies for the outreach activities. The following section describes the Critical Paths of Success for Arroyo Grande's Active Transportation Plan:

Reviewing Recently-Completed and Ongoing Projects

One of the first steps is understanding what the City has just completed or is currently working on to minimize duplicating efforts. The RFP for this plan already includes a list of 13 projects for the consultant to review, making this review process even more important. Thankfully, this will set a strong foundation for the KTUA team as we initiate the existing conditions phase of the project and as we talk with community members at each outreach event.

Identifying Appropriate Community Engagement Strategies

A well-rounded approach that balances in-person and online engagement as well as traditional and pop-up style workshops will be critical. The actual timing, schedule of events, and how they are spread out over the calendar year is just as important to achieve maximum and equitable engagement. Our experience has shown that understanding school schedules, major city events, and knowing when City Council and Commissioners are active or on break is important for a plan like this. KTUA also recognizes how critical it is to understand the recently-completed and ongoing projects within the City when engaging with the community because this builds confidence, trust, and transparency between the consultant, the City, and the community. It also helps minimize "planning fatigue", which is when community members and stakeholders are "tired" of engaging with a consultant or the city because they feel they just did something similar for a similar project.

Maintaining Constant Communication with City Staff

Monthly meetings, meeting summaries, shared folder structures, and everything else related to communication is critical to the success of this project. KTUA will ask the City at the kickoff meeting what their preferred methods of communication are, who to include in general email communication, and what kind of online storage for sharing files is preferred.

Presenting a Final Plan that Reflects Arroyo Grande's Unique Needs

There are standard protocols and procedures for an active transportation plan, especially as it relates to the requirements of major grant funding sources like the California Active Transportation Program or the Sustainable Communities Planning Grant program. What is just as important as this is creating a final plan that reflects the unique needs of Arroyo Grande so that community members, Commissioners, and City Council can carry positive momentum in the years to come once it is adopted. It will be KTUA's responsibility to brand, organize, and communicate all project elements in a simple to understand document for anyone to pick up and review. This final step is as critical as the previous ones mentioned because it will help staff coordinate and prioritize projects knowing that it has the support of the community and elected officials.

Caltrans Cycle 7 Active Transportation Program, Summer 2024

One critical path that we will need to be aware of is next year's Cycle 7 Active Transportation Program grants. The aim will be to have at least one of the three priority projects in the design phase to possibly submit for this cycle. By keeping the project on track and understanding the grant's requirements will go a long way in providing materials to assist the City with a grant pursuit. In 2022, KTUA successfully submitted an ATP grant for the Isla Vista Community Improvement Plan for complete street improvements for the County of Santa Barbara.
TASK 1: EXISTING CONDITIONS AND NEEDS ASSESSMENT

The KTUA team will collect and analyze relevant data, plans, and policies to establish the existing conditions in Arroyo Grande for active transportation. This task will have several stages: data collection, plan and policy review, data analysis, and development of the needs assessment report.

Data Collection

KTUA will collect and review existing infrastructure data, and any adopted plans and policies relevant to the City of Arroyo Grande. These may include, but are not limited to:

- Arroyo Grande Bicycle and Trails Master Plan (2012)
- Arroyo Grande Circulation Element Update (2021)
- Arroyo Grande Municipal Code
- Halcyon Complete Street Plan (in progress)
- San Luis Obispo Council of Governments (SLOCOG) Active Transportation Plan (2021)
- Caltrans District 5 Active Transportation Plan (in progress)
- Existing/planned bicycle and pedestrian facilities, including support facilities (GIS data)
- Demographic data from American Community Survey, other sources as available (GIS)
- · Collision data from the Transportation Injury Mapping Systems (TIMS)
- Bicycle and pedestrian counts, if available
- Destinations and trip generators (GIS data)
- Transit routes and stops (GIS data)
- · Sidewalk and curb ramp inventory (GIS data- and excel spreadsheets, SLOCOG GIS data)
- Replica origin and destination data



Replica Network Volume for Arroyo Grande

Primary Mode



Plan and Policy Review

KTUA will review plans and policies for relevant guidance and requirements for active transportation, documenting both supportive policies and conditions and those which hinder increased use of active modes. A synthesis of these relevant policies of the existing framework of governance impacting active transportation will be included as part of this Plan and Policy Review.

From the SLOCOG ATP:

- Public comments focused on improving active transportation safety along existing facilities and at intersections
- City adopted new policies related to Level of Traffic Stress (LTS) along collector and arterial roadways and

From the General Plan Circulation Element Update:

 Strengthen multimodal policies including Complete Streets, Roundabouts, and Safe Routes to Schools Policies

Data Analysis

Several datasets will be collected and analyzed to develop a picture of the existing conditions for active transportation. Existing and planned bicycle and pedestrian facilities will be mapped, as will demographic indicators for the City including socio-economic data. Bicycle and pedestrian data will utilize SLOCOG's existing bicycle and pedestrian datasets and the City's ongoing sidewalk and curb ramp inventory. The data will initially be verified using Nearmap's latest high-resolution aerial, then field verified.



Arroyo Grande

It's understood that the City's ongoing sidewalk inventory and assessment of ADA-compliant curb ramps are planned to be complete for use in developing the ATP. This data will be used to identify critical gaps in the accessible pedestrian network and the development of the planned Americans with Disabilities Act (ADA) Transition Plan.

An equity analysis will be conducted to identify the locations of disadvantaged communities within Arroyo Grande, so that these areas can be a specific focus of planning efforts. For the equity analysis, regional equity definitions from SLOCOG will be utilized, alongside data used statewide including household income, CalEnviroscreen, Free and Reduced-Price Lunch, and the California Healthy Places Index. These analyses will be mapped as well. KTUA recently completed a displacement exercise using similar datasets to identify disadvantaged neighborhoods in Orange County. This methodology will be used for this task.

The City's Local Road Safety Plan (LRSP) will be reviewed and referenced since it provides a wealth of data on collision causes, contributing factors, and information about populations most impacted. This resource will be utilized as part of the data analysis, identifying collision hot spots, prevalent crash types, and demographics of victims. KTUA may also supplement with additional collision analysis from Transportation Injury Mapping Systems (TIMS) as needed.

It's a rare occurrence that a City has conducted a Level of Traffic Stress analysis for bicycle facilities prior to the development of an active transportation plan. This will be a great data set to be incorporated into the analysis and network development effort. KTUA has developed several LTS analyses and will supplement the original data with additional analysis to cover collector roadways.



Bicycle and Pedestrian Propensity Model

KTUA has developed a GIS-based tool to identify bicycle and pedestrian demand across the City, which is usually referred to as the Bicycle and Pedestrian Propensity Model. This aggregated model:

- Identifies destination clusters through modeling quarter-mile walksheds around community attractions such as schools, parks, recreation, and transit;
- Incorporates aggregated census, CalEnviroscreen, and Free-Reduced Meal Program layers to highlight disadvantaged population that are more dependent upon active transportation; and
- Delineates mobility barriers including collision locations, high vehicular routes, major intersections and freeways.

A city-wide model will be developed for Arroyo Grande with customized inputs that fully reflect the City's unique socio-economic and mobility landscape. This model will help identify areas where people are more likely to bike and walk but may also be considered more dangerous based on collision data and infrastructure gaps. This model, along with the sidewalk and curb-ramp inventory, can help identify data-driven "hot spots" or priority areas for the planned ADA Transition Plan and this Active Transportation Plan. This tool will also be used to objectively rank projects and recommendations and will build upon the efforts of the project team and public input.



Sample structure of Propensity Model

Gaps and barriers to active transportation will be mapped based on the following data:

- Bicycle and pedestrian facility data
- Results of the Bicycle and Pedestrian Propensity Model
- Level of Traffic Stress (LTS) analysis

Existing Conditions and Needs Assessment Report

The Plan and Policy review, Existing Conditions assessment, and quantitative analysis will all be synthesized into the Existing Conditions and Needs Assessment Report. This report will inform the development of plan recommendations and will comprise several chapters in the ATP.

SUMMARY OF EXPECTED DELIVERABLES:

• Existing Conditions and Needs Assessment Report

TASK 2: RECOMMENDATIONS AND IMPLEMENTATION PLAN

Recommendations

Building from the existing conditions analysis and needs assessment, KTUA will develop recommendations for a low-stress, connected network of bicycle and pedestrian facilities throughout Arroyo Grande, and connecting to adjoining cities of Grover Beach and Pismo Beach as well as unincorporated communities. Policy recommendations will also be included to facilitate the development of the active transportation network, including changes to Municipal Code, General Plan, or other governance documents. Recommendations will include non-infrastructure programs that encompass the six E's (Education, Encouragement, Equity, Enforcement, Engineering, and Evaluation) to build on existing efforts to educate, encourage, engage, and evaluate active transportation in Arroyo Grande.



Romoland SRTS Map - Menifee ATP

All the recommendations will be developed according to industry best practices, whether it's design, programs and planning methodologies, and will address needs, barriers and gaps identified in community engagement and public outreach activities as well as by the Stakeholder Working Group (SWG).

Safe Routes to School

With a multitude of grant opportunities available, KTUA proposes to develop up to four (4) Safe Routes to School maps for the City's four (4) public schools. KTUA will use data collected under Task 1 to note school attendance boundaries, neighborhood density patterns, collisions, potential walking routes, and barriers within those school attendance boundaries. The team will then develop a 15-minute or quarter-mile radius around these four public schools and focus improvements within that area. This radius stems from national best practices used for other SRTS projects and serves as a solid starting point for developing school-based project recommendations. Using this information as a baseline, the team will then focus attention on developing interventions in areas of highest need within a quarter-mile radius around each school. Countermeasures will then be recommended to improve walking and bicycling access to each school. Recommendations may include closing sidewalk gaps, improving curb ramps or bicycle facilities and other traffic calming and wayfinding options. A Recommendations Report will be developed to include the proposed projects, programs and Safe Routes to School Plans.

Implementation Plan

Once the recommended active transportation network has been developed, the KTUA team will prepare an Implementation Plan, which outlines a strategy the City of Arroyo Grande can follow to implement the recommended infrastructure improvements and programs. This Implementation Plan will provide a fiscally-constrained assessment of recommendations, including those that may be low-cost 'quick wins' that can be implemented more easily, higher priority recommendations, and longer-term projects which may be higher cost and/or complexity, but are still integral to developing a robust active transportation network.

Project Prioritization

Prioritization criteria and methodology will be developed through consultation with the City and Technical Advisory Committee, as well as through public outreach. The Implementation Plan will also discuss ongoing maintenance needs, associated costs, and recommendations for incorporation into existing City practices.

All projects including those that can be implemented quickly or are low cost, will be sorted into a prioritized program for implementation. These prioritized projects can form the basis of more sustained effort by the City and its stakeholders to coordinate resources and support for implementation over a longer period of time. The Implementation Plan will also include ongoing maintenance needs, associated costs, and recommendations for incorporation into existing City practices.

The prioritization process will also consider community needs; regional, county, barriers/needs, safety, and statewide policy and funding frameworks; and the timeframe for implementation, including community and City staff input. Prioritization will be done using KTUA's proprietary GIS tools and criteria and may include:

- Collision locations
- Capital Improvement Plans
- Public support (community engagement results)
- Bicycle Level of Traffic Stress
- Local and regional connectivity
- Bicycle and Pedestrian Propensity Model
- Proximity to activity centers (schools, parks, transit, retail, recreation, etc.)
- Social equity factors (household income, private vehicle access, and median income, among others)
- Schools eligible in the Free-Reduced Meal Program
- Healthy Places Index factors

After review and comment, the prioritization criteria will be applied to the recommended active transportation network to result in a prioritized list of network improvements.

Refined Conceptual Design Alternatives for Top Three Projects

To enhance these concepts further and provide grantready materials, the KTUA team proposes to develop preliminary engineering concepts for the top three (3) projects. Projects can also be selected based on City preference and immediate funding opportunities. These concepts will be developed in AutoCAD to provide more detailed cost estimates.

Preliminary conceptual designs provide a better understanding of the feasibility and design features of the project itself. Based on experience from developing similar plans and writing grants, detailed conceptual concepts integrate better with grant pursuits, allow for more accurate cost estimates, and are better for understanding if the proposed recommendations are feasible. For example, Caltrans Active Transportation Program has been requiring higher levels of design for their application as the competition for these funds are as competitive as ever. The additional detail is typically needed for construction feasibility and for grant and City staff reviewers to fully understand the concepts. Concepts will make use of sustainable and emerging mobility and streetscape trends such as:

- Traffic calming
- Enhanced (Buffered Class II or Class IV) bicycle facilities
- Pedestrian environment improvements
- Curb management
- Micromobility/emerging mobility
- Landscaping, street furniture and placemaking
- Green Streets, parkways, bioswales, and water quality
- Transit accommodation



Existing roundabout remains in-place; suggest reducing number of signs in center

Example conceptual drawing

High-level cost estimates will be developed for typical improvements to position the City for potential funding applications or incorporation into the City's future CIP program. Estimates will include information about capital costs to implement projects as well as maintenance costs related to pavement and landscaping upkeep, and maintenance of traffic control devices, striping, signs, and lighting where applicable.

3D Renderings

Graphics such as cross sections, simple site plans, 3D renderings, and summary matrices will be created to communicate the proposed alternatives. The graphics can be accompanied by detailed technical descriptions as well. KTUA will prepare necessary conceptual renderings to effectively convey the proposed project features to stakeholders and the community.

Due to KTUA's involvement in many active transportation and complete streets projects, models have already been created for similar recommendations so renderings can be updated and enhanced for quick turnaround times. Given these time savings, KTUA will create high quality 3D schematic cross-sections for each alternative utilizing the firm's vast library of 3D content as well as any building massing of possible future land use changes.



Rendering of the separated bikeways on West Hermosa Street in Lindsay, CA

Green Street Toolbox

A Green Street is a street transformed and designed to intercept rainwater and runoff, clean that water through soil and vegetation, and allow it to percolate and return to the earth naturally. KTUA has been at the forefront of Green Streets planning, having completed award winning Urban Greening Plans for the San Diego neighborhood of City Heights and the cities of Pico Rivera and Placentia. With the State's on-going drought issues it's important to capture storm and rainwater for irrigation and other needs, KTUA will include a chapter on best practices for Green Street design that includes a toolbox of best practices strategies and design features. In addition, by implementing Green Street designs, the City will open additional avenues for funding opportunities through stormwater and urban greening grant programs. Arroyo Grande's streets, residents, visitors, and the environment would benefit greatly from including multi-function street design elements where possible.

Finally, the Implementation Plan will detail local, regional, state, and federal funding sources applicable to ATP implementation. KTUA maintains a funding database to address the rapid changes taking place in active transportation programs and Highway Safety Improvement Program (HSIP), as examples. This database is updated when new funding sources are created, and older programs expire. Not only does our updated funding database provide the City with the latest information for planning and construction grants, it also identifies other funding sources for projects that incorporate urban greening infrastructure and the Six-E programs.

SUMMARY OF EXPECTED DELIVERABLES:

- Recommendations Report
- Implementation Plan





Filtration and Drains





Decomposed Granite/Rock Swale Gravel Trench







Curb Openings Draining to Bioretention, Filtration, or Infiltration Areas

Infiltration Basin with Bioretention Soils and Subsurface Drain

Filtration and Subsurface Drain

Tree Basin with Bioretention Soils and

Example Green Street Toolbox - Pico Rivera Urban Greening Plan

TASK 3: PUBLIC OUTREACH

KTUA recognizes that community outreach is instrumental in developing a comprehensive plan and that the City places a high value on transparent and equitable outreach strategies. We believe that the most effective plan is one that is built by the community. As such, this project will be conducted in an open manner with community members participating throughout the process at major milestones. An outreach plan will be developed to describe the strategies that can be employed to successfully engage residents, employees, and visitors to the City. The KTUA team will strike a balance between in-person events, printed media, and online interaction to ensure a broad audience is reached. The team will build upon the successes of public outreach from recently-completed and ongoing projects as well the obstacles that the city faced. The team commits to designing and developing outreach materials in English and Spanish to facilitate communication with the diverse community of Arroyo Grande.









Outreach Plan

KTUA's experience in working with diverse communities throughout California has provided a foundation for developing successful community engagement strategies. The outreach plan for this ATP will reflect the unique characteristics of Arroyo Grande and offer a variety of tools and strategies that allow the team and the City to remain as flexible as needed, especially as it relates to the ongoing COVID-19 pandemic. The Community Outreach Plan (COP) will outline the strategies and materials in a clear, concise, accessible, and visually-rich format. The COP will also outline action steps and logistics needed to successfully complete each outreach event. Social media announcements, fact sheets, flyers, maps, and photos will be used to help communicate project information at all times. The COP will also identify and match outreach strategies based on input provided by key stakeholders. The COP will include key messages, a project schedule, and descriptions of workshop activities with emphasis placed on engagement methods to drive attendance at workshops and meetings. KTUA will work with the City to identify appropriate partners to work with, and will consult the Stakeholder Working Group (described further in Task 5) on promising strategies.

Project Branding

Branding is a key component of marketing and engagement. Branding brings continuity to all project components throughout the duration of the project and distinguishes this project from others in the City. KTUA will develop project branding elements such as a logo and color scheme that will adhere to the City's standards. Consistent branding will be included on all project material such as flyers, exhibits, online material, and documents. KTUA will design branding material for the City to use for flyers and other printed engagement material for in-person workshops and other events.

Targeted Outreach

KTUA has meaningful experience in tailoring community engagement to meet the needs of the City. Targeted outreach for specific regions or neighborhoods is common practice and it ensures equitable distribution and collection of feedback from community members. KTUA will work with the City to identify specific neighborhoods to best plan for two to three (2-3) pop-up events. "Going to the people" is an outreach strategy that KTUA has conducted for the last decade to great success and it ranges from visiting popular neighborhood parks, shopping centers, transit stops, community centers, libraries, places of worship, etc. Targeted outreach can be even more successful when it is completed with trusted community partners that act as liaisons between the City, the project team, and the community. Our experience in working with "local champions" or public health "promotores" have proven successful in past active transportation projects. KTUA may seek some of these local champions from the Stakeholder Working Group.

Community Workshops

The targeted community outreach events discussed in the previous section will supplement the at-large community workshops for the ATP. KTUA will work with the City to organize either two (2) stand-alone workshops or to attend two (2) community-wide events that attract large audiences. The

first workshop will allow community members to comment on existing issues in the City's active transportation network and barriers to walking and bicycling. The second workshop will allow community members to review and comment on the draft recommendations.

These workshops will be designed and advertised as in-person events but the KTUA team will post important information to the project website. Online workshop tools such as Zoom or GoToMeeting can be used to host virtual workshops if needed per local health guidance.



Pop-up event in Downtown Santa Maria for the Santa Maria Levee Trail

Community workshop for the Goleta Bicycle and Pedestrian Master Plan

Online Engagement

KTUA will develop a web page, to be hosted on the City's website, that will include the project description, project milestones, public engagement opportunities, surveys, infographics, and summaries. This website will be created with ESRI's ArcGIS Online which can be easily linked to the City's preferred website and shared with ease. The team will also develop two online surveys to better understand the challenges, barriers, and opportunities for different users of the roadways and to also gauge interest in other related transportation options that can help facilitate and enhance active transportation. The first survey will utilize SurveyMonkey as a traditional survey with quick and concise questions to solicit input. The other survey will be a GIS-based interactive map that will allow users to provide detailed, location-specific comments related to active transportation. These surveys provide summary tools to tabulate the results fairly quickly and easily. In addition, these surveys can be created as hard copies and be distributed at outreach events.

KTUA will use all existing City communication resources to disseminate information to the public. KTUA understands that the City has email databases from previous and ongoing projects that can be used to inform the public. KTUA also has access to Constant Contact for large email campaigns should the City prefer KTUA to make project announcements.



Outreach Chapter

KTUA will summarize all outreach activities in a dedicated community engagement chapter in the final plan. This chapter will include a summary of the events that took place throughout the planning process. Each community workshop and stakeholder event will be summarized and include key takeaways from these activities. The results of all online activities such as the survey and interactive map, scanned images of workshop maps and exhibits, and many photos that document community interactions will also be included. This chapter will be critical for future planning and grant endeavors as community outreach is many times a top scoring factor in grant applications.

TASK 4: STAKEHOLDERS WORKING GROUP (SWG)

With the recently completed LRSP, KTUA will utilize the broad Stakeholder Working Group (SWG) that directed that project since it was comprised of agency representatives, regional and local partners, and community organizations. The representatives will have knowledge of the previous efforts to guide the ATP process. KTUA will follow suit in coordination with the City on establishing a similar Stakeholder Working Group. KTUA will facilitate a minimum of five (5) SWG meetings throughout the planning process.

Building on the SWG for the LRSP, at minimum the following stakeholders will be invited to be part of the SWG for the ATP:

- City of Arroyo Grande Public Works, Community Development, Police Department, Parks and Recreation and Planning staff
- City of Pismo Beach Public Works and Planning staff
- City of Grover Beach Public Works and Planning staff
- San Luis Obispo County Public Works and Planning staff
- Lucia Mar Unified School District staff
- Five Cities Fire Authority
- Caltrans Local Assistance and Planning District 5
- San Luis Obispo Bike Club
- Bike SLO County
- San Luis Obispo County Parks and Recreation Staff
- San Luis Obispo Council of Governments
- San Luis Obispo Regional Transit Authority
- 5 Cities Homeless Coalition
- Community Action Partnership of San Luis Obispo County
- Organizations serving older adults

Once the Stakeholder Working Group is established, KTUA will prepare meeting agendas and presentations, and facilitate the meetings. Meetings will focus on review of critical project information or deliverables. A suggested schedule is as follows:

- Introductory meeting and guidance on the outreach plan
- Review existing conditions and needs
- Review of draft network and program recommendations
- Review Draft ATP

It's understood that these meetings are typically held via web conference to allow participation within busy schedules for those invited. KTUA can attend up to two in-person meetings if specific discussions are deemed best for an in person setting, and if public health guidance allows. These two (2) in-person meetings can also be set up as hybrid meetings for virtual and in-person participation. For cost effectiveness, these in-person meetings can be coordinated with workshops or pop-up events to make effective use of staff time in the City.

SWG engagement will be summarized and included in the Outreach Chapter of the ATP, described in Task 3.

SUMMARY OF EXPECTED DELIVERABLES:

- Stakeholders Advisory Group Member List
- Stakeholders Advisory Group meetings materials appropriate for each meeting

TASK 5: DRAFT AND FINAL PLAN

Administrative Draft Plan

KTUA will prepare an Administrative Draft Plan, which pulls together the information, analysis, prioritized projects, detailed conceptual plans, as well as documenting public outreach. This Administrative Plan will also incorporate implementation strategies, including next steps to achieve implementation, funding sources, phasing, and any partnerships to facilitate implementation. Caltrans and the City will be acknowledged on the cover or title page with the SWG also acknowledged in the document. The Administrative Draft will be provided to the City and the SWG for review, and will be revised based on one set of consolidated, internally consistent comments. KTUA prepares all documents using Adobe InDesign, the publishing industry standard. The Administrative Draft Plan will integrate photographs, tables, text, maps, and tables of contents, lists of figures, and indexes. The outcome is a product easy to understand, informative, and most of all, implementable. KTUA has developed a highly refined approach to active transportation planning but strives to clearly convey project information in ways readily understandable to all, including both interested residents and decision makers.

Draft Plan

The Draft Plan will incorporate comments received from the City and the SWG and will be published to the project website for public review and comment. Notifications will be sent to the SWG and any attendees of prior community workshops, and a workshop will be held to present the Draft Plan and collect feedback as described in Task 3. KTUA will prepare a log of comments received, and the City will provide direction for edits to be made to the Draft Plan in response to the comments. KTUA will then prepare the Final Plan in response to this set of consolidated comments.

Final Plan

The Final Plan will be produced in accordance with the City, SWG, and public comments, and will be prepared in an ADA-accessible electronic copy to be submitted to Caltrans.

SUMMARY OF EXPECTED DELIVERABLES:

- Administrative Draft Plan
- Draft Plan
- Comment Log (Excel)
- Final Plan

TASK 6: COUNCIL REVIEW AND APPROVAL

City staff anticipates a total of three (3) City Council presentations with the first a City Council Study Session held at the completion of the Draft Plan. The other two presentations would be associated with the completion of the Final Plan. The Final Plan will be presented separately to the Arroyo Grande Planning Commission for recommendation of adoption and to the City Council for adoption. For the presentations, KTUA will prepare presentation materials, and assist City staff with the presentations.

SUMMARY OF EXPECTED DELIVERABLES:

- Presentation Materials (Power Point) (3 meetings)
- City will provide adoption documentation

TASK 7: PROJECT MANAGEMENT AND MEETINGS

Key members of KTUA's team such as the project manager Jacob Leon and Principal Joe Punsalan along with team engineers and subconsultant project managers will attend a virtual kick-off meeting with the City and Caltrans staff. KTUA will also lead monthly status meetings with the City and Caltrans staff. Agendas and meeting minutes for each meeting will be prepared. KTUA will be responsible to provide project oversight and coordination as necessary for prompt and successful completion of all contract services.



6 | PROJECT UNDERSTANDING & WORK PLAN | Schedule

CITY OF ARROYO GRANDE ACTIVE TRANSPORTATION PLAN		MONTHS																
CDD PROJECT NUMBER 22-099	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Task 1: Community Engagement and Data Gathering																		
1.1 Data Collection																		
1.2 Plan and Policy Review																		
1.3 Data Analysis																		
1.4 Existing Conditions and Needs Assessment Report																		
Task 2: Recommendations and Implementation Plan																		
2.1 Recommendations																		
2.2 Implementation Plan																		
Task 3: Public Outreach																		
3.1 Outreach Plan																		
3.2 Targeted Outreach (2-3 pop up events)																		
3.3 Conduct (2) Community Workshops																		
3.4 Online Engagement																		
3.5 Outreach Chapter																		
Task 4: Stakeholders Working Group (SWG)																		
4.1 Conduct five (5) Stakeholder Working Group Meetings																		
Task 5: Draft and Final Plan																		
5.1 Administrative Draft Plan																		
5.2 Draft Plan																		
5.3 Final Plan																		
Task 6: Council Review and Approval																		
6.1 City Council Study Session (Meeting #1)																		
6.2 City Council Presentation (Meeting #2)																		
6.3 City Council Presentation (Meeting #3)																		
Task 7: Project Management and Meetings																		
7.1 Kickoff Meeting																		
7.2 Monthly Coordination Meetings																		

ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined this Request for Qualifications
- Is thoroughly familiar with its content
- Is authorized to represent the proposing firm; and
- Agrees to perform the work as set forth in the specification and this proposal.

Firm Name and Address:	KTU&A							
	3916 Normal Street							
San Diego, CA 92103								
Contact Name:	Joe Punsalan							
Email: joe@ktua.com	Fax: 619-294-9965	Phone: 619-294-4477 ext. 127						

Signature of Authorized Representative:	Date:
Amurada	1/17/2023

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes	х	No
-----	---	----

If yes, explain the circumstances.

Executed on 1/17/2023 at

<u>KTU&A</u> under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Consultant Representative

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: <u>36 Years</u>

Describe fully the last five contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Reference No. 1						
Customer Name	City of Atascadero					
Contact Individual	Ryan Hayes, PE					
Telephone & Email	805-470-3424 rhayes@atascadero.org					
Street Address	6500 Palma Avenue					
City, State, Zip Code	Atascadero, CA 93422					
Date of Services	2018 - 2020, Phase I; Phase II Ongoing					
Contract Amount	\$78,370					
Description of Service	^S The El Camino Real Downtown Traffic Calming and Corridor Plan is a visioning and design plan that outlines preferred recommendations for future corridor improvements incorporating complete streets and road diet concepts. KTUA created public participation materials for workshops, stakeholder meetings, and City Council presentations, and developed concepts for future transportation needs and placemaking. As part of this project, concepts that incorporated roadway cross-sections and the reuse of available right-of-way due to road diets were analyzed for operational improvements, travel delays, pedestrian signal timing, and accessibility improvement recommendations.As a result of the redesign, flexible use parking spaces were added to support the needs of the local businesses. These parking spaces can be open for everyday use and closed off for events, providing the City flexibility of the space.					
Project Outcome	KTUA worked closely with the City and traffic engineers to develop concepts to help the City reuse space for events. The concept of a ramblas with median parking was selected by City Council to take into further design development since it provided all the needs for traffic calming, additional parking, pedestrian and bicycle safety, placemaking, shade trees, and flex space for events. Project deliverables included final concept and report, traffic engineering analysis, tree pallet, and urban greening toolbox. KTUA is currently working on Phase II, developing the conceptual design and Construction Documents.					

Reference No. 2						
Customer Name	Local Government Commission					
Contact Individual	Lare Bloodworth					
Telephone & Email	916-448-1198 ext. 302 lbloodworth@lgc.org					
Street Address	980 9th St., Suite 1700					
City, State, Zip Code	Sacramento, CA 95814					
Date of Services	Start: 2/2022 - Ongoing					
Contract Amount	\$102,990					
	combination of multi-use paths and bike lanes along State Route 158. Priority areas were identified for pedestrian and bicycle improvements to major destinations along the June Lake Loop. Pedestrian and bicycle improvements, non-infrastructure programs, established priority corridor segment details and cost estimates for future implementation projects were included as part of the plan. Special emphasis was placed on connections to businesses and between June Lake Beach and Silver Lake, with June Lake Village, the highest priority. A multi-day charrette that included walk audits, stakeholder meetings, a community workshop and two pop-up workshops were well attended and allowed residents and visitors a chance to provide input. Online surveys were also available to provide additional input. Community engagement focused on efforts to engage residents who can't afford a car or are not able to drive, i.e. children, seniors and low-income residents.					
Project Outcome	The plan assessed the feasibility of a multi-use trail where possible to provide a separated facility for bicycle and pedestrian use. Enhanced pedestrian crossings were recommended at specific locations where safety was a concern. The project addressed the issues mentioned through public input that was supported by residents, Mono County staff and Caltrans.					

Reference No. 3	
Customer Name	City of Santa Ana
Contact Individual	Zed Kekula
Telephone & Email	714-647-5606 ZKekula@santa-ana.org
Street Address	20 Civic Center Plaza
City, State, Zip Code	Santa Ana, CA 92702
Date of Services	2015 - 2019 (ATP) Multiple Projects
Contract Amount	\$447,389 (Multiple Projects)

Description of Services

(Three Projects) The **Downtown Complete Streets** study area focused on the connections between the Regional Transportation Center (SARTC) and Downtown.

KTUA continued the planning effort for **Central Santa Ana Complete Streets** and created StoryMaps to keep residents informed and to address technical topics. The city identified five existing corridors for the study with the goal of adding connections between them and adding new corridors for a complete network. The eleven recommended corridors were selected based on public input, as well as in-depth analysis of land use and activity centers; existing and proposed bike and pedestrian facilities; street classifications; average daily trips; transit routes; and bike and pedestrian collisions.

The recommended projects from the two Complete Streets plans served as the basis for grant funding applications. As a result, the city has obtained more than \$20M in grants to prepare engineering and implementation plans.

The goal of the **Santa Ana Active Transportation Plan** was to create a walkable, bikeable, livable and vibrant city.

Project Outcome

The objectives of the plan were to: improve multi-modal safety and accessibility for all users; foster livable and healthy communities and promote social equity; provide balance for a complete multi-modal system; and create grant ready project fact sheets to enable the city to obtain design and implementation funding.

Awards: 2019 APA OC Transportation Planning Merit Award, 2019 SCAG Sustainability Award, Active, Healthy and Safe Communities, Central Santa Ana Complete Streets | 2016 APA Orange County Transportation and Best Practices Awards, and 2015 ULI Orange County Sustainability Award, Downtown Santa Ana Complete Streets Plan

Reference No. 4						
Customer Name	County of Santa Barbara					
Contact Individual	Mark Friedlander					
Telephone & Email	805-568-3576 mkfriedlander@cosbpw.net					
Street Address	123 East Anapamu Street					
City, State, Zip Code	Santa Barbara, CA 93101					
Date of Services	2021 - 2022					
Contract Amount	\$38,000					
Description of Services						

The **Santa Maria River Levee Trail Study** is a comprehensive feasibility study that explores the constraints or obstacles to developing the envisioned bike and pedestrian trail. In collaboration with the County of Santa Barbara, KTUA led the community/public outreach and visualization for a proposed six-mile trail along the Santa Maria River Levee. The trail is intended to connect the communities of Santa Maria and Guadalupe and is part of a larger trail segment that further connects to the beach. KTUA worked closely with the adjacent agricultural landowners, operators and growers, and various stakeholders including SLOCOG, SCAG, the County of SLO, and several others. KTUA also worked closely with the communities and hosted various workshops, pop-up events, and other interactive outreach methods through the school districts and other community organizations.

Project Outcome

To help assist in understanding the project, KTUA developed a series of static renderings along with an animation of the key trail features.

Reference No. 5						
Customer Name	City of Goleta					
Contact Individual	James Winslow (now with Itak in Portland, OR)					
Telephone & Email	503-415-2351 James.Winslow@otak.com					
Street Address	(City of Goleta) 130 Cremona Drive, Suite B					
City, State, Zip Code	Goleta, CA 93117					
Date of Services	2016-2018					
Contract Amount	\$149,951					
Description of Service Project Outcome	¹⁵ The City of Goleta Bicyce and Pedestrian Master Plan project tasks were designed to determine where there were bicycle network and sidewalk gaps and other potential existing facility needs. Because most improvements would be at specific locations, knowledgeable citizen input helped determine which locations to address. Having the community help pinpoint issues and gaps was crucial, making robust community outreach very important to the project success. Project Outcome: To ensure community participation, KTUA worked with the City to develop resources including regular email press releases through the City's Monarch Press online newsletter, online and paper surveys, an online comment map and "pop-up" workshops were conducted as part of the annual Goleta Lemon Festival and at a farmers' market. This format allowed the team to introduce the project to the public in a casual setting and quickly get input from many people. In addition, the team distributed postcards directing people to the online survey and comment map, and urged them to watch the Monarch Press for upcoming project announcements. The team's diverse outreach toolkit was instrumental in addressing the City's concern with thorough community outreach. The City of Goleta's regular updating and close cooperation with the team's outreach efforts resulted in an unprecedented response. Over 1,600 people completed the online survey and contributed to the online comment map. Using the GIS-based comment map's geo-referenced citizen input, KTUA developed a "heat map" highlighting the locations that received the most comments. The top 30 locations were further analyzed and compiled into a list of locations with specific recommended improvements. With such a robust response rate, the City can use the comment analysis and resulting recommended project list to prioritize improvements for future grant applications.					

8 | APPENDIX | KTUA Key Personnel Resumes | Joe Punsalan | Principal Transportation Planner



EDUCATION

 B.A., Geography, California State University, Sacramento, 1998

REGISTRATIONS

- ITE Professional Transportation Planner
- LEED Green Associate
- 2006 GISP, GIS Certification Institute #53646
- League of American Bicyclists League Certified Instructor #2005

AFFILIATIONS

- Association of Pedestrian and Bicycle Professionals, Student Outreach Chair, San Diego Chapter
- Rails to Trails Enhanced Bicycle Facilities Document Peer Review
- Mira Mesa Planning Group: Transportation Subcommittee Chair

AWARDS

- 2022 APA San Diego Award of Merit, Transportation Planning, Imperial County Transportation Commission Regional Active Transportation Plan
- 2020 ASLA San Diego Award of Merit;
 2019 APA California, Comprehensive Plan Small Jurisdiction; 2019 APA Inland Empire Comprehensive Plan Small Jurisdiction, Award of Excellence, San Jacinto Trails Master Plan
- 2019 APA Inland Empire Comprehensive Plan - Large Jurisdiction, Riverside Transit Agency First & Last Mile Mobility Plan, Award of Excellence
- 2019 APA San Diego Achievement Award, Vista Townsite Dr. Corridor Plan
- 2019 SCAG Sustainability Award for Active, Healthy and Safe Communities; and 2019 APA OC Transportation Planning Merit Award: City of Santa Ana - Central Complete Streets Plan
- 2019 APA Central Coast Award of Merit, Paso Robles Bicycle Master Plan
- 2017 APA Inland Empire Honor Award, Temecula Multi-Use Trails and Bicycle Master Plan Update

Joe Punsalan is a principal and senior transportation planner at KTUA. Joe manages large-scale active transportation planning projects such as complete street plans and corridor studies, active transportation plans, first/last mile connectivity, etc. He is responsible for scope development, data analysis, public engagement and facilitation of walk and roll audits and demonstration projects, report writing, grant writing and reporting, and staff and consultant team management. He has a background in GIS for mapping, research and analysis, and uses a simplified approach to displaying complex methodologies. As an avid cyclist, Joe understands the roadway conditions and obstacles that face cyclists and pedestrians. Utilizing his first-hand knowledge, he applies federal, state, and regional standards to address these challenges and increase user safety.

CITY OF ATASCADERO EL CAMINO REAL DOWNTOWN TRAFFIC CALMING AND CORRIDOR PLAN

Team leader in charge of conceptual designs, report development, city council presentation and subconsultant management. Facilitated workshops and city council presentations and regular status meetings. Assisted in developing traffic calming and placemaking concepts for review and community outreach.

CITY OF SANTA ANA ACTIVE TRANSPORTATION PLAN

Project manager in charge of organizing and overseeing all tasks for the project. Scheduled, facilitated, and presented at all workshops and advisory group meetings. Coordinated outreach efforts, existing conditions, community engagement, project development, cost estimation, and document production. Assisted in project identification, prioritization, and design; and Story Map development. Coordinated team efforts on 35 priority project cutsheet assignments, design, and review.

COUNTY OF SANTA BARBARA SANTA MARIA RIVER LEVEE TRAIL STUDY

Principal planner overseeing the community/public outreach, in collaboration with the County of Santa Barbara, and visualizations for a proposed six-mile trail along the Santa Maria Levee. KTUA will be developing a series of static renderings along with an animation of the key trail features.

COUNTY OF SANTA BARBARA SANTA YNEZ TRAIL ALIGNMENT STUDY

Principal planner. KTUA developed a trail suitability model that incorporates environmental and biological constraints in conjunction with origin, destination, and routing input from the project Technical Advisory Committee. Final trail routing and braiding, user-types, and cost-estimates will be determined for seven trail alternatives with site input from the team biologist, including a trail alternative in Caltrans right-of-way.

CITY OF PASO ROBLES BICYCLE AND PEDESTRIAN MASTER PLAN

Project manager responsible for task assignments and budgeting for a project with a seven-month schedule. Additional duties included outreach coordination, stakeholder meetings, workshop coordination and facilitation, and data collection. Assisted in developing a bicycle-pedestrian propensity model for identifying hot spots for pedestrian improvements and overall project prioritization. Developed criteria for bicycle and pedestrian facility assessment, project and program development.

JUNE LAKE LOOP ACTIVE TRANSPORTATION PLAN, MONO COUNTY

Principal-In-Charge of overall project oversight, quality control and fiscal administration. Assisted with multi-day charrette facilitation, organization, and scheduling. Worked with LTC staff and Caltrans on State Route 158 recommendations, project and program development. Assisted with document production, QA/QC, and presentations to local officials.

8 | APPENDIX | KTUA Key Personnel Resumes | Jacob Leon | Project Manager | Outreach Facilitator



EDUCATION

 Bachelor of Landscape Architecture, Cal Poly, San Luis Obispo

REGISTRATIONS

2014, LEED Green Associate

AFFILIATIONS

- American Society of Landscape Architects
- Association of Pedestrian and Bicycle Professionals

SPECIAL SKILLS

Spanish Fluency

AWARDS

- 2022 APA Inland Empire Award of 2022 APA San Diego Award of Merit, Transportation Planning, Imperial County Transportation Commission Regional Active Transportation Plan
- 2020 APA Inland Empire, Comprehensive Plan- Large Jurisdiction, Prado Regional Park Master Plan
- 2020 Circulate San Diego Healthy Community Award; APA San Diego Transportation Planning Award of Merit; City of National City INTRA-Connect Plan
- 2020 ASLA San Diego Award of Merit; 2019 APA California, Comprehensive Plan Small Jurisdiction; 2019 APA Inland Empire Comprehensive Plan Small Jurisdiction, Award of Excellence, San Jacinto Trails Master Plan
- 2019 APA Central Coast; 2018 AP-WA-California Central Coast Project of the Year, Special Studies Under \$2M Category; Goleta BMP Award of Excellence
- 2019 APA Central Coast-Paso Robles BMP Award of Merit
- 2019 SCAG Sustainability Award for Active, Healthy and Safe Communities; and 2019 APA OC Transportation Planning Merit Award: City of Santa Ana
 Central Complete Streets Plan
 - Central Complete Streets Plan

Jacob Leon is a senior associate planner and outreach facilitator at KTUA. His project responsibilities entail network and facility design, public outreach, technical drafting, and 3D modeling. He is an integral member of KTUA's tactical urbanism team, raising public awareness of the benefits of thoughtful urban design, safe pedestrian and bicycle accessibility, and green infrastructure. His strong background in 3D modeling and graphic design allows him to produce effective digital and printed media to help communicate design concepts. His experience in mobility planning projects include active transportation plans, complete streets plans, bicycle and pedestrian master plans. These projects entail network and facility design, public outreach, technical drafting, and 3D modeling. His experience in landscape architecture includes feasibility studies, site analysis, and park design. His passion for the outdoors and nature inspires him to advocate for holistic urban design.

CITY OF GOLETA BICYCLE AND PEDESTRIAN MASTER PLAN

Project manager/planner and outreach facilitator for improvements to the bike and pedestrian network in Goleta. Facilitated workshops and pop-up events at neighborhood meetings, community events, farmers markets and on the UCSB campus. Community input was crucial in identify network issues, gaps and other facility needs. Over 1,600 people completed the online survey and contributed to the online comment map.

CITY OF SANTA ANA ACTIVE TRANSPORTATION PLAN

Assistant project manager that supported all major tasks. Special focus on comprehensive community engagement strategies, events, and materials. Assisted the team with existing conditions analysis, project development, cost estimation, and document production. Helped identify project recommendations and assisted with the design and review of key priority projects.

IMPERIAL COUNTY ACTIVE TRANSPORTATION PLAN

Project manager. Responsible for day-to-day project communication needs between client and consultant team. Responsible for researching existing conditions, participating in community engagement events, and developing project recommendations for the final report. Moderated all internal and public meetings, monitored feedback collected through various engagement tools, and established project milestones to keep the project on schedule.

CITY OF ATASCADERO EL CAMINO REAL DOWNTOWN TRAFFIC CALMING AND CORRIDOR PLAN

Senior planner/outreach facilitator. Assisted with the development of complete street, traffic calming, and placemaking concepts to improve multi-modal access throughout the project corridor. Assisted in planning necessary exhibits for community workshops.

COUNTY OF SANTA BARBARA SANTA MARIA LEVEE TRAIL STUDY

Senior planner/outreach coordinator. Assisted with the public engagement process and materials development for this trail study. Experience with active transportation, landscape architecture, and grant writing were utilized to develop exhibits that effectively communicate complex design ideas into friendly, easy-to-understand graphics. Experience in working with under-represented communities was also valuable for all public engagement tasks.

CITY OF PASO ROBLES BICYCLE AND PEDESTRIAN MASTER PLAN

Assistant project manager responsible for scheduling project meetings, coordinating community outreach events, Spanish translation and interpretation, project analysis, recommendations, and document design. Assisted in branding the project by creating attractive and unique logo and support graphics for flyers, postcards, and all digital and social media.

8 | APPENDIX | KTUA Key Personnel Resumes | Alex Samarin | Assistant Project Manager | GIS Technical Manager



As an associate, Alex Samarin provides technical oversight for GIS workflows, and guides GIS analysis for assessing the impact of planning projects. He has a broad range of experience applying GIS in utilities management, transportation planning, and environmental analysis. Alex is passionate about projects that provide mutually beneficial solutions to the human-environment relationship. His previous work spanned regional transportation modeling, regional habitat connectivity, and utility network mapping.

EDUCATION

- M.A. Geography, (Natural Resource Management and Environmental Policy), San Diego State University, 2015
- B.A. Geography, (Geographic Information Systems), Minor, Environmental Law and Planning, UC Santa Barbara, 2008

REGISTRATIONS

 2021 GISP, GIS Certification Institute 160988

AFFILIATIONS

- Association of Environmental Professionals (AEP)
- Association of Pedestrian and Bicycle Professionals

AWARDS

- 2022 APA San Diego Award of Merit, Transportation Planning, Imperial County Transportation Commission Regional Active Transportation Plan
- 2022 APA Inland Empire Award of Merit, Transportation Planning, Ontario Recreation and Parks Master Plan
- 2020 APA Inland Empire, Comprehensive Plan- Large Jurisdiction, Prado Regional Park Master Plan
- 2020 Circulate San Diego Healthy Community Award; APA San Diego Transportation Planning Award of Merit; City of National City INTRA-Connect Plan

SBCAG SANTA YNEZ TRAIL ALIGNMENT STUDY AND GRANT APPLICATION

Project manager/grant writer for the Santa Ynez River Trail Alignment Grant Application, responsible for coordinating public outreach and GIS analysis for 2020 Santa Ynez River Trail Alignment Study and translating study results to Caltrans ATP Cycle 5 grant proposal. For the study, developed a trail suitability model that incorporates environmental and biological constraints in conjunction with origin, destination, and routing input from the project Technical Advisory Committee. The model was used in a least-cost trail routing algorithm run iteratively from multiple trail vertices to generate trail segment alternatives. Final trail routing and braiding, user-types, and cost-estimates will be determined for seven trail alternatives with site input from the team biologist, including a trail alternative in CalTrans right-of-way.

ISLA VISTA CLEAN MOBILITY PLAN

Project manager/GIS technical manager leading data collection effort to understand mobility infrastructure and barriers in Isla Vista using high-resolution aerial imagery; contributing to mobility survey development for distribution by IVCSD; conducting spatial analysis of modal networks and travel times to primary destinations; map production; and synthesis of travel mode and time data from UCSB and US Census sources.

JUNE LAKE LOOP ACTIVE TRANSPORTATION PLAN

GIS Manager, led the GIS processes for analysis and cartography, including mapping existing and missing mobility infrastructure, creating a pedestrian and bicyclist environmental quality index (PEQI/BEQI), and data-driven pages for map books and outreach material. Also assisted in presenting and engaging the public at outreach events such as walk audits, popup events, advisory group meetings, and public workshops.

UNIVERSITY OF CALIFORNIA SANTA BARBARA CAMPUS CIRCULATION MASTER PLAN

As a UCSB alumni, Alex brought an informed and passionate perspective to the UC Santa Barbara Circulation Master Plan project. Responsible for creating a novel network analysis method – called the Normalized Difference Accessibility Index (NDAI) – to describe the limited accessibility among all buildings on campus via walking and biking within the 10- and 15-minute class passing periods. Conducted a bike parking analysis for new development on campus to consider a balance among a range of bike racks types and capacities.

ADDITIONAL EXPERIENCE

- Big Pine Paiute Clean Mobility Needs Assessment
- City of Irvine Active Transportation Plan
- OCTA Active Transportation Plan

8 | APPENDIX | KTUA Key Personnel Resumes | Tom Bertulis | Senior Active Transportation Engineer



Tom Bertulis is a Senior Active Transportation Engineer at KTUA. He manages conceptual design projects, corridor studies, and active transportation projects. With a background in both traffic/civil engineering and transportation planning, Tom has authored dozens of transportation planning studies as well as led roundabout designs, traffic calming projects, and dozens of walkability audits. His skills include writing proposals, analyzing traffic flow, tracking budgets, lead-ing charrettes, and developing conceptual designs. He has developed local and national guidelines and taught bicycle/pedestrian planning classes. Tom has presented on sustainable transportation in half a dozen countries from Scotland to Brazil. He has worldwide experience and a global perspective that was cultivated through the four-hemisphere approach to sustainable transportation.

EDUCATION

- M.S. Civil Engineering, Northeastern University, Boston, MA, 2013
- B.S. Civil Engineering, Santa Clara University, Santa Clara, CA, 1996

REGISTRATIONS

- Professional Transportation Operations Engineer, 2013, TPCB (National) #3429
- Professional Engineer, State of Washington #41149, 2004

AFFILIATIONS

- National Committee of Uniform Traffic Control Devices (NCUTCD), Bicycle Technical Committee (BTC) Member
- Association of Pedestrian and Bicycle
 Professionals

AWARDS

- 2020 Circulate San Diego Healthy Community Award; APA San Diego Transportation Planning Award of Merit; City of National City INTRA-Connect Plan
- 2011 National Science Foundation (NSF) Urban Long-Term Research Area Exploratory Program (ULTRA-Ex) Grant Award

SPECIAL SKILLS

Spanish Fluency

ADDITIONAL ACCOMPLISHMENTS

- Designed first "contra-flow" bike lanes in Boston
- Research paper on "Advisory Bike Lanes"
- Created APBP Planning Guide

CITY OF SANTA ANA ACTIVE TRANSPORTATION PLAN

Senior transportation engineer for the corridor designs recommended in the Santa Ana Active Transportation Plan covering all corners of the City of Santa Ana. The redesigned streets, focused on improving multi-modal safety, equity, placemaking, and accessibility for all users, transform the livability of the city. Spearheaded the design of 35 complete streets corridors, including preliminary design, street design, and performing QA/QC of CAD drawings. Included the latest innovations in bicycle infrastructure design from the Netherlands in the design drawings.

CITY OF GRAND TERRACE MICHIGAN STREET COMPLETE STREET PLAN

Project manager responsible for the conceptual design, developing alternatives and cross-sections based on the results of the community workshops, and producing 30% conceptual plans based on feedback from the 10% design. The project goal was to make Michigan Street into a vibrant and attractive street that facilitates accessibility, walkability, bikeability, and activates spaces. A key part of the process was developing a Green Street Toolbox, with urban greening elements such as trees, planting, and hardscape materials. The final plan will support Michigan Street's integration into the City's CIP list and help pursue grant funding.

CITY OF ENCINITAS SANTA FE DRIVE CORRIDOR BIKE AND PEDESTRIAN IMPROVEMENTS

Project manager responsible for quality control and leading the development of 3D simulations, cross sections, and 30% design drawings. This includes denoting the areas of improvements on detailed aerials and on the cross sections. Provided field reviews to facilitate the team design process for the cycle track and the drainage design along the corridor. Served as liaison for the client and the other consultants. Prepared meeting materials.

UNIVERSITY OF CALIFORNIA SANTA BARBARA CAMPUS CIRCULATION MASTER PLAN

Team leader/senior active transportation engineer for a campus-wide circulation plan that promotes safe and convenient connection for all modes of transportation throughout the campus. TDM ideas to help reduce VMT and parking requirements were prepared. Curb management concepts and policies were also proposed. Through outreach and workshops, stakeholders provided input on a vision and issues regarding campus circulation. Alternatives and mitigation measures were developed to address the issues, deficiencies, and needs that were identified.

CITY OF NATIONAL CITY 8TH ST. AND ROOSEVELT AVE. ACTIVE TRANSPORTATION CORRIDOR GRANT Project manager. Provided design review and QAQC for the conceptual design, that provides an enhanced experience for people walking and biking in the area who desire low-stress travel away from motor vehicles, ADA accessibility, level of comfort at crosswalks and curb ramps as well as truck turning movements.

8 | APPENDIX | KTUA Key Personnel Resumes



MORGEN RUBY | SENIOR PLANNER

Morgen recently joined KTUA in 2022 as a Senior Planner, focusing on active transportation projects. She brings to KTUA both planning and design experience across active transportation, landscape planning and design, and placemaking projects from the private, public, and nonprofit sectors. Morgen feels that increasing transportation options both has a positive climate-impact by reducing the amount of on-road emissions, and increasing equitable access to healthy food, high-paying jobs, and education opportunities. She has extensive community engagement experience, developing innovative, education-based tools to fulfill project missions. She also enjoys data visualization, such as maps and infographics, to help make complex information digestible to residents of all ages and abilities.

EDUCATION

 M. Landscape Architecture, Cal Poly, Pomona

CITY OF BANNING COMPREHENSIVE ACTIVE TRANSPORTATION PLAN AND CITY OF LYNWOOD SAFE ROUTES TO SCHOOL PLAN

Assistant project manager providing assistance with overseeing subconsultants, data collection and analysis, GIS map production, graphic support, project research and report writing.

CITY OF SANTA ANA SAFE MOBILITY SANTA ANA UPDATE

Assistant project manager providing assistance with overseeing subconsultants, data collection and analysis, and GIS map production.

CITY OF MONTEBELLO FIRST LAST MILE PLAN

Assistant project manager providing assistance with overseeing subconsultants, data collection and analysis, GIS map production, graphic support, project research and report writing.



MARIELLA DELFINO | PLANNER/DESIGNER

Mariella Delfino recently joined KTUA in 2022 as a Planner/Designer. Her passion for Landscape Architecture derives from her upbringing. Growing up in a tricultural background allows her to see the world of design, environment, and social issues through different lenses. She is committed to using Landscape Architecture as a tool to fundamentally address change with social and environmental issues for different communities and cultures. She recently graduated from California Polytechnic State University - San Luis Obispo, earning her Bachelor's Degree in Landscape Architecture.

EDUCATION

 B. Landscape Architecture, California Polytechnic State University - San Luis Obispo

CALTRANS NATIONAL CITY CLEAN PROGRAM - EASTSIDE, NATIONAL CITY, CA

Project planner providing support for the Caltrans Clean Program. Assisting team in the facilitation of public input and the development of 30% schematic plans for the proposed multi-purpose path and community plaza.

CITY OF MENIFEE PARKS MASTER PLAN

Project planner providing support for the parks master plan. Developed workshop graphics and assisted at community engagement activities. (KTUA Fee \$85,900)

PORT OF SAN DIEGO PEPPER PARK MASTER PLAN

Project planner providing support for the expansion of Pepper Park from 2 acres to nearly 3.2 acres. Pepper Park is located on the San Diego Bay in National City and is part of the greater plan from the City to provide beach front park space.

Central Coast Transportation Consulting Traffic Engineering & Transportation Planning

Joe Fernandez, PE, AICP

Summary Joe Fernandez has worked as a transportation planner and traffic engineer in California since 2002. He has successfully managed dozens of complex studies including transportation impact analyses, travel demand forecasting studies, traffic operations studies, traffic engineering designs, and multimodal planning studies. As both a Certified Planner and Professional Engineer, he specializes in the development of solutions that are both technically sound and fitting with communities' planning principles. **Certification: California Civil Engineer #70594, exp. 6/2023**

 Principal, Central Coast Transportation Consulting Founder and lead project manager. Responsible for project scoping, budgeting, schedule adherence, and client satisfaction. 	2011-Present
 Senior Engineer/Planner, Fehr & Peers Transportation Consultants Served as project manager for complex transportation projects. Responsible for project scoping, budgeting, schedule adherence. Led companywide multi-modal level of service research effort. Responsible for technical analysis and quality control for a wide variety of projects, including traffic operations, travel demand forecasting, multi-modal planning, and traffic engineering design. 	2004-2010
 Transportation Planner, San Luis Obispo Council of Governments (SLOCOG) Assisted with Regional Transportation Plan, transit unmet needs analysis. 	2003
 Planning Intern, City of Arroyo Grande Prepared staff reports, assisted in bike plan update. 	2002

Michelle Matson, PE, TE

Summary Michelle Matson has 18 years of engineering experience in transportation planning, traffic engineering, project management, design, grant writing, and contract preparation. She has prepared traffic impact studies, roadway safety analysis, bikeways plans, safe routes to school plans, traffic signal plans, traffic control plans, and roadside sign and striping plans.

Career History

 Senior Transportation Engineer, Central Coast Transportation Consulting Manages projects, leads design projects, assists with proposals, and provides QA/QC. 	2018-Present
 Engineer I-III, San Luis Obispo County Department of Public Works Acted as County Traffic Engineer and managed County Traffic Regulation Codes, collision database, roadway safety plan, speed limits, and data collection programs. Developed major updates to the County Bikeways Plan and served as the secretary to the Bicycle Advisory Committee. 	2006-2018
• Worked toward state and federal mandates including curve warning signs, sign reflectivity, and signal timing upgrades.	
 Managed and designed projects from initiation through construction and operation. 	
 Prepared roadway, traffic signal, traffic control, and roadside sign and striping plans. 	
• Developed corridor studies, completed operational and safety studies, prepared grants, assisted with GIS integration, calculated road impact fees, forecast traffic indexes, and issued transportation and encroachment permits.	

EXHIBIT "B" SCHEDULE OF SERVICES

6 | PROJECT UNDERSTANDING & WORK PLAN | Schedule

CITY OF ARROYO GRANDE ACTIVE TRANSPORTATION PLAN		MONTHS																
CDD PROJECT NUMBER 22-099	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Task 1: Community Engagement and Data Gathering																		
1.1 Data Collection																		
1.2 Plan and Policy Review																		
1.3 Data Analysis																		
1.4 Existing Conditions and Needs Assessment Report																		
Task 2: Recommendations and Implementation Plan																		
2.1 Recommendations																		
2.2 Implementation Plan																		
Task 3: Public Outreach																		
3.1 Outreach Plan																		
3.2 Targeted Outreach (2-3 pop up events)																		
3.3 Conduct (2) Community Workshops																		
3.4 Online Engagement																		
3.5 Outreach Chapter																		
Task 4: Stakeholders Working Group (SWG)																		
4.1 Conduct five (5) Stakeholder Working Group Meetings																		
Task 5: Draft and Final Plan																		
5.1 Administrative Draft Plan																		
5.2 Draft Plan																		
5.3 Final Plan																		
Task 6: Council Review and Approval																		
6.1 City Council Study Session (Meeting #1)																		
6.2 City Council Presentation (Meeting #2)																		
6.3 City Council Presentation (Meeting #3)																		
Task 7: Project Management and Meetings																		
7.1 Kickoff Meeting																		
7.2 Monthly Coordination Meetings																		

EXHIBIT "C" COMPENSATION

Grand Total Co

49,944	CCTC TOTAL COST	5					000,0010	NUCA FULLICUST	210								
\$484	Material Direct Costs	Material					\$13,000	Direct Costs	Travel & Material Direct Costs	Trav							
\$49,460	Direct Labor Costs:	Direct 1					\$186,800	Direct Labor Costs:	Direct								
				32	154					1386	346	470	80	364	16	110	Total Hours By Staff
\$ 6,680	-		32	0	22	10	\$ 11,140	\$ 10,340	\$ 800	66	0	22	•	22	0	22	Task 7 Totals
5	5,800	\$• '	28		20	80		ω	÷.	60		20		20		20	7.2 Monthly Coordination Meetings
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	at a fa															ings	7 Project Management and Meetings
\$ 6.250	\$ 6.040	5 210	28	0	16	12	\$ 13,500	\$ 10,200	\$ 3,300	72	•	32	•	\$	•	•	Task 6 Totals
\$ 1,830	\$ 1,760	\$70	00		4	4	\$ 3,960	\$ 2,860	\$ 1,100	20		00		12			6.3 City Council Presentation (Meeting #3)
\$ 2,210	\$ 2,140	\$70	10		6	4	\$ 3,960	\$ 2,860	\$ 1,100	20		00		12			6.2 City Council Presentation (Meeting #2)
\$ 2,210	\$ 2,140	\$ 70	10		б	4	\$ 5,580	\$ 4,480	\$ 1,100	32		16		16			6.1 (Meeting #1)
																	6 Council Review and Approval
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																ssessmen	1 Existing Conditions and Needs Assessment
Task	Labor Cost			\$100	\$190	\$250	Task	Labor Cost	<u> </u>	Task	\$105	\$125	\$145	\$155	\$175	\$190	
Costper		Travel &	Hours per	Name	Michelle Matson	Joe Fernandez	Cost per		Travel &	Hours per	Mariella Deffino	Morgen Ruby	Alex Samarin	Jacob Leon	Tom Bertulis	Joe Punsalan	
				Staff	Senior Transportation Engineer	Principal					Planner/ Designer	Senior Planner / Designer	Associate / GIS Manager	Senior Associate	Senior Associate	Principal	City of Arroyo Grande Active Transportation Plan CDD Project Number 22-099
			C	CCTC							UA	KTUA					

KTUA	HOURLY RATE
Senior Principal	\$205
Principal	\$190
Senior Associate II	\$175
Senior Associate I	\$155
Associate II	\$145
Associate I	\$135
Senior Designer/Planner II	\$125
Senior Designer/Planner I	\$115
Designer/Planner	\$105
Administration	\$85

CCTC	HOURLY RATE
Principal Engineer	\$250
Senior Engineer/Designer	\$190
Engineer I-III	\$100-\$125
Admin./Graphic	\$95

EXHIBIT "D" INSURANCE

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of

(BB&K 2017)

City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

- 1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all Consultants, and subcontractors to do likewise.
- 2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.
- 3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
- 4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
- 5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including

any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

- 6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- 7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
- 8. Certificate(s) are to reflect that the insurer will provide 30 day notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- 9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to City.
- 10. Consultant agrees to ensure that subContractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subContractors and others engaged in the project will be submitted to City for review.
- 11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and

further agrees that it will not allow any Consultant, subContractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or selfinsured retention must be declared to the City. At the time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

- 12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increase benefit to City.
- 13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- 14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- 15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
- 16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

- 17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- 18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
- 20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- 21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
- 22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.