



CITY COUNCIL
Staff Report

Meeting Date: May 22, 2018

To: Mayor and City Council

From: Kevin Crawford, City Manager

Staff Contact: Craig Williams, Senior Engineer
Craig.williams@carlsbadca.gov or 760-602-2734

Subject: Professional Services Agreement with Chen Ryan Associates, Inc. for an amount not to exceed \$365,000 for the preparation of the Sustainable Mobility Plan.

Recommended Action

Adopt a Resolution authorizing execution of a Professional Services Agreement with Chen Ryan Associates, Inc. for an amount not to exceed \$365,000 for the preparation of the Sustainable Mobility Plan.

Executive Summary

Staff is recommending that the City Council authorize the execution of a Professional Services Agreement (Agreement) for the preparation of the Sustainable Mobility Plan (Plan). The Plan will facilitate the implementation of the Mobility Element of the General Plan and the Climate Action Plan. The Carlsbad Municipal Code, 3.28.060, requires that the City Council shall be the awarding authority for procurement of professional services when the value exceeds \$100,000. This Agreement is subject to this requirement.

Discussion

The Plan will identify a vision, policies and actions to complete a network of multi-modal travel options for people of all ages and abilities. It will analyze the city's current active transportation network, analyze where current and future travel demand is, recognize gaps in the system, identify and prioritize where opportunities to fill those gaps are and provide recommendations for an improved travel network that will better serve Carlsbad's residents, workers and visitors.

On July 28, 2017, the city issued a Request for Qualifications (RFQ) for professional services to prepare the Sustainable Mobility Plan. On Aug. 31, 2017, five proposals were received and a selection committee composed of city staff reviewed and evaluated the submittals. The proposals were evaluated on the quality of each consultant's experience, performance of similar work, ability to provide the services, project approach and cost.

Based on a review of the RFPs and the negotiation of an acceptable scope of work and fee, in accordance with the city's Purchasing Policies and Procedures Manual, staff recommends awarding the Agreement for the preparation of the Sustainable Mobility Plan to Chen Ryan

Associates, Inc. in an amount not to exceed \$365,000. The term of the Agreement ends on Feb. 28, 2019.

Fiscal Analysis

The city has received a grant from the Caltrans Sustainable Communities Program for \$300,000. The City Council approved the acceptance of the grant award and appropriated funds to cover the grant amount on Aug. 23, 2016. A contract with Caltrans was executed on May 8, 2017. Funding for the Plan is available from the Transportation Mobility Programs Operating Budget. The available funds and estimated costs for the Plan are shown in the following table:

TRANSPORTATION MOBILITY PROGRAMS OPERATING BUDGET	
Current Appropriation – Transportation Mobility Programs Operating Budget	\$550,000
Current Expenditures/Encumbrances	\$107,680
TOTAL AVAILABLE FUNDS	\$442,320
SUSTAINABLE MOBILITY PLAN	
Professional Services – Chen Ryan Associates, Inc.	\$365,000
REMAINING BALANCE AFTER PLAN COMPLETION	\$77,320
ADDITIONAL APPROPRIATION NEEDED	\$0

Next Steps

Staff will work with Chen Ryan Associates, Inc. to prepare the Plan. Staff will return to the City Council for approval of the Plan which will then be used to develop project requests for inclusion in the city’s Capital Improvement Program, as well as to guide private development projects.

Environmental Evaluation (CEQA)

As part of its approval of the Comprehensive General Plan Update and Climate Action Plan on Sept. 22, 2015, the City Council adopted City Council Resolution No. 2015-242, certifying Environmental Impact Report EIR 13-02 and adopting Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program. The action is within the scope of the prior environmental review documents, and no further environmental review is required under CEQA Guideline Section 15162.

Public Notification

This item was noticed in accordance with the Ralph M. Brown act and was available for public viewing and review at least 72 hours prior to the scheduled meeting date. A robust public outreach program will be conducted in conjunction with the development of the Plan.

Exhibits

1. City Council Resolution.

RESOLUTION NO. 2018-078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CHEN RYAN ASSOCIATES, INC. FOR AN AMOUNT NOT TO EXCEED \$365,000 FOR THE PREPARATION OF THE SUSTAINABLE MOBILITY PLAN.

WHEREAS, the City Council of the City of Carlsbad, California has determined that it is necessary and in the public interest to prepare a Sustainable Mobility Plan; and

WHEREAS, under Carlsbad Municipal Code section 3.28.060, the Department of Public Works solicited a Request for Qualifications (RFQs) from consultants for the preparation of the Sustainable Mobility Plan and received a total of five RFQs from qualified consulting firms; and

WHEREAS, subsequent to a review of the RFQs, Chen Ryan Associates, Inc. has been identified as the most qualified consultant for the preparation of the Sustainable Mobility Plan; and

WHEREAS, staff and Chen Ryan Associates, Inc. have negotiated the scope of work and fee not to exceed \$365,000 to provide the professional services; and

WHEREAS, General Operating Funds and the Caltrans Sustainable Communities Program Grant have previously been appropriated to the Transportation Mobility Programs Operating Budget for the preparation of the Sustainable Mobility Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:


1. That the above recitations are true and correct.
2. That the mayor is authorized and directed to execute the Professional Services Agreement with Chen Ryan Associates, Inc. in an amount not to exceed \$365,000 for the Sustainable Mobility Plan, which is attached hereto as Attachment A.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the 22nd day of May, 2018, by the following vote, to wit:

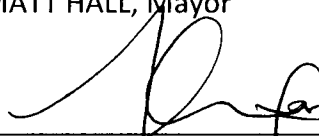
AYES: M. Hall, K. Blackburn, M. Schumacher, C. Schumacher, M. Packard.

NOES: None.

ABSENT: None.

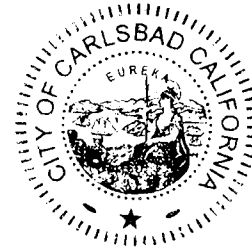


MATT HALL, Mayor



BARBARA ENGLESON, City Clerk

(SEAL)



**AGREEMENT FOR SUSTAINABLE MOBILITY PLAN SERVICES
CHEN RYAN ASSOCIATES, INC.**

THIS AGREEMENT is made and entered into as of the 24th day of May, 2018, by and between the CITY OF CARLSBAD, a municipal corporation, ("City"), and CHEN RYAN ASSOCIATES, INC., a California corporation, ("Contractor").

RECITALS

- A. City requires the professional services of a consultant that is experienced in transportation planning.
- B. Contractor has the necessary experience in providing professional services and advice related to transportation planning.
- C. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

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

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

This Agreement will be effective from the date first above to February 28, 2019. The City Manager may amend the Agreement to extend it for one (1) year period or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

5. COMPENSATION

The total fee payable for the Services to be performed during the initial Agreement term will be Three Hundred Sixty-Five Thousand Dollars (\$365,000). No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or Services specified in Exhibit "A".

Incremental payments, if applicable, should be made as outlined in attached Exhibit "A".

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating

in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverage and Limits.

Contractor will maintain the types of coverage and minimum limits indicated below, unless the Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). \$1,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2 Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will 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.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

<u>For City</u>	<u>For Contractor</u>
Name <u> Craig Williams </u>	Name <u> Brian Gaze </u>
Title <u> Senior Engineer </u>	Title <u> Project Manager </u>
Department <u> Public Works </u>	Address <u> 3900 Fifth Ave, Suite 210 </u>
<u> City of Carlsbad </u>	<u> San Diego, CA 92103 </u>
Address <u> 1635 Faraday Av </u>	Phone No. <u> 6197956086 </u>
<u> Carlsbad, CA 92008 </u>	Email <u> bgaze@chenryanmobility.com </u>
Phone No. <u> 760.826.9523 </u>	

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all four categories.

Yes No

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTION AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

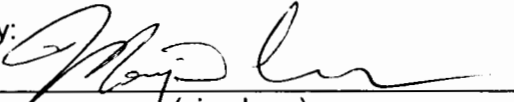
This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR
CHEN RYAN ASSOCIATES, INC. a
California corporation

CITY OF CARLSBAD, a municipal
corporation of the State of California

By: 


(sign here)

By: 

Matt Hall
Mayor

Monique Chen / President
(print name/title)

ATTEST:

By: 

(sign here)



Barbara Engelson
City Clerk

Stephen Cook / Vice President
(print name/title)

If required by City, proper notarial acknowledgment of execution by contractor must be attached.
If a corporation, Agreement must be signed by one corporate officer from each of the following
two groups.

Group A
Chairman,
President, or
Vice-President

Group B
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant
secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

CELIA A. BREWER, City Attorney

BY: 

Deputy City Attorney



**State of California
Secretary of State**

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

126
1/8

FILED
Secretary of State
State of California

MAR 04 2016

1. CORPORATE NAME

Chen Ryan Associates, Inc.

2. CALIFORNIA CORPORATE NUMBER

C3479780

This Space for Filing Use Only

26/25/PC

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 3900 Fifth Avenue, Suite 210	San Diego	CA	92103
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 3900 Fifth Avenue, Suite 210	San Diego	CA	92103
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ Pres. Monique Chen	3900 Fifth Avenue, Suite 210	San Diego	CA	92103
8. SECRETARY Stephen Cook	3900 Fifth Avenue, Suite 210	San Diego	CA	92103
9. CHIEF FINANCIAL OFFICER/ Monique Chen	3900 Fifth Avenue, Suite 210	San Diego	CA	92103

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME Monique Chen	3900 Fifth Avenue, Suite 210	San Diego	CA	92103
11. NAME Sherry Ryan	3900 Fifth Avenue, Suite 210	San Diego	CA	92103
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: 0

Agent for Service of Process If the agent is an individual, the agent must reside in California and item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

Monique Chen

	CITY	STATE	ZIP CODE
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 3900 Fifth Avenue, Suite 210	San Diego	CA	92103

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Transporting planning and traffic engineering services

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

DATE: 2/9/16 TYPEPRINT NAME OF PERSON COMPLETING FORM: Stephen Cook TITLE: Secretary SIGNATURE: [Signature]

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A – SCOPE OF WORK FOR CARLSBAD SUSTAINABLE MOBILITY PLAN

1- PROJECT INITIATION AND ADMINISTRATION

TASK 1.1 PROJECT KICKOFF MEETING WITH CALTRANS STAFF

The Chen Ryan Team will hold a project kick-off meeting with staff from Caltrans and the City of Carlsbad’s Recreation, Planning, Economic Development, and Transportation Departments to review project goals and strategies, refine the scope of work and objectives, identify current available data, establish communication channels and social media support strategies, and finalize the public outreach components, schedule, and approach. Of importance will be the review of the data request memo to be developed by the Chen Ryan Team in advance of the meeting. Chen Ryan Associates will also develop clear roles and responsibilities between the consultant team and the City regarding how best to approach the city to ensure maximum buy-in and participation throughout the life of the project.

TASK 1.2 INVOICING AND QUARTERLY REPORTS

Chen Ryan will provide the City of Carlsbad with monthly invoices. These will include a cover sheet, detailed description of work performed, copies of all reimbursable expense receipts, and subconsultant invoices. Additionally, an accounting table will be prepared to track project expenditures by task, identifying the budget allotted, total and percent of budget expended, and percent of task completion. Chen Ryan will provide the City of Carlsbad Project Manager with quarterly reporting content, including tangible evidence and fiscal records as required. Upon completion of the project, Chen Ryan will submit a project closeout report and deliver associated datasets and budgetary materials necessary to close out the project to the satisfaction of the City of Carlsbad Project Manager.

Task Deliverables
<ul style="list-style-type: none"> • Finalized Work Plan • Kickoff meeting agendas, minutes, and meeting materials • Invoicing and Quarterly Reports; Project Correspondence

2- COMMUNITY OUTREACH

TASK 2.1 OUTREACH FRAMEWORK REPORT

The Chen Ryan Team will review the final Outreach Framework Report developed by the City’s existing outreach contract partner and provide comments.

TASK 2.2 STAKEHOLDER WORKING GROUP DEVELOPMENT

The Chen Ryan Team will work with the City Project Manager to develop a Stakeholder Working Group (SWG) list of local and regional representatives, including representatives from NCTD, San Diego County Health and Human Services, mobility advocates, commercial and business associations (such as Carlsbad Village Association, Chamber of Commerce, etc.), homeowner’s associations, hotel associations, emergency responders, appropriate school districts and key employers’ human resource representatives, among others. Multiple City departments will have a role on the SWG, including economic development, recreation, communication, planning, transportation, and police department staff.

TASK 2.3 STAKEHOLDER WORKING GROUP MEETINGS

Three (3) SWG meetings are anticipated over the life of the project. This task includes conducting City and

the consultant team's planning sessions approximately one month in advance of each SWG meeting to define meeting objectives and agenda, presentation content and materials, and the facilitation approach.

The Chen Ryan Team will lead development of the technical information and presentation materials and facilitation tools/materials for the three meetings. Recording of discussion points and outcomes will be documented, along with a concise, written summary report after each SWG meeting. The City will conduct all notification and Working Group outreach, as well as coordination of meeting venues.

SWG meetings will be varied in terms of location, subject matter, and format. Meetings may include site visits/walking meetings to and around proposed project locations or school sites to observe pickup and drop-off behaviors and issues, meetings to tour local businesses' efforts to implement TDM measures, or any number of potential alternative meeting types.

When meetings occur in traditional settings, The Chen Ryan Team will provide SWG members unable to attend in person with the ability to attend via conference calls or screen-shares and provide any meeting materials subsequently as a virtual meeting. The Chen Ryan Team will work closely with the City to develop meeting content.

TASK 2.4 PROJECT WEBPAGE AND SOCIAL MEDIA

Chen Ryan Associates will provide the City with draft narrative and recommendations for content organization/menus to be hosted on the City's website at up to six (6) occasions during the project as the process advances and additional information/content becomes available. The Chen Ryan Team will also create a set of recommendations for specific social media postings to support driving participants to the webpage and other project activities.

TASK 2.5 SCHOOL-BASED OUTREACH

Chen Ryan Associates will lead this effort. Project team staff will lead one walking site assessment at up to 14 schools. The purpose of the assessments will be to observe transportation, land use and safety issues and document them in the existing conditions section of the final report.

Chen Ryan will utilize Esri's ArcGIS Online, Survey123, and AppStudio services for field data collection and evaluation. This information will be exported into GIS to assist with existing conditions reporting and basemapping.

TASK 2.6 PUBLIC ENGAGEMENT

The Chen Ryan Team will lead the design and facilitation of two (2) community engagement activities in collaboration with the City. The purpose of the activities will be to inform the community about the project purpose and latest developments, and to collect input on community priorities for the City's future mobility programs and projects in the near and long terms.

Preparation and Production - Design one (1) notice (English and Spanish) for each activity for distribution by the City and partners in hardcopy and electronic formats. The Chen Ryan Team will develop and produce technical information in presentation and handout formats, create facilitation and community input tools and handouts, along with Spanish translation professionals and equipment to support group presentations/discussions. It is assumed that City staff will secure the details relating to the locations of the activities.

Format and Facilitation – The consultant will coordinate with the City to define the objectives and format for each engagement activity. The format may include one or more of the following formats: drop-in style open house, presentations from the project team, large group facilitation, small group facilitation, mapping exercises, and/or priority-setting exercises. A digital kiosk may be available for utilizing input tools on the

project website, if appropriate. A facilitation guide and training/guidance for other team members will be provided prior to the start of each workshop.

Summary Document - The Chen Ryan Team will summarize the input collected via flipchart pages, wallgraphics, comment cards and other methods in a concise summary report for submittal to the City.

TASK 2.7 EMPLOYER OUTREACH

The Chen Ryan Team will support up to two (2) employer-specific outreach events. The outreach will take place in two different locations to contact a maximum number of businesses and employees. City staff will be responsible for identifying and promoting the two events.

TASK 2.8 OUTREACH SURVEY

The Chen Ryan Team will provide recommendations to the City on how to integrate the outreach survey findings as part of other outreach activities in this planning process, and/or will review the findings from the outside consultant. City staff and/or other consultants will be responsible for distributing, collecting and summarizing the outreach survey.

TASK 2.9 ONGOING COMMUNITY EVENTS

The Chen Ryan Project Manager will work with City Transportation and Economic Development departments to identify up to two (2) community events at which to have a “pop-up” presence. City staff will be responsible for identifying and promoting the two events.

The format will be designed with simple display information and input methods/forms that allow participants to quickly learn about the project, and to provide meaningful input in a short timeframe. Spanish language format will also be provided.

The goal of the events is to increase knowledge of the SMP effort and thus participation from residents throughout the City, and can occur at distinct phases of the project to provide unique opportunities for feedback and public comment.

TASK 2.10 ADDITIONAL STAKEHOLDER OUTREACH ACTIVITIES AND MATERIALS

Chen Ryan Associates will lead the development of up to two (2) public materials (fact sheets or similar) to support the planning effort. The fact sheets will highlight key concepts or outcomes of the plan, promote alternative transportation and transportation choices, or other topics as directed by City staff. Design of the sheets will be easy to use and access in hardcopy and web-based formats.

TASK 2.11 OUTREACH SUMMARY

Chen Ryan Associates will take the collected outreach materials and results from the above tasks and develop a graphical outreach summary document. The document will feature maps of identified issues, high-level summary analyses and crosstabs, and pictures from the events. Comments will also be compiled in a Microsoft Excel tracking matrix that identifies the comment itself, the comment theme/type of comment, venue, and other information.

Task Deliverables	
<ul style="list-style-type: none"> • One round of review and comment on Outreach Framework • Stakeholder Working Group list of contacts; Up to three (3) stakeholder working group meetings, including all agendas, minutes, and meeting materials 	

- Up to fourteen (14) school-based assessments, including meeting notices, exhibits, and summaries of comments received as determined by the City Project Manager
- Up to two (2) community engagement activities and all materials, including meeting notice, exhibits, and summary of comments received
- Up to two (2) employer outreach events and all materials, including meeting notice, exhibits, and summary of comments received
- Up to two (2) community events and all materials, including meeting notice, exhibits, and summary of comments received
- Additional outreach materials, including up to two (2) fact sheets or similar, all exhibits, and summary of comments received
- Content for project website
- Outreach summary technical memo and all associated digital files

3- EXISTING CONDITIONS TASK- MOBILITY ASSESSMENT & GAP ANALYSIS

TASK 3.1 ACTIVE TRANSPORTATION INFRASTRUCTURE ASSESSMENTS AND INVENTORY

The consultant team will produce a comprehensive GIS geodatabase inventory and gap analysis, and subsequent field verification/assessments.

Database Development - The Chen Ryan team will begin by completing the database exercise with final datasets from the CATS, Trails Master Plan, and Mobility Element to compare against the older data created as part of the City's Bicycle and Pedestrian Master Plans in the late 2000's. The effort will generate a .gdb geodatabase that is compatible with the city GIS database.

Gap Assessment – Consultant will create a comprehensive list of existing infrastructure gaps using the following categories:

- **Spot gaps:** Small, parcel-sized items like missing or broken sidewalks, poorly-designed intersections or freeway crossings, lack of pedestrian lighting, trees, crosswalks, bicycle detection technologies, and other small-scale improvements that could be addressed individually as part of a Capital Improvement Program or other local funding sources
- **Network gaps:** Larger, systemic gaps in high-quality bicycle and pedestrian networks- these have been identified most recently as part of the CATS effort, in previous Citywide Bicycle and Pedestrian Master Plans, and are often scheduled for implementation as part of a resurfacing/repaving plans, or as a condition of new developments.

Field Assessments and Supplemental Data Collection - The Chen Ryan Team will review recent data collection and field verifications completed by Circulate San Diego to document information necessary to complete several distinct types of multi-modal analysis, including bicycle network development, pedestrian improvements, transit integration and traffic operations analysis.

Examples of information to be reviewed during data review and field assessments include but are not limited to the following:

- ROW widths
- Number of lanes and posted speeds
- Traffic volumes
- Traffic controls
- Transit ridership and service frequencies
- Reliability of transit service
- Transit stop amenities
- Location of on-street parking and street furniture
- Pedestrian deficiencies such as missing curb ramps, obstructions, and sidewalk gaps
- Pavement condition
- Existing bicycle facilities
- Barrier/obstructions to cyclists and pedestrians

TASK 3.2 MULTI-MODAL LEVEL OF SERVICE ANALYSIS

Chen Ryan will develop an existing baseline Level of Service database which potential changes can be measured against, and they will summarize the performance of the City's existing mobility network based on the City's current MMLOS methods and standards. In addition, Chen Ryan will compare results to the Carlsbad MMLOS tool, using the data collected by Circulate San Diego, and the Florida DOT Bicycle Level of Service (BLOS) and Pedestrian Level of Service (PLOS) methodologies.

TASK 3.3 SUPPLEMENTAL ACTIVE TRANSPORTATION ANALYSES

Chen Ryan Associates will utilize the analysis tools below:

Cycling Levels of Traffic Stress (LTS) Analysis – The consultant team will apply LTS methodology to the field condition data collected by Circulate San Diego and analyze bicycling conditions within the City. LTS scores are attributed to roadway links and may be used to model low-stress bicycling connectivity between sets of origins and destinations.

Pedestrian Environment Quality Evaluation (PEQE) - The PEQE tool assesses various characteristics that encourage walking based on segment, intersection and mid-block conditions. Examples of these characteristics include but are not limited to horizontal buffer, street lighting, clear pedestrian zone, posted speed limit, cross-walk distance and treatment, traffic control, ADA compliance, etc. The quality of the pedestrian environment is categorized as High, Medium or Low, and will be used to help assign priority in the project development phase.

TASK 3.4 DEMAND ANALYSIS

The consultant will apply priority models for pedestrian and bicycle travel modes to identify areas across the City with relatively higher likelihood for generating and attracting active transportation trips. These models will draw from a variety of data inputs, such as demographic data, population and employment density, existing networks, and specific land uses. The models will be fine-tuned with additional inputs, or by removing inputs, to better reflect variables thought to influence local conditions.

By combining the results from above mentioned models, a Transit Access Needs Model will also be developed. This model will identify catchment areas for all major transit stops in Carlsbad with increased potential for walking or cycling trips, as well the barriers most in need of improvement to induce new transit ridership.

Origin and Destination Data Analysis and Model Verification - As part of this effort, the consultant will analyze recently recorded observations of travel patterns. They will process the data by matching the trip origin and destination zones with land use information to identify primary travel flows and infer trip

purpose (such as for trips during the morning peak hour). The analysis will include the distribution of trip origins and destinations, trip length for trips originating and ending in specific zones, parking and pass through activity.

TASK 3.5 EQUITY ANALYSIS

Chen Ryan Associates will review recent statewide and local measures of health, demographic, and fiscal equity that are used in the ranking and prioritization of capital project grant applications at the regional and statewide levels. This approach ensures that only the most competitive projects are targeted for grant funding, and helps to conserve staff time on grant applications for non-competitive projects.

Criteria to be included include CalEroScreen3.0, SANDAG Healthy Communities Atlas, and the 2010 US Census, among others. For Safe Routes to School improvements, Free and Reduced Meal percentages by school site will be used to assist in determining prioritization. Based on consultation with the City Project Manager, selected sub-criteria and additional datasets may be considered.

TASK 3.6 SAFETY ANALYSIS

The Chen Ryan Team will collect and analyze available bicycle and pedestrian-related collision data to identify driver/cyclist/pedestrian issues. Data will be collected through the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS) and UC Berkeley's SafeTREC Transportation Injury Mapping System (TIMS). Patterns in time of day, time of year will be examined and documented, and will form the basis of subsequent project recommendations

TASK 3.7 MOBILITY ASSESSMENTS

Walking and Biking Field Reviews. In addition to the public, the SWG and City staff will be invited to attend up to five (5) field review exercises that will serve two purposes - develop a "user perspective" to verify and qualify the gap assessments conducted as part of this task.

The assessments will begin with a brief overview of the day's activities, including a primer on the SMP and what the team will be evaluating in the field. While on the guided route, participants will be asked to take photos, videos, and evaluate the public realm. Following the assessments, a traditional report-out session will be held, and Chen Ryan Associates will provide notes to the City after each event.

TASK 3.8 TRANSIT AND TDM BASELINE ASSESSMENTS

The Chen Ryan Team will review the City-provided assessment of existing transit service in the City, including fixed route, demand response, and commuter rail services. Route ridership, stop and route performance, and a physical assessment of high-volume stops will be noted and documented to identify first/last-mile gaps, and to evaluate and inform the feasibility and competitiveness of non-motorized access improvements around the station/stop areas within the City's jurisdiction.

The transit access/demand model results from Task 3.4 will be incorporated to verify the findings of the assessment and set the stage for identifying the areas of greatest opportunity for successful implementation of plan recommendations. Results will be included as a chapter in the Existing Conditions Report.

TASK 3.9 EXISTING CONDITIONS REPORT

Chen Ryan Associates will combine the analysis and key findings of Task 3 into a comprehensive existing conditions report, which will document the planning context and current conditions and future opportunities and constraints of bicycle, pedestrian, transit, and school access.

Task Deliverables

- Updated database of Sustainable Mobility Plan digital files in ESRI shapefile and/or geodatabase format
- Smartphone app and associated content
- Multi-modal Level of Service Analysis and map/shapefile(s)
- Level of Traffic Stress Analysis and map/shapefile(s)
- Demand Analysis Maps, postprocessed origin-destination (StreetLight) data with local land use information, white paper describing trip-making characteristics of people making trips to, from and through Carlsbad
- Equity descriptive text and map/shapefile
- Safety descriptive text and map/shapefile
- Mobility Assessment forms and summary of all comments received
- Incorporation of City-provided Transit and Transportation Demand Management Assessment methodology and baseline assessment documents
- Demand Analysis Maps
- Transit and Transportation Demand Management Assessment methodology and baseline assessment documents
- Draft and Final Existing Conditions Report, maps, and file geodatabases

4- RECOMMENDATIONS AND IMPLEMENTATION, SUSTAINABLE MOBILITY PLAN DEVELOPMENT

TASK 4.1 BICYCLE AND PEDESTRIAN MASTER PLAN UPDATES

The plan updates will be developed chiefly as administrative updates - taking the existing gaps in the planned networks found in the various citywide and specific plans (Bicycle, Pedestrian, Trails, CATS, and Village and Barrio Plans, among others), and layering onto their network and programmatic recommendations. Then, the findings of the SRTS, TDM, and transit access efforts described below will be added to the layers.

In addition to the gap analysis efforts, special attention will be paid to developing content and ensuring consistency with Caltrans Active Transportation Plan requirements that have changed since the earlier adoption of the Bicycle and Pedestrian Plans. In addition, developing design recommendations consistent with new guidance for bicycle and pedestrian infrastructure treatments, including midblock crossings, reverse-angle parking, intersection treatments such as two-stage bike boxes, and Class IV cycle-tracks, among others.

TASK 4.2 TDM PROGRAM

The team will review the City's concurrent efforts to create a Transportation Demand Management (TDM) Program designed to identify preferred TDM strategies and first-last mile improvement opportunities for

residents of all ages, and mobility needs. Key takeaways for the SMP effort will be to identify opportunities to include:

Development of Transit Strategies

The team will review the City's current consultant's work identifying existing transit options in Carlsbad including NCTD Coaster, Breeze, Flex, and Lift service, and provide an assessment of current first/last mile access options to identify opportunities for greater impact.

Chen Ryan will review the consultant's recommendations of transit access strategies to expand the reach of transit through closing gaps within varying sheds of accessibility to high volume transit stops, such as Carlsbad Village and Carlsbad Poinsettia Coaster stations and Oceanside's nearby Sprinter stops, enhanced efforts for increasing transit awareness and information, and improving station area access through multimodal connectivity, parking management, and shared mobility solutions.

Integration of TDM Strategies

The Blueprint will incorporate select comprehensive Transportation Demand Management concepts from the ongoing TDM planning effort.

Estimating benefits of TDM and Transit Strategies

The Chen Ryan team will review the City's case study research from the California Air Pollution Control Officers Association (CAPCOA) will be used to estimate potential GHG and VMT reductions associated with all recommended Transit and TDM strategies. Strategies to be reviewed should include, but are not limited to, the following:

- Bicycle infrastructure improvements
- Bicycle parking
- Bike share programming
- Car share programming
- Developer guidelines
- Information and marketing
- Parking management
- Pedestrian infrastructure improvements
- Rideshare matching
- Taxi partnerships
- Transit pass subsidies
- Vanpool programming
- Supplemental wayfinding and signage

TASK 4.3 CITYWIDE SAFE ROUTES TO SCHOOL BLUEPRINT

Using the school assessment and engagement opportunities under the school-based outreach task, Chen Ryan will provide both infrastructure and non-infrastructure recommendations for up to 14 schools.

Each of the schools will receive two distinct engineering elements as part of this blueprint: Site Improvement Plans and Suggested Routes to School maps consistent with MUTCD requirements. The Site Improvement Plans will be a list of potential infrastructure projects in plan-view, and will feature notes on signage and striping recommendations, new traffic control measures, and potential pick-up and drop-off recommendations.

Develop SRTS Engineering Toolkit with City of Carlsbad Staff

The Chen Ryan team will develop a SRTS toolkit of anticipated design and engineering treatments consistent with the SMP Design Guidelines. This toolkit will establish parameters for facility selection, based

on characteristics such as support of planned bicycle and access to transit networks, street type, and functional classification. If specific countermeasures or facilities require warrants or traffic volume or turning movement analyses, these will be documented in the toolkit.

TASK 4.4 VILLAGE AND BARRIO IMPLEMENTATION BLUEPRINT

Following approval of the Village and Barrio Master Plan, the Chen Ryan team will develop an implementation plan for identified multi-modal projects in the Village and Barrio area. Special attention will be paid to overcoming the barriers present in the NCTD right of way, including potential issues with grade separation and cut-and-cover concepts, evaluating high-volume beach access traffic mitigation strategies, and potential cycle track or other protected bikeway facilities. Results will be included as a chapter in the SMP.

TASK 4.5 MOBILITY HUB BLUEPRINT

SANDAG has examined needs for mobility hubs and developed a catalog of mobility hub features envisioned at high-volume transit station locations throughout the County, including the two COASTER stations in Carlsbad. Based on this catalog, the Chen Ryan Team will conduct a feasibility assessment of what should and can fit on the two sites based on demand and opportunity, including bikestation, loading areas, parking and transit.

These features would include issues related to universal design, shared mobility services (including bike share and loading for mobility services that enable access outside of the walkshed), integration of mobility technology, placemaking, fare media, bicycle parking, excellent pedestrian infrastructure within a half mile walkshed, and context-appropriate shared, unbundled, managed and paid parking. This assessment would be included as a chapter in the SMP.

TASK 4.6 TRAILS PLAN INTEGRATION

Following the adoption of the Trails Master Plan, the Chen Ryan team will integrate the infrastructure and programmatic recommendations of the Trails plan into all citywide exhibits found in the SMP, and will update the project GIS database accordingly. Any recommendations proposed for City-owned property will be evaluated for potential bundling with nearby on-street improvements, including pedestrian improvements to better connect neighborhood sidewalks to trailheads, on-street protected bikeways to soft-surface bicycle trails, and other logical connections between facility types. Results will be included as a chapter in the SMP.

Task Deliverables	
<ul style="list-style-type: none"> • Updated Bicycle and Pedestrian Master Plans consistent with Caltrans requirements • Relevant Chapters in Sustainable Mobility Action Plan for Tasks 4.2-4.6 	

5- COMPLETE STREETS DESIGN GUIDELINES & ACTION PLAN

TASK 5.1 COMPLETE STREETS DESIGN GUIDELINES

Develop baseline - The team will begin by reviewing the existing mobility and active transportation plans, including, in particular, the Mobility Element. These documents have set forth numerous policies, street typologies and modal priorities that will be used as the basis for the Complete Streets guidelines. The team will also review the City’s current street standards and guidelines.

Engage future users - The Complete Streets guidelines will be a topic within a stakeholder workshop or client discussion. What obstacles do staff face when trying to implement a design? What processes could be improved? What new and innovative tools does the City want or need to include in the guide? The team will provide the city a list of potential design treatments and, together with the city, identify which design treatments are appropriate to be included in the city's guidelines.

Stakeholder working group participation and up to six phone calls with the client will be needed to accomplish this task. Stakeholder/public outreach will be needed at these stages: 1) issue/obstacle identification 2) review of initial cross-sections / design workshop and 3) review of draft document.

Consult new research and guidance - In addition, new guidelines from NACTO, FHWA, and AASHTO have guidance that Carlsbad may want to include as part of their guidelines. The team will review 10-15 documents as agreed upon with the City for applicability to Carlsbad.

Guidelines Draft - The City of Carlsbad has already defined its multimodal vision, created street typologies, applied those types to city streets, and defined modal priorities. A Design Guidelines document will provide detailed implementation guidebook in a concise, graphic-rich document that applies the City's policies to example streets. A potential outline for the effort is shown below.

- Purpose and need: Discuss use of guide
- Relationship to other guidance (city, state, national)
- Network and connectivity: Highlight value of a connected network as the basis of a complete street.
- Street users: Discuss the design needs and characteristics of different users.
- Right-of-way tradeoffs: Step by step guide on typical tradeoffs faced in design decision making. This process is the focus of numerous large-scale studies across the country. For this guideline, the team will focus on collating existing policy documents to provide the practitioner with direction on what to consult and how to think through benefits and drawbacks of assorted designs.
- Cross-section elements: Brief description and guidance on the siting and design of items within the right-of-way. Numerous guidance already exists on topics such as sidewalk design, bicycle lane design, and low-impact design. If the city wishes, the team can collate guidance on these elements into the guideline. Or, the team might focus on elements such as shared mobility pick-up and drop-off, flexible use of the curb zone, shared streets, transit-only lane design, or protected intersections.
- Green Streets: Description and guidance on how to incorporate low-water xeriscape design and stormwater treatments as they relate to the other aspects of the respective designs.
- Typical cross-sections: The Mobility Element of the General Plan identifies 10 street types applicable to Complete Streets (an 11th type, Freeway, is not applicable here). Up to two example cross-sections will be created for each of the city's 10 street types. Up to five plan views will also be created to highlight transitions and show how streets work at intersections. If desired, the five plan view locations may be the same as or in addition to the locations selected for conceptual design in Task 5.3.

- Design controls: Based upon outreach, provide guidance on the topics that designers find most challenging (e.g. design speed, using traffic projections, Level of Service, etc.)
- Process and compliance: Include flow charts of typical project processes and places to integrate Complete Streets.

The vision for the guide is a 50-page document laid out in In Design like a handbook, with a half-page or page for each topic, to make the guide easy to use. The team will first create an annotated outline with graphic examples for approval by the City. Once approved, the Chen Ryan team will flesh the outline out into a draft document, including photos from Carlsbad and other locations to highlight concepts. Up to five (5) original graphics will be created to illustrate specific concepts. In total, the team will create twenty (20) cross-sections, five (5) plan views, and five (5) additional original graphics for the guidelines.

Finalize Complete Streets Guidelines - After comments from stakeholders/the public and the client, the team will revise the guidelines and finalize. These standards live in a separate document, but were also integrated into the City’s street standards. The team envisions a similar process, in which standards language that is sound as-is remains and is integrated into the guidelines, while new guidance from the guidelines is used to edit city standards.

TASK 5.2 COMPLETE STREETS ACTION PLAN AND PROJECT PRIORITIZATION

Chen Ryan will perform an assessment of all potential projects in this effort to develop a Complete Streets Action Plan. The Action Plan will focus on identifying community priorities and evaluating projects from a data-driven perspective to determine which projects may be candidates for locally-funded improvements, and those likely to benefit from grant funding.

Based on SWG feedback, CRA will develop a prioritization methodology that includes preliminary costs from Task 5.3 (like the Caltrans Benefit/Cost) ratio, or one that looks simply at measures of need and demand, and does not penalize projects based on cost. Regardless of how local municipalities and the PDT choose to treat cost, the team will develop a prioritization methodology using criteria likely to be used in grant applications, including, but not limited to the following measures:

- Population and employment within 1000' of the improvement
- Key destination land uses such as adjacent retail centers, parks, or schools within a quarter-mile of the improvement
- Collision histories near potential improvements
- CalEnviroScreen score of the project area
- Distance from station location
- Ability to bundle the improvement with other nearby potential improvements for a corridor or citywide improvement project through HSIP or similar

Task Deliverables	
•	Complete Streets Design Guidelines engagement and summary document, including summary of existing policies, typologies, potential new typologies, and stakeholder outreach to support the development of the Draft Guidelines
•	Project Prioritization scoring matrix and list of ten (10) priority projects

6- PROGRAM SUSTAINABILITY & TRANSFERABILITY ACTION PLAN

This task will focus on how to advise other communities on how they can apply this approach to improving mobility choices for residents and employees, funding these improvements, and encouraging economic development by marketing their communities as destinations for those interested in a more sustainable, active future.

TASK 6.1 PLAN PRESENTATION

Chen Ryan Associates will develop up to four (4) conference session abstracts at the direction of City staff. Venues are likely to include the local and state American Planning Association conferences, Institute of Transportation Engineers (ITE) Western Region, and Association of Environmental Professionals (AEP), among others.

Upon selection to present, Chen Ryan Associates will assist the City in developing an appropriate presentation media (PowerPoint, storyboards, etc.), and will present at up to (4) conferences alongside City staff.

TASK 6.2 ECONOMIC DEVELOPMENT BLUEPRINT

The consultant will include a section on the economic benefits to cities and businesses of improving transportation options for residents, workers and visitors.

TASK 6.3 SUSTAINABILITY PLAN MONITORING FRAMEWORK

The Chen Ryan Associates Team understands the requirements placed on cities to monitor and continually evaluate GHG, VMT, and other performance measures and will develop a framework document designed to provide a methodology and implementation plan for monitoring plan progress. Under this task, the project team will develop an on-going active transportation data collection plan that can support calculation of specific active transportation performance indicators.

Such measures might include bicycle and pedestrian counts, estimates of bicycle and pedestrian miles travel, mode shares by trip purpose, average minutes of cycling and walking per day, cycling/walking rates by subpopulations, sidewalk cycling, and cycling/pedestrian collision rates. The data collection plan will outline necessary data collection tools, data collection locations, and a schedule for data collection.

Task Deliverables	
<ul style="list-style-type: none"> • Up to four (4) presentations on the Plan and all associated content (applications, digital versions of presentations, etc.) • Monitoring and Framework Document 	

7- DRAFT & FINAL REPORTS

TASK 7.1 PREPARE DRAFT SUSTAINABLE MOBILITY PLAN

Chen Ryan Associates will compile all previous deliverables into a Draft SMP. Chapters will be clear, graphic-rich, and intended for a public audience:

Executive Summary - Brief description of key findings, project recommendations, funding and implementation measures

- Project Context - Summary of the purpose and need for the study, history of Carlsbad's efforts to become a leader in sustainable transportation
- Existing Conditions - Summary of the Task 3 documentation and assessment efforts
- Community Engagement – Summary of the Task 2 outreach effort and key findings from the engagement process
- Blueprints – Summary of Bicycle and Pedestrian Plan, SRTS, TDM/Transit, and Coastal Mobility Blueprint documentation
- Priority Projects and Conceptual Plans – Cost estimates, prioritization summary, and recommended implementation measures, visual summary of proposed mobility improvements recommended for near-term implementation
- Technical Appendices - Summary of outreach materials, photos, and other supporting documentation as needed

TASK 7.2 PREPARE FINAL SUSTAINABLE MOBILITY PLAN

The team will solicit public input on the Draft SMP, and following the review, Chen Ryan Associates will assemble all comments into a comments matrix. The Chen Ryan Project Manager will review the comments with the City Project Manager to determine appropriate responses. Chen Ryan Associates team will incorporate the appropriate reviews and deliver the Final Carlsbad Sustainable Plan in PDF, MS Word and InDesign formats, along with eight (8) printed copies. Eight (8) separate data DVDs will also be delivered to the City and Caltrans containing source GIS files, geodatabases, spreadsheets, and all other project content.

TASK 7.3 COUNCIL PRESENTATIONS, ADOPTION, AND PROJECT CLOSE-OUT

Chen Ryan Associates will support up to three (3) presentations to City Council representatives over the course of plan adoption.

Task Deliverables	
<ul style="list-style-type: none"> • • • • 	<p>Draft Sustainable Mobility Plan and list of comments received, response to comments document</p> <p>Final Sustainable Mobility Plan in digital and print formats</p> <p>Support for up to three (3) City Council presentations or similar</p> <p>Presentation Materials and Final Document deliverables, including eight (8) printed copies and eight (8) data DVD containing all project content</p>

Sustainable Mobility Plan - Fee Proposal

EXHIBIT A - Fee Proposal for Carlsbad Sustainable Mobility Plan - Chen Ryan Associates, Inc. (revised 3/5/18)

Task No.	Task Description	Chen Ryan			Total by Task
		Associates	MIG	Nelson Nygaard	
1	Project Initiation	\$ 9,150	\$ 990	\$ 820	\$10,960
1.1	Project Kickoff Meeting with Caltrans Staff	\$ 2,100	\$ 990	\$ 820	\$3,910
1.2	Invoicing and Quarterly Reports	\$ 7,050	\$ -	\$ -	\$7,050
2	Community Outreach	\$ 40,685	\$ 34,010	\$ -	\$74,695
2.1	Outreach Framework Report	\$ 480	\$ 990	\$ -	\$1,470
2.2	Stakeholder Working Group Development	\$ 825	\$ 600	\$ -	\$1,425
2.3	Stakeholder Working Group Meetings	\$ 8,320	\$ 9,080	\$ -	\$17,400
2.4	Project Webpage and Social Media	\$ 3,580	\$ -	\$ -	\$3,580
2.5	School-Based Outreach	\$ 5,810	\$ -	\$ -	\$5,810
2.6	Public Engagement	\$ 8,710	\$ 15,180	\$ -	\$23,890
2.7	Employer Outreach	\$ 4,600	\$ -	\$ -	\$4,600
2.8	Outreach Survey	\$ 620	\$ -	\$ -	\$620
2.9	Ongoing Community Events	\$ 2,080	\$ -	\$ -	\$2,080
2.10	Additional Stakeholder Outreach Activities and Materials	\$ 3,800	\$ 6,180	\$ -	\$9,980
2.11	Outreach Summary	\$ 1,860	\$ 1,980	\$ -	\$3,840
3	Mobility Assessment and Gap Analysis	\$ 65,420	\$ -	\$ -	\$65,420
3.1	Active Transportation Infrastructure Assessments and Inventory	\$ 8,440	\$ -	\$ -	\$8,440
3.2	Multi-Modal Level of Service Analysis	\$ 5,920	\$ -	\$ -	\$5,920
3.3	Supplemental Active Transportation Analyses	\$ 7,080	\$ -	\$ -	\$7,080
3.4	Demand Analysis	\$ 13,760	\$ -	\$ -	\$13,760
3.5	Equity Analysis	\$ 860	\$ -	\$ -	\$860
3.6	Safety Analysis	\$ 4,840	\$ -	\$ -	\$4,840
3.7	Mobility Audits	\$ 4,600	\$ -	\$ -	\$4,600
3.8	Transit and TDM Baseline Assessments	\$ 2,320	\$ -	\$ -	\$2,320
3.9	Existing Conditions Report	\$ 17,600	\$ -	\$ -	\$17,600
4	Sustainable Mobility Plan Development	\$ 102,480	\$ -	\$ -	\$102,480
4.1	Bicycle and Pedestrian Master Plan Updates	\$ 46,140	\$ -	\$ -	\$46,140
4.2	TDM Program	\$ 4,800	\$ -	\$ -	\$4,800
4.3	Citywide Safe Routes to School Blueprint	\$ 37,140	\$ -	\$ -	\$37,140
4.4	Village and Barrio Implementation Blueprint	\$ 4,800	\$ -	\$ -	\$4,800
4.5	Mobility Hub Blueprint	\$ 4,800	\$ -	\$ -	\$4,800
4.6	Trails Plan Integration	\$ 4,800	\$ -	\$ -	\$4,800
5	Complete Streets Design Guidelines and Action Plan	\$ 12,090	\$ -	\$ 64,180	\$76,270
5.1	Complete Streets Design Guidelines	\$ 5,470	\$ -	\$ 64,180	\$69,650
5.2	Complete Streets Action Plan and Project Prioritization	\$ 6,620	\$ -	\$ -	\$6,620
5.3	Conceptual Designs for Priority Projects	\$ -	\$ -	\$ -	\$0
5.4	Cost Estimates for Priority Projects	\$ -	\$ -	\$ -	\$0
6	Program Sustainability and Transferability Action Plan	\$ 8,640	\$ -	\$ -	\$8,640
6.1	Plan Presentation	\$ 4,360	\$ -	\$ -	\$4,360
6.2	Economic Development Blueprint (<i>Outside Source</i>)	\$ -	\$ -	\$ -	\$0
6.3	Sustainability Plan Monitoring Framework	\$ 4,280	\$ -	\$ -	\$4,280
7	Draft and Final Reports	\$ 26,535	\$ -	\$ -	\$26,535
7.1	Prepare Draft Sustainable Mobility Plan	\$ 11,670	\$ -	\$ -	\$11,670
7.2	Prepare Final Sustainable Mobility Plan	\$ 11,210	\$ -	\$ -	\$11,210
7.3	Council Presentations, Adoption, and Project Close-Out	\$ 3,655	\$ -	\$ -	\$3,655
	Total	\$ 265,000	\$ 35,000	\$ 65,000	\$365,000

*Professional Services Agreement
for the preparation of the
Sustainable Mobility Plan*



Sustainable Mobility Plan

- The Sustainable Mobility Plan will:
 - Facilitate the implementation of the Mobility element and the Climate Action Plan
 - Identify actions to complete a network of multimodal travel options.
 - Analyze the current active transportation network
 - Analyze current and future travel demand
 - Identify gaps in the current network
 - Identify opportunities to address the gaps

Sustainable Mobility Plan

- Process leading up to this item:
 - August 2016 accepted a Caltrans Sustainable Communities Grant
 - May 2017 executed Grant Agreement with Caltrans
 - July 2017 issued a Request for Qualifications
 - Reviewed the submittals and interviewed consultants
 - Identified Chen Ryan Associates, Inc. as the most qualified team and negotiated the scope and fee.

Recommendation

Adopt the Resolution authorizing execution
of the Professional Services Agreement with Chen Ryan Associates, Inc.
for an amount not to exceed \$365,000
for the preparation of the Sustainable Mobility Plan