

STAFF REPORT



ITEM NO. 7
CITY OF OCEANSIDE

DATE: December 4, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR A THOROUGHFARE AND TRAFFIC SIGNAL IMPACT FEE STUDY WITH VRPA TECHNOLOGIES INCORPORATED**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with VRPA Technologies, Inc., of San Diego, in the amount of \$96,861 for completing an engineering study to update the City's Thoroughfare and Traffic Signal Impact Fees; and authorize the City Manager to execute the agreement.

BACKGROUND

On September 19, 2012, the City Council certified the Final Program Environmental Impact Report (PEIR) for the Circulation Element Update. This document is the blueprint for Oceanside's transportation system development. At that time staff indicated a fee study would follow.

The City's current Thoroughfare Fees and Traffic Signal Fees represent arterial road improvements that predate the current Circulation Element. The fees for commercial and industrial development utilize outdated vehicle trip generation analysis and outdated cost estimates. For this reason, an update of the Thoroughfare Fee program is needed to assure that the City collects sufficient funds to complete arterial roads concurrent with development.

On September 19, 2012, the City Council adopted a "pass-through" of the SANDAG Regional Transportation Congestion Improvement (RTCIP) impact fee for residential development. That fee is currently \$2,209 per equivalent dwelling unit. Regardless of the results of the fee study, Oceanside will continue to collect at least the RCTIP minimum.

New development impacts the capacity of Oceanside's arterial streets by generating increases in vehicle trips to and from new homes and businesses. To ensure that the City's street circulation system grows in tandem with new development, the City collects Thoroughfare Fees and Traffic Signal Fees to pay for necessary street and traffic control infrastructure.

ANALYSIS

Study Details

The Circulation Element includes a statement of policy in favor of “Complete Streets”, which are a transportation policy and design approach that requires streets to be planned, designed, operated, and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation. The previous Circulation Element emphasized vehicle transportation, while the new Circulation plan explicitly adopts the Complete Streets concept as Oceanside policy. Therefore, the cost estimates for new arterial streets will include items such as sidewalk, bicycle lanes and curb ramps.

The Thoroughfare Fee will include all of the facilities included in Oceanside design standards including storm water mitigation requirements for new arterial roads such as curb inlets, street lighting and parkway landscaping. The Thoroughfare Fee is calculated for **new** improvements, and excludes costs to upgrade arterial streets that do not meet current Circulation Element standards. To address existing deficiencies, the City may use TransNet funds, which are not subject to the requirements of the California Mitigation Fee Act.

Traffic signals are an integral part of the arterial roadway system. For simplicity, when large developments both build new traffic signals and contribute to future traffic signals, a separate Traffic Signal Fee applies. The proposed fee update would include both the Thoroughfare Fee and the Traffic Signal Fee.

Selection Process

Staff invited proposals from the region’s engineering community. However, impact fee studies are a fairly narrow engineering specialty with few firms doing such work as a regular business. The City needs a consultant skilled in multiple disciplines: infrastructure planning, cost estimating, transportation modeling, and California law applicable to development fees.

Two firms replied with detailed proposals. Both are considered by staff as very qualified. Staff recommends VRPA Technologies over KOA Corporation because of greater experience of the personnel doing the cost estimating. VRPA Technologies’ cost proposal is \$27,860 more than KOA, but staff believes it represents a greater value in term of producing an accurate and defensible fee study. VRPA’s recent municipal client list for traffic fee studies include Madera, Coachella, Visalia, and Fresno. VRPA’s cost estimating subconsultant is NV5 (formerly Nolte), whose local project experience includes Encinita’s Leucadia Boulevard Streetscape project and the 4S Ranch Development in San Diego.

CITY OF OCEANSIDE
PROFESSIONAL SERVICES AGREEMENT

PROJECT: THOROUGHFARE FEE STUDY 425424561

THIS AGREEMENT, dated December 4, 2013, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY"; and VRPA Technologies, Inc., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: The CONSULTANT will complete a new fee study to support the CITY's Thoroughfare and Traffic Signal fees, which are exactions on new development. Using the recently adopted Circulation Element of the General Plan, the CONSULTANT will identify road segments requiring improvements, and prepare cost estimates for meeting the Circulation Element standards. Deficiencies will include improvements necessary to accommodate all modes of transportation and accessible access, which is the Complete Streets concept.

The CONSULTANT will determine the portion of the Circulation Element roads that can be funded by future development. Using the cost estimates and list of improvements, the CONSULTANT will develop a capital improvement plan with each project's cost, and identify whether the project is needed for an existing deficiency or for future growth.

The CONSULTANT will determine the basis for allocating infrastructure costs to future development by analyzing the growth in trip demand from the present-day to build-out in the Circulation Element growth model.

The fee study shall comply with California's Mitigation Fee Act. The study shall identify the purpose of the fee, the use of the fee revenue in the capital improvement program, and the relationship (nexus) between future development and the improvements to be funded with the fee revenue.

The CONSULTANT will analyze vehicle trips generated by different land uses, including "pass-by" trips to recommend a replacement for the current 75% discount within the current City fee calculation. The fees for residential development will not be less than required by the SANDAG Regional Transportation Congestion Improvement Plan (RTCIP).

The CONSULTANT's complete scope of services and list of deliverable work project is more fully described in Exhibit A, page 1-8, attached hereto and incorporated herein.

THOROUGHFARE FEE STUDY 425424561

2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **LIABILITY INSURANCE.**

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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THOROUGHFARE FEE STUDY 425424561

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

- 4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

THOROUGHFARE FEE STUDY 425424561

4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting CONSULTANT'S participation in this project.

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8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$96,861.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Engineer prior to performing any work that results in incidental expenses to CITY.

9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer by December 31, 2014.

10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

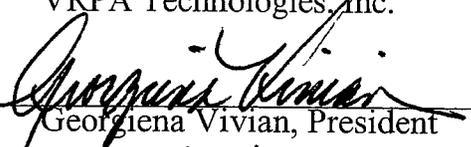
12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

13. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

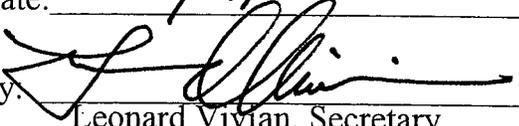
THOROUGHFARE FEE STUDY 425424561

14. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

VRPA Technologies, Inc.
By: 
Georgiana Vivian, President

Date: 11/19/13

By: 
Leonard Vivian, Secretary

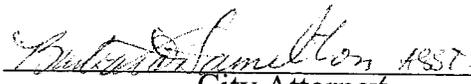
Date: 11/19/13

City of Oceanside

By: _____
City Manager

Date: _____

APPROVED AS TO FORM:


City Attorney

76-0712423
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

State of California)
County of Fresno)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On Nov. 19, 2013 before me, Der Lee, Notary Public,
(here insert name and title of the officer)

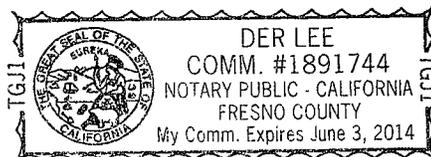
personally appeared Georgiana Vivian and Leonard Vivian

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)

General Information

Identification of Consultant



Legal Name & Address:

VRPA Technologies, Inc.
4630 West Jennifer, Ste. 105
Fresno, CA 93722-6422
Office: (559) 271-1200
Fax: (559) 271-1269

Firm Number: 12213, Expires August 3, 2016

State Women Business Enterprise: 12113, Expires March 1, 2014

Firm Locations, Years Founded, Number of Employees:

Fresno, 1988, 6 employees
San Diego, 1993, 3 employees
Massachusetts, 1998, 1 employee

State of California - Small Business/Microbusiness (SM/MB), OSDS ref. #23973. Expiration: Sept. 2013.

Federal ID Number:
76-071-2423

Number of Years in Business:

Twenty-four (24)

General and Automobile Liability:

Broker: HRH Professional Practice Insurance Brokers, Inc.

VRPA Technologies, Inc. Owners

Georgiena Vivian, President
Leonard Vivian, Vice President

General Liability Insurer:
Travelers Indemnity Company of CT,
\$1,000,000

Address of offices that will work on project:

4630 W. Jennifer, Suite 105
Fresno, CA 93722

Automobile Liability:
Travelers Property Casualty Co of AM,
\$1,000,000

9520 Padgett Street, Suite 213
San Diego, CA 92126

Workers' Compensation Liability:
Travelers Indemnity Company of CT,
\$1,000,000

Program Services:

Regional Transportation Planning/Engineering, Traffic Engineering, Transportation Financing, Public Outreach, Land Use, Housing & Environmental Planning (Environmental Reports, Traffic, Air Quality, Global Warming, Noise)

Professional Liability:
Continental Casualty Company, \$2,000,000

VRPA has the ability to provide insurance amounts and with coverage as noted in the Insurance requirements section.

Form of Organization:

California Corporation

Personnel:

- ◆ Georgiena Vivian, President – Principal, Project Manager
- ◆ Erik Ruehr, P.E., Director of Traffic Engineering
- ◆ Jeff Stine, Senior Transportation Planner

DBE Certification:

VRPA is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) and is certified by the City of Fresno, UCP

Identification of Subconsultant

To meet the requirements specified in the RFP, VRPA will enhance its services with those provided by NV5. Each team member is committed to the time constraints required to successfully complete the project.



BEYOND ENGINEERING

Nolte Vertical 5

15070 Avenue of Science, Suite 100

San Diego, CA 92128

Phone 858.385.0500

Email: sandiego_info@nv5.com

Personnel:

Mark Webb

Support Staff

Proposed Program Approach

INTRODUCTION

The City of Oceanside has established fee programs for new developments to contribute toward the cost of future traffic signals and roadway improvements based on the trip generation of each new development. Separate fee programs have been established for roadways through the City's Thoroughfare Fee Program and for traffic signals through the City's Traffic Signal Fee Program. The City recently approved a new Circulation Element of the General Plan and the intent of the project is to update the Thoroughfare and Traffic Signal Fee Programs to match the new Circulation Element.

In addition to the City's own need to fund future transportation improvements, the City participates in the Regional Transportation Congestion Improvement Plan (RCTIP) administered by the San Diego Association of Governments (SANDAG). The City currently meets its RCTIP requirements through the Thoroughfare Fee Program. Therefore, the updated Thoroughfare Fee Program will also need to be structured to meet this requirement. The current RCTIP fee is \$2,209 per dwelling unit and local agencies participating in the program must collect this fee, as a minimum, for each dwelling unit in the City. The current City of Oceanside fee for condominiums is \$2,040 per dwelling unit and the current fee for apartments is \$1,530 per dwelling unit. Therefore, the City collects a fee of \$2,209 for each of these types of developments in order to satisfy the minimum RCTIP regional fee requirements. The updated Thoroughfare and Traffic Signal Fee Program will need to include similar provisions for meeting regional requirements.

Two aspects of the current Thoroughfare Fee program will be re-examined as part of the proposed study:

- ◆ A 75% discount is given to non-residential developments
- ◆ No reduction is given to account for pass-by trips. Pass-by trips can be a substantial portion of the trips generated by some types of retail developments (for example, gas stations) and the inclusion of pass-by trips will be given consideration to determine whether it would result in a more equitable fee structure.

The VRPA Technologies team has prepared a detailed scope of work to accomplish the update of the Thoroughfare and Traffic Signal fee programs, as described below. Following is a description of individual phases and tasks.

Technical Approach

TASK 0 - PROJECT MANAGEMENT ACTIVITIES

Project initiation and coordination includes development of two (2) major efforts including coordination with the VRPA Technologies, Inc. (VRPA) Team, the City of Oceanside and other appropriate stakeholders over the duration of the Project, and the preparation of monthly progress reports.

- ✓ *Project Coordination* Coordination between the VRPA Team, the City, and other stakeholders will be very important given the nature of the study. VRPA will communicate with the City Project Manager and other involved staff via Project weekly status conference calls and or through strategically scheduled face-to-face meetings. Appropriate VRPA Team members will be invited to attend status conference calls or face-to-face meetings, as necessary.
- ✓ *Monthly Progress Reports* VRPA will prepare monthly progress reports (1 to 2 pages in length) and invoices for City review and approval, which will include the following:
 - Progress made during the previous month
 - Specific accomplishments of each task
 - Percent complete of each task
 - Successes or difficulties encountered and addressed
 - Any recommended project schedule adjustments
 - Costs incurred during the month
 - Costs to date

Notwithstanding the Progress Report, VRPA would immediately inform the City of any conditions or situations that could affect the detailed work plan, budget or schedule.

Deliverables: Project status conference calls and strategically scheduled face-to-face meetings to ensure close communication and coordination with City staff. Monthly progress reports and invoices.

TASK 1: KICK-OFF MEETING AND DATA COLLECTION

TASK 1.1 KICK-OFF MEETING

To initiate the Thoroughfare and Traffic Signal Fee Program update process, within the first week of project initiation, VRPA will work with City staff to schedule the kick-off meeting and will prepare the meeting agenda. VRPA and other members of the VRPA Team will attend the meeting, make a presentation, discuss VRPA Team and City roles and responsibilities, identify recommended methods of communication, discuss any refinements to the scope of work, schedule, and assignments, finalize critical Project deliverable milestones, and compile meeting notes. The kick-off meeting will include particular attention to setting up a realistic schedule that all parties will agree to meet.

TASK 1.2 DATA COLLECTION

Members of the VRPA Team will begin the data gathering process by providing the City with an advance list of documents and data that will be required to complete the Thoroughfare and Traffic Signal Fee Program Update. In conjunction with City staff, the VRPA Team will compile a list of traffic and mobility improvements that are identified in the General Plan Circulation Element.

Deliverables: Preparation for and attendance/facilitation of the Study kick-off meeting. Data collection.

TASK 2: COST ALLOCATION AND CALCULATION

TASK 2.1 IDENTIFY NEEDED CAPACITY INCREASING PROJECTS

The City's recently-adopted Circulation Element will form the basis of the transportation improvements that will be used for the fee calculation. The VRPA team will work with City staff to identify any changes which would have occurred since the adoption of the Circulation Element that should be incorporated into the process. In addition, the improvements will be described in greater detail than is presented in the Circulation Element in order to be suitable for the cost estimation process. The results will identify potential improvement projects required to address new development.

TASK 2.2 IDENTIFY IMPROVEMENT PROJECT SCOPE

The VRPA Team will prepare an evaluation and scope of each improvement project resulting from Task 2.1. Issues to be addressed during development of this task include the following:

- ✓ Environmental
- ✓ Right-of-way (ROW)
- ✓ Non-roadway infrastructure relocation and installation (utilities and other facilities)
- ✓ Construction costs

It is possible that some improvement projects will already be in process and may have cost estimates that are suitable for inclusion in the updated fee calculation. These projects will be identified and cost estimates will be gathered.

For those remaining improvement projects for which costs have not been identified previously or require a revised cost estimate, members of the VRPA Team will conduct brief field inspections of each improvement project corridor to confirm the limits of the project and to determine the construction aspects of each project.

The field inspection will also be used to evaluate any unusual features of a project that may significantly increase or decrease construction costs including environmental issues.

It is assumed that the City's GIS information will be available for the purpose of estimating the area needed for right-of-way acquisition. Where necessary, the VRPA Team will research right-of-way maps for each project at the City's offices for additional information. Following its research, the Team will provide estimates in Task 2.3 below for approximate right-of-way acquisition costs based on the information obtained from the record maps.

TASK 2.3 PREPARE PROJECT COST ESTIMATES

Following completion of Task 2.2, the VRPA Team will prepare order of magnitude cost estimates for each of the projects identified in Task 2.1 and further detailed in Task 2.2. Specific subtasks to be conducted by the Team include the following:

- ✓ Provide research to determine reasonable unit costs for each project. The Team will research previous projects and other information available from the City to formulate reasonable unit costs for each type of project
- ✓ A meeting between the VRPA Team and the City will be held to reach agreement on the unit costs and other input that the City may have, which could potentially affect the cost estimates.
- ✓ The Team will provide the cost estimates in the standard cost analysis format. At a minimum, the following information and a summary sheet will be prepared for each project cost estimate:
 - ☐ Brief Project Description
 - ☐ Project Location and Limits
 - ☐ Length of the Project
 - ☐ Environmental Issues and Mitigation Costs
 - ☐ Construction Costs
 - ☐ ROW Acquisition Costs
 - ☐ Traffic Signal Costs
 - ☐ Engineering Costs
 - ☐ Contingencies
 - ☐ Total Costs

Standard unit costs used for each estimate may be adjusted up or down based on the results of the field inspection of the site. Escalation rates for future projects are not included in this scope.

TASK 2.4 ALLOCATION OF COSTS TO EXISTING OR NEW DEVELOPMENT

The updated project costs will be allocated to either existing or new development. The California Mitigation Fee Act requires local governments to determine and calculate facility deficiencies that cannot be passed on to future development in the form of a fee. For deficient facilities that have adopted minimum level of service (LOS) standards, the cost of deficiencies will be calculated based on the degree to which the LOS falls below the adopted standard. The VRPA Team will compare LOS results derived in the existing conditions analysis in the Circulation Element with the projected LOS under buildout conditions to determine the proportionate share of the transportation costs attributable to the trips generated by existing land uses versus those attributable to new development.

TASK 2.5 PREPARE A CAPITAL IMPROVEMENT PROGRAM

The VRPA Team will update the alternative and discretionary revenue sources for transportation funding based on information provided by the City and other sources as part of the basis of fee calculations, as appropriate. The VRPA Team will use the latest City Capital Improvement Program, SANDAG Regional Transportation Plan, SANDAG Regional Transportation Improvement Program, and other appropriate funding sources as a basis for development of funding mechanisms or availability for such improvements.

The Team will develop a Capital Improvement Program using information resulting from Tasks 2.1 through 2.4. Each of the improvement projects will be incorporated into a table that includes information related to total project costs, schedule for project delivery and targeted funding source(s).

Deliverables: A listing of proposed improvement projects and cost estimates. This listing will incorporate methodologies and calculations, related to estimating project costs. In addition, the documentation will detail the methodology applied to allocate project costs to existing and future development and the Capital Improvement Program detailing other funding that will be potentially available to fund the improvement projects. Five (5) hard copies and one (1) CD of the Milestone Report will be provided for review and comment by City staff.

TASK 3: CONDUCT COST-BENEFIT, FEE NEXUS ANALYSIS, AND FEE COMPARISON

The VRPA Team will apply the cost allocation methodology developed in Task 2 and the additional data collected in Task 1 to each roadway and intersection improvement to be included in the fee program. Using this allocation procedure, the Team will then establish the relative costs and benefits of traffic improvements for each land use category and derive the traffic impact fees for each category by allocating costs in a rough proportionality to the impacts arising from each land use type.

This approach will provide assurance that the fees are justified, defensible, and in full conformance with California Government Code Section 66000 et seq., which requires local governments to document findings in the following manner when adopting an impact fee:

- ✓ Identify the purpose of the fee
- ✓ Identify the use of fee revenues
- ✓ Determine a reasonable relationship between the fee's use and the type of development paying the fee
- ✓ Determine a reasonable relationship between the need for the fee and the type of development paying the fee
- ✓ Determine a reasonable relationship between the amount of the fee and the cost of the facility attributable to development paying the fee

The cost allocation/impact fee calculation procedure will be conducted in an Excel workbook that will be amenable to future modification by City staff, including deletions/additions of project elements, changes in growth assumptions, cost allocation parameters, inflation adjustments, and others.

The VRPA Team will then conduct a traffic impact fee survey of up to seven surrounding and comparable jurisdictions to ensure reasonableness, consistency, and feasibility of fees recommended in the Thoroughfare

and Traffic Signal Fee Program update. The survey will compare fees assessed on different land uses. City staff will assist in the selection of comparable jurisdictions.

As necessary, the Team will identify and address other matters as appropriate that may arise during the course of the project.

Deliverables: Technical Memorandum which will document the cost allocation methodology and procedure and results of the traffic impact fee survey of other jurisdictions. Five (5) hard copies and one (1) CD of the Milestone Report will be provided for review and comment by City staff.

TASK 4: PREPARE UPDATED NEXUS REPORT

The tasks described will provide for a calculation of basic fees for development projects. The initial calculation will be a basic fee that will not include discounts for pass-by trips or reductions for non-residential developments. In this task, the VRPA team will discuss the results with City staff and look into options for revising the fee structure based on alternative calculations. The results will provide a sensitivity analysis that will be used for future discussions with decision-makers, if needed.

Deliverables: Technical memorandum on results of the fee calculation and sensitivity analysis.

TASK 5: DOCUMENTATION

TASK 5.1 ADMINISTRATIVE DRAFT FINAL REPORT

The VRPA team will provide an administrative Draft Final Report for review by City staff who are involved with the project.

TASK 5.2 DRAFT FINAL REPORT

Based on comments received from City staff, the VRPA team will prepare a Draft Final Report for review by decision-makers, stakeholders, and the public.

TASK 5.3 FINAL REPORT

Following receipt of all comments and meetings to discuss the project, the VRPA team will prepare a Final Report.

Deliverables: Five (5) hard copies and one electronic copy of the Administrative Draft Report, Fifty (50) hard copies and one electronic copy of the Draft Report, and Fifty (50) hard copies and one electronic copy of the Final Report

TASK 6: PROJECT COORDINATION AND MEETINGS

TASK 6.1 PROJECT TEAM COORDINATION

This task will include meetings and/or conference calls with City project staff once per month or as needed and internal meetings of the consultant project team.

TASK 6.2 COMMUNITY MEETING

A Community Meeting will be held following preparation of the Draft Final Report. This meeting will be intended for all interested stakeholders and the public to express their comments on the proposed Thoroughfare and Traffic Signal Program Fee Program Update. The VRPA team will be responsible for meeting notifications. In addition to advertising in local publications, the VRPA team will reach out to industry groups, consultants, and community leaders who would typically have an interest in development fees.

TASK 6.3 PLANNING COMMISSION AND CITY COUNCIL MEETING

Following preparation of the Draft Final Report and the Community Meeting the results of the study will be presented at one Planning Commission or Transportation Commission Meeting and one City Council Meeting. The VRPA team will make a presentation on the results of the study and will be available for questions.

Deliverables: Project coordination meetings and preparation for and presentation at one (1) Community Meeting, one (1) Planning or Transportation Commission Meeting and one (1) City Council Meeting.

