

**CITY OF CHULA VISTA
CONSULTANT SERVICES AGREEMENT
WITH FEHR & PEERS
TO PROVIDE PROFESSIONAL SERVICES SUPPORTING CITY OF CHULA VISTA
IMPLEMENTATION OF SENATE BILL (SB) 743**

This Agreement is entered into effective as of December 10, 2019 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and Fehr & Peers, A California Corporation (“Consultant”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, City requires engineering services in order to support the City’s implementation of Senate Bill (SB) 743; and

WHEREAS, In order to procure these services City solicited proposals in accordance with Chula Vista Municipal Code Section 2.56.110 for “professional services” (e.g., architects, lawyers, engineers, environmental), received 3 proposals, and selected Consultant as the most qualified amongst those submitting; and

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Consultant to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above Recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Consultant hereby agree as follows:

1. SERVICES

1.1 Required Services. Consultant agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Consultant, from time to time, reduce the Required Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Consultant provide additional services related to the Required Services (“Additional Services”). If so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Consultant expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Consultant or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Consultant to provide additional security for performance of its duties under this Agreement, Consultant shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Consultant shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Consultant shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Consultant shall submit for City's information and approval a list of any and all subcontractors to be used by Consultant in the performance of the Required Services. Consultant agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Consultant to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, Consultant shall ensure that each and every subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Consultant's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Consultant in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Consultant agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Consultant must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Consultant. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Consultant for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Consultant.

2.5 Reimbursement of Costs. City may reimburse Consultant's out-of-pocket costs incurred by Consultant in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Consultant shall be responsible for any and all out-of-pocket costs incurred by Consultant in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Consultant for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Consultant, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Consultant understands and agrees that payment to the Consultant or reimbursement for any Consultant costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Consultant of the terms of this Agreement. If City determines that Consultant is not entitled to receive any amount of compensation already paid, City will notify Consultant in writing and Consultant shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Consultant must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Consultant must include all sub-consultants/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-consultants must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City’s Risk Manager. The general liability additional insured coverage must be provided in the form of an endorsement to the Consultant’s insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Consultant’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Consultant and in no way relieves Consultant from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Consultant must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Consultant's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Consultant waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Consultant shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Consultant has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Consultant's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Consultant maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Consultant shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, arising out of any negligent alleged acts or omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from,

connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Consultant's obligations under this Section 4 is Consultant's obligation to defend, at Consultant's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Consultant shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Consultant's Obligations Not Limited or Modified. Consultant's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Consultant. Furthermore, Consultant's obligations under this Section 4 shall in no way limit, modify or excuse any of Consultant's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Consultant agrees to pay any and all costs City incurs in enforcing Consultant's obligations under this Section 4.

4.6 Survival. Consultant's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONSULTANT.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and consultants performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Consultant shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Consultant is required to file a Form 700, Consultant warrants and represents that it has disclosed to City any economic interests held by Consultant, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Consultant warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Consultant or Consultant's subcontractors. Consultant further agrees to notify City in the event any such interest is discovered whether

or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Consultant shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Consultant shall violate any of the other covenants, agreements or conditions of this Agreement (each a “Default”), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Consultant. Such notice shall identify the Default and the Agreement termination date. If Consultant notifies City of its intent to cure such Default prior to City’s specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Consultant up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Consultant shall immediately provide City any and all “Work Product” (defined in Section 7 below) prepared by Consultant as part of the Required Services. Such Work Product shall be City’s sole and exclusive property as provided in Section 7 hereof. Consultant may be entitled to compensation for work satisfactorily performed prior to Consultant’s receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Consultant of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Consultant shall immediately cease all work under the Agreement and promptly deliver all “Work Product” (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City’s value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Consultant hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Consultant agrees that it is subject to personal jurisdiction in California. If Consultant is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Consultant irrevocably consents to service of process on Consultant by first class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively “Work Product”) shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Consultant in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Consultant, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Consultant shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Consultant’s unique qualifications and traits. Consultant shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City’s prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Consultant warrants and represents that they have the authority to execute same on behalf of Consultant and to bind Consultant to its obligations hereunder without any further action or direction from Consultant or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Consultant agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including

accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-consultants.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Consultant is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents ("Consultant Related Individuals"), except as set forth in this Agreement. No Consultant Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Consultant Related Individuals; instead, Consultant shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Consultant shall not at any time or in any manner represent that it or any of its Consultant Related Individuals are employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

(End of page. Next page is signature page.)

**SIGNATURE PAGE
CONSULTANT SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Consultant agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

FEHR & PEERS

CITY OF CHULA VISTA

BY: _____
SARAH BRANDENBERG*
REGIONAL PRINCIPAL-IN-CHARGE

BY: _____
DAVID BILBY, MSBA, CPFO
DIRECTOR OF FINANCE/TREASURER

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

**Signatory to provide signature authorization documentation.*

J:\Attorney\MichaelSh\CEQA\VMT\Agreements\TwoPartyAgrmnt-Fehr&Peers-VMT-12.3.19-Final.docx

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Scott Barker
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5247
SBarker@chulavistaca.gov

For Legal Notice Copy to:

City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Consultant Contract Administration:

FEHR & PEERS

555 West Beech Street, Suite 302
619-758-3001
K.Cole@fehrandpeers.com

For Legal Notice Copy to:

Katy Cole
555 West Beech Street, Suite 302
619-758-3001
K.Cole@fehrandpeers.com

2. Required Services

A. General Description:

In general, this contract involves collaborating with City staff to develop appropriate methods for California Environmental Quality Act (CEQA) review of transportation-related impacts in light of the City's unique circumstances (including, among other things: community values, urban form, related City regulations, and other considerations) prior to the state-mandated July 1, 2020 implementation deadline. Optional services include the development of a mobility fee program and/or a mitigation/in-lieu fee program intended to alleviate significant cumulative Vehicle Miles Traveled (VMT) impacts.

B. Detailed Description:

Task Zero. Review/Refine Scope of Work and Kick-Off Meeting

This is an initial task to review/refine the scope of work, schedule, and project meetings. We understand that the project schedule requires that the City have transportation CEQA guidelines by July 1, 2020, and that the City

desires to have the adoption hearing in the April/May 2020, providing approximately 8 months for the implementation process. Since Consultant has completed or is in the process of completing implementation for jurisdictions throughout California; we are able to utilize materials and research to help streamline the process. The schedule will require weekly progress and quick turnaround times for the consultant team and City staff review. These expectations will be discussed during the kick-off meeting.

In addition, this scope of work includes the following meetings:

- 34 Weekly project progress meetings (assuming an 8-month schedule).
- 2 City Council Hearings
- 4 Other Committee/Commission Meetings (Planning Commission, Growth Management Oversight Commission, Safety Commission, Development Oversight Committee)
- 2 City Context Meetings
- 7 Other City Meetings (which could include public/stakeholder outreach)
- Total Meetings: 49

We will review the schedule of these meetings. We have found that regular meetings help keep the implementation process (and decision-making process) on pace.

Task A. Research and Initial Outreach

Task A.1 Review Chula Vista Planning Documents, Regulations, Reports

Consultant will review of the City of Chula Vista planning documents including:

- **Vision 2020 (General Plan):** The Land Use and Transportation Element and Growth Management Element provide context for the current method of transportation analysis and level of service thresholds established through Municipal Code 19.09 to implement growth management. In addition, the other Elements of Vision 2020 contain goals, policies, and City values that should be considered as the new transportation CEQA guidelines are developed.
- **Development Impact Fees:** Chula Vista has a variety of fee programs that were all established using roadway/intersection capacity as the basis for establishing the infrastructure needs. Infrastructure will continue to be sized appropriately using capacity analysis; however, payment of impact fees (based on the current fee program) will no longer be mitigation (or partial mitigation) for CEQA significant impacts. However, something that Consultant will consider and provide advice on is updating the impact fee program (or a portion of the program) to be based on VMT and include other types of multimodal infrastructure/programs.
- **Chula Vista Active Transportation Plan:** We will review the progress to date on the plan to understand the types of improvements (or locations with opportunities for improvements) and how this plan can help inform SB 743 implementation.
- **Other Chula Vista planning documents, regulations, and reports.**

The Consultant team will summarize how Chula Vista's planning documents can inform the SB 743 implementation process.

Task A.2 Literature and Peer Agency SB 743 Implementation Review

Consultant will provide a summary of known SB 743 implementation efforts with a focus on local SANDAG region efforts and implementation by Cities similar in scale/context to Chula Vista. Consultant is working on (or has completed) over 40 SB 743 implementation projects, covering over 160 jurisdictions. We can provide insights based on our extensive experience. We will prepare an implementation summary matrix that shows data source, screening criteria, thresholds, and methodology information for approximately 8 jurisdictions. We will work with you to identify the jurisdictions that would be most applicable, and we anticipate including the City of San Diego and County of San Diego as local examples. In addition, we will summarize the revised ITE Guidelines for Transportation Impact Studies in the San Diego Region (May 2019). Katy Cole was a primary author and active participant in development of the guidelines and can provide insights on how they may be considered by Chula Vista.

Task A.3 City Context Meetings

The Consultant team will participate in up to two (2) meetings with City departments (including but not limited to Development Services, Engineering & Capital Projects, Economic Development, the City Manager's Office, and the City Attorney's Office) to solicit input on desired implementation objectives, opportunities, and known or potential regulatory, institutional, and/or political barriers to implementation. We recommend that these are small group meetings that include representatives from multiple departments. We have found that there is tremendous value in having as many voices as possible in the room so that we all have a chance to hear from each other (as opposed to conducting individual meetings). We are suggesting two meetings with the same focus to assist with scheduling (if a participant isn't available to attend one, hopefully they can attend the other).

Task A.4 SB-743 Implementation Initial Case Study

The Consultant Team will work with City of Chula Vista Staff to develop an initial case study that can be used to illustrate how various VMT screening, thresholds, and methodologies will affect analysis outcomes. Consultant is suggesting a more detailed case study review that includes multiple sample projects as part of Task B, which will provide additional insight to developing the guidelines. As part of Task A.4 Consultant will solicit input on the list of sample projects that will be used for the full case study review.

The initial case study review will compare the sample project to the peer jurisdiction CEQA transportation guidelines summarized in Task A.2.

The process and findings of the Case Study will be summarized in a technical report. The technical report will be drafted in a manner in which it can be used to inform City staff, management and elected officials of how the project review process will be affected by the implementation of the SB-743 guidelines. The Project Team will also work with City Staff to present the findings to elected officials, including the creation of all presentation materials.

Deliverable: Technical Memorandum (draft and final) summarizing the results from Task A.1, A.2, A.3, and A.4; Presentation Materials for Task A.5

Task A.5 City Council Presentation: Overview of SB 743 and Approach to Implementation

The Consultant Team will present an overview of SB 743 including intent/requirements of the legislation and the decisions that lead agencies are required to make about VMT methodology, screening criteria, significance thresholds, and mitigation to the City Council. As part of the presentation, Consultant will provide clarity on a VMT lexicon so that everyone understands VMT and how it can be measured (<https://youtu.be/UE4TJItVdJ8>).

The Consultant team will describe a suggested approach for developing VMT Transportation CEQA guidelines and will present what peer agencies are doing and the initial case study described above. This meeting will provide a forum for the discussion of key issues that will influence the development of Chula Vista's SB 743 guidelines.

Consultant suggests that this meeting is conducted in a workshop format and that member of other City commissions/committees are invited to participate.

Deliverable: Presentation to City Council.

Task B. Recommendations and Preliminary Work Products

Task B.1 Interim CEQA documents

The Consultant team will provide initial guidance for performing transportation CEQA analysis for projects that are currently underway, will start before July 1, 2020, or are projects with certified CEQA documents that may need to perform SB 743 related VMT analysis. The guidance will include a flow chart(s) that provides instructions based on the timing circumstances of the project and will include (at a minimum) guidance for the following:

- Projects with a certified CEQA document – Consultant will identify what circumstances may lead to requiring SB 743 based analysis.
- Projects that are underway but are expected to complete the CEQA process prior to July 1, 2020.
- Projects that are underway but are expected to complete the CEQA process after July 1, 2020.
- New projects that are expected to complete the CEQA process prior to July 1, 2020.
- New projects that are expected to complete the CEQA process after July 1, 2020.

Based on discussions with City staff, and potentially City legal counsel, Consultant will (1) recommend a strategy to the City for reviewing transportation impacts for projects that will clear CEQA review prior to the VMT analysis deadline of July 1, 2020 and will (2) provide recommendations on the circumstances that might trigger CEQA Guidelines Section 15064.3 compliance for projects which have previously completed CEQA, but may be modified in various ways. Such ways would include when a project would result in changes to transportation, necessitating revisiting the transportation analysis contained within the previously certified CEQA document and triggering the need for a supplemental analysis consistent with CEQA Guidelines Section 15064.3.

Deliverables: Guidance document/flow chart for City staff reviewing submittals as well as a separate guidance document/flow chart for applicants to reference for compliance in interim period prior to the implementation deadline.

Task B.2 VMT Mitigation Options

The Consultant team will develop a white paper and presentation materials that describes the type of mitigation that would reduce VMT impacts (i.e. travel demand management and the construction of active transportation infrastructure), and will describe mitigation concepts/programs that the City could consider (such as in-lieu fees, impact fees, TDM/VMT exchange programs, new city policies/ordinances). The white paper will describe the potential mitigation measures, benefits/VMT reduction ranges, and monitoring options. In addition, we will

describe available tools for evaluating TDM effectiveness such as the CAPCOA Quantifying Green House Gas Emissions procedures, the SANDAG Mobility Management Toolbox/Calculator Tool, and others. Since ICF was SANDAG's consultant on the Mobility Management Toolbox and the associated VMT reduction calculator completed this summer, ICF will leverage this experience to provide details about how the tool works and how it might be tailored for use by Chula Vista.

We will include strategies for communicating these mitigation measures and their benefits (which are more abstract than the mitigation measures currently identified for level of service based transportation impacts).

Deliverables: White paper and presentation materials for conveying mitigation strategies to be implemented should City adopt recommended strategies. Recommendations regarding mitigation concepts. Reference material to guide applicants on mitigating their VMT impacts, which may include revisions to impact fees.

Task B.3 Addressing Apparent Regulatory Conflicts

The Consultant team will utilize the results of Task A.1 (review of City documents) to identify regulatory inconsistencies (and alignments). Consultant will identify if any changes to existing documents (Growth Management Ordinance, the General Plan, and/or the TDIF ordinance) are necessary or how the policies in existing documents could influence how the transportation CEQA guidelines are developed. This input will include CEQA review requirements (if any) for post SB 743 nexus studies and alternative methods for addressing the VMT implications of DIF-funded capacity enhancements.

Deliverable: Technical Memorandum (draft and final) summarizing findings and recommendations.

Task B.4 Project Screening Procedures

Consultant will develop screening criteria and substantial evidence for the screening criteria. Consultant is aware of (and was involved in development of) the transit priority maps (http://gis.fehrandpeers.com/Embeds/SB743_TPA.html - zoom into the San Diego region) and the SANDAG Series 13 Base Year VMT/Capita and VMT/Employee Maps that were created by SANDAG to support the ITE Regional Guidelines update (http://sandag.github.io/sb743/sb743_concept_map.htm and http://sandag.github.io/sb743/sb743_concept_map_employee.htm). We will also utilize any information that Chula Vista has already developed.

Another consideration that will affect the screening is the results of Task B.5/B.6 related to thresholds. For example, the screening maps would need to be modified if a different geography basis (the SANDAG maps are based on the regional average) or threshold (the SANDAG maps are color coded based on 15% below the regional average).

There are several other screening criteria for the City to consider beyond transit priority areas and VMT efficient areas such as affordable housing, small project criteria, locally serving retail, locally serving public facilities, redevelopment projects (with a net reduction in total project VMT). Each of these will be described.

Once the map-based screening criteria area is finalized, Consultant will generate screening maps for the City of Chula Vista using ESRI Geographic Information Systems (GIS) mapping (to be hosted by the City of Chula Vista). Also as part of the screening criteria and threshold development, we have included budget to perform modeling to extract VMT information from the SANDAG model (for example the Chula Vista citywide average instead of SANDAG regional average, service population metrics, VMT average by transportation analysis zone instead of by census tract, etc.). Consultant has access to and can run/extract data from the SANDAG model in-house. Alternatively, if desired by the City, Consultant can coordinate modeling needs with SANDAG's Service Bureau (however, this may affect the project schedule).

Deliverables: Consultant suggests combining the technical information from Tasks B.4, B.5, and B.6 into one Technical Memorandum because the topics overlap and greatly influence one another. The deliverable for Task B.4 is technical information to be included in the Screening, Thresholds & Methodology Technical Memorandum (draft and final). Upon City consent of the map-based screening criteria, development of updated ESRI GIS screening maps formatted in a similar manner to the working draft screening map.

Task B.5 Significance Threshold(s)

The Consultant team will formulate recommendations for SB 743 VMT thresholds based on City input. The thresholds will be tailored to Chula Vista and may be similar to those suggested in the OPR Technical Advisory or may deviate from the Technical Advisory to better reflect Chula Vista's community values, goals, and policies. For example, Consultant will explore whether the thresholds should be Citywide or if eastern and western portions of the City should have different thresholds. As part of the thresholds development, Consultant will provide threshold options using a regional average, Citywide average, and City sub-region averages. The data necessary to produce these threshold options will be extracted from the SANDAG Series 13 model.

In addition to the geography, there are various metrics that VMT thresholds can be set for:

- Daily Total VMT per Resident (for residential projects)
- Daily Total VMT per Employee (for employment projects)
- Change in Regional VMT (for retail projects)
- Daily Total VMT per Service Population (can use for all types of projects)

Consultant will describe each metric and advantages and drawbacks and provide data from the SANDAG model for each metric option.

Also, the SB 743 based VMT thresholds are focused on one question from the transportation resource area in the CEQA Guidelines Environmental Checklist Form contained in Appendix G. The full list of questions is:

Would the project:

- a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
- b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)? - This is the question that relates to the VMT analysis.
- c. Substantially increase hazards due to a geometric design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment).
- d. Result in inadequate emergency access?

All of these questions, except (b), were contained in the previous Environmental Checklist. The process described in this proposal is primarily to address question (b); however, we will also work with the City to ensure that significance criteria is identified for all of the transportation Environmental Checklist questions.

Deliverables: Consultant suggests combining the technical information from Tasks B.4, B.5, and B.6 into one Technical Memorandum because the topics overlap and greatly influence one another. The deliverable for Task B.5 is technical information to be included in the Screening, Thresholds & Methodology Technical Memorandum (draft and final).

Task B.6 Analysis Methods

The methods for determining the thresholds and screening criteria will influence the analysis methodology. We expect that data from the SANDAG Regional Travel Demand model will be used to determine thresholds and develop screening maps. Therefore, data/methodology using the SANDAG model will also need to be used to perform analysis. Consultant will recommend a procedure for performing the analysis and will identify the types/sizes of projects that can use the data from the SANDAG model and perform a manual calculation to determine the project VMT (using the appropriate metric) vs. when the project applicant would need to actually perform a model run.

In addition, the input gathered for mitigation options will be used to identify a recommended procedure for evaluating mitigation measures (for example how to calculate TDM measure effectiveness and the reduction in VMT). There are several tools/resources for performing the analysis, each with advantages, drawbacks, and limitations.

The analysis methodology recommendations will consider:

- Accuracy and defensibility (including apples-apples consistency, as mandated in the OPR Technical Advisory)
- Industry use/acceptance
- Ability for independent verification by City
- User considerations (such as accessibility, ease of use, cost, ease of interpretation, etc.)

Deliverables: Consultant suggests combining the technical information from Tasks B.4, B.5, and B.6 into one Technical Memorandum because the topics overlap and greatly influence one another. The deliverable for Task B.6 is technical information to be included in the Screening, Thresholds & Methodology Technical Memorandum (draft and final).

Task B.7 Transportation Impact Analysis Guidelines

The Consultant team will create the Chula Vista Transportation Analysis Guidelines document which will contain information for preparing transportation CEQA analysis and non-CEQA analysis. We suggest that the guidelines contain four primary chapters:

1. Introduction: To describe what the guidelines are used for, historical context of how transportation analysis has been performed in Chula Vista and relationships to other City documents.
2. Process for Preparing the Analysis: The procedures for communicating with the City about a new project and the process for determining transportation analysis requirements.
3. Transportation CEQA Guidelines: The screening criteria, thresholds, and analysis procedures for performing VMT analysis to evaluate the transportation resource area under CEQA (this section could also contain the procedures for conducting VMT analysis for the air quality, GHG, and energy resource areas as well, or highlight any differences between the methods/metrics for each of these resource areas).
4. Local Transportation Analysis: Procedures for conducting transportation analysis required for the development review process outside of CEQA. For example, any level of service and other capacity analysis.

The team will develop the Transportation CEQA Guidelines based on the input received in Task A, during project meetings, and on the Screening, Thresholds & Methodology Technical Memorandum (Tasks B.4,B.5, and B.6).

The Project Team will work with City Staff to develop a secondary set of guidelines for Local Transportation Assessments (LTA). LTAs will still require an operations analysis (Delay and LOS) of the of the intersections, and mobility element roadways that either provide access to or, are directly adjacent to, proposed development project sites. The purpose of this assessment will be to determine/disclose the effects in which development projects will have on the local transportation network and identify if any additional capacity enhancing, or roadway operational improvements would be required to maintain standard operations. Evaluation of multi-modal facilities and performance can also be incorporated into the LTA.

The LTA guidelines will define the following:

- Analysis Study Area
- Modes to be Analyzed
- Facilities to be Analyzed
- Analysis Methodologies
- Performance Standards
- Allowable Performance Decreases, if any
- Improvement Implementation
- Program Enforcement

The Project Team will also identify different methods in which the City can enforce and implement the improvements identified within the LTAs. This may include but is not limited to enforcement through general plan consistency/policy, conditions on development permits, or implementation of a fee program.

Deliverables: Local Transportation Assessment Guidelines (admin draft, draft, and final)

Task B.8 SB-743 Implementation Case Studies

The Consultant Team will build upon the case study work performed in Task A.4 and work with City of Chula Vista Staff to evaluate a series of case studies to illustrate the review process, potential impacts, and potential mitigations measures associated with the implementation of the Transportation Analysis Guidelines. We will review up to ten (10) sample projects within the City. Ideally, each sample project will be located within different regions of the City, have different land use characteristics, be different sizes, and be located within different place types (i.e. TPA, Urban, Suburban and Rural). The Case Study will take each sample project through the analysis and review process, where project related impacts and associated mitigation measures would be identified, as well as determining potentially significant and unavoidable impacts. Based on the impacts and mitigation, the corresponding level of CEQA documentation (ND, MND, or EIR) required to clear the project (solely based on transportation impacts) will also be identified.

The process and findings of the case studies will be summarized in a technical report/presentation. The technical report will be drafted in a manner in which it can be used to inform City staff, management and elected officials of how the project review process will be affected by the implementation of the SB-743 guidelines. The Project Team will also work with City Staff to present the findings to elected officials, including the creation of presentation materials.

Deliverable: Case Study Technical Memorandum/Presentation (draft and final)

Task C. Follow up Meetings, Final Work Products, and City Council Actions

Task C.1 Meetings to Present Task B Deliverables

The Consultant team will attend one meeting each with the following entities to present the Task B deliverables with a focus of the Draft Transportation Analysis Guidelines:

- City Council: This will be the 2nd presentation to City Council
- Planning Commission
- Growth Management Oversight Commission
- Safety Commission
- Development Oversight Committee

These meetings are assumed as five hours each, which includes two hours of meeting preparation/travel.

Task C.2 Create the Final Transportation Analysis Guidelines

The Consultant team will incorporate revisions/feedback based on the input received during the meetings in Task C.1. as necessary to the Transportation Analysis Guidelines and other Task B deliverables.

Task C.3 Assist with Staff Reports

The Consultant team will assist City staff with preparation of staff reports (Consultant can provide a draft for editing by City staff) and will review draft resolutions, ordinances, and CVMC chapters prepared by City staff prior to the final City Council approval, anticipated to occur in mid-May 2020.

Task D. Meetings and Project Management

Task D.1 Weekly Progress Meetings

Participate in one regularly-scheduled, hour long meeting per week with City staff. Weekly meetings may be in person, or via conference call. The meetings will include Katy Cole (PM) and other Consultant team staff as appropriate. Meetings are assumed as 1.5 hours each, one hour for the meeting and 0.5 hours for preparation.

Task D.2 Other Meetings

The Consultant team will participate in up to seven (7) additional non-routine meetings with City staff members as requested by the City's Project Manager. The meetings will include Katy Cole (PM) and other Consultant team staff as appropriate. We anticipate that 1-2 of these meetings could include public/stakeholder educational workshops (however, given the need to move quickly through the implementation process, we expect that the majority of the public involvement will occur during the Council/Commission/Committee meetings).

Meetings are assumed as 3 hours each, two hours for meetings and one hour for travel/preparation.

Task D.3 Schedule

Consultant will maintain a project schedule (Gantt chart). The schedule will be discussed as a standing topic during the weekly progress meetings. The project schedule will highlight key milestones for the duration of the project. In addition, this task includes project administration (invoicing, coordination with sub-consultants, scheduling, etc.)

Optional Services

Optional Task A. VMT in 2020 General Plan

The Consultant team will review the VMT growth implied in the Vision 2020 General Plan. The objective of this review is to guide the development of significance threshold(s) assuming that the City is built out in accordance with the General Plan. Consultant will conduct modeling using the SANDAG model to understand the growth by several horizon years. This optional task will also include information on how changes in transportation (mobility as a service, improved transit, autonomous vehicles, etc.) would influence VMT as the General Plan is built out. This optional task would provide the substantial evidence to set a threshold(s) that is not consistent with the OPR Technical Advisory (for example something less than 15% below the regional or Citywide average).

Deliverables: Technical Memorandum (draft and final) describing analysis and recommendations to provide substantial evidence supporting VMT threshold(s).

Optional Task B. Mobility Fee

OT B.1 Identification of Improvements

The Project Team will work with City staff to develop initial guidelines to determine what types of transportation-related projects may be included in the program. The guidelines will outline the specific improvement types and the sources of the improvements. Once the guidelines are set, the Project Team will review various engineering, policy, and planning documents to identify what improvements may be included in the program. Potential documents may include but are not limited to the following:

- Current ETDIF Program
- Pedestrian Bridge Programs
- Public Facilities Financing Plan(s)
- Capital Improvement Program
- City's General Plan
- Bike Master Plan
- Pedestrian Master Plan
- Regional Transportation Plan (RTP)
- Approved Developments

OT B.2 Cost Estimates

It is assumed that some of the identified specific improvements may not have a cost estimate or will have an insufficient cost estimate; therefore, a planning level cost estimate will need to be provided. In these cases, the project team will develop planning level cost estimates for up to 20 projects.

OT B.3 Geographic Coding of Improvements

Once all of the specific improvements are identified and approved by the City, the locations of the improvements will be geographically coded (geocoded) using ArcGIS software. The following attributes will also be coded for each specific improvement:

- Description
- Source
- Cost (original and in Year 2019/2020 dollars)
- Type (mode)
- Sub-Type (Facility)

The Project Team will develop a draft list and definitions of the attributes and submit it to the City of review and approval prior to beginning the geocoding process.

OT B.4 Identification of Fair-Share Metric

The Project Team will identify and review potential fair-share metrics what can be utilized to reasonably and equitably allocate the fee burden among future development. The fair-share metric will be used as the denominator in the nexus analysis equation (Program Cost / Fair-Share Metric). Potential metrics may include, but are not limited to: VMT, population, employment, person miles traveled, units, acres, and square footage. The Project Team will present the pros and cons of each potential metric to City staff, and as a group decide what metric is the best and most defensible for each asset class.

After the metric is identified, the Project Team will utilize resources such as the SANDAG forecast, the City of Chula Vista General Plan, and/or City Planning resources to quantify the magnitude of increase (growth increment) in which the metric are anticipated to experience from existing baseline and buildout conditions.

It is generally assumed that the fee program will be developed based upon land use type and building square footage. Therefore, once the metrics are identified, the Project Team will identify or develop land use equivalency factors that correlate the chosen fair-share metric to building square footage for each applicable land use identified in the Framework Report.

OT B.5 Existing Deficiencies Analysis

The Project Team will work with City staff to develop a methodology to identify and quantify the existing deficiencies. Based on the derived methodologies, the Project Team will identify the program improvements (or percentages thereof) associated with mitigating the existing deficiencies and eliminate the corresponding cost (or facility) from the program. Note: determination and removal of improvements improving existing deficiencies from the program is a requirement of the Mitigation Fee Act.

OT B.6 Nexus Calculation/Fee Development (Full Cost Recovery)

The Project Team will complete nexus analyses in conformity with the requirements of the Mitigation Fee Act. The nexus analyses will be based on the total cost of identified improvements (full cost recovery) attributable to or necessitated by future growth.

OT B.7 Program Report

The Project Team will create a draft report that document the process, methodologies, assumptions and draft fee rates. Initial Draft Reports will be submitted to City staff for review and comment. The Project Team will address City comments in the initial draft report, and will prepare and submit Administrative Draft Reports incorporating the comments. It is assumed that two iterations of review and comment of the Initial Draft Reports will be required. Based on the feedback received from City staff, the Project Team will revise the Administrative Draft Reports, and prepare and submit the Final Reports to be incorporated into the program document.

OT B.8 Ordinance

The Project Team will assist City staff in developing the fee ordinance for fee program.

OT B.9 Briefings for Decision Makers

City staff, with support from the Project Team as needed, will brief City Council staff as requested on the Final Program prior to public hearings. This will allow staff to answer questions that the Council offices may have in advance of the hearing, and provide follow-up information, as necessary.

OT B.10 Public Hearings

The Project Team will work with City staff to prepare presentations for the three public hearings on the program. The Project Team will present information at these hearings, as requested by City staff, will be available to answer questions, and will provide support at the hearings, as needed.

Optional Task B Deliverables:

- List of the improvements that may potentially be included in the program
- GIS files that contain the geocoded locations and attributes of the potential improvements
- Initial Draft Report
- Administrative Draft Report
- Final Report

Optional Task C. Mitigation/in-lieu fees

OT C.1: VMT Reduction Infrastructure

The Project Team will work with City staff to identify various types of infrastructure improvements that will help shift modes of travel and ultimately reduce VMT within the City (VMT Reducing Infrastructure), and specifically infrastructure implemented within the Urban Core. This type of infrastructure may include but is not limited to low stress bicycle facilities (Class I and Class IV), pedestrian bridges, transit station improvements, new roadway connections that will lead to a shorter path of travel, allocation of transit exclusive right-of-way, improved first/last mile connections, road diets/complete streets, micro mobility and/or NEV infrastructure, Mobility Hubs, and micro-transit. Additionally, incentivizing / subsidizing higher density, mixed use and transit-oriented development within VMT efficient areas (Urban Core) could also reduce citywide VMT. Therefore, the program will explore different land use and planning options as well as physical infrastructure improvements. It should be noted that specific projects and project locations will not be identified, instead only the types of VMT reducing improvements and strategies will be identified.

The various types of VMT reducing Infrastructure and programs identified through the task above will be consolidated and summarized into a toolbox. The tool box will contain general descriptions of the infrastructure, example photographs or graphics, planning level cost estimates (per mile or per unit), key areas or typologies in which it is most effectively deployed, areas in which the infrastructure cannot be implemented, and other general notes that point out the unique features or constraints of the infrastructure type. The fee program is assumed to only fund infrastructure or development projects; therefore, non-infrastructure/development related VMT reducing strategies (such as program, operational, or educational components) will not be included in the toolbox.

OT C.2: VMT Reduction

The Project Team will review and research the current state of the practice resources and guidelines regarding VMT Reducing Infrastructure, as well as other white papers and peer reviewed studies that help to quantify the VMT reduction or mode-shift that is associated with infrastructure improvements included in the toolbox.

Based on the findings of the research, The Project Team will identify an average VMT reduction associated with the identified VMT Reducing Infrastructure included in the toolbox. General VMT reductions will be calculated, by infrastructure type. The VMT reductions will be weighted and stratified to create a VMT elasticity, by infrastructure type.

It should be noted that these types of reductions are calculated on a project level basis and details such as location, access to jobs, population, income level, and age demographics all factored into the analysis. Since the VMT reducing elasticity for each improvement type will be identified and analyzed at a programmatic (citywide) level, numerous assumptions will be required in the calculation. Therefore, the assumptions, methodologies and calculations used to develop the VMT reducing elasticity for each infrastructure type will be documented in a technical memorandum.

OT C.3: Cost to Reduce VMT

Per the OPR's guidance in the Technical Advisory, discretionary development projects will need to either reduce their project related VMTs to 15% below the regional average, through the use of VMT reducing strategies, or reduce existing VMTs within other areas of the City by their total project generated VMT + 15%, via VMT Reducing Infrastructure projects. Based on project location and land use types, achieving this standard may be difficult or unlikely for some projects through TDM measures. Therefore, rather than investing VMT reducing infrastructure in the less efficient rural and suburban areas, where VMT reduction potential is limited, the VMT Impact Fee Program would allow such development to pay a fair-share contribution to mitigate their transportation related impacts, based on the cost to reduce a mile of VMT throughout the City as a whole. The purpose of this fee is to 1) invest in active transportation infrastructure within the Urban Core, TPAs, and Downtown area, where VMT reduction potential is highest, and 2) allow Non-Urban Core to more efficiently mitigate VMT impacts. This fee will be based on the planning level costs identified for the various VMT Reducing Infrastructure, outlined in Task C.1, and the VMT Reduction Elasticities identified in Task C.2. The costs and the VMT elasticities will be blended across the Downtown, TPA, and Urban Core areas and will be weighted based on the population and employment contained within these areas, as well as the commonality of the VMT Reducing Infrastructure. This calculation will result in the development of the unit cost to reduce a single unit of VMT within the City, on average (VMT Reduction Unit Cost).

Numerous assumptions will be required to calculate the VMT Reduction Unit Cost. Therefore, the assumptions, methodologies and calculations used to develop the VMT Reduction Unit Cost within the City will be documented in a technical memorandum.

OT C.4: VMT Modeling

The Project Team will coordinate with City staff to identify any VMT modeling work that has been conducted under previous City Task Orders and determine which modeling scenario(s) and run(s) are appropriate to use for this effort. After the appropriate models are identified, The Project Team will develop a citywide database.

OT C.5: Project Level VMT Calculator

The Project Team will develop an excel based tool that calculates project level VMT. The tool will utilize the database(s) created under Task C.4 to query model outputs produced for specific project locations. The VMT calculation tool will calculate VMT at a project level based on the project's location (using an APN number),

size, and land use types. It may also need to take into consideration project features or mitigations that would reduce the basic project VMT and citywide cumulative projects VMT, based on SANDAGs TDM tool.

This VMT Fee calculator will be used to determine total project VMT for the purpose of calculating fees, as well as for use for determining CEQA impacts for discretionary projects. As such, it will need to convert residential VMT per capita to project VMT which means first converting to VMT per Capita and/or VMT per Employee. Then whether and how to account for VMT reductions at the project level and cumulatively citywide needs to be considered. For non-residential projects, calculating project VMT will not be as simple as using Employee VMT per capita to start with because that includes non-project-related VMT. (All the employees' VMT is included in that figure). So, this task involves determining the best way to calculate non-residential project VMT for various project types (and reductions for project features and mitigations if appropriate).

Ultimately, since the SANDAG model takes land use density, diversity, demographics and destinations into account when generating and assigning trips, using this information as this basis of the VMT calculator tool will provide each project a unique VMT generation rate. Using the model outputs will allow the tool to account for the project location and the available transportation infrastructure and choices that are accessible from the project site and assign the correct VMT generation rate accordingly. This will also provide a consistent method which VMT is generated for all projects in the program, bringing stability and predictability to the fee program as well as in conducting CEQA VMT analysis for future plans and projects.

OT C.6: Program Development

The Project Team will develop the fee program based on the VMT Reduction Unit Cost developed in Task C.3 and the Project Level VMT Calculator developed in Task C.5. The Project Team will document the methods and standards used to identify the need for the fee program, create the structure of the program, and calculate the fees included in the program, in a single concise report (VMT Impact Fee Program Report). The Project Team will complete nexus analyses in conformity with the requirements of the Mitigation Fee Act. The VMT Impact Fee Program Report will also identify and document the following components:

- Fee Collection Requirements
- Fee Allocation Requirements
- Annual Escalation Clause

The Project Team will also develop a fee calculation tool that calculates the project VMT (based on the VMT Calculate developed in Task C.6), establishes the existing VMT the project needs to reduce within the City (Project VMT +15%) and applies the VMT Reduction Unit Cost to the required VMT reduction.

OT C.7 Ordinance

The Project Team will assist City staff in developing the fee ordinance for fee program.

OT C.8 Briefings for Decision Makers

City staff, with support from the Project Team as needed, will brief City Council staff as requested on the Final Program prior to public hearings. This will allow staff to answer questions that the Council offices may have in advance of the hearing, and provide follow-up information, as necessary.

OT C.9 Public Hearings

The Project Team will work with City staff to prepare presentations for the three public hearings on the program. The Project Team will present information at these hearings, as requested by City staff, will be available to answer questions, and will provide support at the hearings, as needed.

Deliverables:

- VMT Reducing Infrastructure Toolbox
- VMT Reduction Elasticity Memo
- VMT Reduction Unit Cost Memo
- VMT Database
- VMT Calculator - Excel
- VMT Impact Fee Program Report

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin December 10, 2019 and end on December 10, 2021 for completion of all Required Services.

4. Compensation:

A. Form of Compensation

Time and Materials. For performance of the Required Services by Consultant as identified in Section 2.B., above, City shall pay Consultant for the productive hours of time spent by Consultant in the performance of the Required Services, at the rates or amounts as indicated below:



2019-2020

(July 2019 through June 2020)

Hourly Billing Rates

Classification	Hourly Rate
Principal	\$215.00 - \$350.00
Senior Associate	\$180.00 - \$340.00
Associate	\$155.00 - \$250.00
Senior Engineer/Planner	\$130.00 - \$200.00
Engineer/Planner	\$120.00 - \$160.00
Senior Engineering Technician	\$145.00 - \$195.00
Senior Project Accountant	\$160.00 - \$165.00
Senior Project Coordinator	\$120.00 - \$165.00
Project Coordinator	\$110.00 - \$155.00
Technician	\$125.00 - \$165.00
Intern	\$90.00 - \$105.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (58 cents per mile as of Jan 2019).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*



Standard Billing Rates (Yr. 2019)

01/01/2019 – 12/30/2019

Name	Classification	Planning & TEO
Monique Chen, PE	Principal	\$240.00
Stephen Cook, PE	Principal	\$210.00
Phuong Nguyen, PE	Project Engineer	\$150.00
Dale Domingo, EIT	Project Engineer	\$135.00
Andrew Prescott, AICP	Project Planner	\$135.00
Sasha Jovanovic	Senior GIS / Graphics	\$135.00
Jonathan Sanchez, EIT	Engineer	\$125.00
Katja Dillmann, JD	Assistant Planner	\$105.00
TBD	Intern I, II	\$50.00, \$60.00
Veronica Pena	Admin	\$80.00
Adrienne Westall	Marketing/Graphic Design	\$100.00

**Rate Schedule for
EFS Engineering, Inc.**
for use on the
City of Chula Vista Implementation of Senate Bill 743
(Effective January 1, 2019)

Professional Staff Description

Hourly Rate

Engineers & Analysts

Assistant Analyst	\$ 75.00
Assistant Engineer	\$ 95.00
Associate Analyst	\$ 110.00
Associate Engineer (Registered)	\$ 120.00
Senior Analyst	\$ 130.00
Senior Engineer (Registered)	\$ 140.00
Principal Engineer (Registered)	\$ 185.00

Technical & Administrative Support

Administrative Assistant	\$ 70.00
Designer / CAD Operator	\$ 95.00

Direct Project Expenses

Rate

Subconsultant Services	Cost + 10%
Travel – Vehicle Mileage	Federal Mileage Rate
Travel – Lodging & Per Diem	Per Federal Guidelines Travel
– Airfare, Vehicle Rental, Other	Cost + 10%
Other Direct Charges (e.g., vendors, reprographic services, couriers, postage, etc.)	Cost + 10%

Invoices will be rendered monthly. Payment is due upon presentation. A late payment finance charge of 1.5% per month (but not exceeding the maximum rate allowable by law) will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

Rates subject to revision annually on January 1st of each year.

**Standard Billing Rates (Yr.
2019) 01/01/2019 -
12/30/2019**

Name	Classification	Rate
Michael S. Haberkorn, JD	Partner	\$375.00

FEE SCHEDULE*

Effective January 1, 2019

Labor Classification	Per Hour
Senior Project/Technical Director	\$295
Project Director	\$225
Technical Director	\$210
Managing Consultant (PM IV/Sr. Env Planner IV)	\$195
Senior Technical Analyst (Sr. Bio & Reg IV/ Sr. Cultural IV/ Sr. Tech Spec IV/ Sr. GIS IV)	\$180
Senior Consultant III (PM III/ Sr. Env Planner III/ Sr. Bio & Reg III/ Sr. Cultural III/ Sr. Tech Spec III/ Sr. GIS III)	\$165
Senior Consultant II (PM II/ Sr. Env Planner II/ Sr. Bio & Reg II/ Sr. Cultural II/ Sr. Tech Spec II/ Sr. GIS II)	\$150
Senior Consultant I (PM I/ Sr. Env Planner I/Sr. Bio & Reg I/ Sr. Cultural I/ Sr. Tech Spec I/ Sr. GIS I)	\$135
Associate Consultant III (Env Planner III/Bio & Reg III/ Cultural III/ Tech Spec III/ GIS III/Editor IV)	\$120
Associate Consultant II (Env Planner II/Bio & Reg II/ Cultural II/ Tech Spec I/ GIS II/Editor III)	\$110
Associate Consultant I (Env Planner I/ Bio & Reg I/ Cultural I / Tech Spec I/ GIS I/Editor II)	\$100
Assistant Consultant (Asst. Env Planner/ Asst. Bio & Reg/ Asst. Cultural/ Asst. Tech Spec/ Asst. GIS/ Editor I)	\$90
Other Direct Expenses	
Copy Center Services:	
- Color printing (8.5" x 11"—11" x 17")	\$0.16 to \$0.32/page
- Black & White printing (8.5" x 11"—11" x 17")	\$0.08 to \$0.16/page
Automobile mileage at current IRS rate	\$0.58/mile
Electronic Field Equipment	\$10.00/day
A general and administrative charge of 10% will be applied to all other direct costs, inclusive of subcontractor charges.	
Per diem is charged at \$175.00/day. A lodging surcharge will apply in high rate areas.	
Billing rates are subject to revision effective January 1 of each year.	

*ICF Jones & Stokes, Inc.

B. Reimbursement of Costs

None, the compensation includes all costs

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through December 10, 2021 shall not exceed \$225,500.00.

5. Special Provisions:

Permitted Sub-Consultants: Chen Ryan Associates, Inc, EFS Engineering, Inc., Gatzke Dillon & Ballance LLP, ICF Jones & Stokes, Inc.

Security for Performance: None

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for Insert Number of Terms additional terms, defined as a one-year increment or Enter a Specific Date, if applicable. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to Insert Percentage of Increase or Actual Dollar Amount for each extension. The City shall give written notice to Consultant of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document.

Other: Describe Special Provisions

In addition to the Required Services described in Section 2, Consultant's scope includes Optional Services. The fee for Optional Services is \$247,012.00. Consultant shall not perform any Optional Services without the prior authorization of the City. The total fee for Services, Optional Services and Contingencies shall not exceed \$515,363.00.

**EXHIBIT B
INSURANCE REQUIREMENTS**

Consultant shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	
<input checked="" type="checkbox"/>	Professional Liability (Errors & Omissions)	\$1,000,000 each occurrence \$2,000,000 aggregate	

Other Negotiated Insurance Terms: NONE

EXHIBIT C
CONSULTANT CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.³

A. Consultant IS a corporation or limited liability company and is therefore EXCLUDED⁴ from disclosure.

B. Consultant NOT a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the consultant shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Consultant will provide. Notwithstanding this designation or anything in the Agreement, the Consultant is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Scott Barker

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).