

Staff Report

TO: City Council
Redevelopment Agency

FROM: Bill Emlen Community Development Director
Katherine Hess, Community Development Administrator
Sarah Worley, Economic Development Specialist

SUBJECT: Phase II Consultant Contracts for B & 3rd Visioning Process

Recommendation

Staff recommends that the Redevelopment Agency:

1. Allocate \$ 96,500 of Redevelopment Agency funds to cover costs of consultant services for the B & 3rd Street Visioning Project;

Staff recommends that the City Council:

1. Adopt a resolution authorizing the City Manager to amend the contracts with Tschudin Consulting Group, and Fehr and Peers, Transportation Consultants to add the scopes of work for preparation of an Environmental Impact Report (EIR) for Plan and Zoning Amendments to be recommended to implement the B & 3rd Street Vision;
2. Direct Staff to prepare a cost recovery proposal and Draft Resolution Adopting a Specific Plan Amendment Fee to accompany other Draft plan and zoning Amendments

Status Summary

The B & 3rd Visioning Project is approximately halfway through Phase II – Policy Implementation, which is expected to be completed by May/June 2006. Since Council direction to proceed with Vision Four – to create a distinctive “Special Character District,” staff has prepared the technical information and documentation necessary to define the physical characteristics of the “project” sufficient to allow for preparation of the required environmental analysis. These efforts have included completion of a survey of the alley right of way, selection of a historical consultant to identify historic resources and preparation of draft text amendments to plans, design guidelines, zoning districts and development standards pertinent to the project area. Numerous meetings were held with property owners to consider prospective designs based on the new “Vision” and development criteria considered feasible. Information gained from these meetings helped inform development of the new draft standards. The remainder of Phase

It will encompass preparing the plan, zoning, and design guideline amendment exhibits and accompanying staff reports, and Draft and Final Environmental Impact Reports for public review.

Fiscal Impacts

Planning: The recommended consultant contracts total \$96,500. This can be accommodated within the 2004-05 Redevelopment Agency budget. The “Cost Recovery” section below outlines the proposed repayment structure involving the City, the Redevelopment Agency, and property owners.

Ongoing: If properties in the corridor are redeveloped and uses are intensified, additional property taxes would flow to the Redevelopment Agency. There would be some additional costs to provide public services for the additional development, but overall fiscal impacts associated with improvements to the area are anticipated to be minimal.

Capital: Staff is exploring the need for additional public improvements to Third Street and the alley, such as drainage improvements and pedestrian amenities. It is likely that the Redevelopment Agency will be the funding source for these improvements. Some of the costs may be eligible for reimbursement by property owners as part of development approvals.

City Council Goals

Staff’s recommendation is consistent with the goals established by the City Council, particularly as it relates to the following:

Economic Development

- Pursue economic development that balances the pursuit of new NET revenue with maintaining and enhancing the community’s unique character
- Reduce need for new taxes through increased economic activity
- Pursue opportunities to promote Davis as a destination for visitors.

Downtown

- Downtown should continue to blossom as a regional center and destination for arts/entertainment
- Downtown should continue to have residential uses
- Downtown is a vital commercial center. The actions of the city should continue to support this function and reduce potential for blight
- Downtown should serve as a vibrant social center

Housing and Growth

- Provide slow, steady additions to housing stock, consistent with Council set goals and General Plan.
- Ensure special needs housing – for seniors, for those who have accessibility issues, and for people who work but don’t currently live in Davis
- Provide an array of housing to meet needs of citizens
- Provide housing for people who live/work in Davis
- Develop multi-family housing near downtown.
- Ensure any new housing benefits community

Cost Recovery

As noted below, this visioning process is likely to require a large commitment of public resources. If the zoning for the properties along B and Third Streets is consistent with the Council's original vision, the result will be an allowed intensification in permitted uses and commensurate increase in land values. Potentially the end result will be a significant windfall to the property owners in this area. Staff recommends that the costs of this visioning effort be subject to reimbursement by property owners if redevelopment plans are approved.

State law includes provisions for property owner reimbursement of costs to prepare a Specific Plan. The reimbursement would occur at the time of the development authorized by the Specific Plan. The charges assessed must be prorated in accordance with the relative benefit to the developer/property owner and would be in addition to the standard design review processing costs. Staff anticipates that the Specific Plan fee for new developments on B and Third Streets would be approximately \$2,000 per additional unit. Final determination would be made at the time of the Specific Plan Amendment, but the initial logic is as follows:

\$96,500	Cost of EIR and consultant contracts recommended in this report
\$ 47,000	Cost of previous contracts (Historical, Survey, Design, Traffic Counts)
\$ 10,000	Estimated costs for additional contracts to Complete phase II (Design)
<u>50,000</u>	<u>Estimated City staff time (1000 hours at average \$50/hour)</u>
\$ 203,500	Total project cost

Staff's initial estimate is that the Visioning process would potentially result in 85 additional dwelling units. There would potentially be an additional 25,000 square feet of commercial space. Under the equivalencies of the development impact fee analysis, this would be approximately equivalent to an additional 25 dwelling units for a total of 110 dwelling unit equivalents. The estimated fee of \$2,000 per unit equivalent is approximately equal to the proportional cost of the amendment process. Exact costs and reimbursement amendments will be established at the time of action on the Specific Plan Amendment.

The purpose of the reimbursement requirement is to recognize that a combined planning and environmental review process will result in savings to property owners compared to a project-by-project review. Staff is comfortable that the fee of approximately \$2,000 per unit is significantly lower than the costs that would be incurred by property owners seeking individual entitlements, including Specific Plan Amendments and environmental review.

As proposed, the funding process would occur as follows:

- City would enter into contracts with consulting firms and pay for staff time
- City and Redevelopment Agency would enter into Cooperative Agreement for Agency to lend funds for visioning process
- City would establish Specific Plan fee at the time of approval of Specific Plan amendments

- Property owners would pay Specific Plan fee to City at time of approval of tentative map or design review applications for additional unit or unit equivalents. City would use fee revenue to repay loan from Redevelopment Agency

Certainly in the near term, and possibly over the long term, the Redevelopment Agency would have funds committed to the effort without guarantee of repayment. This can be accommodated within the 2004-05 Redevelopment Agency budget.

Background

The B and 3rd Visioning process includes properties located on the west side of B Street between 2nd and 4th Streets, and properties on Third Street between B Street and University Avenue, one property on 4th Street and one property fronting on University Avenue. This process has II phases – Policy Development, and Policy Implementation. The Council initiated the “B and 3rd Street Visioning Process” in July 2004 to establish development criteria for this area that balances community goals and provides specific direction for infill development.

Phase I

Phase I - The B and 3rd Street Visioning Process (Project) was initiated to address areas of discrepancy between what community planning policies and Design Guidelines intend and what the zoning would allow. Phase I involved an extensive outreach process involving two public workshops, numerous meetings with neighborhood representatives and property owners and public review of alternate Vision options. Phase I was completed with the City Council’s selection of Vision 4 (April 2005 Visions Summary Report) calling for creation of a new “Special Character Area.”

Phase II – Policy Implementation

Phase II involves the drafting of amendments to planning policies, land use and zoning designations, zoning regulations, and Design Guidelines intended to strengthen their consistency and clarify the community’s goals and objectives for development within the project area consistent with selected Vision 4.

Staff is in the process of completing a set of draft amendments to the General Plan, Core Area Specific Plan (CASP), Zoning District Planned Development PD 2-86A, Downtown and Traditional Neighborhoods Design Guidelines, and CASP Land Use and Zoning Designation Changes.

Modifications to the development regulations within the current zoning in PD2-86A are proposed to more effectively implement the objectives of the Design Guidelines to foster reinvestment and infill development and enhancement of the identified special character areas. The project involves modification of permitted uses and site development parameters to allow a larger scale of development encompassing increased densities, increased floor area ratio, reduced building setbacks, increased building heights (3 and possible 4 story) density residential and

mixed-use development. Allowing in-lieu fees for nonresidential parking and some residential parking is also proposed. The project includes proposed amendments to the following planning documents:

- 1) The General Plan (by reference to the Core Area Specific Plan) - allow increases in permitted residential densities to accommodate attached multifamily developments (town and row houses and multistory apartments and condominium flats.
- 2) Core Area Specific Plan-Text changes and Land Use designation changes.
- 3) Planned Development Zoning PD 2-86A - a new Subarea E "B Street Transitional District" and modify the Subarea D, "Retail with Offices" and change the zoning designation of specific parcels.
- 4) Davis Downtown and Traditional Residential Neighborhood Guidelines to modify the "Third Street", Core Transition West" and "Central Park" Special Character areas to reflect the community objectives to allow a greater height and density of development for multi-family and mixed use projects in these areas.

These amendments constitute a "project" subject to compliance with the provisions of the California Environmental Quality Act (CEQA).

Determination to do EIR

The proposed amendments will allow an increase in development potential that if fully implemented could result in removal of 17 structures built prior to 1945. Two of these structures are designated historic resources and are proposed to be retained. A third structure at the northwest corner of B & 3rd is also recommended to be retained. However, the proposed policy amendments acknowledge allowing removal of the remaining group of pre-1945 contributing structures in order to accomplish identified redevelopment goals for the B & 3rd "special character area."

Preliminary estimates indicate that the proposed amendments could result in approximately 85 net additional multifamily dwelling units and 25,200 sq. feet of new non-residential development (19,200 s.f. of office space and 6,000 net new s.f. of commercial development). These figures include assumptions for future development that are based upon preliminary development plans and town, row house and mixed use prototypes developed during the B & 3rd Visioning Process (Options A & B March 2005) considered to be practical densities for the smaller downtown parcel sizes.

Staff is in the process of completing an Initial Study for the "project" but have already determined that the increase in the amount and scale of development, the potential loss of historic structures, increasing parking demand while allowing in-lieu parking fees, and increased traffic along B and Third Street could be considered to have potentially significant impacts on parking, traffic, cultural resources and aesthetics. It is not likely that all of these impacts can be mitigated to a level that is less than significant, thus necessitating an EIR determination. Staff

believes that other environmental project impacts will have less than significant impacts and can be addressed through standard conditions of approval. A first task for the Environmental Consultant will be to review the Initial Study and EIR Scope for completeness before sending out the Notice of Preparation for the EIR.

Consultant Selection

Two approaches have been used to select consultant services for the B & 3rd Visioning Process: go sole source and pursue a contract with a consultant with prior work experience directly related to project or project area; or use a standard request for proposal process.

EIR Consultant – Tschudin Consulting Group

Staff has selected Tschudin Consulting Group to prepare the EIR for the B & 3rd Visioning Project as it will be able to draw heavily from the EIR the firm prepared for the Core Area Specific Plan (1996). This firm was also selected because of its extensive experience working with the City and is known for its professional expertise, timely delivery of high quality work, low overhead and competitive rates. A scope of services from Tschudin Consulting Group to prepare the EIR for the B & 3rd Street Project is provided as Attachment II.

Traffic/Parking Consultant – Fehr and Peers, Transportation Consultants

Fehr and Peers, Transportation Consultants were selected to conduct the traffic and parking analysis because of their past experience working on other City projects and in developing Davis's Traffic model and their familiarity with Downtown Davis. They too are known for their high quality work, efficient response times, professional expertise and competitive rates.

Other Consultant Contracts

Historic Consultant – Circa, Historic Property Development

Circa, Historic property development was selected as the historic consultant in a two phase consultant contract. Phase one was to identify the historic resources in the project area. (\$8,610) Phase II is to document and evaluate the impact and of the project on these resources, and identify mitigation measures if necessary (\$6,555). This work will form the Cultural Resources section of the EIR. An RFP and interview process was used for this selection process.

Design Consultant – Race Studios

Racestudio was selected as the design consultant for Phase I as this firm had a lead role in preparing the Downtown Davis and Traditional Neighborhood Design Guidelines (\$24,000). It is the intention of staff to hire Racestudio for Phase II to assist staff in refining the proposed amendments to the design guidelines and developing the graphics/illustrations for the plan, guideline and zoning amendments (\$10,000 estimated).

Survey – Frame Surveying and Mapping

Frame Surveying and Mapping were selected to perform a survey of the City's right of way along the B Street Alley's from a list of possible candidates provided by the Public Works staff.

A survey was necessary to This firm was again selected because of its ongoing work relationship with the City and first hand knowledge of its professional, high quality work. This survey has been completed (\$5,800).

Traffic Counts – Fehr and Peers

Fehr and Peers were selected to conduct new traffic counts on B Street intersections before the holidays and UC Davis Fall quarter ended (completed 12/07/05 \$2,100).

Project Timeline

The project timeline goal is to bring a Final EIR and the proposed plan, zoning, and design guideline amendments to the City Council for final action by late May or June of 2006. Staff's goal is to issue the Notice of Preparation for the EIR before the holidays and hold a Scoping meeting in early January. The preparation of a Draft EIR will take several months, but this work can begin as soon as the contracts are completed. In addition, work has already been done to collect some of the technical information required (e.g. survey and historic resource identification). Meanwhile, staff will be working to prepare the proposed amendments for public review at a more informal workshop setting in late January or early February. Staff's goal is to issue a Notice of Completion for the Draft EIR in late February and hold a joint Planning Commission and City Council Public Hearing on the Draft EIR in March, prepare the FEIR in April and get back to the Planning Commission and Council by May/June 2006.

Related Projects – B & 3rd Corridor Plans and Improvements

The design and construction of improvements to mitigate traffic speeds, improve pedestrian/bike safety and aesthetics are identified for the Third Street and B Street Corridors in the Five Year Implementation Plan for the Davis Redevelopment Project. Improvements to 3rd Street Corridor are also part of the joint UC Davis/City Wayfinding Project. As properties redevelop in the project area it is reasonable to require they make proportionate contributions toward any identified right of way improvements along B and 3rd and the B Street Alleys, including lighting, drainage, and undergrounding of utility power poles. However, it will also be important to determine what these improvements should be, the timing of their installation, and the area of benefit. We do not want to have situations where improvements are made and then torn up as the next project proceeds. It is likely that the Redevelopment Agency will be required to provide the initial funding for the public improvements. Some of the costs would be reimbursed if/when future redevelopment is approved. We anticipate a schedule for public improvements and a structure for property owner reimbursement in the spring.

Pending Design Review Applications

Several property owners have expressed interest in moving forward with Design Review applications in a process parallel to the public review of the proposed Plan and zoning amendments. This approach can be accommodated, but presents risks to property owners who may invest in design work based on site development parameters that may not ultimately be approved. The opportunity to review preliminary plans would help inform decision makers and the community by demonstrating the development forms that could result from the project. Sharing preliminary design plans as a "group" will better allow "visualization" of the new

special character district. Property owners have been encouraged to share their preliminary plans with staff, and will be encouraged to share them with the community in an informal workshop setting as well. Having developers share their project plans with area neighbors is a standard practice for Design Review applications. We would anticipate this being scheduled for January. As any final project approvals could not be made until after the effective period of final Council actions, staff recommends that property owners who wish to proceed file pre-applications and allow neighborhood review of the projects. Decisions whether to file a formal application could be made after this review, somewhat later in the Phase II process.

Conclusion

City policy requires that the City Council grant authority to enter into contracts of over \$25,000. Tschudin Consulting Group and Fehr and Peer's are both highly regarded professional firms uniquely qualified to conduct the EIR for the B & 3rd Streets visioning process because of their direct experience working with the city in the project area. Staff has confidence in their ability to prepare the EIR for this project. Authorizing the EIR scopes of work do not imply approval of the proposed amendments. As noted in the timeline there are many steps to go through as the community considers the changes proposed by this project.

Attachments

- I. Resolution authorizing the City Manager to enter into contracts
- II. Scope of work for Focused EIR/Tschudin Consulting Group
- III. Scope of work for Traffic Analysis, Fehr and Peers, Transportation Consultants

RESOLUTION NO. _____ SERIES 2005

RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND AGREEMENTS
BETWEEN TSCHUDIN CONSULTING GROUP, AND FEHR AND PEERS,
TRANSPORTATION CONSULTANTS AND CITY OF DAVIS.

BE IT RESOLVED by the City Council of the City of Davis that the City Manager is hereby authorized to amend agreements between TSCHUDIN CONSULTING GROUP AND FEHR AND PEERS, TRANSPORTATION CONSULTANTS and the City of Davis for preparation of an EIR and traffic and parking analysis for the B & 3rd Streets Visioning project; and,

BE IT FURTHER RESOLVED that all terms, conditions, and covenants of said Agreements be, and the same are, hereby approved, ratified, and confirmed.

PASSED AND ADOPTED by the City Council of the City of Davis this 13th day of December, 2005, by the following vote:

AYES:

NOES:

ABSENT:

Ruth Uy Asmundson, Mayor

ATTEST:

Zoe Mirabile
Interim City Clerk

Proposed Work Program for B and Third Streets Focused Project EIR

Task 1. Project Start-Up, Familiarization, and Consultation (\$10,000)

TSCHUDIN CONSULTING GROUP will:

- a. Attend a “start-up” meeting conducted by the City. CEQA project alternatives will be identified, described, and agreed upon at this meeting.
- b. Conduct a field review of the project site. It is recommended that this will occur on the same day as the start-up meeting.
- c. Consult with staff as appropriate.

Also included within this task is overall project management and coordination including coordination with the City, data collection and synthesis, oversight of preparation of all work products, monitoring of project progress, maintenance of project schedule, assistance in the resolution of problems and conflicts related to the job, monitoring of budget expenditures, coordination of meetings, interaction as necessary with other parties involved in the process, and maintenance of project files and records.

Task 1 Deliverables: Included in this proposal is attendance by TSCHUDIN CONSULTING GROUP at one start-up meeting, one field review and one EIR scoping meeting.

Task 2. Review Initial Study and Notice of Preparation / Prepare Draft Project Description and Description of Alternatives (\$2,000)

Review Initial Study and Notice of Preparation and prepare draft detailed project description for review by City. This will assist in building an early high level of confidence and accuracy in the EIR. In order to complete this task, detailed project data and exhibits are required from the City including:

- Draft Initial Study/Notice of Preparation
- Project objectives
- Text and exhibits for amendments to CASP, guidelines, and zoning

Prepare draft detailed description of each CEQA alternative for review by the City. In order to complete this task, it is assumed that City staff will provide text and exhibits for each alternative. Four alternatives are assumed.

Task 2 Deliverables: An electronic draft of the Project Description and Description of Alternatives will be circulated to the City for verification and confirmation, after which point this information will be provided to any relevant subconsultants to use in their work.

Task 3. Prepare Administrative Draft EIR (\$25,000)

Based on the technical reports produced by subconsultants under contract to the City and based on an NOP/Initial Study prepared by the City, TSCHUDIN CONSULTING GROUP will prepare a project-level focused EIR that complies with State CEQA Guidelines and local CEQA procedures. The EIR will contain objective analysis and will address the following significant environmental issues as defined by the City through an earlier Initial Study/Notice of Preparation process:

- Traffic and Circulation
- Parking
- Historic Resources
- Aesthetics

Impacts and mitigation measures will be clearly identified using the City's thresholds for significance. Any proposed mitigation measures will be drafted in the form of additional Plan amendments, regulatory requirements, or project permit conditions that can be attached to project approvals.

Alternatives will be assessed comparatively and in much less detail than the project.

A brief discussion of general cumulative impacts and growth inducement will be included. It is assumed that these issues have been adequately addressed in prior EIR documents and that the discussion will summarize those conclusions.

Task 3 Deliverables: Five hard copies of the Administrative Draft EIR, plus electronic files in Microsoft Word.

Task 4. Prepare Draft EIR and Notice of Availability (\$5,000)

The City will coordinate all staff (including City Attorney) commenting on the Administrative Draft EIR. A meeting will be held with the City to review staff comments and discuss changes. Based on one set of comments on the administrative draft to be provided by the City, TSCHUDIN CONSULTING GROUP, with reliance on the technical sub-consultants, will revise the administrative draft as necessary and provide one screen check copy for the City's review. TSCHUDIN will also provide a NOA for City approval, to be bound in the DEIR. Upon approval of the screen copy, TSCHUDIN will print copies for distribution by the City.

The City will distribute the Draft EIR and/or NOA to agencies and interested public. TSCHUDIN CONSULTING GROUP will distribute the copies to the State Clearinghouse with the appropriate Notice of Completion.

Task 4 Deliverables: Attendance at one meeting by TSCHUDIN CONSULTING GROUP. One screen check copy of the Draft EIR. One hundred copies of the Draft EIR plus attachments, plus one unbound original suitable for photocopying, and electronic files in Microsoft Word format.

Task 5. Attend Hearing on Draft EIR (\$ included in Task 1)

If required, TSCHUDIN CONSULTING GROUP will attend a hearing before the Planning Commission/City Council to answer questions posed by the Commission. If the City opts to hold this hearing, it is assumed it will occur during the 45-day review period for the Draft DEIR. The City will provide summary minutes of the hearing comments.

Task 5 Deliverables: Attendance at Planning Commission/City Council hearing by TSCHUDIN CONSULTING GROUP.

Task 6. Scoping of Responses to Comments (\$ included in Task 1)

The City will compile and organize all comments received on the DEIR and provide them to TSCHUDIN CONSULTING GROUP in hard-copy and scanned form. A meeting will be held with the City and technical subconsultants (as appropriate) to discuss the approach and data needs for responding to each comment.

Task 6 Deliverables: Attendance at one meeting by TSCHUDIN CONSULTING GROUP. Follow-up memorandum (if applicable) identifying proposed modifications to scope or work and cost estimate, if necessary, to address Draft EIR comments.

Task 7. Prepare Administrative Draft Response to Comment Document (\$8,000)

TSCHUDIN CONSULTING GROUP, with assistance from the technical subconsultants and the City (if appropriate), will prepare responses to written comments on the Draft EIR and verbal comments on the Draft EIR made at the Planning Commission/City Council hearing. TSCHUDIN CONSULTING GROUP will prepare an administrative draft Response to Comments document, which shall consist of the written comments on the Draft EIR, a summary of verbal comments received at the hearing on the Draft EIR (if held), responses to all the comments as required by the State CEQA Guidelines, and any appropriate revisions to the text of the Draft EIR. All comments will be numbered, and responses keyed to the appropriate comment numbers.

A mitigation monitoring program will be included as a part of the Response to Comments document. This will follow the City's format and will consist of a separate list of all proposed mitigation measures. Each measure will have a brief discussion of the monitoring required, listing the parties responsible for implementation and the time at which the measure must be implemented.

Task 7 Deliverables: Five copies of the Administrative Draft Response to Comments document, plus electronic files in Microsoft Word.

Task 8. Prepare final Response to Comments Document (\$2,000)

The City will coordinate all staff commenting on the administrative document (including City Attorney). Based on one set of comments on the administrative draft prepared by

the City, TSCHUDIN CONSULTING GROUP will revise the administrative draft as necessary and prepare a final Response to Comments document for distribution. The City will distribute the copies of the final EIR volume.

Task 8 Deliverables: Fifty copies of the Response to Comments document plus attachments, plus one unbound original suitable for photocopying, and electronic files in Microsoft Word format.

Task 9. Attend Hearings on the FEIR (\$ included in Task 1)

TSCHUDIN CONSULTING GROUP will attend one hearing before the Planning Commission, and one before the City Council on the EIR to respond to questions posed by the hearing body.

Task 9 Deliverables: Attendance at one Planning Commission hearing and one City Council hearing by TSCHUDIN CONSULTING GROUP.

Task 10. Prepare Findings of Fact and Notice of Determination (\$6,000)

TSCHUDIN CONSULTING GROUP will prepare Findings of Fact and a Statement of Overriding Considerations (if applicable) to support certification of the EIR. This will include preparation of a Resolution certifying the EIR. A Notice of Determination will also be prepared for filing by the City pursuant to CEQA.

Task 10 Deliverables: An electronic draft of the Findings of Fact and NOD will be provided to the City for review. Based on comments received final electronic files will be provided.

Direct Costs

Direct costs such as printing will be billed at cost plus 10 percent. For the purposes of this work program, printing is estimated at \$2,000. Actual cost will depend on number of copies, number of pages, number of color copies or oversized copies, and other job-specific details.

Assumptions

The following assumptions have been made in the preparation of this work program:

- The EIR will examine only the four identified areas of study.
- The City will prepare and circulate the NOP/IS.
- Subconsultants will be under contract to, and be managed by, the City.
- The subconsultants will respond directly to DEIR comments regarding their technical analyses, and will actively defend their work as appropriate, in public hearings.

- Meetings are assumed to not exceed 2 hours, and include travel time and normal incidental expenses.
- Hearings are assumed to not exceed 4 hours, and include travel time and normal incidental expenses.
- The work effort for preparing responses to the Draft EIR is unknown at this time. Based on a review of actual comments received, in conjunction with Task 6, an assessment of actual work effort will be developed.
- Actual direct costs are unknown at this time.

Schedule

TSCHUDIN CONSULTING GROUP will perform the tasks identified above within a project schedule to be established in coordination with the City.

Cost Estimate

A preliminary not-to-exceed cost estimate for this work is \$60,000. The following items are all outside the scope of this estimate:

- Preparation of graphics.
- Attendance at meetings or hearings in addition to those identified in the scope.
- Preparation of information or analysis not anticipated or described in the scope.
- Delay of any portion of the project schedule longer than two months.
- Printing or other direct costs in excess of the estimate.
- Response to Comment effort greater than anticipated.

In the event any of these items occur, or if events differ from the identified “Assumptions”, renegotiation with the City would be necessary.

TSCHUDIN bills only actual expenditures. Cost savings are passed onto the City. This is not a fixed fee proposal.

November 23, 2005

Sarah Worley
Community Development
City of Davis
23 Russell Boulevard
Davis, CA 95616

Re: Proposal for B & 3rd Streets Traffic Analysis in Davis, California

Dear Sarah:

We are pleased to submit this proposal to prepare a traffic study for the proposed update to the B & 3rd Streets Visioning Process in Davis, California. The tasks that we will conduct as part of the analysis are described in the following scope of work. Our proposed fee and schedule follow.

SCOPE OF SERVICES

Study Intersections

Our scope includes analysis of the following study intersections:

1. 3rd Street / A Street
2. 3rd Street / University Avenue
3. 3rd Street / B Street
4. 2nd Street / B Street

Traffic counts for these intersections are being conducted under a separate contract.

Study Scenarios

We propose to analyze Existing and Cumulative conditions. Each condition will be analyzed with and without the project; therefore four scenarios will be analyzed in this traffic study, including:

- Existing (2005 conditions)
- Existing Plus Project (2005 conditions with the proposed project traffic)
- Cumulative No Project (2015 conditions)
- Cumulative Plus Project (2015 conditions with project traffic)

The analysis will address morning (7:00 to 9:00 AM) and evening (4:00 to 6:00 PM) peak traffic periods on a weekday.

Task 1 – Field Visit: A field visit will be conducted to review the physical characteristics of the transportation system in the study area and to identify existing roadway cross-sections, intersection lane configurations, traffic control devices, and the locations of pedestrian, bicycle, and transit facilities. We will observe peak period intersection operations. Parking observations will also be conducted to determine existing parking availability within the study area. The parking

observations will be conducted mid-day within the area bounded by A Street, C Street, 1st Street, and 5th Street,

Task 1 Fee Estimate = \$2,100

Task 2 – Significance Criteria: Fehr & Peers will work with City of Davis staff to identify the significance criteria against which significant impacts will be measured. Criteria will be developed for intersections, bicycle and pedestrian facilities, and parking. The criteria will be based on policy direction of the City's General Plan and the Core Area Specific Plan.

Task 2 Fee Estimate = \$1,700

Task 3 – Project Trip Generation and Distribution: Fehr & Peers will determine the project trip generation using information in the 7th Edition of Institute of Transportation Engineering (ITE) *Trip Generation*. Trip generation estimates will be developed for three project alternatives. The alternative with the highest trip generation will be used in the intersection analysis to ensure a conservative analysis.

Project traffic will be assigned to the roadway network based on a trip distribution pattern developed by Fehr & Peers based on the City of Davis Travel Demand Model and existing traffic patterns. Fehr & Peers will submit a brief memorandum discussing trip generation and distribution to City staff for approval prior to evaluating project impacts.

Task 3 Fee Estimate = \$1,800

Task 4 – Existing and Existing Plus Project Conditions: Fehr & Peers will evaluate the existing weekday morning (AM) and evening (PM) peak hour traffic conditions at the study intersections identified above. For the Existing plus Project scenarios, Fehr & Peers will develop a TRAFFIX model to trace the generation, distribution, and assignment of project trips through each study intersection.

We will calculate levels of service (LOS) for the study intersections using the traffic analysis software Synchro for this study. Synchro is based on procedures outline in the *Highway Capacity Manual* (HCM) (Transportation Research Board, 2000). Unsignalized intersection service levels will be determined using methods from the HCM as well.

We will evaluate the parking supply and demand of the proposed project, and determine if demand for on-street parking will be generated. This demand will be compared to available unoccupied supply to determine if an on-street parking deficit would result.

Task 4 Fee Estimate = \$3,500

Task 5 – Cumulative Conditions: For the Cumulative No Project scenario, Fehr & Peers will use the City's traffic model to develop morning and evening peak hour turning movement forecasts for the study intersections. For the Cumulative No Project scenario, year 2015 forecasts will reflect the City of Davis' General Plan plus the additional growth anticipated in the University of California at Davis Long Range Development Plan. For the Cumulative Plus Project scenarios, Fehr & Peers will add project traffic volumes developed in Task 3 to the Cumulative No Project volumes.

Intersection LOS will be determined for this condition using the same methods as for Existing Conditions.

Task 5 Fee Estimate = \$6,000

Task 6 – Project Impacts and Mitigation Measures: Fehr & Peers will determine project impacts for both the Existing Plus Project and Cumulative Plus Project scenarios. Project impacts will be assessed for intersection LOS, bicycle and pedestrian facilities, and parking adequacy by evaluating the proposed project against the significance criteria established in Task 2. Mitigation measures will be identified for impacts that exceed the thresholds established in the significance criteria.

Task 6 Fee Estimate = \$3,100

Task 7 – Documentation: Fehr & Peers will document the results of the traffic analysis in a Draft Traffic Analysis report. This report will be provided to City staff for review and comment. We have budgeted 16 hours of staff time to respond to comments. Following the receipt of comments, Fehr & Peers will prepare a final report.

Task 7 Fee Estimate = \$5,000

Task 8 – Meetings: This scope assumed that Fehr & Peers staff will attend up to seven meetings for this project, including working meetings and public meetings.

Task 8 Fee Estimate = \$8,000

Optional Task A – Additional Cumulative Conditions Analysis: The proposed 5th Street Road Diet will reduce capacity on 5th Street near the project site and as a result could re-route vehicles into the study area. At the request of the City, an additional Cumulative Plus Project analysis scenario will be conducted to evaluate cumulative conditions with the road diet. Fehr & Peers will modify the City's 2015 model by reducing capacity on 5th Street to develop modified future traffic projections.

Optional Task A Fee Estimate = \$3,300

Optional Task B – Additional Distribution Analysis: At the request of the City, an additional distribution analysis will be conducted to evaluate the effects on project trip distribution if the bollards at the 3rd Street / University Avenue intersection are removed.

Optional Task B Fee Estimate = \$1,900

FEE AND SCHEDULE ESTIMATE

The fee estimate to conduct the analysis is \$31,200. With Optional Tasks A and B the fee would be \$36,400. We will submit invoices monthly based on the percentage of work completed.

The trip generation and distribution memorandum will be presented approximately two weeks after receipt of authorization to proceed. The Draft Traffic Analysis Report will be submitted

approximately four weeks after approval of the assumptions presented in the memorandum and our receipt of the traffic count results.

If this proposal and the attached Standard Terms and Conditions are acceptable to you, this letter can serve as our contractual agreement. In that case, please return a signed copy of this letter to us.

We are looking forward to working with you on this project. Please call Ellen Poling or Mike Beattie at (925) 930-7100 if you have any questions about the scope of work.

Sincerely,

FEHR & PEERS



Jane A. Bierstedt, P.E.
Principal



Michael Beattie
Transportation Engineer

ACCEPTED BY:

Signature _____

Name _____

Title _____

Company _____

Date _____

P52424

Attachment:
Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS

These STANDARD TERMS AND CONDITIONS apply to, and are made part of, the attached letter agreement ("Agreement") by and between FEHR & PEERS ASSOCIATES, INC., a California corporation, ("Consultant"), and the "Client" referenced in the signature block on the Agreement.

WITNESSETH THAT, in consideration of the premises and covenants hereinafter set forth, the parties agree as follows:

1. **Data To Be Furnished.** All information, data, reports, records and maps with respect to the Project which are available to Client and which Client deems reasonably necessary for the performance of work set forth in the Agreement, shall be furnished to Consultant without charge by Client.
2. **Personnel.** Consultant agrees that it will employ, at its own expense, all personnel necessary to perform the services required by this Agreement and in no event shall such personnel be the employees of Client. All of the services required hereunder shall be performed by Consultant and all personnel engaged therein shall be fully qualified under applicable federal, state and local law to undertake the work performed by them. Consultant assumes full and sole responsibility for the payment of all compensation and expenses of such personnel and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.
3. **Compensation.** Client shall pay Consultant an amount not to exceed the sum noted in the Agreement as consideration for the services described. Consultant shall submit invoices to the Client monthly. Client agrees to pay the invoices within 30 days of receipt. If payment is not received within 60 days, Consultant may, at its sole discretion, elect to stop work until payments are received. In that case, Consultant will notify Client that work has ceased. Client also agrees to pay all costs, including attorney's fees and court costs, incurred by Consultant to collect on past due invoices.
4. **Ownership of Documents.** The work papers, drawings, photographs and any other written or graphic material, including AutoCad files, hereinafter materials, prepared by Consultant for this Project are instruments of the Consultant's service for use solely with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies of Consultant's materials for information and reference in connection with the Client's use on the Project. The Client or others shall not use the Consultant's materials on other projects, or for changes to this Project without the express written consent of the Consultant. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication or violation of copyright.
5. **Attorneys' Fees/Arbitration.** In the event that either party brings an action or claim arising out of or in connection with this Agreement, the prevailing party shall be entitled to reasonable and actual attorneys' fees incurred, as well as costs incurred, as well as expert witness fees. Any and all disputes shall be resolved by way of binding Arbitration, which shall take place in San Francisco, California utilizing a single Arbitrator. Arbitration shall take place under the auspices of either the American Arbitration Association or JAMS, at the election of the party commencing Arbitration. The prevailing party shall also be entitled to be reimbursed for any and all Arbitration expenses incurred.
6. **Modification/Termination.** No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing. This agreement may be terminated for convenience and without cause by either party upon seven days' written notice.
7. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
8. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, letters of understanding or other promises, whether oral or in writing.