

CITY OF CHULA VISTA

CONSULTANT SERVICES AGREEMENT

WITH CHEN RYAN ASSOCIATES

TO PROVIDE DOWNTOWN PARKING MANAGEMENT STUDY SERVICES

This Agreement is entered into effective as of August 14, 2018 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and Chen Ryan Associates (“Consultant”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, The City wishes to have a vibrant and active downtown that supports local businesses and limits parking impacts on nearby residential neighborhoods; and

WHEREAS, In order to achieve our goals of developing a long-term downtown parking management plan, it is important to conduct a thorough analysis of current and future parking demands given new and planned development; and suggest appropriate operational, financing, and technology strategies; and

WHEREAS, The City conducted Request For Proposal P21-1718 in order to identify and select a consultant to provide a detailed Downtown Parking Management Study to the City; and

WHEREAS, Request For Proposal P21-1718 (See Attachment #1) outlines the scope of the project for the consultant to explore the various parking management options available which provide a cost effective and long term approach to the City’s downtown parking management; and

WHEREAS, Chen Ryan Associates was selected by the City to provide this Parking Management Study due to their extensive experience and background in this field ;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 highest 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, in any manner arising out of or incident to any alleged acts, omissions, negligence, 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.

CHEN RYAN ASSOCIATES

CITY OF CHULA VISTA

BY: _____
Stephen Cook |
Principal |

BY: _____
DAVID BILBY |
PURCHASING AGENT |

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

EXHIBIT A

SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

[Scott Barker, Senior Transportation Engineer]

[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:

CHEN RYAN ASSOCIATES

[3900 Fifth Ave, Suite 310, San Diego, CA 92103]

[(619) 795-6086]

[scook@chenryanmobility.com]

For Legal Notice Copy to:

[Stephen Cook, Principal]

[scook@chenryanmobility.com]

2. Required Services

A. General Description:

[Chen Ryan Associates will:

- Evaluate current parking conditions in the Downtown Parking District Study Area (See Attached) including supply and demand for public and private parking.
- Assess current operational practices for the City’s parking programs and identify potential improvements.
- Estimate future parking demand in the Study Area based on known and projected future development.
- Develop strategies for meeting expected future parking demand in concert with existing and future mobility opportunities.

B. Detailed Description:

WORK PLAN

The work plan below was developed to flow in a structure consistent with the request for proposal. The efforts of Task A will analyze existing conditions. Task B will evaluate of various parking strategies. Task C covers the breadth of topics from which the study will make recommendations. The deliverables of the study are promised in Task D. Task E covers our commitments to meetings and presentations with City staff, project stakeholders and City Council. The Project Budget and Schedule follow.

A - INVENTORY AND ANALYSIS

A.1 Review of Relevant Plans, Studies and Projects

Chen Ryan Associates will review completed and ongoing plans, studies, policies and projects that may influence the direction of the Downtown Parking District Study and summarize the key content from these documents. At a minimum, the following materials will be reviewed:

- 2007 Downtown Parking Management Study
- 2005 Chula Vista General Plan
- 2007 Urban Core Specific Plan
- 3rd Avenue Parking Study
- Chula Vista Pedestrian Master Plan (2010)
- Chula Vista Bikeway Master Plan (2011)
- F Street Promenade Study (2017)
- Pedestrian Connectivity and Infrastructure Improvement Plan (2017)
- Additional Capital Improvement Projects that been completed or are in progress

Additionally, our team will examine case studies and parking programs from other jurisdictions through a best practices review. The review will help identify innovative recommendations that may be applicable within the Downtown Chula Vista/Third Avenue Village context. A complete list of relevant documents and studies will be finalized with input from City of Chula Vista staff, and other key stakeholders. The relevant document and best practices review will be summarized in a memo and ultimately incorporated into the Downtown Parking Management Study.

A.2 Coordination with Third Avenue Village Association (TAVA)

Chen Ryan Associates will solicit the formation of a representative delegation from TAVA to be a liaison during this study and to enrich us with their intimate knowledge of the area, assist with their identification of issues and be a sounding board for their ideas. The consultant will facilitate a productive and close working relationship with TAVA

and expect to seek their involvement at the many various stages of the project schedule. Our proposed outreach efforts with TAVA are described in greater detail in Task E.2.

A.3 Parking Facility Inventory

Chen Ryan Associates will develop a detailed parking inventory database of the Downtown Parking District Study Area as well as for the areas within and one block surrounding the Parking District Study Area (Downtown area). Parking supply will be inventoried through a combination of methods, including review of previous work and data from the 2007 Downtown Parking Management Study, interpretation of aerial imagery, and in-field verification. The inventory information will be digitized for use in Geographic Information Systems (GIS) software, by block face for on-street parking and parking facility location for off-street parking.

The following parking types, regulations and attributes will be gathered:

On-Street Parking Supply:

- Number of marked parking stalls by type (metered parking, free parking, disabled parking, commercial zone, passenger loading zone, etc.)
- An estimate of unmarked on-street parking capacity based on the linear extents of where on-street parking is permitted
- Parking configuration (parallel, diagonal or perpendicular)
- Cost of usage
- Parking time limit
- Hours of enforcement
- Locations of other parking restrictions

Off-Street Parking Spaces:

- Parking facility location (address)
- Ingress and egress locations
- Parking facility type (surface lot, above grade structure or below grade structure)
- Total number of parking spaces within the facility
- Number of ADA spaces within the facility
- Cost of usage
- Facility operator
- Hours of operation
- Identification of destinations with their own off-street parking supply

Chen Ryan will produce a detailed and geographically-accurate parking facilities inventory data product which will facilitate obtaining meaningful findings from parking utilization data collection (which will be described in a Task A.7).

A.4 Inventory of Transit Facilities, Parking Regulations and Outlying Parking Facilities

Our team will obtain and review the latest public transportation datasets from Metropolitan Transit System (MTS), the region's public transportation operator. These datasets will be used to inform the evaluation of transit services in Task B.

As noted in Task A.3, parking regulations and destinations with their own private off-street parking facilities will be a part of that parking inventory package.

A.5 Development and Administration of Parking Opinion Survey

In association with City staff, Chen Ryan Associates will develop and administer surveys which will include questions specifically tailored to various Downtown area parking-user stakeholders, including: visitors, business owners (and groups such as TAVA), employees and residents. The survey questions will aim to identify each groups' prevailing opinions of Downtown area parking issues, their own parking needs, potential parking management solutions, and greater transportation concerns. The method(s) of survey distribution and administration will be agreed to when the project commences and may include the possibility of intercept surveys and the physical production and mailing of surveys to desired response groups, electronic distribution to email lists of various stakeholder groups, and the promotion and hosting of the survey at an online location (Survey Monkey or an equivalent site). It is assumed that the City will both produce and mail the physical copies to the desired groups if physical copies of the survey (if that method of distribution is decided upon). Chen Ryan Associates conducted a similar survey for the Bayside Performance Center Parking Management Plan and garnered over 700 responses. This information was found to be invaluable when developing parking management solutions that worked for patrons of the facility.

Chen Ryan Associates will summarize the findings of the obtained surveys and incorporate into this project's report deliverables, where applicable. Meaningful findings will inform recommendations of the parking management plan, where applicable and feasible.

A.6 Analyze Seasonal Competition for Public Parking Space; Recommend Solutions

Chen Ryan Associates will analyze parking occupancy and parking turnover (both efforts described in greater detail in Task A.7), to determine a baseline understanding of parking competition or conflict between different parking user groups (visitors, commuters, or residents) over scarce supply. Generally, the different parking user groups will tend to exhibit their own temporal occupancy trends and have different typical duration of stays. These insights can often be uncovered when analyzing the collected data.

Chen Ryan Associates will coordinate with private parking vendors (Ace Parking, ABM, LAZ parking, etc.) to gain understanding of monthly, seasonal or special event (e.g. Lemon Festival) variations. Parking vendors are able to use their day-to-day experience to provide valuable information for developing a data collection plan, including insights on when they experience the most demand, parking complaints and issues they commonly receive from customers, and trends and changes within the industry that could potentially affect parking demand and management.

For on-street parking facilities, insight on seasonal variable can also be gained from reviewing monthly meter revenues.

Effective solutions to manage seasonal demands will be proposed as a part of this project's parking management recommendations in Task C.

A.7 Analyze Parking Usage Patterns through Parking Occupancy and Turnover Collection

Parking Occupancy

Chen Ryan Associates will observe parking occupancy rates throughout the day for sampling of weekday and weekend within all of the inventoried parking facilities in the study area.

Data collection will be conducted multiple times throughout the day on up to eight different days (5 weekdays and 3 weekend days) to provide a robust sampling from which to determine the peak periods. Chen Ryan Associates will work with TAVA and other key stakeholders to identify key dates that best represent the dynamics of parking demand within the Downtown area. The consultant recommends parking occupancy counts be conducted during the following shifts:

- 7:00 AM to 9:00 AM – Morning parking demand

- 11:00 AM to 1:00 PM – Lunchtime parking demand
- 3:00 PM to 5:00 PM – Afternoon parking demand
- 6:00 PM to 8:00 PM – Dinnertime parking demand
- 9:00 PM to 11:00 PM – Evening parking demand

Data collection for each sampling period will be captured on the same day across the entire study area. Parking occupancy data will be collected by block face for on-street parking and parking facility location for off-street parking and brought into GIS for analysis and display.

While it is rational to collect and generalize parking occupancy conditions at a block by block level, there are limitations with using block faces as a unit for analysis. Block faces do not always signal the supply quantity within a block, nor do block face segments effectively represent the granular nature of how parking supply is distributed within a block.

Chen Ryan Associates plans to utilize an innovative analysis approach that will compensate for those limitations. This proposed approach, uses network analysis techniques within GIS to generate estimated occupancy rates for parking supply within a specified distance of a destination (this can be a building or a parcel). A key benefit to this approach, which is a product of treating parking as a granular feature, rather than assuming even distribution along a block, is that those occupancy percentages can be converted to generate an empirical estimate of available parking supply from destinations. These estimates can also be tailored to time of day estimates, corresponding to the collection periods.

This analysis still utilizes block faces as the units for data collection and occupancy calculation. The refinement to the approach is through relating the data to individual sites (parcels or buildings) within the study area within a specified distance. In this demonstration of proof of concept, occupancy along a block face does not always tell the same story as occupancy within a short walk. This approach is possible when all of the parking supply are coded into points and all traversable paths are coded into a network dataset within GIS.

Parking occupancy for the Downtown area will be displayed for each sampling period on each data collection day. These maps will be supplemented with the aforementioned destination-level occupancy and supply availability analysis. This supplemental analysis can assess how parking trends vary by types of parking generating land uses, types of parking restriction, and densities. This analysis may also be used to evaluate how disproportionately-concentrated with sub-populations of interest within the Downtown area (seniors, historically-disadvantaged social groups, etc.) experience parking supply and availability.

Parking Turnover

Parking turnover data will be collected in locations to-be-identified, which have been observed to have extremely high parking occupancy. Parking turnover data measures the duration of a parking stay by parking spot. This information helps to determine whether parking management strategies, such as time limited parking, are warranted; or whether parking is being used efficiently (i.e. if the type of demand matches the supply provided) and whether the current parking enforcement techniques are adequate for maintaining legal parking turnover rates (i.e. if patrons are commonly abiding by the posted time limits). This information, along with temporal occupancy trends, can help pinpoint which user groups (employees, visitors, or residents – who may be in competition with each other) are disproportionately using certain parking facilities.

The consultant recommends that parking turnover counts be collected as follows:

- Data will be collected at up to four hot spot locations (based on analysis of the parking occupancy data)
- Data will be collected hourly for a to-be-determined extended time period
- Data will be collected for two (2) weekdays and two (2) weekend days
- Data will be collected across all parking space types (metered, time limited, commercial, etc.)

The Chen Ryan team will consider the most-effective technologies and methods to collect turnover, which will ensure the data will be gathered in an accurate and efficient manner. In past projects, Chen Ryan has utilized license plate-reading devices, drones equipped with cameras, mounted cameras, and manual collection to collect turnover. Chen Ryan Associates has successfully applied these collection methods for projects at the Port of San Diego, City of Encinitas, and San Diego communities of Bankers Hill and Hillcrest.

A.8 Analyze Bicycle Parking and Bicycling Conditions

Chen Ryan Associates' involvement in the Chula Vista Active Transportation Plan (ATP) will ensure that the effort to deliver with the Downtown Parking Management Study will be supplemented with the most current and in-depth understanding of the City's bicycling issues and conditions.

Our team will procure detailed inventories of the bicycle facilities, amenities and parking locations, and also evaluate the overall comfort of bicycle travel the Downtown area. Our team will apply Bicycle Level of Traffic Stress (LTS) methodology to analyze bicycling conditions within the Downtown area. LTS, developed by Merkuria et. al. (2012) of the Mineta Transportation Institute, has become a widely-accepted and utilized bicycling performance measure around the transportation industry. LTS classifies the street network according to the estimated level of stress it causes cyclists, taking into consideration a cyclist's physical separation from vehicular traffic, posted speed limits and number of travel lanes along a roadway, as well as factors related to intersection approaches with right-turn lanes and uncontrolled crossings. LTS scores range from 1 (lowest stress) to 4 (highest stress) and correspond to roadway conditions that different cycling demographics would find suitable for riding on the basis of stress tolerance. LTS scores are attributed to roadway links and may be used to model low-stress bicycling connectivity between sets of origins and destinations.

The findings from our bicycling and transit conditions inventory will be analyzed and applied to best inform mode-shift-based parking management strategies.

A.9 Analysis of Parking Enforcement Systems

As noted in Task A.7, collection of parking occupancy and turnover helps to determine whether parking management strategies, such as time limited parking, are warranted; or whether parking is being used efficiently (i.e. if the type of demand matches the supply provided) and whether the current parking enforcement techniques are adequate for maintaining legal parking turnover rates (i.e. if patrons are commonly abiding by the posted time limits). Analysis of parking occupancy and parking turnover will help determine whether current enforcement systems, fees, and practices are adequate.

A.10 Evaluation of In-Lieu Fee Program Fiscal Performance

Chula Vista's In-Lieu Parking Fee Program which allows developers planning to build projects in the Downtown area the choice to opt out of fulfilling their on-site parking requirements by paying a fee instead. With the walkable characteristics of the Downtown area and the presence of numerous large capacity parking facilities, this has enabled centralized, shared parking arrangements a possible development strategy, such as the 700-space public parking structure located one block from 3rd Avenue at Landis Avenue and F Street.

Chen Ryan Associates will evaluate the fiscal performance of the current In-Lieu fee program to determine if the revenue from incoming payments from developers are meeting the debt obligations and operating costs of the parking facilities, to determine if the payment structure needs adjustment. The consultant will also develop a pro-forma under future year conditions to project if the in-lieu fee program, as it currently stands, will be able accommodate the projected growth in the area, including the potential development of some, or all public surface parking lots, while still maintaining a nexus and serving the areas parking needs.

Review the Current Financial Performance of the Parking System in Downtown Chen Ryan Associates will review the inventory of publicly controlled parking facilities in the Downtown area, including on-street parking, surface lots, and parking garages. For each facility, Chen Ryan Associates will profile the following key parameters:

- Locations, amounts, and type of parking
- Utilization
- Annual parking revenues and expenses
- Economic return to City Using the parking inventory database, Chen Ryan Associates will determine which locations, facilities, and/or types of parking generate the highest gross revenues and highest net operating income (NOI) after operating and maintenance costs. Chen Ryan Associates will further identify key characteristics that contribute to high revenues and/or economic return. Chen Ryan Associates has performed similar studies for numerous parking facilities including the UCSD Medical Campus, La Mesa Village and America’s Cup Harbor.

A.11 Analysis of Emerging Technology-Based Mobility Services

The proliferation of technology-based mobility services, such as those provided by ride-hailing companies or dockless bike sharing services (which have recently entered into the Chula Vista market) have created additional mobility options for Downtown area visitors. Ride-hailing companies (such as Lyft or Uber) and other technology based mobility services can enable an additional large volume of visitors to enter a destination area above the fixed supply of automobile parking, an innovation which may enable cities to accelerate turning away from development-inhibiting parking requirements.

Chen Ryan Associates will consider monitoring the presence of or the availability of these mobility services during existing conditions data collection and be mindful of how they (and other potential technological advancements in transportation) are integrated into the extrapolation of future conditions need and parking management recommendations.

B - EVALUATION OF PARKING STRATEGIES

B.1 Analysis Current and Future Parking Demand and Needs

Building off of the analysis of current parking demand analysis completed in Task A, Chen Ryan Associates will model future parking demand based on the City’s near-term (10-year horizon) plans for growth in the Downtown area. Industry parking standards such as ULI Shared Parking Guidelines or the ITE Parking Manual will be used to determine future parking generation. Additionally, in order to account for linked trips that are usually associated with mixed-use area like Downtown Chula Vista (where it may be conducive to park once and walk to multiple destinations), Chen Ryan will determine the existing parking demand and associated them with parcel within reasonable walking distance of a parking demand. This approach would allow the project team to calibrate the existing parking demand and project them to the future year without overly projecting the parking demand for Downtown Chula Vista. The following factors will be considered in the construction of the future parking demand model:

- Projected future changes parking supply within the study area
- Planned land uses within the study area
- Projected population and employment
- Projected transit services

A major benefit to the destination-based catchment approach to analyzing existing parking occupancy (introduced in Task A), is that it will allow for a more realistic modeling of how overflow parking demand growth will filter to surrounding areas. This does not get captured effectively when growth factors are uniformly applied to block faces. The future parking demand model will be used to identify potential future parking needs and impacted locations within the project study area. Additional long-term parking improvements and program recommendations will be made based on

the anticipated future parking demand and supply, any future year impacts that are identified, and changes in potential revenue generated within the district based on the demand.

B.2 Evaluation of Fiscal Performance of Parking District

Chen Ryan Associates and EFS Engineering will evaluate the fiscal performance of paid parking facilities within the Parking District Study Area based on the current rate structures and the distribution of nearby free parking. Analysis will consider parking revenues at the facilities along with results from Task A. Based on this evaluation the consultant will recommend potential changes to the fee structure and/or areas that incorporate paid parking. Our team has performed numerous parking facility and parking district pro-formas throughout the region, including the recently-completed Downtown La Mesa In-Lieu Fee Program.

B.3 Evaluation of Parking District Expansion within Study Area

Chen Ryan Associates and EFS Engineering have worked together to develop, expand, maintain and establish a nexus for numerous special assessment districts throughout the region. Our team will apply this knowledge and experience, along with the results of Task A to determine the advantages and disadvantages of expanding the current parking district.

B.4 Evaluation of Parking District-Related Impacts to Surrounding Residential Areas

Chen Ryan Associates will review the parking occupancy analysis from Task A to determine if the presence of metered parking is causing parking spillover residential areas outside of the parking district, where parking is free and not time-restricted and make recommendations based on those findings.

B.5 Evaluation of Current Parking Management Practices

Chen Ryan Associates will review the parking occupancy and turnover results from the paid parking locations within the parking district to determine if current pricing for parking, validation arrangements with merchants and parking enforcement practices are ensuring an efficient utilization of parking the existing parking supply. Efficient utilization means that most of the parking is being utilized while ensuring that visitors can still find parking without detouring significantly (85% utilization per block is an often-considered rule of thumb for efficient utilization). Evaluation of parking turnover within the time-restricted parking locations will determine if parking time-restrictions are being properly enforced.

B.6 Evaluation of Parking Management Technologies

The application of state-of-the-art technologies in parking management will be considered as a part of a broader survey and evaluation of parking management solutions, of which that effort is described in Task B.12.

B.7 Evaluation of Parking Information Signage and Parking Information Marketing Efforts

Chen Ryan Associates will evaluate the effectiveness of the Downtown area's existing parking information signage as well as any existing parking information campaigns. As a part of existing conditions data collection, our team will conduct an audit on the locations of existing parking information signage and assess the visibility and legibility of the signage. Findings from existing parking occupancy data analysis can also be utilized to help strategically influence new or adjusted wayfinding sign placements. Our team can also assist the City with helping develop a formalized wayfinding program to outline signage display and siting requirements. Sign format will emphasize legibility and a minimalistic approach resulting in a uniform display that is appealing, clear, and avoids unnecessary information. A wayfinding signage program could include a system design component, outlining placement standards and destinations served, as well as establishing a hierarchy process defining how far out to identify destinations.

B.8 Evaluation of Current Transit Services in the Downtown Area

Chen Ryan Associates can utilize its familiarity with measures of public transportation access and mobility to assess how transit currently, and will in the future, serve the Downtown area of Chula Vista.

Chen Ryan Associates is working with the City of San Diego, to determine which factors most closely explain lower household vehicle ownership rates in San Diego and in peer cities to help determine where to target locations for reducing residential parking requirements. Not surprisingly, public transportation indicators have had the most explanatory power relating to lower vehicle-ownership rates. There is a close relationship between the quantity of destinations that can be accessed within a set travel time and lower rates of household vehicle ownership. Chen Ryan is fluent in a variety of methods to empirically measure the outputs of public transportation service. One type of evaluation of increasing interest to planning practitioners is the generation of isochrones, which measure the distance covered in a specified travel time/cost (mobility). Isochrone generation can measure the quantity and types of destinations (jobs, households, etc.) that can be accessed from an origin location within a specified travel time. The ability to compare mobility and access indicators across different travel modes is of foundational importance to being able to accurately estimate mode shift potential.

B.9 Evaluation of Traffic Flow Implications Related to Parking Management Strategies

During the data collection period, Chen Ryan Associates will note any observations in the field of unwanted or unintended traffic behaviors arising from motorists attempting to secure parking. Such behaviors might include motorists double-parking, circling the block for parking, motorists holding up traffic while waiting for an open parking space, as well as any other notable unwanted traffic maneuvers.

B.10 Evaluation of Zoning Ordinance Parking Standards

Chen Ryan Associates will review the City of Chula Vista's Zoning Ordinance to assess if the City's parking minimums can functionally be configured in a manner that does not inhibit infill development or require lot assembly, given the typical lot sizes and setback requirements of the area. Chen Ryan Associates will also review the Zoning Ordinance to determine if the parking requirements and design standards are keeping up with the best practices identified by other municipalities looking to transition to denser, less automobile dependent built environments. Along those lines, Chen Ryan Associates is, as was mentioned previously, assisting the City of San Diego with adjusting their parking requirements within the city's Transit Priority Areas.

B.11 Review Current Parking Facility Agreements

EFS Engineering will review the current parking agreement between the City, Centre City Associates Limited-Commercial and Marie Callender Ventures, and, if necessary, make recommendations for adjustments or modifications.

B.12 Evaluation of Parking Management Strategies and Technologies Applied in Comparable Districts

Chen Ryan Associates will develop a parking management toolbox, which will evaluate the effectiveness of various parking management strategies, including any state-of-the-art technologies, and their rate suitability to Downtown Chula Vista. Strategies which have been applied effectively in similarly-sized and built central business districts will be given up-close attention.

The toolbox will provide a description of the strategy, the typical costs of implementation and maintenance, and the benefits and the most proper applications. A few examples of parking management strategies are listed below:

- Smart Meters with Real-Time On-Street Variable Pricing Systems
- Remote Payment Options (e.g. Pay-by-phone)

- Real-Time Information on Parking Supply/Parking Supply Wayfinding
- License Plate Reader Technologies and Other Smart Parking Enforcement Detectors
- Shared/Unbundled Parking Incentives

B.13 Evaluation of Bike Sharing Services as a Supplemental Parking Management Strategy

Inexpensive dockless bike sharing services provide an equity supportive mobility option by eliminating potential users' concerns over the financial commitment of bicycle ownership, maintenance and secure storage. When combined with suitable bicycling environments (as measured by LTS), it can potentially facilitate mode shifts for visitors originating from shorter travel distances away – distances where bicycling may be competitive with driving. Easy and convenient bicycling can also minimize the inconvenience of searching for parking or parking in remote locations. Chen Ryan Associates will evaluate the impacts this emerging mobility service has had in the Downtown area. Chen Ryan will also consider monitoring the presence of or the availability of shared bicycles during existing conditions data collection and be mindful of how they are integrated into the extrapolation of future conditions need.

C - RECOMMENDATIONS

C.1 Parking Management Recommendations

Chen Ryan Associates will form a set of parking management recommendations synthesized from the findings of various scope of work tasks previously described. Those tasks consider:

- the observed spatial and temporal patterns of parking usage within the study area (Task A.7)
- the effectiveness of current enforcement systems (Tasks A.7, A.9 and B.4)
- current parking management practices (Task B.5) and potential new practices and technologies (Task B.6 and B.12)
- the economic feasibility of increasing the parking supply (Task B.2)
- the potential of other modes of transportation and emerging mobility services (Tasks A.8, A.11, B.8, and B.13)

C.2 Parking Facility Agreement Recommendations

The consultant, led by the expertise of EFS Engineering, will recommend modifications, as-needed, to the parking agreements the City of Chula Vista has in place with third parties, and recommend any new agreements that are needed with other uses in the study area.

C.3 Urban Core and Citywide Zoning Ordinance Parking Standards Recommendations

Upon evaluation of the City's Zoning Ordinance parking standards, completed in Task B.10, project team will recommend modifications, if any are needed.

C.4 Transit Service Recommendations

Chen Ryan Associates will identify recommendations to enhance transit service(s) within the Downtown area.

C.5 Wayfinding Recommendations

Chen Ryan Associates will identify recommendations to enhance wayfinding within the Downtown area to better serve the needs of alternative modes of transportation and to increase the efficient utilization of the District's existing parking supply.

C.6 Special Event Parking Recommendations

Chen Ryan Associates will identify parking recommendations to assist the City during special event peaks (e.g. Lemon Festival and Starlight Parade), which are hosted inside the Downtown Parking District and may have traffic and parking impacts.

C.7 Recommendations to Reduce Parking Spillover Impacts

In accordance with the findings in Task B.4, Chen Ryan Associates will ensure recommended future parking strategies are balanced with measures which prevent parking spillover impacts in residential areas adjacent to the Downtown Parking District.

C.8 Technological-Based Parking Management Recommendations

Chen Ryan Associates will make recommendations on new parking management technologies, pursuant to the evaluations of parking management strategies completed in Tasks B.6 and B.12.

C.9 Bike Sharing Service Recommendations

The project team will continue to monitor the spread of dockless bike sharing services to new markets and make recommendations which allow the services to flourish while ensuring controls where appropriate.

D - DELIVERABLES

D.1 Preliminary Report Summarizing Existing Parking Conditions within the Downtown Area

After the completion of all Tasks in A and B, Chen Ryan Associates will summarize and document all of the findings in a Preliminary Report. The report will include, but not be limited to, the following:

- A spatial and temporal analysis and evaluation of parking occupancy;
- An evaluation of current parking management and enforcement practices;
- A detailed investigation of effective parking management strategies and technologies that have been put into practice;
- An assessment of the potential utility of mobility services and other transportation modes;
- An evaluation of the current In-Lieu Fee program;
- An evaluation of the current financial performance of the Downtown parking system; and
- Recommendations informed by the findings in all of the tasks performed in A and B.

D.2 Downtown Parking Management Study

Chen Ryan Associates will prepare the Downtown Parking Management Study, which synthesizes the Scope of Work Sections A through C, with an implementation plan containing cost estimates and phasing. The report will be provided in Microsoft Word and PDF format.

D.3 PowerPoint Presentations for Preliminary Report and Parking Management Study

Chen Ryan Associates will prepare two PowerPoint presentations, one which will summarize the analysis and key findings of the Preliminary Report, and a second presentation which will summarize the findings and recommendations of the completed Parking Management Study.

E - MEETINGS AND PRESENTATIONS

E.1 Project Kick-Off Meeting

Upon notice to proceed, Chen Ryan Associates will schedule a kick-off meeting with Chula Vista staff slated to be involved with the project to present and solidify the outline of proposal for the study.

E.2 Five Stakeholder Meetings with City staff and TAVA

Five focus group-style stakeholder interviews will be conducted, spread across the duration of the project schedule, consisting of City staff and a representative group of participants assembled from TAVA. TAVA is a diverse association of businesses and property owners clustered around Third Avenue in Downtown Chula Vista. Qualitative stakeholder input is one of the most effective ways for the project team to quickly assess community perspectives on current (and anticipated future) parking issues, opportunities, and challenges.

One stakeholder focus group will occur shortly after project kickoff, which will solicit the input of the association of the current and expected future parking needs. One meeting to allow the group an opportunity to provide its input on the recommendations of the parking management study. One meeting to allow the group an opportunity to provide its input on the first draft of the study. The other focus group meetings will be sprinkled between, during the course of the project's schedule to allow the group to be in touch with the progress and direction of the project.

Chen Ryan Associates employed this same technique with the Encinitas Coastal Mobility Parking study and found that it helpful in shepherding innovative solutions through the planning process. The input collected during the stakeholder interviews will be documented and incorporated into this project's report deliverables, where applicable.

E.3 Obtain Input from TAVA on Initial Recommendations

As stated in Task E.2, one of the minimum five proposed meetings with TAVA will be for the purposes of obtaining their input on the study's initial recommendations.

E.4 Formal Presentation of Preliminary Report to Chula Vista City Council

Chen Ryan Associates will appear at one Chula Vista City Council meeting to present the key findings of the Preliminary Report to the Council.

E.5 Presentation of Downtown Parking Management Study First Draft to City Staff and Stakeholder Working Group

As stated in Task E.2, one of the minimum five proposed meetings with TAVA will be for the purposes of obtaining their input on the first draft of the study.

E.6 Formal Presentation of Downtown Parking Management Study to Chula Vista City Council for Council Approval

Chen Ryan Associates will appear at a second Chula Vista City Council meeting to formally present the Downtown Parking Management Study to the Council, for their vote for approval.

PROJECT SCHEDULE

Task No.	Task Description	Anticipate Completion Date by Task
A.1	Review of Relevant Plans, Studies and Projects	08/31/2018
A.2	Coordination with TAVA (see E.2)	08/30/2019
A.3	Parking Facility Inventory	09/28/2018
A.4	Inventory of Transit Facilities, Parking Regulations and Outlying Parking Facilities	09/28/2018
A.5	Development and Administration of Parking Opinion Survey	12/31/2018
A.6	Analyze Seasonal Competition for Public Parking Space; Recommend Solutions	12/31/2018
A.7	Analyze Parking Usage Patterns through Parking Occupancy and Turnover Collection	12/31/2018
A.8	Analyze Bicycle Parking and Bicycling Conditions	11/30/2018
A.9	Analysis of Parking Enforcement Systems	12/31/2018
A.10	Evaluation of In-Lieu Fee Program Fiscal Performance	10/31/2018
A.11	Analysis of Emerging Technology-Based Mobility Services	11/30/2018
B.1	Analysis of Current and Future Parking Demand and Needs	01/31/2019
B.2	Evaluation of Fiscal Performance of Parking District	12/31/2018
B.3	Evaluation of Parking District Expansion within Study Area	01/30/2019
B.4	Evaluation of Parking District-Related Impacts to Surrounding Residential Area	12/31/2018
B.5	Evaluation of Current Parking Management Practices	01/31/2019
B.6	Evaluation of Parking Management Technologies (see B.12)	02/28/2019
B.7	Evaluation of Parking Information Signage and Parking Information Marketing Efforts	02/28/2019
B.8	Evaluation of Current Transit Services in Downtown Area	01/31/2019
B.9	Evaluation of Traffic Flow Implications Related to Parking Management Strategies	12/31/2018
B.10	Evaluation of Zoning Ordinance Parking Standards	02/28/2019
B.11	Review of Current Parking Facility Agreements	02/28/2019
B.12	Evaluation of Parking Management Strategies and Technologies Applied in Comparable Districts	02/28/2019
B.13	Evaluation of Bike Sharing Services as a Supplemental Parking Management Strategy	01/31/2019
C.1	Parking Management Recommendations	04/30/2019
C.2	Parking Facility Agreement Recommendations	04/30/2019
C.3	Urban Core and Citywide Zoning Ordinance Parking Standards Recommendations	04/30/2019
C.4	Transit Service Recommendations	04/30/2019
C.5	Wayfinding Recommendations	05/31/2019
C.6	Special Event Parking Recommendations	05/31/2019
C.7	Recommendations to Reduce Parking Spillover Impacts	05/31/2019
C.8	Technological-Base Parking Management Recommendations (see C.1)	04/30/2019
C.9	Bike Sharing Service Recommendations	05/31/2019
D.1	Preliminary Report Summarizing Existing Parking Conditions within the Downtown Area	03/29/2019
D.2	Downtown Parking Management Study	08/30/2019
D.3	PowerPoint Presentations for Preliminary Report and Parking Management Study	08/30/2019
E.1	Project Kick-Off Meeting	08/01/2019
E.2	Five Stakeholder Meetings with City Staff and TAVA	07/31/2019
E.3	Obtain Input from TAVA on Initial Recommendations (see E.2)	06/28/2019
E.4	Formal Presentation of Preliminary Report to Chula Vista City Council	04/30/2019
E.5	Presentation of Downtown Parking Management Study First Draft to City Staff and Stakeholder Working Group	07/31/2019
E.6	Formal Presentation of Downtown Parking Management Study to Chula Vista City Council for Council Approval	08/30/2019
	Project Management/Administrative	08/30/2019

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin [August 14, 2018] and end on [August 31, 2019] for completion of all Required Services.

4. Compensation:

A. Form of Compensation

Fixed Fee Paid in Increments. For the completion of each Deliverable of the Required Services, as identified in section 2.B., above, City shall pay the fixed fee associated with each Deliverable, in the amounts set forth below:

Task No.	Deliverable	Amount
A.1-A.11/E.1-E.3/D.1	Preliminary Report	\$46,000
B.1-B.13/C.1-C.9/E.2/D.2	Draft Downtown Parking Management Study	\$50,000
D.2-D.3/E.4,E.6	Final Downtown Parking Management Study/Council Hearing	\$35,695

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 August 31, 2019 shall not exceed \$131,695.

5. Special Provisions:

Permitted Sub-Consultants: EFS Engineering Inc.

Security for Performance: None

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for an additional three-month term from September 1, 2019 through November 30, 2019 (the “Extended Term”) to complete services that are similar in scope and character to the Required Services and in furtherance of the Downtown Parking Management Study (“Extended Term Services”). The City Manager or Director of Finance/Treasurer shall be authorized to exercise the Extended Term on behalf of the City. If the City exercises the option to extend, Consultant shall provide the Extended Term Services during the Extended Term on the same terms and conditions contained in this Agreement. 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.

For the performance of the Extended Term Services by Consultant, City shall pay Consultant for the productive hours of time spent by Consultant in the performance of the Extended Term Services at the rates or amounts as indicated in the Project Budget table found in Exhibit A, Section 2(B) hereto. The maximum amount to be paid to the Consultant for all Extended Term Services performed during the Extended Term shall not exceed \$19,754.00.

The maximum amount to be paid to the Consultant for all services performed during the Term and Extended Term shall not exceed \$151,449.00.

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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.)

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

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).

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: *[Kelly Broughton, Director]*