

TO: MEG WILLIAMSON, ACTING CITY MANAGER

FROM: COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: BEECHWOOD SPECIFIC PLAN – TRAFFIC ENGINEERING CONSULTANT AGREEMENT AUTHORIZATION

DATE: JANUARY 19, 2016

Needs: For the City Council to consider authorizing execution of a consultant agreement for the City to hire a traffic consultant for the Beechwood Specific Plan - Traffic Impact Study, specifically authorizing use of “sole-source” consultant services, and approving an expenditure over \$20,000.

Facts:

1. The Beechwood area property owners are in the process of preparing a Draft Specific Plan for their property. The Council reviewed a schematic “conceptual” design a couple years ago, and supported the applicants moving forward.
2. Completion of the project design was held up for a couple years because biological studies that are part of the land planning constraints analysis are dependent on seasonal weather patterns, (e.g. the drought). This issue has been addressed, and the applicants are moving forward to complete their project design.
3. The applicant is preparing the draft Specific Plan, which will take the better part of the next few months. A draft of the Specific Plan will be brought before the City Council and the public before the Environmental Impact Report (EIR) is initiated. A Traffic Impact Study (TIS) for the project will be part of the EIR.
4. The TIS may take several months to complete since it includes a significant amount of data collection, analysis and coordination with Caltrans for review.
5. Since this particular study is largely based on project density and existing plus planned growth, (which is known), City staff and the applicant think it is prudent to initiate the study in advance of completing the Specific Plan since the timeframe for completing it will take longer than preparing the plan. The TIS information will also help inform some aspects of the project design.
6. At the request and direction of City staff, Associated Transportation Engineers (ATE) provided a proposal, including a Scope of Work, which was approved by the Community Development Director and City Engineer. The cost of the study is proposed in the amount of \$66,115.
7. Associated Transportation Engineers (ATE), has worked on numerous local TIS projects for the City and other applicants, and is very familiar with traffic issues in the City. In addition, ATE completed the Phase I work effort for this study and this historical background is critical to a beneficial work product.
8. The City’s Purchasing Manual, under Section 7, provides for the ability of the City to “sole source” professional services (e.g. request and receive only one proposal), when it can be determined by the City Council that it is in the best interest of the City to do so. In this case, ATE has strong local traffic study knowledge demonstrated through

preparation of numerous traffic studies in Paso Robles. ATE also has qualified expertise in this area of transportation engineering.

9. The City's Purchasing Manual, under Section 6, provides that for any contract for "professional services" over the amount of \$20,000, it must be authorized by City Council.
10. The applicants have already submitted full payment of the \$66,115, which was deposited into the application deposit account for use to prepare this traffic study. The applicant also has a positive balance in the project account to cover the cost of staff review time and coordination with ATE. No City funds will be used to prepare this study.
11. The applicants are satisfied with the scope of work, and are anxious to initiate the Traffic Impact Study for their project, and are in full support to use ATE Consultants.

**Analysis
and**

Conclusions: The City had favorable experiences working with ATE Consultants on numerous traffic studies. ATE has qualified staff with the necessary expertise and experience to complete this study. Their proposal is acceptable to the applicant, and preparation of the study will not impact the City's fiscal resources. The City Council has the authority to sole source these services for the intended purpose, and to approve expenditures over \$20,000.

Policy

Reference: City of Paso Robles Purchasing Manual

Fiscal Impact: None

Options: The City Council is requested to take one of the actions listed below:

- a. Adopt the attached Resolution 16-XXX, determining that it is in the best interest of the City to sole source this Traffic Impact Study to ATE consultants in the amount of \$66,115, and to direct staff to enter into a contract with ATE to complete this study in accordance with the proposal submitted by ATE.
- b. Amend, modify, or reject the above-listed action.

Attachments:

1. Draft Resolution 16-XXX
2. Proposal from ATE Consultants

RESOLUTION NO. 16-XXX

RESOLUTION OF THE CITY OF EL PASO DE ROBLES CITY COUNCIL
AUTHORIZING EXECUTION OF A CONSULTANT AGREEMENT
TO “SOLE-SOURCE” PROFESSIONAL SERVICES TO
ASSOCIATED TRANSPORTATION ENGINEERS TO PREPARE A
TRAFFIC IMPACT STUDY FOR THE BEECHWOOD AREA SPECIFIC PLAN
AND TO APPROVE AN EXPENDITURE \$66,115 FOR CONSULTANT SERVICES

WHEREAS, the Beechwood area property owners are in the process of preparing a Draft Specific Plan for their property; and

WHEREAS, a draft of the Specific Plan will be brought before the City Council and the public before the Environmental Impact Report (EIR) is initiated. A Traffic Impact Study (TIS) for the project will be part of the EIR; and

WHEREAS, the TIS may take several months to complete since it includes a significant amount of data collection, analysis and coordination with Caltrans for review; and

WHEREAS, since this particular study (which will be included in the EIR), is largely based on project density and existing plus planned growth, (which is known), City staff and the applicant think it is prudent to initiate the study in advance of completing the draft Specific Plan since the timeframe for completing it will take longer than preparing the plan. The TIS information will also help inform some aspects of the project design; and

WHEREAS, Associated Transportation Engineers (ATE) provided a proposal including a Scope of Work, which was approved by the Community Development Director and City Engineer; and

WHEREAS, ATE has worked on numerous local TIS projects for the City and other applicants, and is very familiar with traffic issues in the City. ATE completed the Phase I work effort for this study and this historical background is critical to a beneficial work product; and

WHEREAS, the City’s Purchasing Manual, under Section 7, provides for the ability of the City to “sole source” professional services (e.g. request and receive only one proposal), when it can be determined by the City Council that it is in the best interest of the City to do so. In this case, ATE has strong local traffic study knowledge demonstrated through preparation of numerous traffic studies in Paso Robles. ATE also has qualified expertise in this area of transportation engineering; and

WHEREAS, the City’s Purchasing Manual, under Section 6, provides that for any contract for “professional services” over the amount of \$20,000, it must be authorized by City Council; and

WHEREAS, the applicants have already submitted full payment for the cost of the study, which was deposited into the application deposit account. The applicant also has a positive balance in the project account to cover the cost of staff review time and coordination with ATE. No City funds will be used to prepare this study; and

WHEREAS, ATE has qualified staff with the necessary expertise and experience to complete this study. Their proposal is acceptable to the applicant, and preparation of the study will not impact the City’s fiscal resources, and the City Council has the authority to sole source these services for the intended purpose, and to approve expenditures over \$20,000.

NOW, THEREFORE, BE IT RESOLVED that the City of El Paso de Robles approves authorizing execution of a consultant agreement for the City to hire a traffic consultant for the Beechwood Specific Plan - Traffic Impact Study, specifically authorizing use of Associated Transportation Engineers, as a “sole-source” for consultant services, and approving an expenditure over \$20,000, in the amount of \$66,115, paid for by the project applicant.

PASSED AND ADOPTED THIS 19th day of January, 2016, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STEVE MARTIN, MAYOR

ATTEST:

KRISTEN L. BUXKEMPER, DEPUTY CITY CLERK



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ASSOCIATED TRANSPORTATION ENGINEERS

100 N. Hope Avenue, Suite 4, Santa Barbara, CA 93110 • (805) 687-4418 • FAX (805) 682-8509

Richard L. Pool, P.E.
Scott A. Schell, AICP, PTP

August 3, 2015

15047L01

Tom Erskine
P. O. Box 510
Paso Robles, CA 93447

PROPOSAL TO PREPARE A TRAFFIC AND CIRCULATION STUDY FOR THE BEECHWOOD SPECIFIC PLAN, CITY OF PASO ROBLES, CALIFORNIA

Associated Transportation Engineers (ATE) is submitting the following proposal to prepare a traffic and circulation study for the Beechwood Specific Plan. The project includes about 870 residential units and a small amount of commercial space on vacant land located in the eastern portion of the City of Paso Robles

ATE completed the Phase 1 work effort, which included holding meetings with City of Paso Robles staff and Caltrans staff to defined the scope of work for the traffic study. The following scope of work and costs for the required traffic study is based on City and Caltrans requirements. It is noted that City staff requested that the traffic modeling tasks be completed by Central Coast Transportation Consulting, the firm that has recent experience with the City's traffic model. The tasks and costs for traffic modeling work effort have been incorporated into this proposal.

SCOPE OF WORK

Associated Transportation Engineers proposes to furnish the technical services necessary to prepare the traffic study, as outlined in the following work tasks. The scope of work was developed based on direction from the City and Caltrans.

Kick-Off

1. Assemble existing data related to the study, including project site plan, existing traffic volume data, traffic studies, and EIRs prepared for other projects in the area. Meet with City/Caltrans staff to discuss the traffic scenarios, analysis procedures, etc. (Task Completed).

Existing Conditions Analysis

2. Inventory existing streets, intersections and traffic controls in the study area. ATE will perform a field review of the study area to ascertain existing roadway and intersection conditions (number of travel lanes, travel speeds, intersection lane geometries, traffic controls, pedestrian and bike facilities, etc.).
3. Obtain A.M. and P.M. peak hour traffic counts at the study-area intersections, as listed below. The traffic counts will be conducted from 7-9 A.M. and 4-6 P.M. and include vehicles, pedestrians, and bicycles at each intersection. Note that the traffic counts will be collected in September after the local schools are back in regular session.

SR 46E/Golden Hill Road
SR 46E/Union Road
Golden Hill Road/Union Road
13th Street/Riverside Avenue
13th Street/Paso Robles Street
River Road/Creston Road
Creston Road/Golden Hill Road
Creston Road/Niblick Road
Creston Road/Stoney Creek Drive (address pedestrian crossing issues)
Creston Road/Meadowlark Road (address stop-sign warrants, pedestrian-school crossing issues)
Creston Road/Charolais Road
1st Street-Niblick Road/Spring Street
Niblick Road/South River Road
South River Road/Charolais Road

4. Obtain A.M. and P.M. peak hour traffic counts for the U.S. 101 facilities in the study area, as listed below. Traffic counts will be collected in September after the local schools are back in regular session.

U.S. 101 Mainline - SR 46 East to SR 46 West
U.S. 101 NB Off-Ramp at SR 46 East
U.S. 101 NB On-Ramp at SR 46 East
U.S. 101 SB Off-Ramp at SR 46 East
U.S. 101 SB On-Ramp at SR 46 East
U.S. 101 SB Off-Ramp at Riverside Avenue-17th Street
U.S. 101 SB On-Ramp at Riverside Avenue-17th Street
U.S. 101 NB Off-Ramp at Paso Robles Street
U.S. 101 NB On-Ramp at Paso Robles Street
U.S. 101 NB Off-Ramp at Spring Street
U.S. 101 SB On-Ramp at Spring Street

5. Obtain 24-hour average daily traffic counts for the following roadway segment in the study area. Traffic counts will be collected in September after the local schools are back in regular session.

Creston Road - River Road to Golden Hill Road
Creston Road - Golden Hill Road to Niblick Road
Creston Road - Niblick Road to Cedarwood Drive (address traffic calming, bikes, peds)
Creston Road - Cedarwood Drive to Charolais Road (address traffic calming, bikes, peds)
Golden Hill Road – Creston Road to Union Road
Golden Hill Road - Union Road to SR 46E
Niblick Road - South River Road to Spring Street
South River Road - Charolais Road to Niblick Road

6. Calculate Existing levels of service for the study-area facilities. Levels of service will be assessed for the study-area intersections using the intersection operations methods outlined in the Highway Capacity Manual. Levels of service for the U.S. 101 mainline and the merge/diverge levels of service for the U.S. 101 ramps will be assessed using the freeway and ramp level of service methods outlined in the Highway Capacity Manual. Operations for the City street segments will be assessed using the roadway capacity methods outlined in the City's Circulation Element.

Project-Specific Analysis

ATE will identify the thresholds of significance to be applied in the impact analyses, including thresholds for the Caltrans facilities and thresholds for the City's facilities. ATE will discuss threshold of significance with City staff prior to conducting the impact analyses.

7. Determine average daily, A.M. and P.M. peak hour trip generation estimates for the proposed land uses based on rates presented in the ITE trip generation manual or other applicable sources.
8. Distribute project-generated traffic onto the study-area street system based upon distribution patterns developed from the City's traffic model and existing traffic patterns. The project's land use and trip generation estimates will be incorporated into the City's traffic model by Central Coast Transportation Consulting and a select zone run will be completed in order to determine the origins and destinations of project-generated traffic.
9. Calculate Existing + Project levels of service for the study-area freeway segments, ramps, intersections and roadways. Determine project-specific impacts based on applicable thresholds.

Cumulative Analysis

10. Develop Near-Term Cumulative (Year 2020) traffic volume forecasts for the study-area facilities using the City's traffic model. A list of approved and pending development projects will be obtained from the City and incorporated into the traffic model by Central Coast Transportation Consulting. The model will then be run to develop the Near-Term Cumulative traffic volume forecasts.
11. Calculate Near-Term Cumulative and Near-Term Cumulative + Project levels of service for the study-area freeway segments, ramps, intersections and roadways. Determine cumulative impacts based on applicable thresholds.

Site Access and Circulation Analysis

12. Assess site access and circulation for the proposed project. The site access analysis will address connections to existing streets, interior street widths, traffic controls, etc. The access and circulation analysis will also address multi-modal aspects of the project (planned pedestrian, bicycle, transit facilities) and include a review of consistency with the Circulation Element plan. Site access and circulation analysis will be analyzed using the Near-Term Cumulative traffic forecasts.

Off-Site Pedestrian/Bicycle Circulation Issues

13. Address traffic calming, pedestrian, and bicycle needs identified by the City on the segment of Creston Road between Niblick Road and Cedarwood Drive as well as the segment of Creston Road between Cedarwood Drive and Charolais Road. The analysis will include review of pedestrian crossing issues at the Creston Road/Stoney Creek Drive intersection as well as review of stop-sign warrants at the Creston Road/Meadowlark Road intersection to address pedestrian-school crossing issues.

General Plan Buildout Analysis

14. Develop GP Buildout (Year 2035) and GP Buildout + Project traffic volume forecasts for the study-area facilities using the City's traffic model. A list of GP amendments that have occurred since the City's General Plan was adopted will be obtained from the City and incorporated into the traffic model by Central Coast Transportation Consulting. The GP Buildout scenario will use the existing number of dwelling units contained in the General Plan for the project site (674 units). The GP Buildout + Project forecasts will assume the number of units proposed for the project site.
15. Calculate GP Buildout and GP Buildout + Project levels of service for the study-area freeway segments, ramps, intersections and roadways. Determine GP Buildout impacts based on applicable thresholds.

Mitigation Analysis

16. ATE will meet with City staff to review the preliminary impact findings and discuss appropriate mitigation measures for significant impacts identified for the project. Mitigation measures will then be developed for identified project-specific, cumulative and GP buildout traffic impacts. Mitigation measures for the City's street network will be consistent with the City's Circulation Element recommendations. Mitigation measures for State facilities will be consistent with long-range plans published by Caltrans/SLOCOG.

Report Preparation and Submittals

17. Prepare the traffic and circulation report and submit six bound copies, one unbound reproducible copy, and one electronic copy to the Client.
18. Respond to comments made upon review of the draft traffic report. The response to comments budget will be limited to 10 staff hours. Work required beyond this budget will be completed on a time-and-materials basis when authorized by the Client.

INFORMATION REQUIREMENTS

The following information will be required for the study.

1. Written project description and site plan to be analyzed (from Client).
2. List of approved/pending projects (from City).
3. List of General Plan Amendments that have occurred since the General Plan was adopted (from City).

PERSONNEL

Richard Pool, PE, will be the Principal in Charge of the traffic and circulation study and Dan Dawson, PTP, will be Project Manager responsible for the preparation of the study. Personnel resumes, references and a statement of the firm's qualifications are available upon request.

SCHEDULE AND FEES

Assuming that authorization to proceed is provided by September 1, 2015, ATE will collect traffic counts in September after the local schools are in session. Traffic counts and land use data will then be provided to Central Coast Transportation Consulting in October for the traffic model forecasting. The traffic impact analysis and report submittal will occur after the traffic model forecasts are provided to ATE. We envision that the analysis and draft report will be submitted in December.

Our fee for the scope of work will be **\$66,115**, which includes \$10,780 for collecting traffic counts, \$24,870 for Central Coast Transportation Consulting to perform the traffic model work. The remaining budget will be used by ATE to oversee those work efforts as well as perform the impact/mitigation analyses, report writing, meetings, and response to comments. Other work not outlined above will be undertaken on a time-and-materials basis according to the rates presented in the attached fee schedule when authorized in writing by the Client. Payment for service rendered will be due within 30 days of receipt of invoices.

This proposal is valid for a period of 30 days. We appreciate your consideration of ATE for this job and look forward to working with you on the project. Please sign and return a copy of the attached work order as authorization to proceed along with an \$11,000 check for the traffic counts that will be collected September.

Associated Transportation Engineers



By: Richard L. Pool, PE
President

RLP/DLD

Attachments: ATE Fee Schedule (2015)
Work Order

Cc w/attachments: Joe Fernandez, Central Coast Transportation Planning
Dan Lloyd, Landsite Inc.



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FEDERAL TAX ID NO. 95-3780888
Richard L. Pool, P.E., RCE 18030
Scott A. Schell, AICP

WORK ORDER

Client Tom Erskine Job No. 15047
Address PO Box 510 Date August 3, 2015
Paso Robles, CA 93447 Phone # ()
Requested By Tom Erskine Fax # ()

Description of Work Prepare a traffic and circulation study for the Beechwood Specific Plan.

Present Owner of Record To be provided.

Legal Description To be provided.

Start Date Upon authorization. Estimated Completion Date To be determined.

Payment Basis A fee of \$66,115.00 as per the proposal dated 8/3/15 and the 2015 Fee Schedule.

Remarks _____

This Work Order shall constitute Preliminary Notice under the Mechanic's Lien Laws of the State of California.

Under the provisions of this agreement, a late payment FINANCE CHARGE will be computed at the periodic rate of 1-1/2% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

The standard provisions set forth upon the reverse side are incorporated hereunto and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this agreement upon the terms, conditions and provisions above stated and on the reverse side hereof, the day and year first above written.

DATE: _____

CLIENT: _____

BY: _____

ASSOCIATED TRANSPORTATION ENGINEERS

BY: Richard L. Pool

Richard L. Pool, President

STANDARD PROVISIONS OF AGREEMENT

The client and Associated Transportation Engineers, hereinafter called "Consultant", agree that the following provisions shall be a part of their agreement:

1. Company policy dictates that no work will be done as covered by this agreement, until a signed copy is received by consultant.
2. Only that work specifically described on this work order is included in the agreement
3. Charges will be made for services rendered per the Fee amount. Time and Material will be per the attached Fee Schedule.
4. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing.
5. The client binds himself, his partners, successors, executors, administrators and assigns to the consultant to this agreement in respect to all the terms and conditions of this agreement.
6. In the event that due to a change of policy by the agencies after the date of this agreement and additional office or field work is required, the said additional work, when authorized by the client will be invoiced as Extra Work.
7. The client shall pay costs of all fees charged by governmental agencies, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
8. Client hereby agrees that the balance as stated on the billing from consultant to the client is correct, conclusive and binding on the client unless client within ten (10) days from the date of the making of billing notifies consultant in writing of a particular item that is alleged to be incorrect.
9. A late payment FINANCE CHARGE will be computed at the periodic rate of 1-1/2% per month, which is an ANNUAL PERCENTAGE RATE of 18% and will be applied to any unpaid balance commencing thirty (30) days after the date of the original invoice.
10. In the event client fails to pay consultant promptly or within thirty (30) days after invoices are rendered, then client agrees that consultant shall have the right to consider said default a total breach of this agreement and all current work on the project shall cease until payment is received and all work shall remain property of consultant.
11. State law provides that if bills are not paid in full for labor, services, or materials furnished, or to be furnished, the improved property may be subject to Mechanic's Liens.
12. Should litigation be necessary to enforce any term or provision of this agreement or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.
13. In the event all or any portion of the work prepared or partially prepared by consultant be suspended, abandoned or terminated, the client shall pay for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.
14. Neither the client nor the consultant shall assign his interest in this agreement without the written consent of the other.
15. No conditions or representations, altering, detracting from, nor adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this agreement and accepted in writing by the other.
16. In the event that litigation be instituted under terms and conditions of this agreement, the same is to be brought and tried in the judicial jurisdiction of the Court of the County of Santa Barbara, the location of the consultant's principal place of business, and the client waives the right to have the suit bought or tried in, or removed to any other county or judicial jurisdiction.
17. The consultant makes no warrant, either express or implied, as to his findings, recommendations, specifications, or professional advice, except that these are promulgated after being prepared in accordance with generally accepted engineering and/or surveying practices and under the direction of registered professional engineers and/or licensed land surveyors.
18. In the event that any changes are made in the plans and specifications or reports by the client or persons other than the consultant, which affects the consultant's work, any and all liability arising out of such changes is waived as against the consultant and the client assumes full responsibility for such changes unless client has given consultant prior notice and has received from consultant written consent for change.
19. Upon written request, each of the parties hereto shall execute and deliver or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this agreement
20. The terms and provisions of this agreement shall not be construed to alter, waive, or affect any lien or stop notice right, which the consultant may have for the performance of services under this agreement.
21. In the event any provision of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
22. There are no understandings or agreements except as herein expressly stated.



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Richard L. Pool, P.E.
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FEE SCHEDULE

2015

Principal Engineer	\$170.00 per hour
Project Engineer	\$118.00 per hour
Civil Engineer II	\$110.00 per hour
Civil Engineer I	\$95.00 per hour
Transportation Engineer II	\$90.00 per hour
Transportation Engineer I	\$85.00 per hour
Engineering Technician II	\$70.00 per hour
Engineering Technician I	\$65.00 per hour
Principal Planner	\$155.00 per hour
Supervising Transportation Planner	\$144.00 per hour
Transportation Planner III	\$110.00 per hour
Transportation Planner II	\$90.00 per hour
Transportation Planner I	\$78.00 per hour
Traffic Technician II	\$65.00 per hour
Traffic Technician I	\$60.00 per hour
Traffic Counter	\$40.00 per hour
Administrative Accountant	\$80.00 per hour
Office Administrator	\$70.00 per hour

Travel, Per Diem, and other miscellaneous expenses are invoiced as separate fee items.