

**REQUEST FOR PROPOSALS (RFP)**

**USER FEE / COST ALLOCATION STUDY**

**May 18, 2017**



**City of Vista  
John Conley  
Director of Community Development  
200 Civic Center Drive  
Vista, CA 92084  
(760) 643-5388**

# **REQUEST FOR PROPOSALS**

## **USER FEE / COST ALLOCATION STUDY**

### **I. INTRODUCTION AND PURPOSE**

The City of Vista (hereinafter "City") is soliciting written proposals to secure an independent study to update the City's current fee manual for services performed by the City. These fees include building fees, user fees, fire prevention fees and planning / engineering plan check fees for Buena Sanitation District. The current fee manual is attached for reference as Attachment "B".

### **II. BACKGROUND**

The City of Vista is located about 50 miles northeast of the City of San Diego. It encompasses 18 square miles and is made up of residential, commercial, and industrial properties, as well as several areas of open space. The current population is approximately 98,838.

In 1963 the City was established as a general law city. A five-member City Council serves as the governing board of the City. City staff is comprised of approximately 250 full-time employees, plus a varying number of part-time employees.

The City provides the full range of services normally associated with a municipality, including fire, parks and recreation, planning, zoning and building, engineering, public works, including sewer services, and administration. In addition to the usual city services, Vista also owns and operates the Wave Waterpark, the Moonlight Amphitheatre, and the Avo Theater. Water services are provided through the Vista Irrigation District and police services are provided through a contract with the San Diego County Sheriffs. Solid waste collection is provided through a franchise arrangement with a local refuse collection service.

In addition, the City of Vista owns and operates the Buena Sanitation District which provides sewer services to both city and unincorporated county properties. The City provides planning and engineering plan check reviews as it relates to sewer only for those properties desiring sewer service in Buena Sanitation District and outside the city limits.

The City's philosophy with regard to fees is that, in general, individuals receiving the benefit of specific services should pay for all or some portion of those services, including the indirect and overhead costs of providing those services. The types of fees and charges that will be the focus of the Study include the Building Division, Development Services Counter and Fire Prevention.

### III. PROPOSED SCOPE OF SERVICES

The scope of services set forth in this RFP represents an outline of the services which the City anticipates the successful proposer will perform, and is presented for the primary purpose of allowing the City to compare proposals. The precise scope of services to be incorporated into the professional services agreement shall be negotiated between the City and the successful proposer. The City requests the proposer to suggest changes to the scope of services (as a part of the proposal) in order to achieve the City's stated Study Objectives.

- A. **Study Objectives:** The City's primary objective is to obtain a report which includes a comprehensive City-wide user fee analysis (including internal service fees), calculates the full cost of each current or potential user fee, and recommends, in conjunction with City staff, the appropriate fee to be charged for each applicable service.
- B. **Outline of Scope of Services:** The consultant will be required to provide the following services:
  - a. Examine the services being provided by the City to ensure that a fee has been established for all services.
  - b. Develop a citywide central services cost-allocation plan so that the full cost of each service can be determined, including department indirect costs and administrative overhead. The cost plan must include a component that conforms to the Statutes of California's State Controller's office guidelines for cost claiming and the OMB A-87 guidelines for use in charging federal and state grants.
  - c. Develop a fee schedule that represents full recovery of the City's costs.
  - d. Prepare a report that identifies the present fees, recommended fees, percentage change, revenue impact, and comparison information from other cities.
  - e. Prepare a draft report including the information from (a) through (d) above for review by City staff. After obtaining comments from City staff, prepare a final report.
  - f. Attend City Council meetings as needed to present the report and answer questions.

### IV. PROPOSAL

If the proposer is in doubt as to the meaning of any part of this RFP, or finds discrepancies in or omissions from it, the proposer shall submit to the City a written

request for an interpretation or clarification. All such requests should be forwarded to: John Conley, Director of Community Development, City of Vista, 200 Civic Center Drive, Vista, California 92084, [jconley@cityofvista.com](mailto:jconley@cityofvista.com). The proposer shall be responsible for the prompt delivery of the request. The City shall not be responsible for any explanation or interpretation of this RFP other than by written addendum delivered to each proposer. No oral interpretations of any provision in this RFP shall be binding upon the City.

- A. **Delivery of Proposal:** It is the proposer's sole responsibility to ensure that the City receives the proposal. Any proposals received by the City Clerk after that date and time shall be returned unopened.

Proposals shall be delivered no later than **2:00 PM on Thursday, June 15, 2017** to:

Drop-off Location:  
City of Vista  
City Clerk's Office  
Attn: John Conley  
200 Civic Center Drive  
Vista, CA 92084

Mailing Address:  
City of Vista  
City Clerk's Office  
Attn: John Conley  
200 Civic Center Drive  
Vista, CA 92084

Faxed and email copies will not accepted.

- B. **Format of Proposal:** Three (3) hard copies and 1 electronic PDF copy of the consultant's qualifications must be submitted, with all copies having been signed by an official with the power to bind the company in its proposal and must acknowledge the RFQ has been read and understood. To be considered, all proposals shall be completely responsive to the RFQ.

The proposal shall be limited to twenty-five (25) 8.5" x 11" pages, excluding cover letter, resumes, and appendix material. A cover letter shall summarize key elements and guarantee that key personnel will be committed to perform the required tasks throughout the duration of the contract. The cover letter shall be limited to two (2) pages and shall include a contact name, email, phone number and full address for the consultant.

- C. **Contents of Proposal:** In order to demonstrate the proposer's competence and professional qualifications for the satisfactory performance of the services outlined in the "Scope of Services" section of this RFP, the proposer shall

include, at a minimum, the following information presented in a clear and concise format:

- a. A list of the most recent studies for which the proposer has performed similar services of comparable size, scope, and complexity. This list shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
- b. A list of the principals, employees, agents, and subconsultants who will be assigned to the Study. This list shall include a summary of the qualifications, licenses, and experience of each individual, the approximate number of hours each will devote to the Study, and the type of work to be performed by each. The City will retain, under its agreement with the successful proposer, the right of approval of all persons performing under the agreement.
- c. A detailed description of the methods by which the proper intends to perform the work set forth in the Scope of Services and the cost of the services. The description shall include, at a minimum, the following items:
  - i. A fee schedule describing all charges and hourly rates for services, including a total proposed "Not to Exceed" cost of the services.
  - ii. A performance and cost schedule for all services necessary to complete this Study. The proposal should specify the major components, the cost breakdown by major component or phase, and the expected time of completion for each component.
- D. Proposed terms for an agreement by which the work shall be performed. The City's proposed standard agreement for services is attached as Attachment "A" to this RFP. The proposer should specifically indicate in its proposal that the consultant can meet the City's insurance requirements and is prepared to execute the Professional Services Master Agreement as written.
- E. A statement which discloses any past, ongoing or potential conflicts of interest which the proposer may have as a result of performing the work for this Study.
- F. An authorized representative of the proposer must sign the proposal.

## **V. REVIEW OF PROPOSALS**

After the proposals are received and opened by the City, the City shall review and evaluate all proposals for responsiveness to this RFP to determine whether the proposer possesses the professional qualifications necessary for the satisfactory

performance of the services required. The City shall also investigate qualifications of all proposers to whom the award is contemplated, and may request clarification of proposals directly from one or more proposers. In reviewing the proposals, the City may consider the following:

- A. The experience and past performance of the proposer and its agents, employees, and subconsultants in completing studies of a similar nature.
- B. The feasibility of the proposal based upon the performance and cost schedules as well as the methodology to be used by the proposer.
- C. Proposer's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to the requirements specified in this RFP.
- D. Proposer's suggested language for the professional services agreement.

## **VI. CRITERIA FOR SELECTION**

The City's consultant evaluation and selection process is based on Qualifications Based Selection (QBS) for professional services. An evaluation committee appointed by the Director of Community Development will review the proposals. The criteria for evaluating the proposals for the submitted will take the following items into consideration:

- 1. 15% - Relevant local experience and reputation of the consulting firm, including a verification of data and references.
- 2. 15% - Local experience and credentials of key personnel assigned to the study.
- 3. 15% - Understanding of study objectives and scope of work as evidenced in the written narratives and oral interview.
- 4. 25% - Experience with studies of similar nature.
- 5. 15% - Staffing capabilities demonstrating that the present workload of the firm and the availability of staff for the Study.
- 6. 15% - Consultant's past record of performance in similar studies.

## **VII. AWARD OF AGREEMENT**

Upon completion of the review period, the City shall notify those proposers whose proposals will be considered for further evaluation and negotiation. All proposers so notified shall be required to make presentations in accordance with direction from the

City and negotiate in good faith. Any delay caused by proposer's failure to respond to direction from the City may lead to a rejection of the proposal.

- A. If the City determines, after further evaluation and negotiation, to award the agreement, a professional services agreement shall be sent to the successful proposer for the proposer's signature. No proposal shall be binding upon the City until after the agreement is signed by duly authorized representatives of both the consultant and the City.
- B. The City reserves the right to reject any or all proposals, and to waive any irregularity in a proposal. The award of the agreement will be based upon a total review and analysis of each proposal and projected costs.

**Schedule**

The City's schedule\* for the selection process is as follows:

i) City Releases RFP	May 18, 2017
ii) Deadline for questions	June 8, 2017 at 5:30 PM
iii) Qualifications Due	June 15, 2017 at 2:00 PM
iv) Consultant Shortlist (if needed)	June 28, 2017*
v) Interviews (if needed)	July 6, 2017*
vi) Select Consultants	July 10, 2017*
vii) Contract Award	August 22, 2017*

\*Dates are subject to change

All questions must be submitted via email to John Conley, [jconley@cityofvista.com](mailto:jconley@cityofvista.com). Phone call questions will not be accepted. Answers to all submitted questions will be provided in an addendum.

The City reserves the right to extend the date by which proposals are due.

**VIII. RIGHT TO REJECT PROPOSALS**

The City reserves the right to delay the study or reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFQ or otherwise.

The City reserves the right to extend the due date for the Statement of Qualifications/Proposal, accept or reject any or all proposals received as a result of this request, negotiate with any qualified consultant or cancel this RFQ in part or in its entirety. The City may require the selected consultant to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from negotiations.

All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the Respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Respondent. All proposals submitted to the City of Vista become the property of the City.

## **IX. DISCLOSURE**

All Statement of Qualifications/Proposals become the property of the City unless a return is specifically requested as specified in the following section. The City is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a public Records Acts request, you must agree in writing to defend and indemnify the City of Vista if litigation results.

**ATTACHMENT "A"**  
**Sample Contract Agreement**

**ATTACHMENT "B"**  
**Current Fee Manual**

**CONTRACT FOR PROFESSIONAL SERVICES**  
**TYPE OF SERVICES**

THIS “**CONTRACT**” is entered into by and between the “**Parties**” as of \_\_\_\_\_ (“**Contract Date**”).

**1.0 THE “PARTIES”**

The “**City**”:

**CITY OF VISTA**, a chartered municipal corporation  
200 Civic Center Drive  
Vista, CA 92084

Working Contact: [WorkingName](#)  
Billing Contact: [BillingName](#)

The “**Contractor**”

[Namex, statusx](#)  
[Address1](#)  
[Address2](#)

Contact: [ContactName](#)

**2.0 BASIC TERMS**

2.1 The “**Services**” to be performed by Contractor are set forth in (“**Exhibit A**”).

2.2 The “**Required License**” for the Services is: [type](#).

2.3 Contractor, an entity holding the Required License, desires to enter into this “**Contract**” with City for the Services.

2.4 The “**Project**” for which the Services are required is described in **Exhibit A**.

2.5 Contractor has submitted to City a Proposal to perform the Services dated [proposaldate](#) (“**Exhibit B**”).

2.6 The “**Contract Ceiling Price**” is: [pricex](#)

**3.0 CONTRACT TERM**

3.1 This Contract shall take effect as of the Contract Date.

3.2 This Contract shall be in effect for [xx](#) calendar months (“**Term**”) from the Contract Date. [The Term may be extended at the City’s option for an additional yy months, in increments of City’s choice, for a maximum Term of zz from the Contract Date.](#)

3.3 City may terminate this Contract upon 30-days’ written notice to Contractor. In such event, or upon request of City, Contractor shall assemble all City documents in the Contractor’s possession, put them in order for proper filing and closing, and deliver the documents to City. In the event of termination, Contractor shall be paid for work performed to the termination date. City shall make the final determination as to the portion of tasks completed and the compensation to be paid.

#### 4.0 SCOPE

Contractor shall perform all Services including, but not limited to, the furnishing of all tools, equipment, materials, software, supplies and manufactured articles, and for furnishing all transportation, services, including fuel, power and water, essential communications, and the performance of all labor, work or other operations, as may be required from time to time, in accordance with **Exhibit A** and **Exhibit B**. The Services shall be complete, and all work, material and services not expressly called for in the Proposal which may be necessary for complete and proper construction to carry out the Contract in good faith, shall be performed, furnished and installed by the Contractor at no increase in cost to City. In the event of a conflict between the provisions of **Exhibit A** and **Exhibit B**, the provisions of **Exhibit A** shall control.

#### 5.0 COMPENSATION

5.1 City shall pay Contractor on a time and material rate as set forth in **Exhibit B** for the Services to be performed.

5.2 An invoice for payment shall be submitted in a form satisfactory to City. At a minimum, the invoice shall include: the purchase order number, the work order number, a description of the work performed, and a total amount.

5.3 Changes in, additions to, or deductions from the Services, including increases or decreases in the quantity of any item or portion of the Services, shall be set forth in a written change order executed by City and by the Contractor which shall specify:

5.3.1 The changes, additions, and deductions to be made.

5.3.2 The increase or decrease in compensation due the Contractor, if any.

5.3.3 Adjustment in the time of completion, if any.

#### 5.4 Contract Ceiling Price

5.4.1 In no event shall City be liable for paying more than the Contract Ceiling Price for Contractor's services rendered under this contract.

5.4.2 If it becomes foreseeable that Contractor will need to perform services such that the cumulative total of costs to City will exceed the maximum permitted by this Contract, any such cost overrun will be handled pursuant to the change order procedure in Chapter 3.08. City and Contractor recognize that City lacks authority to exceed the cost ceiling without the express authorization of the City Council. If the maximum cost to City for this Contract is exceeded unexpectedly, payment shall be made as mutually agreeable and disputes shall be handled pursuant to this Contract, but work shall cease as soon as is reasonably feasible once the cost ceiling plus allowable change orders, if any, is exceeded.

5.5 Except as provided in **Exhibit B**, Contractor shall not be reimbursed for any expenses incurred in rendering services under this Contract.

## **6.0 CONTRACT DOCUMENTS**

The Contract comprises the following documents including all additions, deletions, modifications and appendices and all addenda setting forth any modifications or interpretations of any these documents: Documents required under **Exhibits A–E** and the Standard Specifications (defined below).

## **7.0 TIME FOR COMPLETION AND COMMENCEMENT OF SERVICES**

All Services under the Contract must be completed in compliance with the schedule in **Exhibit A**.

## **8.0 ASSISTANCE BY CITY**

All information, data, records, reports and maps as are in possession of City and necessary for the carrying out of this work shall be available to Contractor without charge. City shall make available to Contractor members of its staff for consultation with Contractor in the performance of this Contract. City does not warrant that the information data, records reports and maps heretofore or to be provided to Contractor are complete or accurate and Contractor should satisfy itself as to accuracy and completeness. City and Contractor agree that City shall have no liability should any information, data, records reports, and maps be inaccurate, incomplete or misleading. Unless provided in **Exhibit A**, no other assistance shall be provided by City to Contractor.

## **9.0 STANDARD OF PERFORMANCE**

9.1 Contractor represents and warrants that it has the training, qualifications, experience and facilities necessary to properly perform the Services required under this Contract in a thorough, competent and professional manner. At all times Contractor shall faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Contract, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Contract.

9.2 Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and 1rules in effect during the Term of this Contract. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Contract, including any business licenses required by City. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this Section.

## **10.0 STANDARD SPECIFICATIONS AND STANDARD PLANS**

10.1 Except as otherwise provided, whenever reference is made to “**Standard Specifications**”, it shall mean:

Standard Specifications for Public Works Construction, most current edition and supplement, as last amended, with Regional Supplements, written and promulgated by Southern California Chapter, American Public Works Association, and Southern California District, Associated General Contractors of

California, Joint Cooperative Committee (“Greenbook”) and the City of Vista Special Provisions to the Greenbook.

10.2 Except as otherwise provided, whenever reference is made to “**Standard Plans**”, it shall mean:

San Diego Area Regional Standard Drawings, and City of Vista Standard Drawings, latest edition, unless otherwise noted.

## **11.0 SUPPLEMENTARY DEFINITIONS**

In addition to or in lieu of the terms and definitions specified in Section 1-2 of the Standard Specifications, wherever the following terms and definitions are used, the intent and meaning shall be as follows:

City: The City of Vista.

Board: The City Council of the City of Vista.

Drawings or Plans: All drawings, plans, maps, profiles and diagrams delineating the work on the Services.

## **12.0 CONTRACTOR’S STATUS; CONTRACTOR’S EMPLOYEES**

12.1 Contractor shall perform the services provided for herein in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling. Contractor is not to be considered an employee of City, nor shall any employees of Contractor be considered employees of City, for any purpose. Contractor shall be under the direction and control of City staff only as to the results to be accomplished. This Contract is not intended to create the relationship of partnership, joint venture, or association between City and Contractor.

12.2 Contractor represents and warrants that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in **Exhibit A**.

12.3 Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Contractor expressly waives any claim Contractor may have to any such rights.

12.4 Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Contractor’s officers, employees, agents and subcontractors that are included in this Contract.

12.5 The payment made to Contractor pursuant to this Contract shall be the full and complete compensation to which Contractor and Contractor’s officers, employees, agents, and subcontractors are entitled for performance of any work under this contract. Neither Contractor nor Contractor’s officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. City will not make any federal

or state tax withholdings on behalf of Contractor. City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

12.6 Contractor agrees to defend and indemnify City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which City may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of City, for work done under this contract. This is a continuing obligation that survives the termination of this Contract.

### **13.0 CIVIL RIGHTS**

13.1 Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations hereinafter enacted.

13.2 Contractor shall not knowingly deny an opportunity or benefit, discriminate against or harass, any employee or applicant for employment on account of the person's race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, or other status protected from workplace discrimination by state or federal law.

13.3 Contractor shall not knowingly give preferential treatment to any applicant for employment on the basis of race, color, ethnicity, national origin, ancestry, religion, creed, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.

13.4 This section shall be interpreted in a manner that is consistent with the California and United States Constitutions and applicable state and federal statutes governing workplace discrimination. The terms used in this section shall have the same meaning as defined in state statutes governing the same subject matter.

13.5 Nothing in this section shall be interpreted as prohibiting bona fide occupational qualifications consistent with applicable state and federal law and reasonably necessary to the normal operation of Contractor. Nothing in this section shall be interpreted as prohibiting regulations and policies to prevent nepotism or conflicts of interest.

13.6 Nothing in this Section shall be interpreted as prohibiting action taken to establish or maintain eligibility for any federal program, where ineligibility would result in a loss of federal funds to City.

13.7 To the fullest extent permitted by law and without limitation by the other provisions of this Contract relating to indemnification and insurance, Contractor shall also indemnify, defend and hold harmless City, and its directors, officers, employees and agents from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or

subcontractors of Contractor or its subcontractors, Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractors. The provisions of this Section survive completion of the services or termination of the Contract.

#### **14.0 CONTROL OF SERVICES**

Each Party shall appoint a representative who shall have the authority to represent and act for that Party ("**Representative**"). Any written or verbal directions or requests of City's Representative delivered to the Contractor's Representative shall have the same force and effect as if delivered to the Contractor. The Contractor's Representative shall have the authority to sign any change order, coordinate the work of all subcontractors and make other decisions pertaining to the Contract.

#### **15.0 ASSIGNMENT AND SUBCONSULTING**

15.1 Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

15.2 Contractor shall be fully responsible to the City for any acts and omissions of Contractor's subcontractor, including persons either directly or indirectly employed by subcontractor, in the event Contractor subcontracts any of the work to be performed under this contract. Contractor's responsibility under this paragraph shall be identical to Contractor's liability for acts and omissions of Contractor and employees of the Contractor. Nothing contained in this Contract shall create any contractual relationship between City and any subcontractor of Contractor, but Contractor shall bind every subcontractor and every subcontractor of a subcontractor by the terms of this contract applicable to Contractor's work, unless such change, omission, or addition is approved in advance in writing by the City Manager or the City Manager's designee. All subcontractors are subject to the prior written review and approval of the City Manager or the City Manager's designee.

#### **16.0 LICENSES**

If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by federal, state or local law, Contractor warrants that such license has been obtained, is valid and in good standing, and that any required bond has been posted in accordance with all applicable laws and regulations.

#### **17.0 FINANCIAL RECORDS**

17.1 Contractor shall maintain any and all documents, ledgers, books of account, invoices, vouchers, canceled checks, or records demonstrating or relating to Contractor's performance of services pursuant to this Contract or evidencing or relating to expenditures and disbursements charged to City pursuant to this Contract. Any and all such documents or

records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Contract. Any and all such documents or records shall be maintained for three years from the date of execution of this Contract and to the extent required by laws relating to audits of public agencies and their expenditures. It is expressly understood and agreed that the provisions of this Section will survive termination of this Contract.

17.2 Any and all records or documents required to be maintained pursuant to this Section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Contract or the primary location from which services are rendered, whichever is closer.

## **18.0 OWNERSHIP OF DOCUMENTS**

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of City. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of Services and that Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of Services.

## **19.0 CONFIDENTIALITY**

19.1 Contractor shall treat all information obtained from City in the performance of this Contract as confidential and proprietary to City. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Contract as confidential.

19.2 Contractor agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of Services. Contractor will not disclose any information prepared for City, or obtained from City or obtained as a consequence of the performance of work to any person other than City, or its own employees, agents or subcontractors who have a need for the information for the performance of Services under this Contract unless such disclosure is specifically authorized in writing by City.

19.3 Contractor's obligations under this paragraph shall survive the termination of this Contract.

## **20.0 CONFLICT OF INTEREST REQUIREMENT**

Contractor agrees that, to the extent applicable, it shall comply with and be bound by all laws and regulations deriving from the relationship of the Contractor to the City, including the Political Reform Act (Government Codes Section 87100 et seq.) Chapters 2.32 or 2.33 of the Vista

Municipal Code, the Community Redevelopment Act (Health & Safety Code 33000 et seq.) and all regulations promulgated thereunder (collectively "Conflict Laws"). As a condition precedent to the formation of this Contract, Contractor warrants and covenants that it is adequately informed regarding the obligations and duties imposed by the Conflict Laws and that to the best of Contractor's knowledge and belief, there exists no conflict of interest (under the laws) that would disqualify the Contractor from participation in any decisions arising out of the performance of this Contract. Prior to commencement of any work in the performance of this Contract, Contractor shall comply with any applicable requirements of Chapter 2.32 of the Vista Municipal Code, including any requirement to file a financial disclosure statement with the City Clerk. Contractor further agrees that no employee, agent or subcontractor for Contractor shall perform any work for the City pursuant to this Contract which will violate the Conflict Laws.

## **21.0 PROHIBITION OF FINANCIAL INTEREST BY CITY OFFICIAL**

Contractor warrants and covenants to City that no City Official has or will have any current or future financial interest in this Contract as of the date approved, nor shall Contractor promise, offer, or enter into any written, oral or implied Contract, to provide any financial interest or remuneration of any kind or manner to any City official with respect to this Contract. For purposes of this Section, the term "City Official" shall mean and include any elected or appointed officer of City, any employee of City, or any spouse or financial dependent of a City official or employee. A violation of this provision shall render this Contract null and void and Contractor shall be subject to restitution of all fees or money paid or earned under this Contract.

## **22.0 INDEMNIFICATION**

Contractor shall defend, indemnify and hold City and its officers, officials, employees, and volunteers harmless against any and all liability, loss, damage, fine, penalty, expense, claim or cost (including without limitation costs and fees of litigation) of every nature (collectively, "Liability") arising out of or in connection with this Contract or its performance, including defects in design, except: (1) Liability caused by City's sole negligence or willful misconduct; or (2) for Liability caused by City's active negligence, in which case the indemnity received by City shall be reduced by the amount: (i) that City's active negligence contributed to the Liability on a comparative basis; or (ii) such other amount as may be required by law ("**Duty of Indemnification**").

## **23.0 INSURANCE AND BONDS**

Contractor shall comply with the insurance provisions set forth in **Exhibit C**.

## **24.0 SERVICE OF NOTICE**

24.1 Any notice, which either Party may desire to give to the other Party, must be in writing and may be given by personal delivery to the Party's Representative or by overnight courier service to the Party's address set forth in Section 1.0. Notice may also be given by mailing it by registered or certified mail, return receipt requested, to the other Party at the address set forth in Section 1.0. Any notice given by mail will be deemed given 48 hours after such notice is deposited in the United States mail, addressed as provided with postage fully prepaid.

24.2 A Party may change its address by giving notice as provided above, and the changed address shall thereafter be deemed to be the address set forth in Section 1.0.

## **25.0 SPECIAL PROVISIONS**

This Contract is subject to, and Contractor shall comply with, the special provisions referenced in **Exhibit E**, if any.

## **26.0 EXHIBITS**

All documents referenced as exhibits in this Contract, or referenced in an exhibit to this Contract, are incorporated herein.

## **27.0 APPLICABLE LAW, VENUE**

This Contract shall be construed and enforced under the laws of the State of California. If any action is commenced by any Party to this Contract, such action shall be filed in a court of competent jurisdiction within the County of San Diego, California.

## **28.0 MODIFICATIONS**

This Contract contains the entire agreement, between the Parties and supersedes all prior negotiations, discussions, obligations and rights of the Parties in respect of each other regarding the subject matter of this Contract. There is no other written or oral understanding between the Parties. No modification, amendment or alteration of this Contract shall be valid unless it is in writing and signed by all Parties.

[Continued on page 10.]

**29.0 EXECUTION**

**IN WITNESS WHEREOF**; the Parties hereto have executed this Contract as of the Contract Date.

“City”

“Contractor”

**CITY OF VISTA**, a chartered municipal corporation

**NAMEX**, statusx

By: \_\_\_\_\_

PATRICK JOHNSON, CITY  
MANAGER JUDY RITTER, MAYOR

By: \_\_\_\_\_

\_\_\_\_\_  
Name/Title

ATTEST:

KATHY VALDEZ, CITY CLERK

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name/Title

APPROVED AS TO FORM:

DAROLD PIEPER, CITY ATTORNEY

By: \_\_\_\_\_

RISK MANAGEMENT REVIEW:

DOLORES GASCON, RISK MANAGER

By: \_\_\_\_\_

**EXHIBIT A  
REQUEST FOR PROPOSALS**

**EXHIBIT B  
CONTRACTOR'S PROPOSAL**

## EXHIBIT C INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, [and for x years thereafter,] insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Nothing in these provisions shall limit Contractor's Duty of Indemnification.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability ("CGL"):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Contractor shall also provide the additional coverages checked below and at least as broad as:

4.  **Professional Liability**, with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the Contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used), unless otherwise approved in advance by City.
2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to City.

### ***Claims Made Policies***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to City for review.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to City.

### ***Waiver of Subrogation***

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of City for all work performed by the Contractor, its employees, agents and subcontractors.

### ***Verification of Coverage***

Contractor shall furnish City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by City before work

commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

**AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

[Labor Code §§ 1720, 1771.1, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

**NOT APPLICABLE TO THIS CONTRACT**

**EXHIBIT E**  
**SPECIAL PROVISIONS**

This Contract is subject to the following provisions, if checked:

1.  State of California grant conditions, as attached.
2.  Federal grant conditions, as attached.
3.  Other conditions, as attached.



**CITY OF VISTA**  
**REVISED BUILDING PERMIT FEES**  
 (7/01/16)

<u>TOTAL VALUATION</u>	<u>PERMIT FEE</u>	<u>PLAN CHECK FEE</u>
1. \$0.00 to \$2,000.00.....\$	246.42	43.45
2. \$2,000.00 to \$25,000.00		
First \$2,000.00 .....	246.42	43.45
Each additional \$1,000.00 or fraction thereof	18.84	20.78
3. \$25,001.00 to \$50,000.00		
First \$25,000.00.....\$	680.13	521.51
Each additional \$1,000.00 or fraction thereof	3.76	10.41
4. \$50,001.00 to \$100,000.00		
First \$50,000.00.....\$	774.54	782.02
Each additional \$1,000.00 or fraction thereof	7.19	6.95
5. \$100,001.00 to \$500,000.00		
First \$100,000.00.....\$	1,134.70	1,129.38
Each additional \$1,000.00 or fraction thereof	1.94	2.39
6. \$500,001.00 to \$1,000,000.00		
First \$500,000.00.....\$	1,914.01	2,085.71
Each additional \$1,000.00 or fraction thereof	4.29	2.78
7. \$1,000,001.00 and up		
First \$1,000,000.00.....\$	4,062.70	3,476.22
Each additional \$1,000.00 or fraction thereof	1.85	1.58

**Certificate of Occupancy**

Certificate of Occupancy fee      \$69.51

\*Repeat Plan Review Fees for single family tract housing when more than 3 of the same models are constructed will be reduced to 10% of the plan check fee.



## CITY OF VISTA BUILDING VALUATION TABLE

This information bulletin provides construction valuation amounts used to determine the building valuation for new construction, miscellaneous building projects as well as alterations and additions to existing structures. Building valuation is used for reporting purposes and is also used in the determination of State seismic and strong motion instrumentation fees, etc.

The following Building Valuation Data has been provided by the International Code Council (ICC) in the January-February 2009 edition of the Building Safety Journal to determine the building valuation and provides average costs on a per square foot basis.

Group (2006 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
<b>A-1 Assembly, theaters, with stage</b>	207.99	201.27	196.59	188.35	177.31	172.08	182.33	161.78	155.82
<b>A-1 Assembly, theaters, without stage</b>	188.37	181.65	176.97	168.72	157.73	152.50	162.70	142.19	136.23
<b>A-2 Assembly, nightclubs</b>	160.35	155.84	151.87	146.10	137.40	133.56	140.99	124.59	120.41
<b>A-2 Assembly, restaurants, bars, banquet halls</b>	159.35	154.84	149.87	145.10	135.40	132.56	139.99	122.59	119.41
<b>A-3 Assembly, churches</b>	191.73	185.01	180.33	172.08	161.06	155.82	166.06	145.52	139.56
<b>A-3 Assembly, general, community halls, libraries, museums</b>	162.11	155.39	149.71	142.46	129.82	126.20	136.44	114.89	109.93
<b>A-4 Assembly, arenas</b>	187.37	180.65	174.97	167.72	155.73	151.50	161.70	140.19	135.23
<b>B Business</b>	161.10	155.30	150.30	143.24	130.34	125.39	137.63	114.22	109.47
<b>E Educational</b>	176.25	170.31	165.47	158.26	148.32	140.74	153.03	130.54	125.61
<b>F-1 Factory and industrial, moderate hazard</b>	97.68	93.20	87.88	84.96	76.10	72.71	81.54	62.67	59.24
<b>F-2 Factory and industrial, low hazard</b>	96.68	92.20	87.88	83.96	76.10	71.71	80.54	62.67	58.24
<b>H-1 High hazard, explosives</b>	91.50	87.02	82.70	78.78	71.10	66.71	75.36	57.67	0.00
<b>H-2, H-3, H-4 High hazard</b>	91.50	87.02	82.70	78.78	71.10	66.71	75.36	57.67	53.24
<b>H-5 HPM</b>	161.10	155.30	150.33	143.24	130.34	125.39	137.63	114.22	109.47
<b>I-1 Institutional, supervised environment</b>	161.32	155.78	151.61	145.46	135.81	132.09	146.81	122.94	118.11
<b>I-2 Institutional, nursing homes</b>	189.55	183.75	178.78	171.69	159.17	0.00	166.08	143.05	0.00
<b>I-3 Institutional, restrained</b>	185.16	179.37	174.39	167.30	155.66	149.72	161.69	139.55	132.80
<b>I-4 Institutional, day care facilities</b>	161.32	155.78	151.61	145.46	135.81	132.09	146.81	122.94	118.11
<b>M Mercantile</b>	119.24	114.73	109.76	104.99	95.94	93.10	99.88	83.13	79.95
<b>R-1 Residential, hotels</b>	163.43	157.90	153.72	147.58	137.69	133.97	148.68	124.81	119.99
<b>R-2 Residential, multiple family</b>	136.97	131.44	127.26	121.11	111.35	107.63	122.34	98.47	93.65
<b>R-3 Residential, one-and two-family</b>	129.98	126.37	123.27	120.01	115.61	112.61	118.02	108.33	101.95
<b>R-4 Residential, care/assisted living facilities</b>	161.32	155.78	151.61	145.46	135.81	132.09	146.81	122.94	118.11
<b>S-1 Storage, moderate hazard</b>	90.50	86.02	80.70	77.78	69.10	65.71	74.36	55.67	52.24
<b>S-2 Storage, low hazard</b>	89.50	85.02	80.70	76.78	69.10	64.71	73.36	55.67	51.24
<b>U Utility, miscellaneous</b>	69.10	65.33	61.44	58.37	52.71	49.14	55.08	41.61	39.61

- a. For shell only buildings use 80 percent of entire project valuation.
- b. Private garages use Utility, miscellaneous.
- c. Unfinished basements, use \$15.00 per sq. ft.

## Miscellaneous Valuations

The following Miscellaneous Valuations table was developed by the San Diego Chapter of ICC and is adjusted annually using the ENR 20 Cities Construction Cost Index, as published by the Engineering News-Record, McGraw-Hill Publishing Company, during the month of January each year.

<u>Structure or Item</u>	<u>Valuation</u>	<u>Structure or Item</u>	<u>Valuation</u>
<b>Agricultural Building</b>	\$40/sq ft	<b>Pile Foundations</b>	
<b>Aluminum Siding</b>	\$12/sq ft	Cast-in-place concrete piles	\$45/lf
<b>Antennas</b>		Steel piles	\$109/lf
Radio over 30 ft high	\$7,335 ea	<b>Retaining Wall</b>	
Dish, 10 ft diameter		Concrete or Masonry	\$37/sq ft
w/decoder	\$8,911 ea	<b>Re-roofing</b>	
<b>Awning or Canopy</b>		1 square = 100 square feet	
(Supported by Building)		<b>Built-up</b>	
Aluminum	\$44/sq ft	Asphalt based low slope	\$333/sq
Canvas	\$18/sq ft	Single-Ply	\$542/sq
<b>Balcony</b>	\$30/sq ft	Coating	\$179/sq
<b>Carport</b>	\$18/sq ft.	Fiberglass	\$298/sq
<b>Commercial Coaches</b>	\$2,444 ea	Overlay	\$244/sq
<b>Decks</b> (wood)	\$30/sq ft	Aluminum	\$1,192/sq
<b>Dwelling Solariums</b>	\$212/sq ft	Clay Tile	\$542/sq
<b>Fence or Freestanding Wall</b>		Concrete Tile	\$488/sq
Wood or Chain Link	\$4/sq ft	<b>Metal Standing</b>	
Wood Frame with Stucco	\$12/sq ft	Seam	\$1,517/sq
Wire	\$4/sq ft	<b>Roof Structure Replacement</b>	\$31/sq
Masonry	\$18/sq ft	<b>Saunas</b> (steam)	\$18,368 ea
Wrought Iron	\$12/sq ft	<b>Spa or Hot Tub</b>	\$15,034 ea
<b>Fireplace</b>		<b>Stairs</b> (ramps)	\$30/sq ft
Concrete or Masonry	\$7,335 ea	<b>Stone and Brick Veneer</b>	\$14/sq ft
Prefabricated metal	\$4,910 ea	<b>Storage Racks</b>	\$1.3/cu ft
<b>Greenhouse</b>	\$12/sq ft	<b>Suspended Ceilings</b>	\$109/sq ft
<b>Manufactured Housing</b>		<b>Swimming Pool</b>	
25% of value of		Per sq ft surface area	
"site built" house	\$51/sq ft	Vinyl-lined	\$70/sq ft
<b>Mobile Home</b>	\$51/sq ft	Gunite	\$77/sq ft
<b>Patio</b>		Fiberglass	\$84/sq ft
Wood Frame with Cover	\$18/sq ft	<b>Tenant Improvements</b>	\$70/sq ft
Metal Frame with Cover	\$24/sq ft		
Wood Frame Cover & Walls	\$27/sq ft		
Metal Frame Cover & Walls	\$30/sq ft		
Screen or Plastic Walls	\$7/sq ft		
<b>Plastering</b>			
Inside	\$6/sq ft		
Outside	\$6/sq ft		

### Alterations to Existing Structures With No Additional Floor Area or Roof Cover

Interior Partition	\$102/lf
Install Windows or Sliding Glass Doors	\$32/sq ft of opening
Close Exterior Wall Opening	\$30/sq ft of opening

To determine building valuation when the scope of work does not add to the existing floor area, for example when enclosing an open porch, or when converting a garage to living space, use the difference in valuation per square foot between the existing and the new use or occupancy.



## PLANNING USER FEES

Item	Fee
<i>Annexation</i>	\$6,958
<i>Appeal</i>	\$500
<i>Architectural Redesign</i>	\$3,750
<i>Boundary Adjustment</i>	\$1,191
<i>Certificate of Compliance</i>	\$597
<i>Comprehensive Sign Program - Minor (1-3 signs)</i>	\$991
<i>Comprehensive Sign Program - Major (4+ signs)</i>	\$1,922
<i>Conceptual Landscape Plan Review - Commercial (single business)</i>	\$716
<i>Conceptual Landscape Plan Review - Commercial Complex</i>	\$956
<i>Conceptual Landscape Plan Review - Industrial</i>	\$697
<i>Conceptual Landscape Plan Review - Residential Subdivision</i>	\$640
<i>Conceptual Landscape Plan Review - Model Home Complex</i>	\$560
<i>Condominium Housing Permit</i>	\$5,502
<i>Environmental Impact Report</i>	Cost + 20%
<i>Environmental Review Exemption (1)</i>	\$177
<i>Environmental Review (2)</i>	\$9,196
<i>Extension of Time</i>	\$1,914
<i>General Plan Amendment</i>	\$9,284
<i>Home Occupation Permit</i>	\$45
<i>Landscape Construction Drawing Review and Inspection – Commercial--single business</i>	\$1,196
<i>Landscape Construction Drawing Review and Inspection - Commercial Complex</i>	\$1,636
<i>Landscape Construction Drawing Review and Inspection - Industrial</i>	\$1,514
<i>Landscape Construction Drawing Review and Inspection - Residential Subdivision</i>	\$1,320
<i>Landscape Construction Drawing Review and Inspection - Model Home Complex</i>	\$1,080
<i>Landscape Construction Drawing Review – Single Family Home</i>	\$300
<i>Minor Use Permit</i>	\$2,036
<i>Operations Use Permit</i>	\$116
<i>Planned Residential Development</i>	\$6,539
<i>Plot Plan Review</i>	\$2,049
<i>Research</i>	\$97
<i>Satellite Antenna Permit</i>	\$138
<i>Sign Permit Review</i>	\$117

## PLANNING USER FEES

Item	Fee
<i>Site Development Plan</i>	
<i>-Commercial</i>	\$5,615
<i>-Industrial</i>	\$4,416
<i>-Residential</i>	\$6,520
<i>Site Development Plan – Minor Amendment</i>	\$2,112
<i>Special Use Permit</i>	\$6,958
<i>Special Use Permit - Minor Amendment</i>	\$2,112
<i>Specific Plan</i>	\$12,195
<i>Specific Plan Amendment</i>	\$4,873
<i>Substantial Conformity Review (SCR)</i>	\$2,049
<i>Temporary Sign – banner only</i>	\$25
<i>Temporary Use Permit - Administrative</i>	\$124
<i>Temporary Use Permit – Zoning Administrator</i>	\$1,009
<i>Tentative Parcel Map</i>	\$3,138
<i>Tentative Subdivision Map (5-15 lots)</i>	\$7,518
<i>Tentative Subdivision Map (16+ lots)</i>	\$9,558
<i>Variance</i>	\$2,196
<i>Zone Change</i>	\$8,855
<i>Zoning Verification Letters</i>	\$165
<i>Zoning Administrator Permit – Large Family Day Care</i>	\$165

- (1) An additional \$50 exemption filing fee for the County of San Diego will be collected from the applicant at the time of project approval.
- (2) Additional Department of Fish and Game fees for filing of Notice of Determination will be collected from the applicant at the time of project approval:

Negative Declaration: \$2,181.25	}	(plus \$50 processing fee for San Diego County Clerk on Notice of Determination)
Mitigated Negative Declaration: \$2,181.25		
Environmental Impact Report: \$3,029.25		

These fees are updated annually by the California Department of Fish and Wildlife. The City of Vista is not responsible for ensuring the state fees noted above are current, please check with the agency to verify.

## ENGINEERING USER FEES

Fee #	Item	Fee
1	<i>Encroachment Permit</i>	\$2,051
2	<i>Final Map (5-15 lots)</i>	\$3,117
3	<i>Final Map (16+ lots)</i>	\$5,723
4	<i>Grading Inspection - Single Family Residence<sup>1</sup></i>	\$1,822
5	<i>Grading Inspection - Small Subdivision/Commercial/Industrial (1-5 sheets)<sup>1</sup></i>	\$2,834
6	<i>Grading Inspection - Medium Subdivision/Commercial/Industrial (6-15 sheets)<sup>1</sup></i>	\$4,345
7	<i>Grading Inspection - Large Subdivision/Commercial/Industrial (16+ sheets)<sup>1</sup></i>	\$8,594
8	<i>Grading Plan Check - Single Family Residence</i>	\$1,189
9	<i>Grading Plan Check - Small Subdivision/Commercial/Industrial (1-5 sheets)<sup>2</sup></i>	\$3,261
10	<i>Grading Plan Check - Medium Subdivision/Commercial/Industrial (6-15 sheets)<sup>2</sup></i>	\$9,843
11	<i>Grading Plan Check - Large Subdivision/Commercial/Industrial (16+ sheets)<sup>2</sup></i>	\$15,434
12	<i>Grading Plan Check and Inspection - Minor</i>	\$554
13	<i>Grading Plan - Additional Work</i>	\$66
14	<i>Grading Reinspection</i>	\$71
15	<i>Improvement Inspection - Small (1-5 sheets)</i>	\$1,378
16	<i>Improvement Inspection - Medium (6-15 sheets)</i>	\$4,589
17	<i>Improvement Inspection - Large (16+ sheets)</i>	\$7,597
18	<i>Improvement Plan Check - Small (1-5 sheets)<sup>2</sup></i>	\$3,544
19	<i>Improvement Plan Check - Medium (6-15 sheets)<sup>2</sup></i>	\$9,875
20	<i>Improvement Plan Check - Large (16+ sheets)<sup>2</sup></i>	\$15,866
21	<i>Improvement Plan Check-Additional Work</i>	\$68
22	<i>Parcel Map</i>	\$2,544
24	<i>Right-of-Way Permit</i>	\$670
25	<i>Storm Water – Final Hydrology and Hydraulic Studies (H&amp;H)</i>	\$2,300
26	<i>Storm Water – Water Quality Technical Report, Standard Project (WQTR-S)</i>	\$820
27	<i>Storm Water – Water Quality Technical Report, Priority Project (WQTR-P)</i>	\$2,300
28	<i>Storm Water – Operations and Maintenance Plan (O&amp;MP)</i>	\$1,800
29	<i>Street Vacation</i>	\$4,705
30	<i>Structure Move in City</i>	\$253

## ENGINEERING USER FEES

Fee #	Item	Fee
31	<i>Wide Load Permit---Daily</i>	\$16
32	<i>Wide Load Permit---Annual</i>	\$73

<sup>1</sup>The level of effort for inspection services is based on the minimum requirements identified in Municipal Code Section 17.56 and a 90 calendar day permit. Additional inspection will be based on the Grading Reinspection hourly rate and an hourly estimate of effort as approved by the City Engineer. The fee and level of effort for inspection of erosion and sediment control for compliance with Municipal Code Section 13.18, the Jurisdictional Urban Runoff Management Plan and the San Diego Regional Water Quality Control Board Order 2001-01 will be calculated specifically for each project site. The fee will be based on the Grading Reinspection hourly rate and an hourly estimate of effort as approved by the City Engineer.

<sup>2</sup>The level of effort for plan checking is based on a three check and mylar check review. Additional improvement plan check will be based on the Improvement Plan Check hourly rate and an hourly rate estimate of effort as approved by the City Engineer. Additional grading plan check will be based on the grading plan check hourly rate and an hourly rate estimate of effort as approved by the City Engineer.

## FIRE PREVENTION FEES

### Fire Alarm System "New"

<i>1-25 devices</i>	\$368
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<i>26-50 devices</i>	\$690
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<i>51+ devices</i>	\$920
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### Fire Alarm System "T.I."

<i>1-25 devices</i>	\$320
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<i>26-50 devices</i>	\$573
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<i>51+ devices</i>	\$642
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<i>Hood &amp; Duct / Extinguishing System</i>	\$460
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### NFPA 13 Fire Sprinkler System

<i>1-50 sprinklers</i>	\$598
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<i>51-100 sprinklers</i>	\$812
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<i>101-200 sprinklers</i>	\$1,027
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<i>201+ sprinklers</i>	\$1,242
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### NFPA 13D /13R Fire Sprinkler Syst.

<i>1-50 sprinklers</i>	\$429
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<i>51-100 sprinklers</i>	\$644
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