



# CITY COUNCIL

## AGENDA BILL # AB22-0044

City of Algona  
 200 Washington Blvd.  
 Algona, WA 98001

### ITEM INFORMATION

<b>SUBJECT:</b>			
<b>FCS Group's Traffic Impact Fee Contract</b>	Agenda Date: September 26, 2022		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		X
	City Attorney		
	City Clerk		X
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline:	Planning Commission		
	Civil Service Committee		
<b>Staff Contact: Dana Parker, Deputy City Clerk</b>			
<b>Attachments:</b>			
<p><b>SUMMARY STATEMENT:</b></p> <p>Transportation Impact Fee Study Contract</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION:</b>			
<b>First Review</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date:</i>		<i>Action:</i>	<i>Vote:</i>

<b>CONSULTANT AGREEMENT</b>	
<b>PROJECT TITLE AND IDENTIFICATION NUMBER</b> Transportation Impact Fee (TIF) Study	<b>WORK DESCRIPTION</b> See Attachment A
<b>CONSULTANT</b> FCS GROUP	<b>CONSULTANT CONTACT NAME, ADDRESS AND TELEPHONE NO.</b> John Ghilarducci FCS GROUP 7525 166 <sup>th</sup> Avenue NE, Suite D-215 Redmond, WA 98052  425-336-1865
<b>FEDERAL I.D. NO.</b> 91-1417946	<b>BUDGET OR FUNDING SOURCE</b> \$131,081
<b>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO.</b>	<b>MAXIMUM AMOUNT PAYABLE, IF ANY</b>
<b>COMPLETION DATE</b> 12/31/2023	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input checked="" type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on \_\_\_\_\_, 2022, between the City of Algona, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Attachment A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Attachment B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Attachment A, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in paragraph 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an

increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in paragraph 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this paragraph, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnification / Hold Harmless. The CONSULTANT shall fully defend, protect, indemnify and hold the City, its officers, officials, employees and volunteers (collectively, "the CITY") harmless from any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of, in connection with, or otherwise resulting in any manner from the performance of this agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the

CONSULTANT and the City, the CONSULTANT'S liability hereunder shall only be to the extent of the CONSULTANT'S negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under the Industrial Insurance provisions of Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this paragraph shall survive the expiration or termination of this agreement.

9. Insurance. The CONSULTANT shall obtain and provide verification of insurance coverage of the type and amount specified in this paragraph.

A. Minimum Scope of Insurance.

The CONSULTANT shall obtain insurance of the types described below:

(1). Worker's compensation and employer's liability insurance as required by the State of Washington;

(2). Commercial General Liability insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 and covering liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the CONSULTANT'S Commercial General Liability insurance policy with respect to any work performed for the CITY.

(3). Professional liability insurance, appropriate to CONSULTANT's field of expertise.

(4). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

B. Minimum Amounts of Insurance.

The CONSULTANT shall maintain the following insurance limits:

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

(3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

(1) All insurance coverage required by this agreement shall be obtained from an insurance company authorized to do business in the State of Washington and holding a current A.M Best rating of not less than A:VII. Excepting professional liability insurance, the CITY will be named on all insurance as an additional insured. The certificates of insurance shall cover the work specified in, related to or performed in any manner under this agreement.

(2) The Automobile Liability, Commercial General Liability and Professional Liability insurance policies required under this agreement shall contain or be endorsed to contain the following provisions:

a. The CONSULTANT'S insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be excess of the CONSULTANT'S INSURANCE and shall not contribute with it.

b. The CONSULTANT'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

The CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work specified under this agreement.

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in paragraph 8.

For purposes of this paragraph, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this paragraph shall survive the expiration or termination of this agreement.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this paragraph shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Disputes/Conflict amongst attachments. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review. In case of conflict between the Attachments to this Agreement and the portions of this Agreement preceding the signature lines (paragraphs 1-24), the terms of paragraphs 1-24 shall prevail. Any limitations on liability and indemnification expressed in the Attachments beyond those specified in paragraph 8 (prior to signature line) shall be null and void.

14. Term. The term of this agreement shall be from the date first written above following mutual execution by the parties, and shall extend through 12/31/2023, unless

terminated as provided in paragraph 15 herein. The term may be extended by a writing mutually executed by the parties.

15. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on the part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

16. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or material man, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

17. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY.

18. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorneys' fees, in addition to any other award.



20. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. City Business License. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement if required by CITY ordinances. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

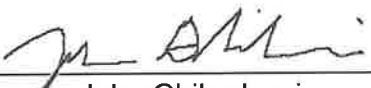
23. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

24. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF ALGONA:

  
By: John Ghilarducci  
Title: President

\_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk

## ATTACHMENT A

### SCOPE OF WORK

The following scope of services is for a capital facilities plan update (DKS) and traffic impact fee analysis (FCS GROUP) for the City of Algona.

#### **Scope of Work - Capital Facilities Plan Update**

**DKS Associates will provide a Transportation Capital Facilities Plan (CFP) update to support development of a traffic impact fee.**

#### **TASK 1 | REVIEW EXISTING PLANS AND POLICIES**

DKS will obtain and review applicable portions of the following transportation plans and policies:

- 2015 Algona Comprehensive Plan
- Transportation Plans of bordering agencies – Auburn, Pacific, King County
- 2018 Puget Sound Regional Council - Regional Transportation Plan
- Washington Department of Commerce Periodic Update Checklist for Cities

DKS will use relevant available data to supplement the new data collected in Task 2 and identify potential issues or conflicts with the CFP update. This scope does not include any updates to transportation vision, goals and policies provided in the 2015 Algona Comprehensive Plan.

#### **TASK 2 | FACILITY INVENTORY AND EXISTING CONDITIONS ANALYSIS**

DKS will conduct a high level inventory of collectors and arterials for the existing conditions narrative for motor vehicles, transit, pedestrian and bicyclists. DKS will obtain available GIS mapping data from King County to support the creation of graphics for the CFP. The inventory findings will be summarized in GIS figures for each mode. The maps and inventory will be used to identify gaps and deficiencies in the walking, bike and transit systems.

DKS will conduct weekday AM peak period (7 to 9 AM) and mid-day or PM peak period (2 additional hours, to be determined with City input) turn movement counts at the identified study intersections. DKS will obtain collision data from WSDOT for the past five years at the study intersections and along city collector and arterial facilities within the Algona city limits. DKS will review the collision data, calculate intersection and roadway crash rates, identify existing safety issues and recommend potential countermeasures, if needed. Where possible, DKS will leverage recent traffic counts taken for the Gibson Traffic Consultants study completed in March 2022.

DKS will create a Synchro operations model of the study intersections to represent 2022 existing conditions. The model will be used to report intersection performance (level of service, delay, volume to capacity ratio) and identify existing operational deficiencies and local system needs based on regional and local performance standards.

#### **TASK 3 | FUTURE TRAFFIC VOLUME FORECASTS**

DKS will use the traffic growth rates developed for the Comprehensive Plan to estimate growth in traffic volumes. Future 2042 Baseline PM peak hour traffic volumes (or mid-day peak traffic volumes, as determined in Task 2) will be developed for the study intersections and key roadway segments.

DKS will document the traffic volume forecast methodology and the land use growth projections (residential and employment) obtained from the PSRC model.

#### **TASK 4 | FUTURE SYSTEM NEEDS AND RECOMMENDATIONS**

DKS will update the existing conditions Synchro model of the study intersections to represent 2042 Baseline conditions. The model will be used to report intersection performance (level of service, delay, volume to capacity ratio), and identify future operational deficiencies and local system needs based on state and local performance standards. These operations will be used to determine the need for roadway network improvements to be modeled in Task 3.

DKS will update the Baseline conditions Synchro model of the study intersections to represent 2042 Mitigated conditions. DKS will conduct a high level evaluation of additional street connectivity improvements based on an iterative process using the future travel demand model.

DKS will evaluate the need for pedestrian, bicycle, transit, and parking based on the transportation analysis and input from the project team.

DKS will prepare a 20-year transportation capital facility project list with descriptions and an accompanying project map. Planning level cost estimates will be prepared for each project.

DKS will develop a roadway classification map to identify the hierarchy of the street system. This figure will inform how city guidelines and standards are applied.

#### **TASK 5 | FINANCE PROGRAM AND SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN**

The City will provide transportation funding sources and expenditures over the past five years.

DKS will coordinate with the City to estimate future funds expected to be available to construct new transportation projects, for maintenance, and for other transportation-related programs. Funding forecasts will be prepared for the short-term year 2028 and long-term year 2042.

DKS will prepare recommendations for priority projects to include in a Six-Year Transportation Improvement Plan (Year 2028) with input from City staff. DKS will provide information on additional transportation revenue sources to consider for potential funding shortfalls.

DKS will provide support to the City to develop a Traffic Impact Fee (TIF) program using the CFP project list and cost estimates from Task 5. The land use growth projections (residential and employment) obtained from the PSRC model in Task 3 will be used to determine growth in trips through the year 2042.

#### **TASK 6 | DRAFT AND ADOPTION READY CAPITAL FACILITIES PLAN**

- DKS will document the findings and recommendations in a Draft Transportation Capital Facilities Plan.
- DKS will respond to one round of consolidated and unified comments from the project team and provide an Adoption Ready Draft Transportation Capital Facilities Plan.
- DKS will coordinate with City staff to prepare the Washington Department of Commerce Periodic Update Checklist for Cities to highlight Draft CFP compliance with state requirements obtained from the PSRC model.

#### **TASK 7 | MEETINGS/PUBLIC INVOLVEMENT**

To support the CFP update, DKS will attend the following meetings:

- Up to three project team coordination conference calls
- Up to one in person coordination meeting at City Hall
- One Community Open House (assumed in person)
- One Planning Commission/City Council Work Session (assumed in person)
- Up to three City Council Hearing for adoption (assumed in person)

The budget below is for the “Capital Facilities Plan Update” tasks above, to be performed by DKS.

Task	Description	Principal	Project Manager	Transportation Engineer/Modeler	Transportation Planner	Traffic Engineer Associate	GIS/Graphics Tech	Admin	Direct Expenses	Total Hours	Total Budget by Task
1	review existing plans and policies		1		1	6		2	\$ -	10	\$ 1,742
2	facility inventory and existing conditions	1	2	4	16	24	12	2	\$ 3,000	61	\$ 14,073
3	future traffic forecasts	1	8	24	4	12		2	\$ -	51	\$ 9,784
4	future needs and recommendations	2	4	20	32	24	12	1	\$ -	96	\$ 18,105
5	finance program and TIP	1	4	24	8	8		2	\$ -	47	\$ 9,042
6	capital facilities plan	1	8	16	24		8	2	\$ -	59	\$ 11,575
7	public involvement support	16	40		8			2	\$ 500	66	\$ 16,050
<b>Project Total</b>		<b>22</b>	<b>67</b>	<b>88</b>	<b>93</b>	<b>74</b>	<b>32</b>	<b>14</b>	<b>\$ 3,500</b>	<b>390</b>	<b>\$80,171</b>
<b>Billing Rate</b>		<b>\$305.76</b>	<b>\$218.40</b>	<b>\$191.10</b>	<b>\$202.02</b>	<b>\$169.76</b>	<b>\$163.80</b>	<b>\$152.88</b>			

### Scope of Work - Technical Analysis

**FCS GROUP will perform the traffic impact fee policy and technical analysis.**

#### **TASK 1 | DATA COLLECTION / KICKOFF MEETING**

Provide the City a data needs list. Meet with City staff to collect and discuss initial data, review the work plan and schedule, discuss TIF policy and technical issues, and kickoff the study.

#### **Deliverables:**

- Project schedule with task completion and key milestone review points.
- Identification of project team communication leads.
- Validated financial, engineering, and customer billing data that serves as the primary inputs for the analysis.

#### **TASK 2 | POLICY FRAMEWORK**

Write a technical memorandum defining key policy issues, describing alternatives, and providing recommendations – for discussion and agreement with City staff. Key issues would likely include some if not all of the following:

- Multi-modal (e.g., vehicle, bike, pedestrian) TIF methodology.
- Basis of the Fee (average daily v. peak-hour trips; vehicle v. person trips)
- Project cost allocation methodologies.
- Credits and exemptions.

#### **Deliverables:**

- Technical memorandum.

#### **TASK 3 | TECHNICAL ANALYSIS**

- Compile the TIF project list and growth allocations, incorporating DKS’ work into the impact fee analysis. The list will include the list of projects and updated costs to be used as the TIF basis – and the capacity-increasing portion of each project for inclusion in the TIF, consistent with the policy direction agreed upon in Task 2.
- Set up a spreadsheet model for the TIF analysis, based on the preliminary policy direction from Task 2.

- Calculate the impact fee from information on the eligible cost of planned future facilities. TIFs will be calculated for up to two different fee structure alternatives.

**Deliverables:**

- Analysis spreadsheet.

**TASK 4 | DOCUMENTATION**

A comprehensive study document will provide a reference for the methodology, data and assumptions used to prepare the impact fees, or each impact fee separately. The documentation allows for a greater foundation of understanding when future updates are performed.

- Prepare a draft methodology report describing policy recommendations, methodology, and results for review by City staff.
- Prepare a draft ordinance reflecting the recommended TIF and TIF structure.
- Provide a final report after Council action (Task 5).

**Deliverables:**

- Draft report and final report
- Presentation slides.

**TASK 5 | MEETINGS**

- Meet up to six times with City staff to review and discuss the following general topics:
  - Policy options (technical memorandum) and recommendations.
  - Analytical findings and results.
  - Implementation of recommended charges.
- Prepare for and attend up to four meetings (total) with the City Council (or other interested parties).

**Deliverables:**

- Up to six meetings with City staff.
- Up to four meetings with City Council.

The budget below is for the "Technical Analysis" tasks above, to be performed by FCS GROUP.

Tasks	Consultant/Staff Hours				Total Labor Hours	Budget
	Principal Ghilarducci	Technical Manager	Consultant	Admin		
<b>Effective Hourly Billing Rates:</b>	\$280	\$205	\$175	\$90		
<b>Task 1   Data Collection / Kick-off Meeting</b>						
i. Data Collection & Kickoff Meeting (1)	4	4	8	4	20	\$3,700
<b>Task 2   Policy Framework</b>						
i. Write Technical Memorandum	2	4	12		18	\$3,480
<b>Task 3   Technical Analysis</b>						
i. Compile TIF Project List	2	2	8		12	\$2,370
ii. Develop Spreadsheet Tool	2	4	12		18	\$3,480
iii. Calculate TIFs	2	4	8		14	\$2,780
<b>Task 7   Documentation</b>						
i. Draft Methodology Report	2	4	24		30	\$5,580
ii. Prepare Draft Ordinance	4	8	16		28	\$5,560
iii. Prepare Final Report	2	4	8	2	16	\$2,960
<b>Task 8   Meetings</b>						
i. Review Meetings with Staff (6)	12	24	24		60	\$12,480
ii. City Council Meetings (4)	16	8	12		36	\$8,220
<b>Labor Budget</b>	<b>48</b>	<b>66</b>	<b>132</b>	<b>6</b>	<b>252</b>	<b>\$ 50,610</b>
<b>Expense Budget</b>						<b>\$ 100</b>
<b>Total Project Budget</b>						<b>\$ 50,710</b>

The total project budget includes both the transportation capital facilities plan update and the impact fee technical analysis. That total, including both FCS GROUP and DKS, is \$131,081.