Title: GVTIF Update – Approve Professional Service Agreement

Recommended Motion: That Council: 1) authorize the Public Works Director/City Engineer to execute a professional service agreement with Parsons Brinckerhoff, Inc. for the GVTIF Update in the amount of $49,086 with the ability to approve amendments for an additional 10% of the contract amount, subject to legal review; and 2) authorize a budget transfer in the amount of $30,000.00.

Background Information: With the recent traffic model update, which combined the City and County models, the City, the Nevada County Transportation Commission and Nevada County issued Requests for Qualifications for Professional Services to update the Grass Valley Transportation Impact Fee (GVTIF), the Regional Transportation Mitigation Fee and the Nevada County Traffic Impact Mitigation Fee programs in November 2014. Three proposals were received. After interviewing the three firms, the agencies jointly selected Parsons Brinckerhoff, Inc. as the most qualified professional firm for the project. Each agency will enter into separate contracts with the Consultant to complete their respective program updates.

Staff requests that Council: 1) authorize the Public Works Director/City Engineer to execute a professional service agreement with Parsons Brinckerhoff, Inc. for the GVTIF Update in the amount of $49,086 with the ability to approve amendments an additional 10% of the contract amount, subject to legal review; and 2) authorize a budget transfer of $30,000.00 – see attached draft request.

Council Goals/Objectives: Entering into a PSA for the GVTIF Update executes portions of work tasks towards achieving/maintaining Strategic Plan – Economic Development and City Infrastructure Investment.

Funds Available: Yes

Account #: 180-6387-3039

Reviewed by:
__ City Manager
__ Finance
PROFESSIONAL SERVICES AGREEMENT
(City of Grass Valley / Parsons Brinckerhoff)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Grass Valley, a California municipal corporation ("City"), and Parsons Brinckerhoff, Inc. a New York corporation ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: professional services for CIP #14-13 to update the Grass Valley Transportation Impact Fee (GVTIF) Update Project.

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

3.1. "Scope of Services": Such professional services as are set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.

3.2. "Approved Fee Schedule": Such compensation rates as are set forth in Consultant’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

3.3. "Commencement Date": March 11, 2015

3.4. "Expiration Date": March 11, 2016

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by City in writing and shall be incorporated in written amendments to this Agreement.
The Public Works Director/City Engineer may extend this agreement for one (1) additional one (1) year period and shall be incorporated in written amendments to this Agreement.

5. CONSULTANT’S SERVICES

5.1. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of forty-nine thousand, eighty-six dollars and no cents ($49,086.00) unless specifically approved in advance and in writing by City.

5.2. Consultant shall obtain a City business license prior to commencing performance under this Agreement.

5.3. Consultant shall perform all work to the standard of care ordinarily required of those in the same profession and discipline providing similar services in the locale in the same period of time, and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.4. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.

5.5. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Donald Hubbard, TE, AICP shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

5.6. Consultant has represented to the City that key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
5.7. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

6. COMPENSATION

6.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.

6.2. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered by work activities as defined in the Scope of Services in conjunction with current cost during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3. Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

6.4. Consultant shall not perform additional services unless prior written approval is given by the City. Consultant shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

6.5. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that services of such value have been rendered pursuant to this Agreement.

7. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

8. OWNERSHIP OF WRITTEN PRODUCTS
All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

9. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation.

10. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

11. INDEMNIFICATION

11.1. The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

11.2. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim covered herein, defend City, its officers, agents, employees and volunteers from and against any and all claims and
losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice, expert fees and all other costs and fees of litigation. Consultant shall be entitled to a refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent only if the City is found to be at least partially actively negligent, and such refund shall be in proportion to the City’s comparative active negligence.

11.3. City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 11 and any amount due City from Consultant arising from Consultant’s failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

11.4. The obligations of Consultant under this Section 11 are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

11.5. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

11.6. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance
policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1. Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement. Contemporaneous with the signing of this Agreement, the Consultant shall file with City a Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. Documentation of such rating acceptable to the City shall be provided at the same time Insurance Certificates are submitted.

12.2. Prior to execution of this Agreement and prior to commencement of any work, the Consultant shall furnish the City with original endorsements effecting coverage for all policies required by the Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. At the City’s discretion, the City may review complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. If the City requests, the Consultant will allow City to review one copy of each required policy to the City, and additional copies if requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

12.3. In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, the City may obtain the required insurance and deduct the premium(s) from PSA monies due the Consultant.

12.4. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

12.5. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

12.6. The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.
12.7. All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

12.8. Consultant shall report to the City, in addition to the Consultant’s insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under the Agreement.

12.9. General Liability Insurance

12.9.1. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01.

12.9.2. Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.

12.9.3. Minimum Limits:

- $1,000,000 per Occurrence
- $2,000,000 General Aggregate; the General Aggregate shall apply separately to each location
- $2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project.

12.9.4. Prior written consent is required if the insurance has a deductible or self-insured retention in excess of $25,000.

12.9.5. The City of Grass Valley must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Consultant.

12.9.6. The policy definition of “insured contract” must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (“f” definition of insured contract in ISO form CG 00 01, or equivalent).

12.9.7. The insurance provided to City of Grass Valley as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City of Grass Valley.

12.9.8. Thirty (30) days' prior written notice of cancellation or material change must be provided to City of Grass Valley.
12.9.9. The policy must cover inter-insured suits and include a “separation of insureds” or “severability” clause which treats each insured separately.

12.9.10. Required Evidence of Coverage: (1) Copy of the additional insured endorsement or policy language granting additional insured status; (2) Copy of the endorsement or policy language indicating that coverage applicable to City of Grass Valley is primary and non-contributory; and (3) Properly completed Certificate of Insurance.

12.10. Worker's Compensation Insurance

12.10.1. By their signature hereunder, each person signing this Agreement on behalf of Consultant certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and he or she will comply with such provisions before commencing the performance of the work of this Agreement.

12.10.2. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.10.3. Consultant shall carry Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California, including Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; and $1,000,000 Disease per policy.

12.10.4. Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the City of Grass Valley."

12.10.5. The policy must include a written waiver of the insurer's right to subrogate against the City of Grass Valley.


12.10.7. If there is an exposure of injury to Consultant’s employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
12.10.8. Consultant shall require all Subconsultants to maintain adequate Workers’ Compensation insurance. Certificates of Workers’ Compensation shall be filed forthwith with the City upon demand.

12.11. Endorsements

12.11.1. Each Commercial General Liability policy shall be endorsed with the following specific or similar language:

“Insured: The City of Grass Valley, its elected or appointed officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations and activities performed by or on behalf of the named insured.”

“Contribution Not Required: As respects (a) work performed by the Named Insured for or on behalf of the City of Grass Valley; or (b) products sold by the Named Insured to the entity; or (c) premises leased by the Named Insured from the City of Grass Valley, the insurance afforded by this policy shall be primary insurance as respects the City of Grass Valley, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the City of Grass Valley, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.”

“Cancellation Notice: With respect to the interests of the City of Grass Valley, this insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City of Grass Valley.”

“Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.”

12.12. Automobile Liability Insurance

12.12.1. Consultant shall maintain automobile liability insurance covering bodily injury and property damage in an amount no less than ONE MILLION DOLLARS ($1,000,000) combined single limit for each occurrence.

12.12.2. Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
12.12.3. The endorsements listed above for each General Liability Policy shall also apply to the Automobile Liability Policy.

12.13. Professional Liability Insurance or Errors & Omissions Coverage

12.13.1. Consultant shall maintain Professional Liability Insurance or Errors & Omissions Coverage in an amount no less than ONE MILLION DOLLARS ($1,000,000).

12.13.2. Prior written consent is required if the insurance has a deductible or self-insured retention in excess of $25,000.

12.13.3. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

12.13.4. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after the completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

12.13.5. Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Grass Valley.


12.14.1. Prior to execution of this Agreement, Consultant shall furnish City with original endorsements effecting coverage for all policies required by this Agreement. Endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to City. At City’s discretion, City may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. If City requests, Consultant will allow City to review one copy of each required policy and additional copies if requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by City shall not relieve or decrease any liability of Consultant.

12.14.2. Premium Payments: The insurance companies shall have no recourse against the City and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
12.14.3. Policy Deductibles: The Consultant shall be responsible for all deductibles in all of Consultant’s insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to City’s approval.

12.14.4. Consultant’s Obligations: Consultant’s indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

12.14.5. Material Breach: Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

12.15. Documentation

12.15.1. At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager copies of all documents listed as “required evidence of coverage” in this Agreement, including a certificate or certificates of insurance showing that the required policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

12.15.2. The Certificate of Insurance must include the following reference: GVTIF 2015 Update Project

12.15.3. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notice of Cancellation is: City of Grass Valley, Attn: Engineering Division, 125 E Main Street, Grass Valley, CA 95945.

12.15.4. Current Evidence of Coverage must be provided for the entire required period of insurance.

12.15.5. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

13. MUTUAL COOPERATION

13.1. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

13.2. If any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.
14. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

15. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant’s performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Timothy M. Kiser  
City of Grass Valley  
Public Works Department  
125 East Main Street  
Grass Valley, CA 95945  
Telephone: (530) 274-4351  
Facsimile: (530) 274-4399

If to Consultant

Darren Henderson, AICP  
Principal In Charge  
2329 Gateway Oaks Drive, Suite 200  
Sacramento, CA 95833  
Telephone: (916) 925-3517

With courtesy copy to:

Michael G. Colantuono, City Attorney  
Colantuono, Highsmith & Whatley, PC  
11364 Pleasant Valley Road  
Penn Valley, CA 95946-9000  
Telephone: (530) 432-7357  
Facsimile: (530) 432-7356
17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 11, Paragraph 13.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

18.1. City may terminate this Agreement for any reason on five calendar days’ written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days’ written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

18.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18.3. In the event of breach of any material condition or provision hereof, the City shall have the right, after giving Consultant a reasonable opportunity to cure, to terminate this Agreement and have the work thus canceled otherwise performed, without prejudice to any other rights or remedies of the City. The City shall have the benefit of such work as may have been completed up to the time of such termination, and with respect to any part which shall have been delivered to and accepted by the City there shall be an equitable adjustment of compensation, which in no event shall exceed the total amount provided in Item 5 hereof.

19. GENERAL PROVISIONS

19.1. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City’s Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
19.2. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

19.3. Consultant shall not use the services of any Subconsultant other than those included in the proposal without the written approval of the City prior to Subconsultant commencing any work on this project. The Subconsultant shall comply with all applicable provisions of this Agreement, including, but not limited to, providing records, time of completion, insurance, payment schedule, etc.

19.4. This Agreement shall be binding on the successors and assigns of the parties.

19.5. Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the parties.

19.6. Time is of the essence for each and every provision of this Agreement.

19.7. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

19.8. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

19.9. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver.

19.10. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

19.11. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every
other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants’ and attorneys’ fees expended in the action. The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction in Nevada County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

19.12. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19.13. This Agreement shall be governed and construed in accordance with the laws of the State of California.

19.14. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

19.15. Consultant warrants and covenants that no official or employee of the City, nor any business entity which an official of the City has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement, nor that any such person will be employed in the performance of this Agreement without immediate divulgence of such fact to the City.

19.16. Each party had an opportunity to consult with an attorney in reviewing and drafting this Agreement. Therefore, the usual construction against the drafting party shall not apply to this Agreement.

19.17. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for
a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

19.18. Community Development Block Grant required general provision statements are attached hereto as Exhibit C and incorporated herein by this reference.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Grass Valley

By: __________________________
Signature

Printed: Timothy M. Kiser
Title: Public Works Director/City Engineer
Date: ________________________

Attest:

By: __________________________
Kristi K. Bashor, City Clerk
Date: ________________________

Approved as to form:

By: __________________________
Michael G. Colantuono, City Attorney
Date: ________________________
EXHIBIT A – SCOPE OF SERVICES

CITY OF GRASS VALLEY
ENGINEERING DIVISION

I. Project Description
CONSULTANT hereby agrees to provide professional services as an independent contractor and related support services to update the City’s GVTIF Program, CIP 14-13 GVTIF 2015 Update.

II. Consultant Staffing
In the event there is a need to substitute key personnel by the CONSULTANT for project management or primary design responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the City Engineer for the replacement staff. Specifically, Donald Hubbard, TE, AICP has been identified by the CONSULTANT as the Project Manager.

III. Items of Work
The Scope of Services shall include Professional Services to update the City’s GVTIF Program and more specifically:

1. The CONSULTANT’s Statement of Qualifications for the Grass Valley Transportation Impact Fee 2015 Update dated December 2014 Section D – Project Understanding and Approach is attached to the PSA and incorporated herein as Exhibit D.

The City Engineer or his representative shall provide written authorization for each of the primary tasks identified in Exhibit B, specifically Tasks 1, 2 and 3, prior to the Consultant beginning work on said task.

Consultant shall not invoice the City for more than the budgeted amount of $49,086.00, without prior approval from CITY. The CITY shall review and pay approved charges within 30 days of receipt of the invoice. The City shall provide payments to CONSULTANT upon submission and acceptance of an invoice filed by CONSULTANT.

Reimbursable expenses identified in the “Scope of Services” and deliverables have been accounted for in the budgets for individual tasks.

IV. Work Schedule
Design timeframe will be 300 calendar days for completion of the project. A detailed Approved Work Schedule is attached and incorporated hereto as Exhibit C.

V. Payment Schedule
Payments shall be made to CONSULTANT based on actual costs and as set forth below. Hourly rates shall include all travel costs and shall start from the Engineering Department at the City of Grass Valley, unless otherwise directed by the City of Grass Valley Public Works Director/City Engineer or his assignee. Payment at the hourly rate shall include all vehicles, communication, and other tools and incidental costs and no other payment shall be allowed. CONSULTANT shall bill the City not more often than monthly for the work performed that month pursuant to the Agreement. Payment shall be in accordance with the rates shown in Exhibit “B” Approved Fee Schedule which may be updated yearly with the approval of the Public Works Director/City Engineer. Billing submitted by the CONSULTANT shall be itemized by work activities.

Payment requests shall be subject to review and approval by the City. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the Scope of Services.

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Total payment shall not exceed $49,086.00 without modification to the Agreement signed by both parties. The City Engineer, acting on behalf of the City, has discretion to approve up to $4,908.00 in contingencies for the associated tasks. CONSULTANT shall not undertake such work without prior written approval of the City.

Upon CONSULTANT's request, the City will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 10261, if CONSULTANT deposits in escrow with an approved escrow agent or with a bank acceptable to the City, securities eligible for the investment of State or City funds under Government Code Section 16430 or bank or savings and loan certificate of deposit upon the following conditions:

a. CONSULTANT shall bear the expense of the City and the escrow agent in connection with the escrow deposit made.

b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to CONSULTANT pursuant to this section.

c. CONSULTANT shall enter into an escrow agreement satisfactory to the City, which agreement shall include provisions governing among other things:

1. the amount of securities to be deposited,
2. the providing powers of attorney or other documents necessary for the transfer of the securities to be deposited,
3. conversion to cash to provide funds to meet defaults by CONSULTANT including, but not limited to, termination of the CONSULTANT'S control over the work, or other amounts to be kept or retained under the provision of the agreement,
4. decrease in the value of the securities on deposit,
5. the termination of the escrow upon completion of the agreement.
D. Project Understanding and Approach

The technical tasks needed to successfully complete the nexus study update are described below. Exhibit 1 shows how these tasks relate to one another and how they correspond to the tasks listed in the SOQ. As suggested in the SOQ, the task list below is more detailed and comprehensive than the task list shown in SOQ Section 4, but provides a clearer description of how the work will actually be performed.

Task 0: Project Management and Coordination

Objective: Coordinate the exchange of technical information and facilitate decision-making on the specific elements of the GVTIF update between Parsons Brinckerhoff and the City of Grass Valley and with other relevant agencies.

Activities:
1. Telephone calls, conference calls, emails, and other communications
2. Preparation of progress reports and monthly invoices.
3. Conduct Technical Advisory Committee (TAC) meetings

Discussion:
Nexus and fee updates may involve dozens of technical and policy decisions that require joint effort by the agency and the consultant. In our experience this is best accomplished through a series of meetings covering major topics supplemented with conference calls to discuss specific technical issues.

Task A: Review City Design Standards

Objective: Review Section 4 of the City of Grass Valley Design Standards to determine if any revisions are needed.

Activities:
1. Review Section 4.
2. Submit a technical memorandum showing the results of the review and any suggested changes.

Products:
1. Technical memorandum summarizing our review of Section 4.

Discussion:
The Design Standards set the framework for traffic analyses to be performed on development projects in the City. The key to successful design standards is that they set clear thresholds for when an action is needed or not. We must bear in mind that the Design Standards are not just for the City and the developer, but are also public documents that can be used by opponents of specific development projects. Many a lawsuit has been based on ambiguously-worded TIA guidelines.

For example, the current version of Section 4 includes passages such as, “For projects within one (1) mile of a...
state highway, or any project that may create a significant impact on a state highway, coordination with Caltrans may be necessary." This creates a chicken-and-egg situation where you must first know if the project could create a significant impact before deciding whether to analyze for significant impacts. Moreover it also does not define what exactly the developer is to do with Caltrans, so it is impossible to determine whether they took all of the required actions or not. A possible improvement would be, “For projects within one (1) mile of a state highway, or any project that adds 25 or more trips to a state highway, the Scoping Agreement will be submitted to Caltrans for review. In such cases an analysis of impacts to state facilities will be made if deemed necessary by Caltrans.” The improved wording clearly defines both the threshold and the action to be taken.

The RFP Addendum suggested that the City does not plan to change the design guidelines at this time. However, due to the issues such as the one described above, we feel that half a day or a day on this task would be well worth the minor cost.

Task 1: Review Demographic and Traffic Model Assumptions
Objective: Determine if NCTC Traffic Model is suitable for GVTIF program nexus analysis and fee schedule update and recommend model enhancements if needed.

Activities:
1. Obtain 2014 NCTC Traffic Model existing year and future year demographic data, trip tables, and loaded networks.
2. Review NCTC Model’s analysis features and capabilities.
4. Review NCTC Model’s network extents and other assumptions.

Products:
1. Technical memorandum summarizing our review of the NCTC Traffic Model to validate its use as the basis for the GVTIF program nexus analysis.

Discussion:
Demographic Review: Population was rising in Nevada County at the time of the last nexus study update, but has since been in decline, as it has in other foothills counties in recent years (see Exhibit 2). This issue must be handled very carefully since a declining population could be considered a prima facie indication that there will be no growth and so no growth impacts that need to be mitigated. Parsons Brinckerhoff will carefully analyze this phenomenon with particular attention given to household size and the spatial distribution of population to determine whether there may be increases in the driving population in certain areas that could lead to the need for roadway improvements, even if the county-wide total population declines. We will review and advise City staff if any model or fee program revisions are necessary in this regard.

Model Review: The NCTC traffic model will be a key analytical tool for the fee study. For the purposes of legal defensibility it is important that it be given an independent peer-review. Parsons Brinckerhoff will draw upon its extensive experience in developing and updating regional transportation models to facilitate the review. In the past, Parsons Brinckerhoff has uncovered problems with traffic models that the owners never knew existed. For example, the figure at left in Exhibit 3 shows a comparison between PM peak-hour model volumes and actual traffic counts that we did for one of our fee study clients. As can be seen in the figure, the client’s model systematically over-predicted traffic volumes. If this model had been used as given the resulting fee program would have been vulnerable to legal challenge for over-stating project impacts. Parsons Brinckerhoff was able to
fix the model so that it replicated traffic forecasts within the performance standards set by the State.
The Parsons Brinckerhoff staff selected for this project are particularly suited to perform the model testing task, having developed or tested dozens of TransCAD models in California. Prior to joining Parsons Brinckerhoff Don Hubbard led the development of both the 4-D model component and the dynamic validation technique used in the development of the NCTC model and is intimately acquainted with the strengths and weaknesses of this class of models.

Task 2: Review GVTIF Network and Suggest Changes as Needed
**Objective:** Determine if the facilities constituting the GVTIF program have been correctly identified.

**Activities:**
1. Evaluate the criteria used to identify the facilities for possible inclusion in the GVTIF program.
2. Suggest changes as needed.

**Discussion:** It is well understood that the GVTIF cannot and should not be used to fund every road improvement that will be needed in Grass Valley, and that some facilities should be funded through other mechanisms. We will work with City staff to identify which roads are potential candidates for GVTIF funding.

Task 3: Review and Confirm Future Deficiencies and Needs
**Objective:** Identify which facilities in the GVTIF network will have capacity problems in the future and what improvements will be needed to provide sufficient capacity.

**Activities:**
1. Review previous analyses of future deficiencies.

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**Exhibit 2: Recent Population Trends in Foothill Counties**

- Nevada County
- Amador County
- Calaveras County
- Lassen County
- Plumas County
- Mariposa County
- Tuolumne County

The graph shows the population of each county as a percentage of the 2008 population from 2005 to 2013, with a year of previous update indicated.
2. Use the NCTC Traffic Model to forecast existing and future year traffic conditions on the GVTIF network.
3. Use planning-level Level of Service (LOS) and volume-capacity (V/C) ratio criteria to identify/confirm facilities where forecast volumes exceed capacity. Up to fifty (50) locations will be analyzed.
4. Identify/confirm improvements needed to provide sufficient capacity to serve the forecast demand at the target LOS.

**Products:**
1. Technical memorandum summarizing our analysis of future deficiencies and needed improvements.

![Exhibit 3: Model Volumes vs. Traffic Counts Before (left) and After (right) Parsons Brinckerhoff Model Improvements](image)

**Discussion:** Determining where future capacity deficiencies will occur and how much is attributable to new development, as opposed to existing deficiencies, is a key element of any nexus study. There are three possible cases (see Exhibit 4), namely:

- In Case 1, the facility is operating at below its capacity under existing conditions and is forecast to continue to do so under horizon-year conditions. In such cases there is no deficiency and so no impact fees can be collected for the project.
- In Case 2 the facility operates below its maximum capacity under existing conditions but the capacity is insufficient to accommodate the expected future growth in traffic. In such cases the need to provide additional capacity is entirely attributable to new development.
- In Case 3 the traffic using the facility already exceeds its rated capacity and the expected growth in traffic will exacerbate the situation. In such cases the percentage attributable to new development is the portion of the volume beyond the rated capacity that comes from new development.

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1 The shaded area shows Caltrans’ validation standard for traffic models. 75% of validation points must fall within the shaded area for the model to be considered a valid basis for planning purposes.
2 See “Building the 4Ds into Travel Demand Models,” presented to the American Metropolitan Planning Organizations Travel Modeling Subcommittee, February 2004
The current GVTIF nexus study lists a fourth case, namely, “New facility needed by new development. By definition, facilities required to mitigate for new development are included in the GVTIF program.” This statement is problematic because it appears to include mitigations for individual projects’ direct impacts mixed in with a fee program paid for by all developers. If that is in fact the case then the program would be vulnerable to legal challenge by developers that are paying to mitigate someone else’s impacts. Facilities or mitigations needed for individual projects should be included in the development agreements for those projects and should not be in the GVTIF program.

As can be inferred from Exhibit 4 the three main inputs required for this analysis are model runs for existing and future conditions and the capacity for each facility. The capacity is based on the LOS target set by agency policy. A less obvious input is the policy on which analysis period should be used; using peak-hour volumes and capacities is likely to yield a much different result than using daily traffic volumes and capacities, even though either one would be allowable under state law. Parsons Brinckerhoff is adept at helping clients select policies that reflect the goals set for the program.

**Task 4: Update the GVTIF Project List**

**Objective:** Revise the GVTIF project list based on updated information to serves as the basis for the GVTIF program nexus and associated fees.

**Activities:**
1. Based on the deficiencies identified in the previous task, update the GVTIF project list.
2. Review and update planning-level schematics for projects on the GVTIF project list.

**Discussion:** The GVTIF project list represents a fundamental element in updating the GVTIF program nexus and associated fees. The list identifies the regional roadway improvements necessary to mitigate the transportation impacts of new development on the roads under the jurisdiction of the City. It also estimates the costs (see Task
EXHIBIT A - SCOPE OF SERVICES

Grass Valley Transportation Impact Fee 2015 Update

5) associated with implementing the roadway system improvements identified and therefore provides a core variable in the formula for calculating the fee level for the RTMF program.

The 2008 GVTIF program included up to 48 intersections in the updated TIF. The City has indicated that conceptual sketches of many of the intersection improvements referenced in the 2008 GVTIF program are anticipated to remain valid with the 2015 GVTIF update. Our approach to the 2015 Update will therefore be limited to a review and update of the conceptual schematics for the 48 intersection improvements included in the 2008 GVTIF program.

Task 5: Seek Input and Consensus on Project List

Objective: Gather input from relevant agencies and stakeholders on the draft project list.

Activities:
1. Conduct a TAC meeting to review the draft project list.
2. Develop a list of stakeholders to be contacted. The list will be reviewed by the TAC prior to use.
3. Conduct a workshop for member agencies and stakeholders to explain why the update was done, how future deficiencies were identified, and the draft project list.
4. Prepare a website to inform the public of the study and to seek input on projects and fee policies.

Products:
1. Presentation materials for use in the TAC meeting and workshop
2. Project website.

Discussion: A project list must reflect the priorities and concerns of the affected agencies and stakeholders and so its development must be treated as a policy dialogue rather than a technical calculation. Moreover every project in the current project list has a history that stakeholders will want to see taken into account in the deliberations. Parsons Brinckerhoff will work with County staff develop a draft project list which we will then present to the TAC. Following revisions suggested by the TAC, the list will be presented in a stakeholder workshop to get input and buy-in from stakeholders.

In addition, other stakeholders in the community such as local businesses and private developers may want to provide input to the process. For these reasons Parsons Brinckerhoff will conduct interactive workshops at two critical points during the study. The first workshop will occur after the draft project list has been developed. Based on previous experience, the outcome of this workshop is likely to be several options for the project list with the choice of options referred to the Board for a decision.

In addition to the workshops, Parsons Brinckerhoff proposes to seek public input by creating a joint website for the three fee program updates which will be built to be mobile-enabled and include:

- Homepage with a picture carousel and key facts
- Information on each fee program and its history
- Need for fees and their role in overall funding
- Benefits to the region
- Public meeting schedule
- Report/meeting materials
- Contact information
- Public comment interface (CommentSense®)
In addition to this forward-facing information, Parsons Brinckerhoff will use CommentSense®, our proprietary web-based software tool designed to facilitate the capture, storage and management of stakeholder/customer comments. The interface includes functionality to submit, read, respond to, annotate, approve, and track comment data through a standard web browser. More information on Comment Sense® is provided at the end of this section.

**Task 6: Update the Project Cost Estimates**

**Objective:** Ensure that the project cost estimates are a reasonable basis for determining the GVTIF program nexus and associated fees.

**Activities:**
1. Review trends in unit costs for road projects.
2. Review previous cost estimates for projects in the updated project list.

**Products:**
1. Technical memorandum describing the process for updating project costs, and the results.

**Discussion:** We understand that the 2015 GVTIF Update will entail review and update of cost estimates for improvements included in the 2008 GVTIF program update. Parsons Brinckerhoff’s approach would be to provide a peer-review and update of these existing estimates rather than creating new estimates entirely from scratch. This is both to reduce the cost of the nexus study as well as to avoid the legal and political problems that could result from having inconsistent cost estimates for the same project. Our peer review will focus particularly on cases where the previous cost estimates seem significantly different from the cost of similar projects elsewhere. This may be due to special circumstances concerning the project or may be due to errors in unit costs or quantities of inputs. In either case the reasons need to be documented and, if in error, corrected. If no cost estimate exists for a specific improvement then we will draw on our database of project costs to produce a defensible planning-level estimate. Preparation of new/updated cost estimates for up to ten (10) improvements are budgeted.

As part of this task, Parsons Brinckerhoff will factor up cost estimates made in the past to reflect inflation. There are several data sources to choose from for doing this, including the Engineering News Record (ENR) cost index and the Caltrans Construction Cost Index (CCI) for road projects. These draw from different data sources and produce somewhat different results. The ENR index is based on a monthly survey of average costs for labor and various common construction materials in the twenty largest metropolitan markets in the United States; in other words it is based on input costs. In contrast the Caltrans CCI was based on bid prices for actual projects and so includes the profit or loss to the bidding firm. The inclusion of expected profits makes the Caltrans CCI much more volatile than the ENR index. As can be seen in Exhibit 5 the Caltrans CCI shot up during the construction boom of the mid 2000-naught's and then dropped precipitously during the ensuing recession, in contrast to the comparatively steady pace of the ENR index.

**Task 7: Update the GVTIF Fee Schedule**

**Objective:** Prepare a new fee schedule that assigns financial responsibility for GVTIF projects to new development in accordance with their contribution to the need for each improvement and in accordance with the framework established in the Mitigation Fee Act.
Activities:
1. Review other (non-GVTIF) potential funding sources for GVTIF projects and determine the funding shortfall for each project.
2. Use the NCTC Traffic Model to attribute responsibility for needed improvements between existing and new demand and, within the category of new demand, between residential and non-residential development.
3. Based on the two previous activities, determine an appropriate fee level for each trip type (i.e. a draft fee schedule).
4. Using the draft fee schedule, determine the approximate revenue yield of the GVTIF over the study period, taking into account and reductions or exemptions offered by Board policy.
5. Prepare a financing plan that identifies funding sources for each GVTIF project.
6. Assess the nexus and supporting work to ensure full compliance with the Mitigation Fee Act.
7. Compare the proposed fees to the existing GVTIF fee structure and to similar fees in peer counties.

Submit the Draft Final Report for City review. For budgeting purposes we have assumed that ten (10) copies of all working papers and draft reports will be submitted.

Products:
1. Draft Financing Plan outlining the expected funding sources for each GVTIF project and its approximate implementation date.
2. Draft Final Report incorporating the previous papers and documenting the process for updating fees, and the results of the update.

Discussion: This task is the heart of the study. The documentation of the GVTIF program nexus in accordance with Board policy.

Exhibit 5: Comparison of Changes in Construction Price Indices
with the provisions of the Mitigation Fee Act will require the completion of several specific subtasks. Each subtask will build upon the outcomes of previously completed tasks and subtasks to progressively establish the necessary policy guidance and technical basis that will document the nexus for any changes to the current GVTIF program.

While the updated GVTIF project list and NCTC Traffic Model will have a direct impact on the GVTIF nexus, numerous other policies also guide the nature of the GVTIF program. As part of the overall review of the GVTIF nexus and development of an updated fee schedule, policies related to the fee allocation methodology will be re-evaluated. Parsons Brinckerhoff will identify alternative methodologies for consideration by City staff and the TAC and will facilitate selection of a preferred strategy to be employed in the fee schedule update.

Consideration of what other (non-GVTIF) funds may be available for CIP projects requires considerable thought. If the estimate is too conservative (i.e. little other funding is anticipated) then the program could be challenged for assessing fees that are too high if additional funding in fact materializes. On the other hand if the estimate of other funds is too optimistic then fees will be set too low and you could end up with funding gaps or even have to return fees for projects that cannot be built for lack of counterpart funds. Parsons Brinckerhoff will work with City staff to determine how much funding is reasonably expected to be available for improvements on the project list from sources other than the GVTIF. This task will rely heavily on existing agency documents with Parsons Brinckerhoff’s role being to put the information made available by the agency into a format usable for a nexus calculation.

Parsons Brinckerhoff will apply the results of the various technical analyses to develop an updated fee schedule for the RTMF program. The updated fee schedule will consider modifications to the fee calculation formula and to the specific formula variables to reflect the preferred fee allocation methodology identified by the City and TAC as part of this task.

With the recommended updated fee schedule, Parsons Brinckerhoff will complete a review of the overall nexus development process to assess the potential for legal exposure as a result of modifying the current GVTIF program assumptions, nexus, and fee schedule. Drawing from our previous experience with the requirements of the Mitigation Fee Act, Parsons Brinckerhoff will conduct a comprehensive review of the specific nexus assumptions and fee calculation methodology. Based on the findings of this review, Parsons Brinckerhoff will incorporate revisions, as appropriate, to the nexus assumptions and fee calculation methodology.

Parsons Brinckerhoff will review with the City and stakeholders several recent changes in State law that may have a bearing on some impact fee programs. These include:

- The Mitigation Fee Act was amended, as of January 1, 2011, to require agencies to either adopt lower fees for transit-oriented infill developments meeting certain criteria or adopt a finding stating that lower fees are not warranted. In either case, the law implies that the agency must base its decision on some sort of analytical assessment of the trip generation rates for transit-oriented infill developments compared with trip-generation rates for similar projects that are not served by high-quality transit.

At present no site in Nevada County would meet the State’s criteria for mandatory provision of a fee

1 The Office of Policy and Research is studying which metric to use. See OPR memorandum on CEQA Guidelines Update dated August 6, 2014, which notes that "SB 743 and these proposed Guidelines both recognize that jurisdictions maintain their ability to retain and enact fee programs, including those based on level of service. The proposed Guidelines explicitly state that they do not limit the discretion of public agencies in implementing other laws, including city and county general plans, zoning codes and other planning laws."
reduction (see definition of “transit station” in CGC Section 65460.1.). Nevertheless, it would be prudent for the City to pro-actively adopt a resolution offering a GVTIF reduction in the event that a development site ever meets the State’s criteria. This will keep the GVTIF program compliant with state law and preclude the possibility of a developer challenging the program over a legal technicality.

- SB-743 is likely to replace vehicular level-of-service with some other metric, most likely vehicle-miles of travel\(^1\) (VMT), as the basis for traffic impacts under CEQA. The significance threshold is likely to be set at the regional average VMT/household (for residential development) or VMT/job (for non-residential development). The law will go into effect in 2015 in major metropolitan areas and is scheduled to go into effect state-wide in 2016.

There are two ways that the City could view this development:
1. The City could look at this as an opportunity to switch from a program emphasizing the auto mode to one with a much larger alternative modes component. The GVTIF fees would then be used for bicycle and pedestrian enhancements and for improved transit services that would somewhat mitigate the VMT generated by new development. This assumes that local stakeholders would be willing to support such a change in emphasis. Or,
2. Although the Mitigation Fee Act (1987) postdates CEQA (1970) it is based on local jurisdictions’ long-established police powers and court cases going back at least fifty years (see, for example, Ayers v. City of Los Angeles, 1949). So the City has the option to continue with the GVTIF in its current form if it so chooses regardless of changes in CEQA\(^6\). It need only demonstrate that a “reasonable relationship” exists between the conditions of a project’s approval and its development impacts. A properly-constructed nexus study will accomplish that.

Parsons Brinckerhoff will consolidate the outcomes of the previous tasks and will prepare a Draft Final Report detailing the assumptions, methodology and recommendations for the GVTIF nexus and fee schedule update. Parsons Brinckerhoff will provide a draft report in Adobe Acrobat PDF format to be distributed electronically to the various participants in the TAC and meeting and public workshop.

Task 8: Seek Input and Consensus on the Draft Fee Schedule

Objective: Seek comment and stakeholder input on the technical tasks and the draft fee schedule, with a view towards correcting any errors and cultivating a consensus on the revised fees.

Activities:
1. Conduct a TAC meeting to review and (if necessary) revise the Draft Final Report
2. Conduct a workshop for member agencies and stakeholders describing how project costs were updated, funding from other sources was estimated, deficiencies attributed to sources of travel demand, and the draft fee schedule.
3. A summary of public comment received at the workshop and through the website.

Products:
1. Presentation materials for use in the TAC meeting and workshop
2. Project website.

\(^1\) The Governor’s Office of Policy and Research (OPR) is currently studying which metric to use.
Discussion: The second TAC meeting and workshop will take place after the fee schedule has been developed and the Draft Final Report prepared. At these meetings Parsons Brinckerhoff will summarize all of the work done to date, present the draft fee schedule, and compare the proposed fees with the existing fee structure and with fees in peer counties. If the previous workshop resulted in several options then the corresponding fee structures will be discussed and compared. The purpose will be to work towards a consensus regarding the mix of projects and fee levels that best fit the needs of Grass Valley residents.

Task 9: Presentation to City Council  
Objective: Review the study and its outputs with the City Council to enable them to make the legally-required nexus findings and to adopt the fee schedule, with changes if they so choose.

Activities:  
1. Prepare and present materials summarizing the nexus update to the City Council.

Products:  
1. Presentation materials.

Discussion: The Mitigation Fee Act requires the implementing agency to make certain official findings with regard to the nexus between project impacts and the fees being imposed. The purpose of this task is to assist the Council to make those findings. At the same meetings the Council should discuss and adopt the updated fee schedule including changes (if any) they choose to make in it.

Task 10: Prepare Final Documents  
Objective: Finalize the documents needed to adopt the updated fee structure and to implement the program going forward.

Activities:  
1. Based on the comments received during the agency review and workshops, Parsons Brinckerhoff will revise the draft document prepare the Final Nexus Study Update Report.
2. Prepare an Administrative Manual providing guidance to staff on how the GVTIF program is to be administered.
3. Draft a resolution making the required findings in the nexus study and adopting the updated fee schedule.

Products:  
1. Final Nexus Study Update Report.
2. GVTIF Administrative Manual.
3. Resolution making the required findings in the nexus study and adopting the updated fee schedule.

Discussion: Parsons Brinckerhoff will finalize the Nexus Update Study Report based on comments received through agency review and at the workshops. Parsons Brinckerhoff will submit four (4) bound and one unbound copy as well as an electronic copy of the final report.

6 See OPR memorandum on CEQA Guidelines Update dated August 6, 2014, which notes that “SB 743 and these proposed Guidelines both recognize that jurisdictions maintain their ability to retain and enact fee programs, including those based on level of service. The proposed Guidelines explicitly state that they do not limit the discretion of public agencies in implementing other laws, including city and county general plans, zoning codes and other planning laws.”
The Administrative Manual sets forth the procedures for implementing the GVTIF program. Parsons Brinckerhoff will update the GVTIF Administrative Manual to reflect the updated fee schedule, nexus, and related GVTIF program assumptions. Parsons Brinckerhoff will produce three (two bound and one unbound) copies of the GVTIF Administrative Manual.
Project Schedule

Below is our proposed schedule for this project.

### City of Grass Valley Traffic Impact Fee Program Update 2015

#### PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>Task</th>
<th>Feb</th>
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<th>Apr</th>
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<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
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<tbody>
<tr>
<td>1 Project Management &amp; Coordination</td>
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<tr>
<td>Review Demographic &amp; Traffic Model Assumptions</td>
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<tr>
<td>Review City Design Standards &amp; General Plan</td>
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<td>2.2 Nexus Study</td>
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<td></td>
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<tr>
<td>Review &amp; Confirm Future Deficiencies and Needs</td>
<td></td>
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<tr>
<td>Schematics Review &amp; Update of GV-TIF Projects List</td>
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<td>Review/Update Project Cost Estimates</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Review &amp; Update GV-TIF Fee Schedule &amp; Nexus Report</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>2.3 Fee Administration</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Review &amp; Revise GV-TIF Fee Admin Manual &amp; Ordinance</td>
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</tr>
<tr>
<td>3 Public Outreach Program &amp; Workshops</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Prepare and Present Final Report and GV-TIF Schedule</td>
<td></td>
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<td></td>
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</table>

**Legend:**
- Continuous Activity
- Fixed Schedule
- Technical Advisory Committee Meeting
- Public Workshop
- Council/Board Presentation/Meeting
EXHIBIT A - SCOPE OF SERVICES

CommentSense®

CommentSense® is Parson Brinckerhoff's proprietary, web-based software tool designed to facilitate the capture, storage and management of stakeholder/customer data by demographics, by submissions, and by individual issues (categories). CommentSense® is a partially-customized database application that streamlines the collection, tracking and analysis of data input. The interface includes functionality to submit, read, respond to, annotate, approve, and track data through a standard web browser.

Data records are managed through a user-friendly administrative interface, which includes functionality to: manage display fields; add, edit and archive records; track record status; document response actions for individual records; search and query data subsets using specific search criteria; manage stakeholder mailing list and send broadcast emails; and export and print data record subsets in various reporting formats, including Microsoft Word, Microsoft Excel and Adobe PDF.

Multiple levels of security ensure CommentSense® can be configured to meet any program's administrative needs, including the ability to build in workflow and business process rules. CommentSense® requires only the Adobe PDF viewer (free application widely available) and runs using a standard web browser and internet connection; no other third-party software or specialized hardware is required. This software is non-transferrable and must be hosted by Parson Brinckerhoff.

Features

- Secure access to administrative functions
- Custom user groups with multiple security access levels; unlimited users
- Partially-customizable, template-based administrative interface
- Integration with web-based data form; spam prevention and custom data validation
- Two data views: Submissions/Comments and Issues/Categories
- Unlimited data records and data fields
- Customizable data fields, filters and column display for individual users
- Data record filtering, sorting, and advanced searching; custom searches/reporting
- File upload/attachment with PDF mark up integration
- Manual or automated data record population
- Workflow status management using color coding and unique iconography
- Customized data export for analysis and reporting, including multi-level sort
- Data import utility
- Automated email response and pre-programmed response repository
- Review/approval work flow
- Dynamically-generated PDF of individual records or data subsets
- Mailing list management and broadcast email with duplicate record checking
EXHIBIT A - SCOPE OF SERVICES

CommentSense®

PB CommentSense Demo

Submission List

Development Standards

- Internet Explorer 6.0 or higher, Mozilla Firefox 2.0 or higher
- 1024 x 768 resolution (optional)

Contact Us for a Demo

- Ms. Robin Christians – Manager, PB | Project Visualization
  303-390-5926 or ChristiansRo@pbworld.com
- Ms. Allyson Powers – Project Manager, PB | Project Visualization
  303-390-5860 or PowersA@pbworld.com

Fees & Customization

- Limited hours are required for consultation, set up, configuration, and customization of each CommentSense® implementation, and basic training.
- Software upgrades may become available and will be provided to existing application users at no additional cost.
- Custom features are available for an additional fee.
### Exhibit B - Approved Fee Schedule

#### 19th Ward

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Labor</th>
<th>Material</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Conduct Public Outreach</td>
<td>61%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Stakeholders Identification &amp; Coordination</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Public Works Geographical Structures Forecasts &amp; Deficiencies</td>
<td>14%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Create Project Costs &amp; Draft Fee Schedule</td>
<td>5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Review &amp; Update Fee Program</td>
<td>1%</td>
<td></td>
<td></td>
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#### 20th Ward

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
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<th>Material</th>
<th>Subtotal</th>
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<tbody>
<tr>
<td>1</td>
<td>Conduct Public Outreach</td>
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</tr>
<tr>
<td>2</td>
<td>Stakeholders Identification &amp; Coordination</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Public Works Geographical Structures Forecasts &amp; Deficiencies</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Create Project Costs &amp; Draft Fee Schedule</td>
<td>10%</td>
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</tr>
<tr>
<td>5</td>
<td>Review &amp; Update Fee Program</td>
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#### 21st Ward

<table>
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<tr>
<td>1</td>
<td>Conduct Public Outreach</td>
<td>50%</td>
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<td></td>
</tr>
<tr>
<td>2</td>
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<tr>
<td>3</td>
<td>Public Works Geographical Structures Forecasts &amp; Deficiencies</td>
<td>10%</td>
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</tr>
<tr>
<td>4</td>
<td>Create Project Costs &amp; Draft Fee Schedule</td>
<td>10%</td>
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</tr>
<tr>
<td>5</td>
<td>Review &amp; Update Fee Program</td>
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#### 22nd Ward

<table>
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<tr>
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<tr>
<td>1</td>
<td>Conduct Public Outreach</td>
<td>50%</td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>Stakeholders Identification &amp; Coordination</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Public Works Geographical Structures Forecasts &amp; Deficiencies</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Create Project Costs &amp; Draft Fee Schedule</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Review &amp; Update Fee Program</td>
<td>5%</td>
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#### 23rd Ward

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<tr>
<td>1</td>
<td>Conduct Public Outreach</td>
<td>50%</td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>Stakeholders Identification &amp; Coordination</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Public Works Geographical Structures Forecasts &amp; Deficiencies</td>
<td>10%</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Create Project Costs &amp; Draft Fee Schedule</td>
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<tr>
<td>5</td>
<td>Review &amp; Update Fee Program</td>
<td>5%</td>
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#### 24th Ward

<table>
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<th>Task</th>
<th>Description</th>
<th>Labor</th>
<th>Material</th>
<th>Subtotal</th>
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<tr>
<td>1</td>
<td>Conduct Public Outreach</td>
<td>50%</td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>Stakeholders Identification &amp; Coordination</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Public Works Geographical Structures Forecasts &amp; Deficiencies</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Create Project Costs &amp; Draft Fee Schedule</td>
<td>10%</td>
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<tr>
<td>5</td>
<td>Review &amp; Update Fee Program</td>
<td>5%</td>
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#### 25th Ward

<table>
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<th>Subtotal</th>
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<tr>
<td>1</td>
<td>Conduct Public Outreach</td>
<td>50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Stakeholders Identification &amp; Coordination</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Public Works Geographical Structures Forecasts &amp; Deficiencies</td>
<td>10%</td>
<td></td>
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</tr>
<tr>
<td>4</td>
<td>Create Project Costs &amp; Draft Fee Schedule</td>
<td>10%</td>
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<tr>
<td>5</td>
<td>Review &amp; Update Fee Program</td>
<td>5%</td>
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</tr>
<tr>
<td>% of Cost</td>
<td>Nevada County</td>
<td>City of Grass Valley</td>
<td>City of Reno</td>
<td>Total Cost</td>
</tr>
<tr>
<td>-----------</td>
<td>--------------</td>
<td>--------------------</td>
<td>-------------</td>
<td>------------</td>
</tr>
<tr>
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<td>25%</td>
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<tr>
<td>75%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
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<tr>
<td>90%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
</tr>
</tbody>
</table>

### Notes:
- Nevada County's costs include Federal funding.
- City of Grass Valley's costs include Federal funding.
- City of Reno's costs include Federal funding.
- Total costs include Federal funding.

---

**Exhibit B: Approved Fee Schedule**

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Fee Base</th>
<th>Fee Rate</th>
<th>Total Fee</th>
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<tbody>
<tr>
<td>Task A</td>
<td>100</td>
<td>10%</td>
<td>10</td>
</tr>
<tr>
<td>Task B</td>
<td>200</td>
<td>20%</td>
<td>40</td>
</tr>
<tr>
<td>Task C</td>
<td>300</td>
<td>30%</td>
<td>90</td>
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<td>Task D</td>
<td>400</td>
<td>40%</td>
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<tr>
<td>Task E</td>
<td>500</td>
<td>50%</td>
<td>250</td>
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**Exhibit C: Budget Details**

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<th>Category</th>
<th>Budget</th>
<th>Actual</th>
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<td>Category A</td>
<td>1000</td>
<td>800</td>
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<tr>
<td>Category B</td>
<td>2000</td>
<td>2200</td>
</tr>
<tr>
<td>Category C</td>
<td>3000</td>
<td>2800</td>
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<td>Category D</td>
<td>4000</td>
<td>3800</td>
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<tr>
<td>Category E</td>
<td>5000</td>
<td>4900</td>
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**Exhibit D: Schedule of Payments**

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<th>Payment Date</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1/1/2022</td>
<td>500</td>
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<tr>
<td>2/1/2022</td>
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<td>3/1/2022</td>
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<td>4/1/2022</td>
<td>2000</td>
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<td>5/1/2022</td>
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**Exhibit E: Summary of Costs**

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<th>Item</th>
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<tr>
<td>Item A</td>
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<tr>
<td>Item B</td>
<td>2000</td>
</tr>
<tr>
<td>Item C</td>
<td>3000</td>
</tr>
<tr>
<td>Item D</td>
<td>4000</td>
</tr>
<tr>
<td>Item E</td>
<td>5000</td>
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**Exhibit F: Performance Metrics**

<table>
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<tr>
<th>Metric</th>
<th>Target</th>
<th>Actual</th>
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<tbody>
<tr>
<td>Metric A</td>
<td>90%</td>
<td>85%</td>
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<tr>
<td>Metric B</td>
<td>80%</td>
<td>75%</td>
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<tr>
<td>Metric C</td>
<td>70%</td>
<td>65%</td>
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<tr>
<td>Metric D</td>
<td>60%</td>
<td>55%</td>
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<tr>
<td>Metric E</td>
<td>50%</td>
<td>45%</td>
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EXHIBIT C – CDBG Required General Provisions

GENERAL PROVISIONS

1.0 Anti-Lobbying Certification: The language of this certification must be included in all contracts or subcontracts entered into in connection with this project and all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2.0 Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

A. Equal Opportunity Requirements and Responsibilities

2.A.1 Title VI of the Civil Rights Act of 1964: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving Federal financial assistance.

2.A.2 Title VII of the Civil Rights Act of 1968 (The Fair Housing Act): This Act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promotes fair housing.

2.A.3 Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]: This section of Title 1 provides that no person shall be
excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

2.A.4 The Age Discrimination Act of 1975: This Act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving Federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic including: KRS 18A.140; KRS 344.040; 101 KAR 1:350 Paragraph 11; 101 KAR 1:375 Paragraph 2(3); 101 KAR 2:095 Paragraphs 6 and 7.

2.A.5 Executive Order 11246: This Executive Order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

3.0 Access by the Grantee, the Subgrantee, the Federal grantor agency, the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions pursuant to 24 CFR 85.36(1)(10).

4.0 Energy Policy and Conservation Act: This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
**Budget Augmentation/Transfer Form**

**Request Number:** (Finance will assign)

**Date of Request:** 3/10/15

**For Fiscal Year:** 14/15

**Requested By:** Tim Kiser

**Department:** Engineering

<table>
<thead>
<tr>
<th>Account Name</th>
<th>Fund</th>
<th>Dept</th>
<th>Account</th>
<th>Increase</th>
<th>Decrease</th>
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<th>Revenue Decrease</th>
<th>Expense Increase</th>
<th>Expense Decrease</th>
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<td>6377</td>
<td>3039</td>
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<td>(30,000)</td>
<td></td>
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<tr>
<td>2 GVTIF Project</td>
<td>180</td>
<td>6387</td>
<td>3039</td>
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<td></td>
<td>30,000</td>
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</tbody>
</table>

**Reason for Transfer:**

The GVTIF Update cost, although fair, is more than anticipated.

**Reason Budget Available:**

The McKnight Way Interchange Project ICE cost less than anticipated.

**Additional Information:**

The proposal is to move GVTIF funds from one project to the other. Meanwhile, staff is working with NCTC to possibly have more NCTC funds dedicated to the project.

**City Council Approval Date (if required):** Date, Item #

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**Finance Department's Use Only**

**Reviewed By:** Date: ________________

Accounting Supervisor

CASH ENTRY REQD: Yes __ No __ Done by: ________________

**Keyed By:** Date: ________________

Journal #: ________________

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