

**RESOLUTION NO. 20-1381**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY WASHINGTON, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH PARAMETRIX TO PROVIDE A TRAFFIC IMPACT FEE FACILITIES PLAN AND TRAFFIC IMPACT FEE ANALYSIS**

**WHEREAS**, the Black Diamond City Council approved an addendum to the 2019 – 2024 Capital Improvement Plan by Resolution 19-1304 adding a Traffic Impact Fee Study project; and

**WHEREAS**, the City Council included the funding for a Traffic Impact Fee in the 2020 budget; and

**WHEREAS**, the City has authority pursuant to RCW Ch. 82.02 to impose impact fees to ensure that adequate facilities are available to serve new growth and development and to ensure that such new growth and development pays a proportionate share of the cost of new facilities necessary to serve such new growth and development; and

**WHEREAS**, a traffic impact fee is expected to 1) be more predictable for developers in their project planning, and 2) provide a uniform system for Staff to administer and 3) provide a more precise measurement of impacts of new growth and development on the City's transportation facilities; and

**WHEREAS**, the City desires to study how the City can establish a traffic impact fee within the City;

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND HERBY RESOLVES AS FOLLOWS:**

**Section 1.** The City Council does hereby authorize the Mayor to sign the attached contract with Parametrix in the amount not to exceed \$78,851 to provide a traffic impact fee facilities plan and traffic impact fee analysis in a form substantially the same as that attached as Exhibit A and appropriate \$20,000 of additional Real Estate Excise Tax funds for legal and potential additional technical services.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF SEPTEMBER, 2020.**

CITY OF BLACK DIAMOND:

*Carol Benson*

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Carol Benson, Mayor

Attest:

*Brenda L. Martinez*  
Brenda L. Martinez, City Clerk

## CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated Sept 3<sup>rd</sup>, 2020 and is entered into by and between the City of Black Diamond (the "City"), a Washington municipal corporation, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (the "City")  
Physical Address: 24301 Roberts Drive  
Mailing Address: PO Box 599  
Black Diamond, WA 98010  
Contact: Seth Boettcher Phone: 360-851-4520 e-mail  
sboettcher@blackdiamondwa.gov

and **Parametrix, Inc.** ("Consultant"), a corporation organized under the laws of the State of Washington, and doing business at:

1019 39<sup>th</sup> Ave S.E., Suite 100  
Puyallup, WA 98374

Contact: Austin Fisher Phone: 253-604-6747 email: afisher@parametrix.com

Tax Id No.: \_\_\_\_\_

for professional services in connection with the:  
**Impact Fee Facilities Plan and Impact Fee Analysis.**

### TERMS AND CONDITIONS

#### 1. **Services by Consultant**

1.1 Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree

of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**2. Schedule of Work**

2.1 Consultant shall perform the services described in the Scope of Work Exhibit “A” in a timely manner with the goal to meet the project schedule as outlined at the end of Exhibit “A”

2.2 The contract term is 7 months and shall expire on March 31<sup>st</sup>, 2021 unless extended by authorization of the Mayor.

2.3 Consultant will work within the project schedule and will proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. There may be delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) which may result in additional effort necessary for project management, design, research, and administration in order to keep the design work on schedule. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay. The Public Works Director may grant additional time to complete the study within the contract term.

2.3 Consultant is authorized to proceed with services upon execution of this agreement.

**3. Compensation**

3.1 TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$78,851.00, as estimated by category of work and totaled in Exhibit “B”, without the written authorization of the City and will be based on the billing rates and reimbursable expenses also included in Exhibit “B.”

**4. Payment**

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

## **5. Discrimination and Compliance with Laws**

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

## **6. Suspension and Termination of Agreement**

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.2 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

## **7. Standard of Care**

7.1 Consultant represents and warrants that it and all of its subcontractors and/or subconsultants who perform work under this Agreement have the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

## **8. Ownership of Work Product**

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

## **9. Indemnification/Hold Harmless**

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its sub-consultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Provided, however, that if any such claims, injuries, damages, losses or suits result from the concurrent negligence of Consultant and the City, and the City's officers, employees, agents or volunteers it is expressly agreed that Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of Consultant's negligence.

9.2 The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

## **10. Insurance**

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subconsultants.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

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

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

#### **11. Assigning or Subcontracting**

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

#### **12. Independent Contractor**

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors. No agent, employee, representative, or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative, or sub-consultant of the City. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

#### **13. Notice**

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered, when received by e-mail or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City:

Mayor Carol Benson  
City of Black Diamond



P.O. Box 599  
Black Diamond, WA 98010  
e-mail cbenson@blackdiamondwa.gov

With a copy to: David A. Linehan, City Attorney  
Madrona Law Group, PLLC  
14205 SE 36<sup>th</sup> Street  
Suite 100, PMB 440  
Bellevue, Washington 98006

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. Disputes**

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

**15. Attorney Fees and Jurisdiction**

15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

15.2 Jurisdiction over any disputes arising out of this Agreement shall lie solely in King County Superior Court.

**16. General Administration and Management on Behalf of the City**

16.1 The Mayor of the City, or her designee (the contract Administrator), shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

16.2 Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of

inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

16.3 The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

#### **17. Extent of Agreement/Modification**

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

#### **18. Conflict of Interest; Non-Collusion**

18.1 No officer, employee, or agent of the City, nor any member of the immediate family of any such officer, employee, or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The Consultant further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Consultant. The contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Contractor warrants and represents that the Contractor has not, nor has any other member, employee, representative, agent or officer of the Contractor, entered into or offered to enter into any combination, collusion, or agreement with any person or entity to receive or pay, and that it has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

CITY OF BLACK DIAMOND

CONSULTANT

By:



\_\_\_\_\_  
Carol Benson  
Its: Mayor

Date: 9/3/2020

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

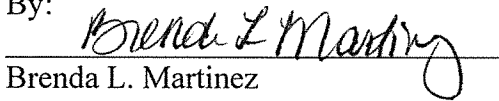
Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By:



\_\_\_\_\_  
Brenda L. Martinez  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David A. Linehan  
City Attorney

# Exhibit A

## SCOPE OF WORK

### City of Black Diamond Impact Fee Facilities Plan and Impact Fee Analysis

#### BACKGROUND

The City of Black Diamond (City) is considering the development of a transportation impact fee for public streets and roads. Further, the City is considering how an Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) could assist in the review of the Concurrency Management ordinance as required by the Washington State Growth Management Act. Parametrix (Consultant) has developed a proven methodology for the preparation of Impact Fee Facilities Plans in accordance with the Washington Administrative Code (WAC) 365-196-850 Impact Fees and the Revised Code of Washington (RCW) 82.02.060 Impact Fees-Local Ordinances-Required Provisions.

#### Key Assumptions

In the development of the following scope of work, the following assumptions have been made:

1. The City of Black Diamond has an existing transportation plan that describes capacity needs and planned or programmed transportation capacity improvement projects for the next 6 years.
2. Consultant efforts may include the implementation of the developed cost per trip into equivalent residential units, or other land use types, to facilitate the development of fair share trip rates.
3. It is assumed that the City of Black Diamond will encompass a single “impact fee zone” such that impact fees will not be expected to vary based on the geography of development within the City. Consultant does not guarantee that this approach provides the most equitable distribution of transportation improvement costs to development projects in different locations within the city.

#### TASK 1 – PROJECT MANAGEMENT

##### Description

Consultant will perform project management and submit monthly invoices with status reports. Consultant will perform quality assurance and quality control for each task.

##### Deliverables

- Monthly invoices and status reports.

#### TASK 2 – EXISTING TRAFFIC OPERATIONS

##### Description

Consultant will calculate existing PM peak-hour level of service (LOS) in the City of Black Diamond at the study intersections and identify intersections that currently operate below LOS standards defined in the City's Comprehensive Plan. Roadway LOS will also be calculated. The analysis will be conducted using HCS (v 7), Synchro (v 10) and SIDRA (v 8) and will be based on methodologies described in the *Highway Capacity Manual*.

### Assumptions\*

- Two-hour PM peak hour counts will be collected at ten (10) intersections at the ten (10) intersections identified in Table 7-1 of the City's Comprehensive Plan.
- 72-hour average daily traffic (ADT) counts will be collected at up to 15 locations.
- PM peak hour LOS will be calculated at the ten (10) intersections identified in Table 7-1 of the City's Comprehensive Plan.
- Roadway LOS will be calculated for up to 15 segments on highways, major arterials, minor arterials, and collector streets within the city limits including: SR 169, SE 288th Street, Roberts Drive/Auburn-Black Diamond Road, Lake Sawyer Road\*, Morgan Street, Lawson Street, Black Diamond-Ravensdale Road and Baker Street.
- Roadway LOS will not be calculated for local streets.
- The Existing 2020 model will be based on existing network conditions.

\*Minor continuous arterial on the west boundary of the City including Lake Sawyer Road, 228<sup>th</sup> Ave SE and 224<sup>th</sup> Ave SE, SE 196th Street and 216<sup>th</sup> Ave SE changing names as it meanders along the western boundary of the city.

### Deliverables

- Existing LOS results for study intersections, including summary tables and maps.
- Existing LOS for roadways, including summary tables and maps.

## **TASK 3 – IDENTIFY DEMANDS PLACED UPON EXISTING FACILITIES BY FORECASTED GROWTH**

### Description

Consultant will identify the demands placed on existing facilities by new development and overall growth in background traffic.

### Scope of Work

- Produce two sets of traffic forecasts for a 6-year planning horizon.
  - One set of traffic forecasts will be based on the growth rate in the City's Comprehensive Plan. These forecasts included expected growth of the Master Planned Development.
  - A second set of traffic forecasted will be forecasted using growth rates from the State's Office of Financial Management (OFM).
- Create refined zone system that splits larger zones in the current model to better reflect development areas. Land use will be refined to reflect appropriate totals for each of the new zones and the roadway network will be adjusted as well.
- Calculate Year 2026 PM peak hour level of service at the study area intersections for two separate growth forecasts.
- Calculate Year 2026 level of service for City roadways for two separate growth forecasts.

- Identify intersections and roadways that are forecasted to operate below LOS standards defined in the City's Comprehensive Plan.

#### Assumptions

- The study will use the Puget Sound Regional Council regional EMMIE travel demand model to estimate overall growth in background traffic.
- Information regarding other planned development in the City of Black Diamond apart from the Lawson Hills and The Villages Master Planned Developments, will be included in both future forecasted traffic volumes scenarios

#### Deliverables

- Year 2026 PM peak-hour LOS results for study intersections, including summary tables and maps, for two future forecasted scenarios.

### **TASK 4 – IDENTIFY THE INFRASTRUCTURE REQUIRED TO MEET FUTURE DEMANDS**

#### Description

Based upon the demands placed on existing facilities by new development, Consultant will identify the projects required to maintain LOS standards defined in the City's Comprehensive Plan. Consultant will develop planning level project cost estimates and will determine the project costs eligible to be recouped through impacts fees.

#### Scope of Work

- Select projects from the Comprehensive Plan, the Transportation Improvement Plan, and the Capital Facilities Plan to satisfy future demands to make up the Impact Fee Facilities Plan (IFFP).
- Calculate Year 2026 PM peak hour level of service at the study area intersections and study area roadways with IFFP projects.
- Produce planning cost estimates for IFFP projects.

#### Assumptions

- Planning level cost estimates will be developed based on Parametrix's professional judgement of updated cost estimates in the City's Comprehensive Plan, Transportation Improvement Plan, Capital Improvement Plan and in coordination with City staff.

#### Deliverables

- Identified infrastructure required to meet forecasted demand for the City of Black Diamond.

### **TASK 5 – ESTABLISH A COST PER TRIP AND FEE SCHEDULE**

#### Description

Consultant will prepare a Traffic Impact fee schedule use city wide. The fee schedule will be based upon a cost per PM peak hour trip which is generated from the total IFFP project cost eligible for impacts fees and the total new trips generated by growth within the 6-year planning horizon.

### Scope of Work

- Determine total IFFP project cost eligible for impact fees, proportional to the capacity utilized by new development.
- Determine the total new trips generated by new development within the City during the planning horizon.
- Calculate a maximum allowable cost per trip.
- Provide the study and calculations for a recommended traffic impact fee in \$ per PM peak hour trip for implementation within the City.

### Assumptions

- Land use categories will be consistent with the ITE Trip Generation Manual (10th Edition, ITE).

### Deliverables

- Recommended cost per PM peak hour trip

## TASK 6 – PUBLIC HEARING/MEETING SUPPORT

### Description

Consultant will support the project through preparation of support materials and attendance at public open houses. Consultant will also regularly coordinate and meet with City staff and other relevant committees.

### Meetings

- Up to four (4) meetings with City staff. Meetings will include:
  - Meeting prior to Task 3 to discuss and agree on any assumptions on Traffic Analysis zones and appropriate land use applications.
  - Meeting prior to Task 5 review updated cost estimates and assumptions.
  - Meeting to review draft report
  - Meeting to prepare for workshop and public hearing
- One (1) workshop with City Council.
- One public hearing

### Council Workshop

The Consultant will support the planning for one in-person to come to a City workshop, two hours in duration at a location within the City of Black Diamond

### Assumptions

- Meetings with City staff are assumed to be 1 hour in length.
- One (1) meeting will be in-person with City staff, attended by one member of the Consultant Team. Other Consultant Team members will attend via conference call.

- One Consultant staff will attend one (1) Council Workshop, assumed to be up to 2 hours in duration.
- 

**Deliverables**

- Meeting notes.

**TASK 7 –TRAFFIC IMPACT FEE RECOMMENDATION**

**Description**

Consultant will prepare a draft IFFP documenting background, assumptions, process, and outcome of the study. The IFFP will include documentation of the impact fee analysis. The draft plan will be submitted to the City of Black Diamond for review and comment. The draft plan will be revised based on the City’s comments, and a final plan will be submitted.

**Assumptions**

- Up to two review periods and updates are included in the draft document.
- One review period will be needed for the final plan.
- The City of Black Diamond staff will consolidate all comments and resolve conflicting comments prior to the Consultant making report updates.

**Deliverables**

- Draft IFFP
- Final IFFP

**Schedule**

Task	Description	Sept	Oct	Nov	Dec	
1	Project Management					
2	Existing Traffic Operations					
3	Identify Demands Placed Upon Existing Facilities by Forecasted Growth					
4	Identify the Infrastructure Required to Meet Future Demands					
5	Establish a Cost Per Trip and Fee Schedule					
6	Public Hearing/Meeting Support					
7	IFFP Plan					



# EXHIBIT B

## Impact Fee Facilities Plan and Impact Fee Analysis Budget Estimate

Task SubTask Description	Burdened Rates:	Labor							
	Dollars	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours
01 Impact Fee Facilities Plan and Analysis	\$225.00	\$130.00	\$245.00	\$160.00	\$170.00	\$190.00	\$125.00	\$140.00	\$140.00
01 Project Management	8								
02 Existing Traffic Operations	8	40					2		8
03 Identify Demands Placed on Existing Facilities	4	8	24	30			2		
04 Identify Infrastructure Required to Meet Demands	4	24	6	50	16	8			
05 Establish Cost Per Trip & Fee Schedule	4			32					
06 Public Hearing/Meeting Support	32		4	12			24		
07 IFFP	16		8	24			8		
<b>Labor Totals:</b>	76	72	42	148	16	8	36	8	8
<b>Totals:</b>	<b>\$17,100.00</b>	<b>\$9,360.00</b>	<b>\$10,290.00</b>	<b>\$23,680.00</b>	<b>\$2,720.00</b>	<b>\$1,520.00</b>	<b>\$4,500.00</b>	<b>\$1,120.00</b>	<b>\$880.00</b>

**Subconsultants**

IDAX - Traffic Counts	\$6,400.00
<b>Subconsultants Total:</b>	<b>\$6,400.00</b>

**Other Direct Expenses**

Mileage - \$0.575/mile	\$161.00
<b>Other Direct Expenses Total:</b>	<b>\$161.00</b>

**Project Total** \$78,851.00