

## AGREEMENT FOR PROFESSIONAL SERVICES

### **Citywide AB1600 and Northeast Fee Programs Update 2020**

THIS AGREEMENT, made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter referred to as "CITY" and ECONOMIC & PLANNING SERVICES, INC., a California Corporation, hereinafter referred to as "CONSULTANT."

#### RECITALS

A. CITY desires to contract for certain consulting work necessary for the technical studies, financial modeling, and transportation analysis to update the Citywide AB1600 and Northeast fee programs, and for the purposes of this Agreement shall be called "PROJECT," and,

B. CONSULTANT is willing and qualified to undertake said consulting work.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

#### AGREEMENT

##### I. DUTIES OF CONSULTANT

The CONSULTANT shall provide professional consulting services required for design and construction of the PROJECT as follows (collectively, "Consultant's Services"):

- A. Project Coordination. The CONSULTANT's primary contact with the CITY shall be Coastland Civil Engineering's Project Manager George Hicks or any other as designated by the City Engineer.
- B. Project Scope. The CONSULTANT shall provide the professional services in accordance with the Scope of Work attached hereto as Exhibit "A".

- C. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for furnishing services pursuant to this Agreement.

## II. DUTIES OF CITY

The CITY shall:

- A. Make available previous plans, reports, and all other data relative to the PROJECT.
- B. Review preliminary and final documents presented by CONSULTANT and render decisions within a reasonable time, and give prompt notice to CONSULTANT at any time CITY observes or otherwise becomes aware of any error, omission, or defect in the PROJECT.

## III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of CITY.
- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's Services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes the Consultant's Services rendered pursuant to this Agreement.
- C. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his or her profession.

- D. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- E. CONSULTANT shall assign only competent personnel to perform Consultant's Services. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform Consultant's Services, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- F. CONSULTANT shall perform Consultant's Services in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his or her profession. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.
- G. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.
- H. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the PROJECT will be completed satisfactorily within the shortest reasonable time.

- I. The CONSULTANT is not responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God: or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's Services promptly; or delay or faulty performance by CITY, other contractors, or governmental agencies; or any other delays beyond CONSULTANT's reasonable control.

#### IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation. For and in consideration of Consultant's Services, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed, amount(s):
  1. For those services described in Exhibit "A", compensation shall be on a time and material basis with a maximum fee not to exceed TWO HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED FIFTY FIVE DOLLARDS (\$264,555).
- B. Extra Work and Change Order Fee. Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified as part of Consultant's Services in Section I, including but not limited to, any changes to CONSULTANT's Services including but not limited to contract change orders after the award of the construction contract by the City Council, or testimony in Court, shall be compensated by the use of the time and material fee rates of the attached Exhibit "A." No extra work will be compensated for unless required by CITY in writing.

C. Schedule of Payments.

1. CONSULTANT shall submit, and CITY shall pay, monthly invoices for work performed during the previous month. For the time and material services billing shall be based on the hourly and fee rate charges set forth in Exhibit "A" attached hereto, and on the number of hours expended on the PROJECT by each classification of employee.
2. In the event PROJECT is terminated, CITY shall pay to CONSULTANT full compensation for work performed up until the date of CONSULTANT's receipt of written notification to cease work on the PROJECT.
3. CONSULTANT shall notify the CITY in writing when the CONSULTANT's invoices total billing is within 25% of the contract compensation as indicated in Section IV.A.

V. TIME OF COMPLETION

Consultant's Services shall be completed within eighteen months from the date of execution of this Agreement, or until the scope of work is completed.

VI. PROJECT MANAGER

CONSULTANT designates Teifion Rice-Evans as Project Manager, to remain such unless or until CONSULTANT requests to change said designation and said request is approved by CITY. Major duties shall include:

- A. Personally direct all work essential to the PROJECT.
- B. Sign all letters and instruments as requested by, and on behalf of, CITY.
- C. Attend public meetings related to the PROJECT.

VII. CANCELLATION OF AGREEMENT

This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full compensation payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the PROJECT. Said compensation will be determined in accordance with Section IV. CONSULTANT

shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work on the PROJECT.

VIII. INDEMNIFY AND HOLD HARMLESS

- A. Indemnity for Design Professional Services. In connection with its design professional services hereunder, and to the fullest extent permitted by law, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2). .
- B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section VIII. A, and to the fullest extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall

pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section VIII. B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

- C. Survival of Indemnification Obligations. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. The Indemnities in this Section VIII shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

#### IX. INSURANCE

During the term of this Agreement CONSULTANT shall obtain and maintain in full force and effect at his/her own cost and expense the following insurance coverage:

- A. Worker's Compensation Insurance. Worker's Compensation Insurance, as required by the State of California, shall be provided that is necessary in connection with the performance of this Agreement. Such insurance shall relieve CITY from all responsibility for such benefits. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease.
- B. General Liability Insurance. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

C. Automobile Liability Insurance.

CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

D. Certificates of Insurance.

CONSULTANT shall file with the CITY's Director of Public Works upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or renewal will be made during the term of this Agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, or change in coverage.

E. Professional Liability Insurance. During the term of this Agreement, CONSULTANT shall maintain a professional liability insurance policy covering any loss arising out of errors, omissions, or negligent actions of CONSULTANT in the amount of not less than one million dollars (\$1,000,000.00).

X. OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of his or her duties under this Agreement, including but not limited to, the plans, reproducible mylar plans, specifications, studies, reports, and contract documents shall be the property of the City of Fairfield. If this Agreement is canceled in accordance with Section VII above, all completed and partially completed documents prepared by CONSULTANT shall be delivered to the CITY in both printed and electronic format within two weeks of notice of cancellation. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any documents prepared hereunder.



XI. SCOPE OF AGREEMENT

This writing constitutes the entire agreement between the parties relative to CONSULTING services on the PROJECT and no modification hereof shall be effective unless or until such modification is evidenced by a writing signed by both parties to this Agreement.

XII. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

XIII. LOCAL EMPLOYMENT POLICY

- A. The City of Fairfield desires wherever possible to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.
- B. The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.
- C. When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.
- D. As a way of responding to the provisions of the Davis-Bacon Act and this program, contractors, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin.

XIV. EMPLOYMENT DEVELOPMENT DEPT. REPORTING REQUIREMENTS.

When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

#### XV. MISCELLANEOUS PROVISIONS

##### A. Legal Action.

- 1. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.
- 2. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
- 3. Should any legal action about a project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate CONSULTANT for its testimony and preparation to testify at hourly rates that are agreed-upon in advance in writing by both parties.

- ##### B. Entire Agreement; Modification. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.

- C. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.
- D. Time. Time is of the essence in the performance of this Agreement.
- E. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

F. Notices

Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

To CITY:

City of Fairfield  
Attn: Ryan Panganiban  
Public Works Department  
1000 Webster Street, Third Floor  
Fairfield, CA 94533

To CONSULTANT:

Economic & Planning Services, Inc.  
Attn: Teifion Rice-Evans  
One Kiser Plaza, Suite 140  
Oakland, CA 94612

A party may change its address by giving written notice to the other party. Thereafter, any notice or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and CITY holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF FAIRFIELD  
a municipal corporation (CITY)

\_\_\_\_\_  
City Manager

By \_\_\_\_\_  
Economic & Planning Services, Inc.  
One Kaiser Plaza, Suite 140  
Oakland, CA 94612

## EXHIBIT "A"

December 23, 2019

Ryan Panganiban  
Interim Assistant Director of Public Works  
City of Fairfield  
1000 Webster Street  
Fairfield, California 94533

Subject: Work Programs for the Update of the City's Citywide Fee Program, Northeast Area Fee Program, and associated Transportation Demand Modelling; EPS #19133

Dear Ryan:

Economic & Planning Systems, Inc. (EPS), in collaboration with Fehr & Peers (F&P) and CBG, - (the Consulting Team) - is pleased to submit this set of work programs to update the citywide fee program (transportation, parks, general government, police, fire, and urban design), northeast area fee program (transportation and linear parks), and additional development fees applicable to unique subareas of the northeast area (such as the Train Station Specific Plan area).

As part of this work effort F&P will update the transportation model and provide the necessary transportation analysis to support the fee updates. CBG will provide and/or support the development of cost estimates for Northeast area transportation and linear parks projects.

The work programs also assume a close and iterative working process with City staff and Coastland. Coastland is assumed to facilitate project management, work closely with City staff to develop project lists and cost estimates (where needed), and provide general strategic guidance and input to City staff and the Consulting Team.

EPS has worked with the City of Fairfield on different components of the City's fees since the mid-1990's and is pleased to continue these work efforts. EPS, in association with F&P, conducted the last fee update, completed in 2013, that included the update to the Citywide transportation and parks development impact fee and the adoption of the Northeast Area development impact fee and other associated fees. Prior to that, EPS supported City staff in updating the citywide police, fire, and urban design development impact fees.

*The Economics of Land Use*



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Oakland, CA 94612-3604  
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510.740.2080 fax

Oakland  
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Denver  
Los Angeles

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The scope of services includes four interconnected work programs/plans as follows:

- EPS Work Program #1: Citywide Development Impact Fee Update Technical Study
- EPS Work Program #2: Northeast Area Development Impact Fee Update Technical Study
- Fehr & Peers Work Program: Transportation Model Update and Travel Demand Forecasting
- CBG Work Program: Northeast Area Transportation and Linear Parks Cost Estimation

We expect to complete this scope of services over a twelve-month period working closely with City staff and Coastland. **Figure 1** shows a proposed schedule by work program that recognizes the interconnectivity and sequential nature of components of different work programs. The total budget for the full scope of services (all four work programs) is **\$264,555**, including \$135,355 for the two EPS work programs, \$100,540 for the F&P work program, and \$28,660 for the CBG work program.

Please contact me if we can provide additional information or clarify our scope of services. I can be reached at (510) 841-9190 and at [triceevans@epsys.com](mailto:triceevans@epsys.com).

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.

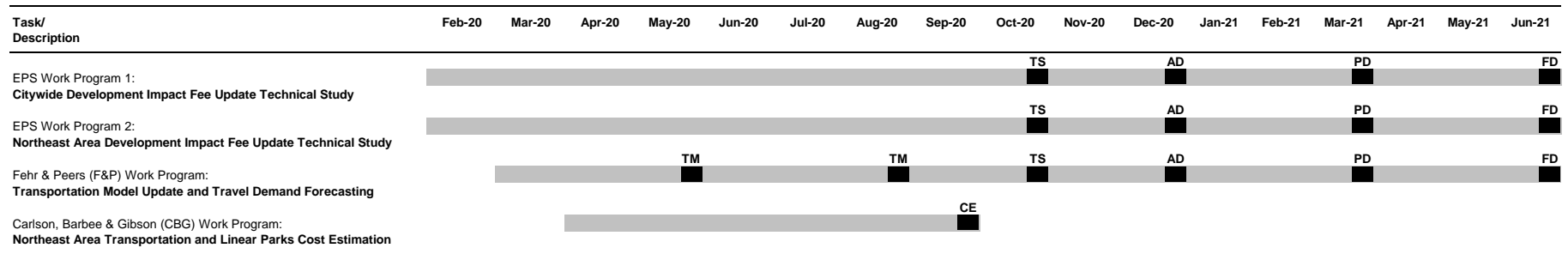


Teifion Rice-Evans  
Managing Principal

## Proposed Project Schedule

**Figure 1** provides a proposed project schedule along with general milestones. The schedule will ultimately depend on a range of factors, including the timing of required inputs from City staff and other transportation consultants, the amount of refinement and review as the consulting team and City staff work together, and the availability and timing of public meetings.

**Figure 1**  
**Proposed Project Schedule \***  
**City of Fairfield Development Impact Fees Update; EPS #191133**



\* The four different work programs that comprise the project are all strongly inter-related with some tasks only able to occur once other tasks have been completed.

- Key deliverable.** These include draft and final versions of models, table sets, technical memoranda, and reports. Other interim products will be provided to City staff throughout the study.
- TM:** Transportation Modeling Step
  - TS:** Preliminary Table Set
  - AD:** Administrative Draft Report
  - PD:** Public Review Draft Report
  - FD:** Final Draft Report
  - CE:** Final Cost Estimates

**Meetings.** The work programs include a total of up to **13 meetings** with City staff, City Council, and stakeholders. These meetings will occur throughout the twelve-month study period.



## **Work Program #1**

### **City of Fairfield Development Impact Fees**

### **Citywide Impact Fee Update Technical Study**

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The City's current Citywide (AB1600) Fee Program includes six (6) distinct fee categories, including the Citywide transportation fee program (last updated in 2013), the Citywide parks fee program (last updated in 2013), as well as the Citywide general government, police, fire, and urban design fees (last updated in 2006).

This work program will update all these fees and describes the technical effort EPS will undertake. The update will occur in coordination with and parallel to the update to the Northeast Area development impact fee program (see **EPS Work Program #2**) and many of the in-person and public meetings included in this work program are also intended to cover Northeast Area fee topics. The overlap between the Citywide and North East fees programs is especially important for the Citywide transportation fee to ensure appropriate cost allocations and differentiations between the two fee programs. In addition, to the extent technically justified, the potential for more modest fees on new infill development will be explored.

In addition to this EPS work effort, F&P's transportation analysis under their separate work program will provide critical inputs into the Citywide transportation fee. The capital improvement lists and cost updates for all fee components will be developed by City staff in collaboration with Coastland Civil Engineers (CCE). The fee updates will also incorporate the latest expectations in terms of expected Citywide development through 2040.

The work program will include the development of a flexible development fee model that will be used iteratively during the duration of the work effort to refine and adjust its core components (development program, capital improvement list, allocations) based on new information, analysis, plans, and policy decisions. The work program will determine the maximum potential fees and prepare the necessary Nexus Study to support this fee level. City policymakers will then determine, during the public hearings, whether to assess this maximum fee or whether additional funds from other sources are available to support a lower fee level.

#### **Task 1: Project Initiation, Program Review, and Ongoing Project Management**

EPS will meet with City staff and CCE to discuss the process, approach, and schedule (it is assumed that the Project Initiation meeting for the Citywide study will be combined with the Northeast Area study). At this meeting, EPS, City staff, and CCE will discuss the methodology and identify the information needed for the update and the responsible party. Information gathering will focus on confirming and/or determining changes in development plans, changes in the improvement lists, changes in the cost estimates, and any additional information required to support cost allocations. It is assumed that the overall fee methodology for transportation and parks will remain generally the same as in 2013 and that the methodology for the fees last updated in 2006 will be updated consistent with the broader changes made to the transportation and parks fee programs in 2013. Differences may, however, be introduced, for example in the case of infill development. Throughout the course of this study, it is assumed that, in addition to

the in-person meetings identified in **Task 7**, EPS will hold as-needed conference calls with City staff and CCE to address key issues as they arise and to stay on schedule.

## **Task 2: Demographic and Land Use Analysis**

City staff, in collaboration with CCE, recently updated its estimates of remaining Citywide residential development capacity and associated expected residential development over the next 20 years. An initial estimate of General Plan nonresidential development capacity was also made, though a forecast for the next 20 years was not developed. Building from this work effort, City staff, Coastland, and EPS will confirm the residential development forecasts and develop appropriate nonresidential development forecasts for the key areas of the City. City staff, CCE, and EPS will also work with F&P to ensure the appropriate land use forecasts are incorporated into the updated transportation model. This will also include City staff and CCE working with F&P to ensure the development forecasts are expressed geographically for use in the updated transportation model. For expediency, this task will also address the development forecast data needs of the Northeast Area fee, including expected development in the Northeast Areas as a whole, in the Train Station Specific Plan (TSSP) area, and in the other Northeast subareas pertinent for sewer and storm drain fees. The level of expected infill development, including development in the Heart of Fairfield, and other infill locations will also be determined.

Additional components of this task will include a review of land use categories used in both the Citywide fee program and confirmation (or refinement) to the current set of land use categories. Also, updated information on existing levels of development by area as well as demographics (e.g. numbers of persons per household) will also be updated by City staff, CCE, and/ or EPS using publicly available data sources.

## **Task 3: Citywide Transportation Fee Technical Analysis**

City staff and CCE recently reviewed and updated the Citywide transportation improvement list. In order to determine a maximum, justifiable Citywide transportation fee, there are a number of analytical tasks that will need to be completed:

- **Updated Improvement Cost Estimates and appropriate Fee Program Costs.** The recent City staff/ CCE review of the improvement items identified the Citywide transportation improvements that are necessary. This also included an updated estimate of the funding from other sources that could help support citywide transportation improvement funding. It is assumed that City staff and Coastland will provide updated cost estimates for these transportation improvements.
- **Transportation Modelling, Analysis, and Cost Allocations.** The F&P work program includes the steps necessary to update the transportation model and conduct the transportation analysis necessary to determine: (1) the proportion of new citywide transportation improvement costs that could be allocated to new development; and, (2) the proportion of new Northeast Area transportation improvement costs that should be allocated to development in the rest of the City (as opposed to Northeast Area development and the Northeast Area transportation fee). As part of this work effort, F&P will coordinate with City staff, CCE, and EPS over the development forecasts and land use categories. F&P will also provide trip generation factors, adjusted as necessary to reflect

the travel characteristics of specific development types, to help determine the appropriate method for allocating costs between land uses. F&P will also support efforts to determine the appropriate trip generation factors for new infill development and determine if they are different from development elsewhere in the City.

- **Transportation Fee Model.** EPS will adapt the 2013 transportation fee model to incorporate the new data and analysis from F&P, City staff, and Coastland. The updated fee model will estimate the maximum, "base" Citywide fee that could apply to all new development in the City. To the extent that a different Citywide transportation fee on infill development can be justified, it will be estimated. The fee model will also estimate the maximum, "additional" fee that could apply to new development outside of the Northeast Area to help fund the planned new Northeast Area transportation improvements.

#### **Task 4: Citywide Park Fee Technical Analysis**

The 2013 calculation of the Citywide park development impact fee will be updated through the following tasks:

- **Park Improvement List.** The 2013 park improvement list included neighborhood parks, community parks, linear parks (in the Northeast Area and elsewhere), and a number of recreational facilities. City staff and CCE will work together to prepare a revised parks improvement list that the City would expect to develop between 2020 and 2040.
- **Park Improvement Costs and Funding Sources.** City staff and CCE will develop updated cost estimates for the revised park improvement list. Expected funding sources that would offset some of these costs will also be identified, including the expected funding from the Northeast Area parks fee for some of the linear parks improvements.
- **Net Park Improvement Cost Allocation.** To develop the revised parks fee, EPS will work with City staff to understand the existing and effective level of service in the City of neighborhood and community parks as well as recreation facilities. EPS will then determine the proportion of the different improvement types that could be allocated to new development (and the fee program) and the proportion that would be allocated to existing development.
- **Maximum Fee Calculation.** EPS will work with City staff and Coastland to confirm the distinct land use categories for the parks fee program. EPS will then allocate fee program costs between the land uses and estimate the updated maximum citywide parks fees.

#### **Task 5: Additional Citywide Fees Technical Analysis**

In collaboration with City staff and Coastland, EPS will also update the general government, police, fire, and urban design improvements fees. All four of these development impact fees are based on the specification of a set of required capital improvements, an estimation of their costs, and the careful allocation of a portion of the costs to new development. In all cases, it is assumed that City staff and CCE will take the lead in updating the improvement lists and the cost estimates. EPS will update each of these fees based on the following process:

- Update Capital Improvement List.
- Obtain Cost Estimates for Improvements.
- Allocate Costs between New and Existing Development based on current service levels.
- Estimate maximum fees for the relevant land use categories.

A distinct set of calculations will be conducted for each fee to estimate the maximum, justifiable fee levels.

### **Task 6: Technical Report**

EPS will prepare an *Administrative Draft* Citywide Fee Report (Nexus Study) documenting the assumptions, analysis, and methodology used in estimating the six updated Citywide development impact fees. It will include all the necessary nexus findings to update fees under the Mitigation Fee Act. Subject to one round of integrated comments from the City staff and Coastland, EPS will prepare a *Public Review Draft* Technical Report for presentation to City Council. Subsequent to further review and feedback from City policymakers, staff, and stakeholders, EPS will produce a *final* Northeast Area Fee Technical Report/ Nexus Study. It is important to note that the City may decide to adopt fees below the maximum fee levels identified in the Nexus Study report if preferred and if other funding sources are expected to be available.

### **Task 7: Meetings**

In addition to the project initiation meeting (included in the **Task 1** budget), it is assumed that EPS staff will attend six (6) in-person work sessions with City staff in preparation of the Citywide fee update, two (2) stakeholder meetings, and two (2) City Council meetings. Several of these meetings are assumed to address both Citywide fee and Northeast fee updates.

## **Budget**

As shown in **Table 1**, the budget for Work Program #1 is **\$95,500**. The budget estimate covers all costs associated with the tasks, deliverables, materials, travel, and meetings described in the work program with the exception of the optional task. Additional tasks or meetings requested by the client will be billed on a time-and-materials basis at our standard hourly rates. Charges for EPS time are based on the amount of time actually spent. Expenses for travel, data, facsimiles, copying, and other project related items are billed at cost. Invoices are submitted monthly and are payable upon receipt.

**Table 1**  
**EPS Budget Estimate: Work Program #1**  
**City of Fairfield Citywide Development Impact Fees Update Technical Study; EPS #191133**

Task/ Description	EPS Staff			EPS Staff Cost Subtotal	EPS Direct (2) Costs	Grand Total
	Rice-Evans	Foelsch	Prod./ Support Staff			
Task 1: Project Initiation, Program Review, Project Management	20	20	1	\$9,600	\$150	\$9,750
Task 2: Demographic and Land Use Analysis	16	25	1	\$9,275	\$200	\$9,475
Task 3: Citywide Transportation Fee Technical Analysis	30	65	2	\$20,575	\$300	\$20,875
Task 4: Citywide Park Fee Technical Analysis	15	30	2	\$9,950	\$200	\$10,150
Task 5: Additional Citywide Fees Technical Analysis	25	40	2	\$14,700	\$150	\$14,850
Task 6: Technical Report	24	40	8	\$15,000	\$300	\$15,300
Task 7: Meetings (1)	34	24	2	14,600	\$500	\$15,100
Total	164	244	18	\$93,700	\$1,800	\$95,500
Billing Rates	\$300	\$175	\$100			
<b>TOTAL PROJECT COSTS</b>	<b>\$49,200</b>	<b>\$42,700</b>	<b>\$1,800</b>	<b>\$93,700</b>	<b>\$1,800</b>	<b>\$95,500</b>

(1) Includes EPS staff attendance at six (6) in-person working session meetings with City staff, two (1) stakeholder meeting, and two (2) City Council Meetings in addition to the project initiation meeting included in Task 1.

(2) Billed at cost. Covers costs of data, travel (mileage), delivery services, conference calls.

## **Work Program #2**

### **City of Fairfield Development Fees**

### **Northeast Area Development Fee Update Technical Study**

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The current Northeast Area development impact fee program was developed in 2013 and includes a number of components. There are three (3) fees that apply to all new development in the Northeast Area, including a transportation fee, a linear parks fee, and a greenbelt preservation fee. There are also four (4) additional fees that are addressed, including a sewer fee and a drainage fee that both only apply to specified subareas in the Northeast area, as well as two fees that apply only in the Train Station Specific Plan (TSSP) area, one that covers additional TSSP capital improvements and one that covers the TSSP preparation costs.

This work program will update all fees and describes the technical effort EPS will undertake. In addition to this EPS work effort, F&P's transportation analysis under their separate work program will provide critical inputs into the transportation fee, and CBG's cost estimates will provide critical inputs into the transportation fee. The capital improvement lists and cost updates for other fee components will be developed by City staff in collaboration with Coastland. The fee updates will also incorporate the latest expectations in terms of expected development in the Northeast area through 2040.

The work program will include the development of a flexible development fee model that will be used iteratively during the duration of the work effort to refine and adjust its core components (development program, capital improvement list, allocations) based on new information, analysis, plans, and policy decisions. The work program will determine the maximum potential fees and prepare the necessary Nexus Study to support this fee level. City policymakers will then determine, during public hearings, whether to assess this maximum fee or whether additional funds from other sources are available to support a lower fee level.

#### **Task 1: Project Initiation, Program Review, and Ongoing Project Management**

As part of the Work Program #1 project initiation meeting, EPS will meet with City staff and CCE to discuss the process, approach, and schedule which will also cover Northeast Area fee topics. At this meeting, EPS, City staff, and CCE will discuss the methodology and identify the information needed for the update and the responsible party. Information gathering will focus on confirming and/or determining changes in development plans, changes in the improvement list, and changes in the cost estimates. It is assumed that the overall fee methodology will remain the same as in 2013, though any necessary changes will be identified. Throughout the course of this study, it is assumed that, in addition to the in-person meetings identified in **Task 6**, EPS will hold periodic conference calls with City staff and CCE to address key issues as they arise and to stay on schedule.

#### **Task 2: Demographic and Land Use Analysis**

Under Work Program #1, City staff and CCE, in collaboration with EPS and F&P, will determine the appropriate levels of new development by subarea (including relevant Northeast Areas). Only modest additional effort will be required to incorporate these Northeast Area forecasts in

the Northeast Area fee model. EPS, City staff, and CCE will determine whether any changes in the Northeast area land use categories would be appropriate or whether they should remain the same.

### **Task 3: Northeast Area Transportation Technical Analysis**

The Northeast Area transportation fee is the largest component of the set of Northeast fees. City staff and CCE recently reviewed and updated the Northeast Area transportation improvement list. In order to determine a maximum, justifiable Northeast Area Transportation fee, there are a number of analytical tasks that will need to be completed as follows (a substantial part of these tasks will be completed either as part of Work Program #1 or by F&P):

- **Updated Improvement Cost Estimates and appropriate Fee Program Costs.** CBG, with input from CCE, will develop updated costs for a finalized list of Northeast Area transportation improvements. CBG's expected work efforts are outlined in their separate work program. CCE, with City staff, will confirm the recent estimates of other funding sources to determine the net cost that could be attributed to new development and hence potentially included in the fee calculations.
- **Transportation Modelling, Analysis, and Cost Allocations.** The F&P work program includes the steps necessary to update the transportation model and conduct the transportation analysis necessary to support the update of the Northeast transportation fee. This includes F&P coordination with City staff, CCE, and EPS over the development forecasts and land use categories. It also includes F&P determination of the appropriate allocations of Northeast transportation improvement costs between new development in the Northeast and new development in the Rest of the City. F&P will also provide trip generation factors, adjusted as necessary to reflect the travel characteristics of specific development types, to help determine the appropriate method for allocating costs between land uses.
- **Transportation Fee Model.** EPS will develop adapt the 2013 transportation fee model to incorporate the new data and analysis from CBG, F&P, City staff, and Coastland. The updated fee model will estimate the maximum Northeast Area transportation fee (specifically, the maximum fee that could be charged to Northeast Area development to help fund the planned new Northeast Area transportation improvements). It will also indicate the appropriate allocation of Northeast Area transportation improvement costs that should be allocated to development in the rest of the City that will be further evaluated in the Citywide transportation fee analysis.

### **Task 4: Other Northeast Area Fee Categories Technical Analysis**

EPS will work with City staff and CCE to update the numerous other development fees applicable either Northeast area-wide or to subareas. In general, each fee category will combine the applicable development forecasts with the updated improvements and associated cost estimates. For most of these fees, City staff and CCE will indicate the capital improvements and associated costs. As part of their work program, CBG will support the process of estimating linear parks, sewer, and storm drainage costs. The fee that will be updated in this task, with maximum justifiable fees, identified include:

- Northeast Area linear parks fee,
- Northeast Area greenbelt preservation fee,
- Train Station Specific Plan (TSSP) additional capital improvements fee
- TSSP preparation costs fee
- Sewer fee (applicable to portions of the Northeast Area)
- Storm drainage fee (applicable to portions of the Northeast Area)

### **Task 5: Technical Report**

EPS will prepare an *Administrative Draft* Northeast Area Fee Report (Nexus Study) documenting the assumptions, analysis, and methodology used in estimating the updated Northeast Area development fee. It will include all the necessary nexus findings to update fees under the Mitigation Fee Act. Subject to one round of integrated comments from the City staff and Coastland, EPS will prepare a *Public Review Draft* Technical Report for presentation to City Council. Subsequent to further review and feedback from City policymakers, staff, and stakeholders, EPS will produce a *Final* Northeast Area Fee Technical Report/ Nexus Study. It is important to note that the City may decide to adopt fees below the maximum fee levels identified in the Nexus Study report if preferred and if other funding sources are expected to be available.

### **Task 6: Meetings**

The meetings included in Work Program #1 are expected to, in most cases, allow for discussion of both the Citywide and Northeast Area fees. As a result, this task assumes that there are only three additional in-person meetings as part of this work program, including one (1) in-person work session with City staff and two (2) stakeholder meetings.

## **Budget**

As shown in **Table 2**, the budget for Work Program #2 is **\$39,855**. The budget estimate covers all costs associated with the tasks, deliverables, materials, travel, and meetings described in the work program with the exception of the optional task. Additional tasks or meetings requested by the client will be billed on a time-and-materials basis at our standard hourly rates. Charges for EPS time are based on the amount of time actually spent. Expenses for travel, data, facsimiles, copying, and other project related items are billed at cost. Invoices are submitted monthly and are payable upon receipt.



**Table 2**  
**EPS Budget Estimate: Work Program #2**  
**City of Fairfield Citywide Development Impact Fees Update Technical Study; EPS #191133**

Task/ Description	EPS Staff			EPS Staff Cost Subtotal	EPS Direct Costs (5)	Grand Total
	Rice-Evans	Foelsch	Prod. Staff			
Task 1: Project Initiation, Program Review, and Project Management (1	8	8	1	\$3,900	\$50	\$3,950
Task 2: Demographic and Land Use Analysis (2)	3	3	1	\$1,525	\$50	\$1,575
Task 3: Northeast Area Transportation Technical Analysis (3)	8	16	0	\$5,200	\$75	\$5,275
Task 4: Other Northeast Area Fee Categories Technical Analysis	20	40	0	\$13,000	\$75	\$13,075
Task 5: Technical Report	18	26	8	\$10,750	\$150	\$10,900
Task 6: Meetings (4)	10	10	1	\$4,850	\$230	\$5,080
Total	67	103	11	\$39,225	\$630	\$39,855
Billing Rates	\$300	\$175	\$100			
<b>TOTAL PROJECT COSTS</b>	<b>\$20,100</b>	<b>\$18,025</b>	<b>\$1,100</b>	<b>\$39,225</b>	<b>\$630</b>	<b>\$39,855</b>

(1) Hours represent additional project management hours for NE fee. Project initiation and program review covered in Work Program #1.

(2) Assumes demographic and land use information required for the NE Area fees largely addressed in Work Program #1.

(3) Due to the connected nature of the Citywide and Northeast area fees, much of the work conducted in Work Program #1 will inform the NE fee update.

(4) Majority of meetings will be joint and covered in Work Program #1. These meetings include additional EPS staff attendance at one (1) working session meeting with City staff and two (2) stakeholder meetings in addition to the project initiation meeting included in Task 1.

(5) Billed at cost. Covers costs of data, travel (mileage), delivery services, conference calls.

December 20, 2019

Teifion Rice-Evans  
EPS  
1 Kaiser Plaza, Suite 1410  
Oakland, CA 94612

**Subject: Scope of Work and Estimated Fee to Update the Fairfield Transportation Impact Fees**

Dear Teifion:

This letter transmits Fehr & Peers' scope of work and estimated fee to work with EPS to update the City of Fairfield's Citywide and Northeast Area Transportation Impact Fees. As we discussed on the phone, the City desires an update to these fees to respond to potential changes to the transportation improvements to be funded by the fees, as well as updated development projections. Fehr & Peers will use the City of Fairfield Travel Demand Model which was developed as part of the original fee study in 2010 – 2012 to conduct this work. Our proposed scope of work and estimated fee are described below.

## Scope of Work

### Task 1 – Review of Travel Demand Model Update and Re-Validation

We had originally scoped a re-validation of the travel demand model to represent 2020 conditions, for use in the fee update. However, because this work is being performed by DKS Associates as part of the VMT methodology and threshold-setting project for the City, Fehr & Peers will review the updated model files (land use and network) and validation tests performed by DKS. We will also perform the following tasks to check the validation work by DKS; the Task 1.1 traffic counts will also be used in the deficiency analysis in Task 2.

#### *Task 1.1 Data Collection*

Fehr & Peers will collect 48-hour roadway segment counts at up to 20 locations and AM and PM peak period intersection counts at five major intersections, for use in Task 1.2 and in the deficiency evaluation in Task 2.4. (More intersections can be added if the City believes more potentially deficient intersections need to be identified.)

#### *Task 1.2 Validation Checks*

We will run the updated baseline model provided by DKS and perform typical static model validation checks regarding the model's ability to replicate existing (2020) traffic volumes at the study locations. We have allocated up to 8 hours for these tests; if the tests indicate that more



work is needed to improve model performance for use in the fee update, we will prepare a separate proposal.

At the conclusion of this task, Fehr & Peers will prepare a brief technical memorandum describing the model update by DKS and the validation checks performed by Fehr & Peers.

## **Task 2 – Fee Update**

The process outlined below assumes a that the current fee program structure, wherein the Citywide fee is assessed for all new development to fund projects of citywide benefits, and the Northeast Area fee is assessed for new development in the northeast area to fund projects which primarily benefit development in that area, may change in the following ways:

- The proportion of Northeast Area infrastructure costs assigned to the Northeast Area fee as compared to the Citywide fee (currently a 67%/33% split) may change;
- Development in the Heart of Fairfield Specific Plan Area may be assigned lower fees, if the analysis supports this, via a trip generation assessment leading to lower DUE values
- If supported by the analysis and the City, the fees could be collapsed into one citywide fee

### *Task 2.1 Project Initiation*

Fehr & Peers will attend a kick-off meeting with City staff and the project team to discuss the objectives for the fee study. Important issues to be clarified at that time are the coordination of the Citywide fee with the Northeast Area fee, the intention with respect to Heart of Fairfield development fees, and the relationship between the City fees and the STA regional fee. Our scope assumes that the Citywide fee program will cover the entire City, as it currently does, and the Northeast Area boundary would remain the same. Some of the travel modeling efforts must be set up specifically to accommodate creation of a new district; therefore, if any changes to the desired fee structure are made after the modeling efforts have begun, some of the work will need to be re-done. This will be discussed at the kick-off meeting and reviewed with the project team throughout the course of the study.

It is assumed that at this point in the study, the project team will have already confirmed through their acceptance of the model validation report that the appropriate model validation criteria have been met to allow for a reasonable level of confidence in the fee study model results.

### *Task 2.2 Draft Project List*

Fehr & Peers will obtain updated lists of projects the City wishes to include in the Citywide fee and Northeast Area fee. This list will include improvement items by improvement type, location, extent of improvement (e.g. number of lanes), costs, and expected funding from other sources. Fehr & Peers will ensure that those projects are coded correctly into the future model.



### *Task 2.3 Trip Generation Rate Review*

At the City's request, Fehr & Peers will review the external vehicle trip generation rates for Heart of Fairfield development, as assessed in the Heart of Fairfield Specific Plan EIR, alongside the trip generation rates in the Fairfield Travel Demand Model, the Train Station Specific Plan EIR, and California Household Transportation Survey data. Based on this review, we will determine if lower external trip generation rates are appropriate for development within the Heart of Fairfield Specific Plan area. The resulting findings can be incorporated into the fee development via lower DUEs for HOF development, if supported by the analysis. Task 2.3 TDF Model Analysis and Growth Projections

We recommend that the 2035 version of the model be updated to represent 2040 conditions, to allow for a twenty-year planning horizon for the fee program, and to be consistent with the Solano-Napa Travel Demand Model. Fehr & Peers will provide the future land use by TAZ from the current version of the Travel Demand Model to City staff for review and adjustment; the City is already performing the same review for the Solano-Napa model, so this review process should not require too much extra effort on the part of the City. Fehr & Peers will take the updated land uses, and update the model to reflect 2040 conditions, including reasonably foreseeable network improvements and updated model gateway volumes.

The second step will be to run the 2040 model with the fully funded transportation projects and the capital improvement projects identified for the new fee programs, compare the resulting link volumes with the capacities for each functional class, and determine if any additional future deficiencies exist. These deficiencies will be reviewed with the project team to determine if any other capital improvement projects are feasible within the fee program; if so, they will be added to the network and the model will be run again to determine their effects. Alternatively, if the model runs indicate that certain capital improvements are not required to serve the projected travel demand, or can be downsized, these changes will be included in the subsequent model runs. Note that the model has an automated procedure to evaluate roadway link level of service for a large set of roadways. At the City's request, we have assumed *four iterations of model runs* to right-size the capital improvements list that will be included in the fees.

Another important element of this task is to establish the future land uses that will be sharing the cost of the fee program. Fehr & Peers will review the updated land use projections included in the 2040 model and, if appropriate, refine the Dwelling Unit Equivalents (DUEs) that had been prepared for the prior fee study, for each land use.<sup>1</sup> The updates would reflect the rates in the recently released ITE *Trip Generation, 10<sup>th</sup> Edition*. These factors will be provided to the project team for later use in the fee calculations.

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<sup>1</sup> The DUE is a unit of measurement that allows all land use categories to be compared equitably in terms of the relative burden each places on the transportation system. DUE factors typically include components such as trip generation rates, average trip lengths, the likelihood for diverted/pass-by trips, and sometimes other elements such as proximity to other compatible uses or transit facilities.



#### *Task 2.4 Travel Demand Model Select Link Analysis*

The purpose of this task is to establish the required nexus between the amount of the fee being charged and the transportation system impacts caused by the new development that will be subject to the fee.

##### Deficiencies at the Start of the Fee Program

It is not appropriate for a development impact fee program to include the costs associated with correcting deficiencies in the transportation system which are present at the start of the program. Therefore, these deficiencies must be accounted for and removed from the fee calculations. Fehr & Peers will coordinate directly with local and regional agency staff to identify recent studies or plans that reported the existing traffic conditions and performance standards on the roadways addressed in the fee program project list. We will also reference the traffic counts collected for the purposes of the Travel Demand Model re-validation in Task 1. For those capital projects where recent existing conditions information is not available, we will arrange for daily traffic counts to be conducted and existing levels of service to be determined. At this time, we assume that no new data collection would be required; if such efforts are found to be necessary, we will provide a supplemental scope and fee estimate.

The existing LOS at each project location will be compared to the applicable performance standards to determine whether any deficiencies occur. If there are deficiencies, we will determine how much over-capacity the facility is currently operating, and will use that result to determine the proportion of the improvement cost that should be discounted in the fee program.

##### Regional (Through) Traffic

Based on the prior fee-setting work in 2012, it is known that some of the roadways included in the Fairfield fee program serve relatively large proportions of through traffic (that is, trips that neither begin nor end in Fairfield). Fehr & Peers will do a series of select link assignments on the facilities identified in the project list and will use the results to estimate the proportion of traffic on each facility that is attributable to through trips. This information will be used in discussions with the project team to determine whether those projects should remain in the Fairfield fee program, or whether they should more appropriately be included in the STA regional fee program. If certain projects are identified that serve large amounts of through traffic, and the project team desires to include those projects in the Fairfield fee program, we will use the select link results to advise the project team on how to discount the project costs to account for the effects of the through traffic.

##### New Trips from Fairfield

While it is possible to use select link modeling techniques to estimate the proportion of traffic on each facility that is generated by new development in Fairfield, our experience has been that such an analysis is not essential for a defensible fee program. If the need for the facilities has been established through a rational planning process (such as the modeling analysis described in Task 2.3), discounts have been applied for deficiencies present at the start of the program, and the amount of funding that could reasonably be expected from non-fee sources has been accounted



for, then it is perfectly legitimate to assume that the remaining costs could be covered through an impact fee program. This would set the maximum fee that is technically defensible and could justifiably be charged to new development in Fairfield. Therefore, we do not propose to conduct additional select link analysis beyond that already described in the section on regional (through) traffic. If the project team discusses this matter and decides that additional analysis would be desirable, it can be added to the scope.

#### Task 2.5 Nexus and Burden Analysis

Fehr & Peers will assist the project team in interpreting the modeling results prepared in Task 2.4. Fehr & Peers will also play a small role in advising the team about the use of the DUE factors and application of the fee to different land use categories.

#### Task 2.6 Technical Memorandum and Draft Report

Fehr & Peers will write a technical memorandum about the modeling assumptions, procedures and maps of the project locations, and the resultant fee allocations for each project in the program. The memorandum will be structured so as to be suitable for inclusion in EPS's draft report. We will assist the team in incorporating our deliverables into the draft report. We have allocated up to 12 hours of professional staff time to respond to questions or comments on our sections of the draft report.

#### Task 2.7 Team Meetings

As an essential part of the project team, we assume that Fehr & Peers will attend five in-person team meetings as part of Task 2: a kick-off meeting as discussed in Task 2.1, and four meetings to review analysis and work products. Conference calls can be accommodated without an additional effect on the budget.

#### Task 2.8 Public Outreach Meetings

We assume that Fehr & Peers will attend three public outreach meetings, to communicate results of the fee study, and to explain concepts and answer questions.

### **Estimated Level of Effort and Fee**

We estimate that the above work will require a fee of \$100,540 (refer to **Attachment 1**). We would send invoices monthly based on work completed, and invoices are due and payable upon receipt. Once the project work plan has been confirmed, we will discuss a schedule for the project.

Please call Ellen Poling at (925) 930-7100 if you have any question about this proposal.



Sincerely,

FEHR & PEERS

A handwritten signature in black ink, appearing to read "Ellen M. Poling".

Ellen M. Poling, PE  
Senior Associate

A handwritten signature in blue ink, appearing to read "Julie Morgan".

Julie Morgan, AICP  
Principal

*P19-5302-WC*

**Attachment:** 1 – Level of Effort and Fee Estimate

# Attachment 1: Level of Effort and Fee: Fairfield Transportation Impact Fee Update

Tasks	Staff					Labor Hours      Direct Costs      Total		
	Project Manager	Principal-in-Charge	Transp. Planner/Engineer	Forecasting Lead	Admin Support			
	\$265	\$325	\$135	\$220	\$135			
Task 1 -- Review of Travel Demand Model Update and Re-Validation	4	2	28	8	5	47	\$6,750	\$14,680
Task 2 -- Fee Update								
2.1 Project Initiation/Kick-off Meeting	6	4	4		2	16	\$190	\$3,890
2.2 Draft Project List	2		16	4	3	25	\$200	\$4,180
2.3 Model Analysis and Growth Projections	8	4	40	24	10	86	\$770	\$16,220
2.4 Model Select Link Analysis	12	12	80	24	16	144	\$1,270	\$26,590
2.5 Nexus and Burden Analysis	8	4	4		2	18	\$210	\$4,440
2.6 Technical Memorandum and Draft Report	16	4	24	4	6	54	\$520	\$10,990
2.7 Team Meetings (4)	16	8	8		4	36	\$420	\$8,880
2.8 Public Outreach (3 Public Meetings)	18	12	6		5	41	\$510	\$10,670
Task 2 Sub-total	86	48	182	56	48	420	\$4,090	\$85,860
<b>Total for all Tasks</b>	<b>90</b>	<b>50</b>	<b>210</b>	<b>64</b>	<b>53</b>	<b>467</b>	<b>\$10,840</b>	<b>\$100,540</b>

## Notes:

*This fee proposal is valid for a period of 90 days from the proposal submittal date.*

*Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.*

*Mileage is billed at the IRS rate plus 10% handling fee*

*All other direct and subconsultant expenses are billed with 10% handling fee*

*Other direct costs include computer, communications, and reproduction charges are billed as a percentage of labor*

*Rates and staff are subject to change at any time, without notice, and within the total budget shown*

*Direct costs in Task 1 include 48-hour roadway segment counts at 20 locations, and AM and PM peak period intersection counts at 5 intersections.*



December 4, 2019  
Job No.: 1668-001

## Change Order Request

**Northeast Area Fee Update  
Fairfield, California**

<u>Description of Work</u>	<u>Estimated Fee</u>
I. Engineering	
A. NEA Fee Cost Estimate Update	\$ 18,160
1. Update the roadway segment, storm drainage, sewer and linear trail cost estimates for the Northeast Area Fee for cost of living and unit price adjustments. Coordinate with City Staff and Consultant Team on appropriate unit cost data source.	
Principal	16 hours @ \$ 240
Senior Engineer	24 hours @ \$ 210
Project Engineer	40 hours @ \$ 190
Clerical	24 hours @ \$ 70
B. Report Preparation Support	\$ 2,500
1. Provide additional analysis or data to Client and EPS to support Fee Report preparation as requested.	
C. Miscellaneous Tasks and Exhibits	\$ 2,500
1. Perform miscellaneous tasks and prepare miscellaneous exhibits as requested by City Staff.	
D. Meetings and Teleconferences	\$ 5,000
1. Attend meetings and participate in teleconferences as requested by City Staff.	
II. Reimbursables	\$ 500
A. Printing and Computer Plots.	
B. Delivery Services and UPS.	
C. Acquisition of Record Materials.	
D. Mileage, Tolls and Parking.	

**Total \$ 28,660 (T&M)  
Not to Exceed**

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2020. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.



## STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2020

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### **Engineering**

Project Manager .....	\$215
Senior Engineer.....	\$195 - \$210
Project Engineer.....	\$175 - \$190
Staff Engineer.....	\$145 - \$165
Assistant Engineer .....	\$115 - \$130

### **Planning**

Senior Planner .....	\$195 - \$210
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### **Surveying**

Survey Manager .....	\$215
Senior Surveyor .....	\$195 - \$210
Project Surveyor.....	\$175 - \$190
Staff Surveyor .....	\$145 - \$165
Assistant Surveyor .....	\$115 - \$130

Party Chief.....	\$185
Chainman .....	\$100

### **Drafting**

CAD Technician .....	\$135
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### **Administration**

Clerical .....	\$70
Reimbursables.....	Cost + 10%

### **Management**

Principal .....	\$240
Associate .....	\$220