

CITY OF SNOQUALMIE
AGREEMENT FOR CONSULTANT SERVICES

Contract Title:

Contract #: N/A

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City"), and FCS Group a limited liability corporation ("Consultant") is dated this ____ day of _____ 2023.

Consultant Business: FCS Group

Consultant Address: 7525 166th Avenue NE, Ste D-215, Redmond, WA 98052

Consultant Phone: (5 0 3) 3 7 4 - 0 6 7 6

Consultant Fax: 425-867-1937

Contact Name: Todd Chase, Principal

Contact e-mail: toddc@fcsgroup.com

Employee ID No.:

Authorized City Representative for this contract: Emily Arteche, Department Director

WHEREAS, the City desires to complete components of the city comprehensive plan;

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with expertise in the area of comprehensive planning; and

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the city desires to engage the Consultant to complete components of the city 2044 comprehensive plan.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant.

A. The City retains the Consultant to provide the services described in "Exhibit A" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

B. The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

C. The project manager(s) of the Work shall be Martin Chaw. The project manager(s) shall not be replaced without the prior written consent of the City.

D. Work shall commence when the City issues a notice to proceed and it shall be completed

no later than December 31, 2024, unless the completion date is extended in writing by the City.

2. Compensation.

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed \$75,650 as shown on Exhibit B, which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses that are approved for reimbursement by the City in writing before the expense is incurred. If travel and/or overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

B. All requests for payment should be sent to

City of Snoqualmie
Attn: Community Development Department
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

4. Work Product.

A. The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

B. All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice; provided, however, that in the event of a material breach of this Agreement, termination may be effective immediately or upon such date as determined by the City in its sole discretion. For purposes of this Agreement, "material breach" is defined as misfeasance, malfeasance or violation of any criminal law, ordinance or regulation.. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to

the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification.

A. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

B. Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

C. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

D. Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile used by Consultant in the course of the Work. A statement by Consultant and approved by the City Administrator,

certifying that no vehicle will be used in accomplishing this Agreement, may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Snoqualmie Business License. Consultant shall obtain a City of Snoqualmie business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Paragraph 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Snoqualmie shall be sent to the following address:


City of Snoqualmie
Attn: Community Development Department
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

B. Notices to the Consultant shall be sent to the following address:

FCS GROUP
Attn: Martin Chaw, Sr. Project Manager
Redmond Town Center
7525 166th Ave. NE, Ste. D-215
Redmond, WA 98052

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

<p>CITY OF SNOQUALMIE, WASHINGTON</p> <p>By: _____ Its: Mayor Date: _____</p>	<p>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</p> <p>Corporation</p> <p>FCS Group</p> <p>By:  _____ Typed/Printed Name: TODD CHASE Its: <u>PRINCIPAL</u> JOHN GHILARDUCCI Date: _____</p>
<p>ATTEST:</p> <p>Reina McCauley, Deputy City Clerk Date: _____</p>	
<p>APPROVED AS TO FORM:</p>	

Anna Astrakhan, Assistant City Attorney
Date: _____

Exhibit A

Scope of Work

City of Snoqualmie Comprehensive Plan Update Capital Facilities Element

Proposed Scope of Work

FCS GROUP's proposed scope of work will focus on local public facility needs and requirements for parks, water, sanitary sewer, stormwater, power and communication facilities. It is our understanding that transportation facilities will be addressed in a separate chapter of the Comprehensive Plan.

Phase 1: Capital Facilities Plan Element

Task 1: Development Overview and Growth Forecast

This task will guide future public capital facilities needs and investment requirements. FCS will document trends and forecasts in population, households and employment. We will work with your Finance Department to understand the City's current financial condition and remaining revenue capacities. Project deliverables include:

- Identifying data inputs and requirements to be provided by city staff.
- Attending a project kickoff to review and affirm project goals, deliverables, schedule, and budget.
- Reviewing relevant background documents and public facility master plan assumptions for transportation, water, sewer, stormwater, parks, power and communications.
- Coordinating with City staff to establish a comprehensive inventory of existing facilities.
- Technical Memorandum that identifies economic and demographic growth trends and forecasts, and existing and potential sources of funding available to the City to support the construction of facilities.

Task 2: Level of Service and Future Facilities Requirements

During this task, FCS will work closely with you, your management team, and your other comprehensive plan consultants to document current and future level of service (LOS) requirements. FCS will identify and evaluate various strategies for funding your future parks, water, sewer and stormwater capital facilities and operational funding requirements.

- Coordinating with City staff to establish a forecast of changes to the City's level of service and future facilities needed to serve these LOS demands.
- Identifying the City's existing and remaining sources of revenue capacities available to fund future facilities.

Task 3: Prepare Six-Year Financial Plan

Upon completion of Phase 3, FCS will prepare a six-year financial plan delineating the forecasted sources and uses of funds to support your future facilities plan. As with any forecast, there is an element of risk (e.g. which revenue sources are stable/predictable, versus which are sensitive to changes in economic conditions).

FCS will work closely with you and your Finance Department to identify the potential areas of risk and what alternatives the City could consider in the event of a shortfall (e.g. if REET forecasts fall short by 25%, what alternative revenue sources should the City consider to account for the difference?).

- Preparing a proposed six-year financial plan to fund the forecasted future facilities.
- Identify areas of probable financial risk.
- Identify an alternative six-year financial plan in the event of financial shortfalls.

Task 4: Documentation

FCS will document the above analysis, including documenting key study assumptions, in the form a written memorandum. We will also prepare a draft Capital Facilities Element for the City's review.

- Prepare draft written Capital Facilities Element for the City's review.
- Finalize Capital Facilities Element based on City feedback.
- Submit electronic final "adoption ready" draft documents to the City.

Phase 2 Adoption (Contingent Work Tasks)

Task 5: Presentations

We will facilitate up to three (3) project review meetings with the City staff project team, and facilitate up to one (1) review meeting with the City Council. If needed, as State laws also require the City to facilitate community meetings and presentations, we will also assist in preparing any supporting documents or materials in advance of these community meetings. We do not anticipate attending these community meetings.

- Presentation of results to the City's project team, and City Council (if needed).
- Support the City in preparing for community meetings and presentations.

Task 6: Post Project Support

If needed, we will provide on-call support to the City on a task-order basis. For example, this might include, as the City is implementing its comprehensive plan, a comparison of actual revenues against plan.

- Post project support as needed, to be engaged on a task-order basis.

EXHIBIT B
COMPENSATION

Project Budget

FCS GROUP shall complete Phase 1 (Task 1-4) of the scope of work for a total not to exceed budget amount of \$54,580, and Phase 2 (Tasks 5-6) of the scope of work for a total not to exceed budget amount of \$21,070, for a total not to exceed budget amount of \$75,650.

Task Detail	T.Chase Principal	M.Chaw Sr. PM	L.Nelson Analyst	Admin Support	Total Hours	Expenses	Budget Estimate (incl exps)
<i>2022 Hourly Billing Rates</i>	\$290	\$225	\$155	\$95			
Task 1 Development Overview & Growth Forecast							
Project kickoff (1 meeting - on-site)	3	3	3	4	13	\$50	\$2,440
Inventory of existing facilities	0	16	16	0	32	\$0	\$6,080
Evaluate growth trends and existing revenue sources	2	16	8	2	28	\$0	\$5,610
Task 2 Level of Service and Future Facilities							
Forecast LOS demands and future facilities	8	16	4	2	30	\$0	\$6,730
Evaluate remaining revenue sources	0	16	4	0	20	\$0	\$4,220
Task 3 Prepare Six-Year Financial Plan							
Prepare six year financial plan/strategy	4	16	16	2	38	\$0	\$7,430
Identify areas of financial risk	0	8	2	0	10	\$0	\$2,110
Identify financial alternatives	4	16	8	0	28	\$0	\$6,000
Task 4 Documentation							
Prepare draft Capital Facilities Element	8	16	24	6	54	\$0	\$10,210
Send draft to City for review	0	0	0	0			
Finalize draft Capital Facilities Element	4	4	8	0	16	\$0	\$3,300
Transmit final documents	0	2	0	0	2	\$0	\$450
Task 5 Adoption Presentations							
Presentation of results to City team (3 meetings - on site)	3	9	9	0	21	\$150	\$4,440
Review meeting with Council (1 meeting - on site)	3	3	3	0	9	\$50	\$2,060
Support City in preparing for adoption hearings	2	16	8	0	26	\$0	\$5,420
Task 6 Post Project Support							
Provide post project support (on-call)	8	24	8	2	42	\$0	\$9,150
Subtotal Phase 1 (Tasks 1-4)	33	129	93	16	271	\$50	\$54,580
Subtotal Phase 2 (Tasks 5-6)	16	52	28	2	98	\$200	\$21,070
Total Budget (all tasks)	49	181	121	18	369	\$250	\$75,650