

Department:

Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the City of Huntsville to enter into an agreement with The Ferguson Group for Grant Writing Services for the Pedestrian Access and Redevelopment Corridor (PARC) Project.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: \$18,840.00

Total Obligation: \$

Special Circumstances:

Grant Funded: \$

Grant Title – CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location:

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 22-__

WHEREAS, the City Council of the City of Huntsville, Alabama, that the Mayor be and enter into an agreement between the City of Huntsville, and The Ferguson Group, LLC, for Grant Writing Services for the Pedestrian Access and Redevelopment Corridor (PARC) project in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as “Agreement between the City of Huntsville and The Ferguson Group, LLC, for Grant Writing Services for the Pedestrian Access and Redevelopment Corridor (PARC) project,” consisting of a total of fifteen (15) pages, and the date of March 24, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said Development Agreement being permanently kept on file in the Office of the City Clerk-Treasurer of the City; and

ADOPTED this the 24th day of March, 2022

President of the City Council of
the City of Huntsville, Alabama

APPROVED this this the 24th day of March, 2022

Mayor of the City of
Huntsville, Alabama

**AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND THE
FERGUSON GROUP, LLC FOR GRANT
WRITING SERVICES**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT FOR GRANT WRITING SERVICES

This Agreement is made this 24th day of March, 2022, by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as the “City”) and The Ferguson Group, LLC, a limited liability company organized and existing under the laws of the District of Columbia (hereinafter referred to as “Consultant”) for grant writing services. The City and Consultant hereby agree as follows:

RECITALS

WHEREAS, the City desires secure federal funding to complete the Pedestrian Access and Redevelopment Corridor (PARC) Project, which includes the construction of a cable-suspended bridge over US 231/431 and Governor’s Drive; three-bowstring truss pedestrian bridges over Pinhook Creek and Huntsville Spring Branch; a new concrete Class 1 railroad bridge; flood mitigation measures in the City’s urban core; and

WHEREAS, the City desires to obtain a grant through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program of the U.S. Department of Transportation (USDOT) for the said infrastructure project; and

WHEREAS, Consultant is uniquely qualified in writing federal transportation grant applications and has worked with the City on previous grant-writing projects; and

WHEREAS, the City desires to retain Consultant under the terms and conditions set forth herein to assist with professional grant writing services for the RAISE grant.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1. **Scope of Work:** Consultant hereby agrees to provide the following services to the City of Huntsville:

President of the City Council of the
City of Huntsville, Alabama
Date: March 24, 2022

1) Consultant will provide all grant writing services required for the City to submit a RAISE grant for the PARC project described herein no later than April 14, 2022; and

2) Consultant will provide a benefit cost analysis update in accordance with the updated Benefit Cost Analysis Guidelines for the 2022 RAISE Competition released by USDOT.

All work will be performed and deliverables produced as described in more detail in Consultant's proposal dated March 8, 2022 (the "Proposal"), attached hereto and incorporated herein by reference as Exhibit "A".

2. **Period of Performance and Schedule:** The RAISE grant for which Consultant is engaged has a submittal deadline of April 14, 2022. Consultant will complete all tasks necessary for the City to submit its grant application by the deadline.

3. **Contract Price:** In consideration of the services rendered hereunder, the City shall pay to Consultant for the work performed pursuant to the Scope of Work the total amount of Eighteen Thousand Eight Hundred and Forty Dollars (\$18,840.00). Consultant shall invoice the City upon the completion of the Work. The City shall pay Consultant within thirty (30) days from the date of receipt of the invoice from Consultant. Reimbursable expenses such as in-town travel, long-distance telephone charges, facsimile, document reproduction, overnight delivery and in-town are included in the contract price. Out-of-town travel expenses must be approved in advance by the City and are not included within the contract price.

4. **Consultant Performing as an Independent Contractor:** In the performance of this work it is understood between the parties that Consultant and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. Consultant shall have no authority to obligate the City to any indebtedness or other obligation.

5. **Notices:** All notices (a) shall be in writing, (b) shall be deemed served on the date on which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

City Of Huntsville
Attention: Gary Gleason
P.O. Box 308
Huntsville, AL 35804

The Ferguson Group, LLC
Attention: W. Roger Gwinn
1901 Pennsylvania Ave. NW
Washington, D.D. 20006

6. **Entire Agreement:** The contract between the City and Consultant consists of this written Agreement (including any exhibits) and any documents, drawings or attachments furnished by the City and referenced herein. This written Agreement constitutes the entire agreement between the City and Consultant with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and Consultant.

7. **Order of Preference of Contract Documents.** In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) the Proposal submitted by Consultant.

8. **No Privity of Contract with Third Parties:** Nothing contained in this Contract shall create, or be interpreted to create privity or any other contractual agreement between the City and person or entity other than Consultant.

9. **No Waiver Clause:** The failure of the City to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the City's right to future performance of such terms, and Consultant's obligations for future performance of such shall continue in effect.

10. **EQUAL PARTICIPATION OF PARTIES.** Both parties to this Agreement have participated fully and equally in its negotiation and preparation. Therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against either party hereto.

11. **Insurance and Indemnification Requirements:** Consultant shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. Consultant shall procure and maintain for the duration of the job until final acceptance by the City, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval.

Commercial General Liability

Products and Completed Operations

Contractual

Personal Injury

Broad Form Property Damage

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waivers of subrogation in favor of the City shall be endorsed to Worker's Compensation coverage.

5. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 3,000,000 General Aggregate Limit
\$ 1,000,000 Products - Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury
\$ 1,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$ 100,000 Per Claim - Land Surveyors
\$ 250,000 Per Claim - Other Professionals

3. Automobile Liability:

\$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

\$ 100,000 Bodily Injury by Accident or Disease
\$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's Only:

a. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Consultant for products used by and completed operations of Consultant; or automobiles owned, leased, hired or borrowed by Consultant. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Consultant's insurance and shall not contribute to it.

c. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. Consultant is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V**.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder, and Consultant shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR CONSULTANT:

Consultant shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Consultant or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

Consultant agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of Consultant or any subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Nothing contained in this agreement shall make Consultant responsible to the City for any claims, suits or expenses arising out of the negligent, intentional, reckless, or wrongful acts of the City or its agents.

H. Intellectual Property Rights:

Consultant agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Consultant pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Consultant, and granting Consultant the sole right to defend such claim. In the event of any infringement or claimed infringement, Consultant shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

12. **Governing Law and Venue.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama. For any action concerning this Agreement, (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

13. **Assignment by Consultant.** Consultant shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the immediately preceding sentence, the City and Consultant, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

14. **No Third Party Beneficiaries.** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

15. **Use of Subcontractors.** Consultant shall obtain the City's written consent before placing any subcontract for furnishing any of the work called for in this contract. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract terms or conditions, acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Consultant of any responsibility for performing this contract.

16. **Non-Discrimination.** In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

17. **Miscellaneous Provisions.**

A. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

B. When a word, term or phrase is used in this Contract, it shall be interpreted or construed. First, as defined herein; second, if not defined, according to its generally accepted meaning within the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

C. The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

D. The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

E. Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

F. Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

G. The Services will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.

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

THE FERGUSON GROUP, LLC

Attest:

By : _____
Its: _____

CITY OF HUNTSVILLE
a municipal corporation
in the State of Alabama

Attest:

Kenneth Benion
Its: Clerk-Treasurer

By: _____
Tommy Battle
Its: Mayor

EXHIBIT "A"



City of Huntsville – Engineering
Attn: Gary Gleason, PE
P.O. Box 308
Huntsville, Alabama 35804-0308

March 8, 2022

Dear Mr. Gleason,

TFG welcomes the opportunity to support the City of Huntsville, Alabama's efforts to secure federal funding for the Pedestrian Access and Redevelopment Corridor (PARC) Project. The overall goal of the PARC Project is to provide a safe direct pedestrian facility in Huntsville's urban core to connect areas of persistent poverty and underserved residents living primarily in subsidized housing to vital services and employment centers. The project scope consists of a multi-modal corridor that includes a cable-suspended pedestrian bridge over US 231/431 (Memorial Parkway) and Governors Drive, a three bowstring truss pedestrian bridges over Pinhook Creek and Huntsville Spring Branch, and flood mitigation measures to eliminate the physical barriers to current opportunities.

Scope of Work

Task One: Grant Writing Services - FY 2022 US Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program

The City's FY 2022 RAISE grant application, in support of the PARC project, must be submitted through grants.gov no later than **April 14, 2022**. The FY 2022 RAISE competition incorporates the Biden-Harris Administration's priorities by further defining merit criteria surrounding environmental sustainability, quality of life, and mobility and community connectivity. To score "highly recommended" during the application review period, applicants will need to incorporate evidence and data to support claims made in the merit criteria to a greater extent than in previous application cycles.

In support of submitting a competitive FY 2022 RAISE application, TFG will provide the following services:

- Draft required forms for City review and approval
- Draft Community Stakeholder Letters of Support for City to secure
- Draft updated Match Commitment Letter
- Draft 30-page narrative to respond to updated evaluation criteria
- Upload and submit through grants.gov

TFG will provide the City with a submission timeline as well as request additional information on the project to more accurately reflect the community changes and effectively respond to USDOT guidelines. The City will have access to all final documents transmitted to USDOT.

Task Two: Benefit Cost Analysis Update - FY 2022 USDOT RASIE discretionary grant program

USDOT released updated Benefit Cost Analysis Guidance for the FY 2022 RAISE competition. TFG has an existing partnership with AECOM to assist with preparing updates to the previously submitted 2020 BCA. See Appendix A for additional information on scope of work.

Fee

TFG's fee for **FY 2022 RAISE Grant Writing Services** is a lumpsum fee of \$10,000. As of 2022, TFG's grant team hourly rate is fixed at \$165/hour and the Team estimates spending 60 hours preparing a competitive application. AECOM will partner as a sub-consultant to TFG and provide **RAISE Benefit Cost Analysis Services** for a fee of \$8,840. AECOM estimates expending approximately 44 hours on BCA revisions. The total cost for the FY 2022 RAISE Grant Writing and BCA Services is \$18,840. The City of Huntsville agrees to compensate TFG on a monthly basis upon invoicing for the grant application period, ending April 15, 2022.

Expenses

TFG fees include all direct labor, overhead (including general and administrative expenses), other direct costs, subcontractor costs, fixed fees, miscellaneous incidental services, and all applicable taxes. While the TFG Grants Team usually works electronically, if a client prefers an on-site meeting, pre-approved travel-related expenses will be billed to the City of Huntsville. Either the City or TFG may terminate this agreement at any time by giving the other party at least thirty (30) days' notice, in writing, of such termination.

Additional Options

TFG has included additional service options for the City to access on an as requested basis. The associated fees are outlined below:

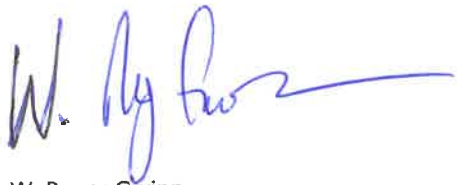
RAISE Advocacy, as requested: The RAISE discretionary grant program has become a highly political program and even projects which are highly recommended often require an extra push to secure funding. TFG is prepared to work collaboratively with the City's Federal Advocate to ensure that once the grant is submitted, continued political support for the project is brought to bear. TFG's fee for RAISE advocacy support is based on an hourly rate of \$325/hour. TFG anticipates spending 6-8 hours assisting the City's federal advocates to position the project politically. TFG proposes a discounted lump sum payment of \$2,000 for advocacy efforts related to supporting the City's RAISE grant application. Any time accrued beyond 8 hours will be billed at the hourly rate of \$325/hour.

PARC Specific Funding Strategy, as requested: TFG proposes to develop a custom project specific funding strategy which will evaluate federal funding options to support the PARC project components as whole, as well as discrete elements, to better compete for grant dollars. This custom report will not only include an evaluation of grant programs, but also explore funding options which avail themselves through program authorizations and earmarks. In addition, programs through FEMA and the US Army Corps of Engineers also received significant increases under the IIJA for the next five years. These programs present opportunities to fund the independent flood mitigation aspects of the PARC project. TFG's custom funding strategies are offered on a fixed fee basis of \$3,000. TFG is offering the City a 15% discount on the proposed custom funding strategies for a fixed fee of \$2,550. TFG has the ability to prepare a custom funding strategy for the PARC project within two-months.

Grant Writing Services – USDOT Reconnecting Communities Pilot Program, as requested: With the passage of the Bipartisan Infrastructure Package, new grant programs are currently under development which may present funding opportunities that better align with the PARC project, or discreet elements of the PARC project. For example, the Bipartisan Infrastructure Package authorized a new grant program, the Reconnecting Communities Pilot Program, which is focused on restoring community connectivity by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including mobility, access, or economic development. TFG believes that the Reconnecting Communities Pilot Program may align very well with the goals of the PARC project. TFG is prepared to provide grant writing services once the grant solicitation is released and will provide the City with an updated task order at that time.

We are grateful for the opportunity to partner with the City of Huntsville and we look forward to a productive relationship. If the terms of this letter of agreement are acceptable, please sign and return one copy to us at your earliest convenience.

Sincerely,



W. Roger Gwinn
CEO

ACKNOWLEDGED AND AGREED TO BY:



The Ferguson Group, LLC
W. Roger Gwinn, CEO

3/8/2022

Date

The City of Huntsville, AL
Shane Davis, Director of Urban Development

Date

Appendix A: BCA Update Analysis Work Scope

The purpose of the task is to provide a short Technical Memorandum for submission with the prior PARC BUILD 2020 Benefits Cost Workbooks and BCA model. The TM will provide an updated Benefit Cost Analysis (BCA) findings for the PARC project that are consistent with the RAISE 2022 Program Guidelines. More specifically, the update analysis will modify the BUILD 2020 BCA in accordance with USDOT's recently released Benefit Cost Analysis Guidelines 2022 Final.

The BCA update analysis will:

1. Review the City of Huntsville's prior PARC BUILD 2020 Benefits Cost Workbooks and BCA model to identify differences in its analysis from the USDOT 2022 RAISE BCA Guidance requirements.
2. Update the RAISE 2020 BCA model to incorporate 2022 unit values.
3. Modify the model's methodology, input and calculations as necessary and where possible to confirm with USDOT 2022 BCA guidance requirements.
4. Document the major substantial changes in the BCA analysis data inputs, approach and assumptions into a Draft 2022 BCA Update TM which will be submitted to the City for review and comment. The TM will be a concise document (likely limited to 3 to 5 pages of text in length) that will incorporate by reference as necessary the prior BCA workbook and model.
5. Provide a Final BCA TM based on the City review and comments. The Final BCA will be suitable for submission as part of the City's 2022 RAISE grant application and will include the prior BUILD 2020 Benefit Cost Workbooks as an attachment.

Assumptions and Clarifications

- It is currently assumed that the City will maintain the same Project, phasing, and costs for the RAISE 2022. As result, there will be few if any substantial differences in the Project description and operations relevant for the BCA Update for the RAISE 2022 between the prior BUILD 2020.
- AECOM does not propose to rewrite the prior BUILD 2020 Benefits Cost Workbooks which instead will be provided in its original form as an attachment and referenced as necessary.
- AECOM does not propose to overhaul the 2020 Model. Instead, AECOM will annotate and modify the 2020 Model to derive updated BCA findings based on the 2022 BCA requirements.
- USDOT has also increased the Safety Analysis necessary for identifying economic benefits of the proposed project by requiring a detailed Crash Modification Factor (CMF) analysis to project future collision reduction benefits. These changes have increased the traffic data input level of effort necessary to quantify and include project-related safety benefits into the BCA and application narratives. AECOM will not revise the safety benefits accordingly unless requested and supported with additional budget and traffic data.

- The BCA Update task will be limited to benefit and costs analyzed by the prior 2020 BCA. AECOM does not propose to undertake any major new analysis as part of this effort unless requested and budgeted accordingly.