

PSA - 1360

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

OMNI-MEANS, LTD.  
Architect/Consultant/Engineer

DEVELOPMENT IMPACT FEES ANALYSIS  
AND RECOMMENDATIONS (NEXUS STUDY)

Project Title

MAJNC/28921-000-4800  
Budget Account Number

**TABLE OF CONTENTS**

<b><u>Section/Title</u></b>	<b><u>Page No.</u></b>
SECTION 1 - DESCRIPTION OF PROJECT .....	2
SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; ..... COMPLETION SCHEDULE	2
SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; ..... COMPLETION SCHEDULE	3
SECTION 4 - COMPENSATION .....	3
SECTION 5 - RESPONSIBILITY OF CONSULTANT .....	3
SECTION 6 - RESPONSIBILITY OF CITY .....	3
SECTION 7 - INDEMNIFICATION .....	4
SECTION 8 - INSURANCE .....	4
SECTION 9 - GENERAL PROVISIONS .....	5
9.1 - Access to Records.....	5
9.2 - Assignment .....	5
9.3 - Changes to Scope of Services - Basic Professional Services .....	5
9.4 - Compliance with Laws, Rules, Regulations.....	5
9.5 - Conflict of Interest Code Applicability .....	5

9.6 - Exhibits Incorporated .....	5
9.7 - Independent Contractor .....	5
9.8 - Integration; Amendment.....	6
9.9 - Jurisdiction.....	6
9.10 - Notice to Proceed; Progress; Completion.....	6
9.11 - Ownership of Documents .....	6
9.12 - Subcontracts.....	6
9.13 - Term; Termination.....	6
9.14 - Notice.....	7
SECTION 10 - SPECIAL PROVISIONS.....	7

**THIS PROFESSIONAL SERVICES AGREEMENT** (Agreement) is entered into on Sept. 22, 2015, between the City of Chico, a municipal corporation under the laws of the State of California, (City), and Omni-Means, Ltd., a California corporation, (Consultant).

**SECTION 1 - DESCRIPTION OF PROJECT**

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled "DESCRIPTION OF PROJECT," and to engage Consultant to provide the required professional services relating to the Project.

**SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE**

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled "SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE," and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

**SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE**

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required additional professional service until City has determined that such professional service

is beyond the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

#### **SECTION 4 - COMPENSATION**

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled "COMPENSATION." Amounts due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

#### **SECTION 5 - RESPONSIBILITY OF CONSULTANT**

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

#### **SECTION 6 - RESPONSIBILITY OF CITY**

To the extent appropriate to the Project contemplated by this Agreement, City shall:

**6.1** Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

**6.2** Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's professional services.

**6.3** Examine all studies, reports, sketches, drawings, specifications, proposals, and other

documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

**6.4** Designate in writing a person to act as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's professional services.

**6.5** Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

**6.6** Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

#### **SECTION 7 - INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with Consultant's use of City premises under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers.

#### **SECTION 8 - INSURANCE**

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled "INSURANCE PROVISIONS."

## **SECTION 9 - GENERAL PROVISIONS**

### **9.1 Access to Records**

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to City, falling under the provisions of SECTION 3 of this Agreement.

### **9.2 Assignment**

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

### **9.3 Changes to Scope of Services - Basic Professional Services**

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

### **9.4 Compliance with Laws, Rules, Regulations**

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

### **9.5 Conflict of Interest Code Applicability**

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of Section 2R.04.180 of the Chico Municipal Code (the City's Conflict of Interest Code), then each such person will be required to comply with the provisions of said Code in connection with the professional services they render to the City under this Agreement. In such event, City's requirements are set forth in EXHIBIT E, entitled "CONFLICT OF INTEREST PROVISIONS," to this Agreement.

### **9.6 Exhibits Incorporated**

All Exhibits attached to and referred to in this Agreement are hereby incorporated by this reference.

### **9.7 Independent Contractor**

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the

conduct and control of the services performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

**9.8 Integration; Amendment**

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

**9.9 Jurisdiction**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. 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, but the remainder of the Agreement shall continue to be in full force and effect.

**9.10 Notice to Proceed; Progress; Completion**

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

**9.11 Ownership of Documents**

Title to all documents, designs, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the professional services rendered by Consultant in connection with which they were prepared.

**9.12 Subcontracts**

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

**9.13 Term; Termination**

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole

discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

**9.14 Notice**

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:	City Manager	or	City Manager
	City of Chico		City of Chico
	P. O. Box 3420		411 Main Street
	Chico, CA 95927-3420		Chico, CA 95928

To Consultant: Omni-Means, Ltd.  
943 Reserve Drive, Suite 100  
Roseville, CA 95678

**SECTION 10 - SPECIAL PROVISIONS**

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled "SPECIAL PROVISIONS."

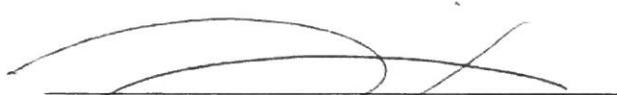
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY:

  
\_\_\_\_\_  
Mark Orme, City Manager\*

\*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Vincent C. Ewing, City Attorney\*

\*Approved pursuant to The Charter of the City of Chico § 906(D)

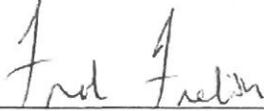
CONSULTANT:

  
\_\_\_\_\_  
By: Martin R. Inouye  
Principal  
Title

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Brendan Ottoboni, Acting Public Works Director - Engineering

REVIEWED AS TO CONTENT:



Frank Fields, Administrative Services Director\*

\*Reviewed by Risk Management, Human Resources, Finance and Information Systems.

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

OMNI-MEANS, LTD.  
Architect/Consultant/Engineer

DEVELOPMENT IMPACT FEES ANALYSIS  
AND RECOMMENDATIONS (NEXUS STUDY)

Project Title

MAJNC/28921-000-4800

Budget Account No.

EXHIBIT A

DESCRIPTION OF PROJECT

In this Project the Consultant shall assist the City in the preparation of a Development Impact Fees Analysis and Recommendations Update (Nexus Study).

# CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

OMNI-MEANS, LTD.  
Architect/Consultant/Engineer

## DEVELOPMENT IMPACT FEES ANALYSIS AND RECOMMENDATIONS (NEXUS STUDY)

Project Title

MAJNC/28921-000-4800  
Budget Account No.

### EXHIBIT B

#### SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

##### Project Approach

The Consultant's shall update the City's Development Impact Fees so that new planned development consistent with the 2011 General Plan Update shall pay its proportionate share for the additional public infrastructure and services to support such growth. The Consultant shall use available documents, including the 2030 General Plan Update Public Facilities Assessment and Fiscal Impact Analysis Public Draft Report prepared on July 30, 2010 (2010 PFA) to identify the capital improvement projects and their associated costs or service standards from which the Development Impact Fees shall be derived. The Consultant shall also use the transportation study prepared by Whitlock & Weinberger Transportation, Inc. (W-Trans) (W-Trans Study) for the streets and highways impact fee analysis and the previous 2008-09 Nexus Study as a reference for past fee calculation methodologies and other assumptions leading to the previously adopted development fees.

The Consultant, with the assistance of subconsultant New Economics & Advisory (New Economics), shall determine and calculate the Development Impact Fees for each public infrastructure and service category as identified in the 2010 PFA, including the following:

- Streets and Highways (including capital projects and maintenance equipment obtained from the W-Trans Study) – *Consultant*
- Storm Drainage – *Consultant*
- Wastewater – Sanitary Sewer Lines/Water Pollution Control Plant (WPCP) – *Consultant*
- Police Facilities – *Subconsultant New Economics & Advisory (New Economics)*
- General Governmental Facilities – *New Economics*

- Parks, Open Space, Greenways, and Recreation – *New Economics*
- Bicycle Facilities – *Consultant*
- Greenwaste Recycling – *Consultant*

Since the 2011 General Plan Update and 2010 PFA, only the transportation infrastructure improvements and their associated costs have been identified, as contained in the W-Trans Study, which was never formally approved or adopted by the City. The Consultant, therefore, try to verify and use whatever capital project information is available to create the Development Impact Fees in the Nexus Study.

The Consultant shall summarize and present to City staff the list of capital projects and their associated costs for each of the public infrastructure and service categories. Following City staff review and approval, a stakeholder meeting/workshop, made up of the Chico development community, shall then be held for their public input and potential refinement of the capital projects list and associated costs. Where cost information is not available for certain identified capital projects, the Consultant shall complete the necessary cost estimates needed for those projects. The Consultant shall also provide an assessment of the appropriateness of each capital project and its costs. If any of the identified capital projects seem inappropriate due to a variety of factors, the Consultant shall flag those projects and work with City staff to establish a reasonable course of action within this scope of services. Should the City and the Consultant agree that the appropriate course of action would require additional services from the Consultant, such as further analysis to revise the capital projects and their associated cost items, the City will authorize such additional services in writing. No additional services shall otherwise be performed unless authorized in writing.

Upon determining a working draft of proposed development fees, the Consultant shall work with City staff to share with the development community the proposed needed capital improvements, their associated costs, and the resulting Development Impact Fees before moving forward to seek adoption of the fees by the City Council. Should it become apparent through this process that all of the Development Impact Fees cannot be processed at the same time, the Consultant shall develop a separated process so that some fees can be adopted sooner than others that are more complicated. For this reason, Task 6, the Final Report, is optional and can be authorized when and if it becomes clear that all of the Development Impact Fees will be adopted and contained in one supporting document describing the overall process.

#### Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

#### **TASK 1 – PROJECT COORDINATION, MANAGEMENT, AND MEETINGS**

The Consultant shall lead the team and shall perform the following Project management services:

- Supervise, coordinate, and monitor progress of the Nexus Study for conformance with City and State standards.
- Prepare and maintain a master schedule.

- Prepare a Background Report that documents all available Capital Improvement Program (CIP) projects and their associated costs.
- Prepare progress reports and invoices. At the end of each month, the Consultant shall provide City staff with a detailed progress report, including an updated schedule and an invoice for the previous month's services.

### **1.1 General/Technical Meetings and Conference Calls**

The Consultant shall attend up to five meetings with City staff in City offices. In addition, in order to maintain close coordination, the Consultant shall also hold conference calls and remote meetings to discuss Project status and deliverables and shall conduct other informal calls, as needed, to assure coordinated and efficient Nexus Study progress.

### **1.2 Development Community Meetings and Presentation before City Council**

The Consultant, with City staff involvement, shall make a presentation to the community within an appropriate venue to receive their input on Nexus Study concerns and expectations. Later, toward the completion of the Nexus Study, the Consultant shall hold a second community meeting to review findings and draft recommendations that will be part of the Draft Report. Received comments shall then be appropriately incorporated into the Draft Report.

In support of City staff, the Consultant shall attend three additional meetings to make one presentation before the Planning Commission and two before the City Council.

## **TASK 2 – DATA COLLECTION AND REVIEW**

The Consultant shall request and obtain from the City all available documents relative to this Nexus Study update. This scope of services assumes that much information has been collected as a part of and since the completion of the 2011 General Plan Update, but this information needs to be reviewed and updated as needed to reflect current development levels and fiscal accounting of the existing Development Impact Fee program. The following sub-tasks shall be included:

### **2.1 Nexus Study Review**

The Consultant shall review and discuss the following documents with City staff:

- Chico Municipal Code,
- Fee enabling resolution,
- 2009 Nexus Study Report,
- W-Trans Study,
- Other supporting reports and/or memos, and
- General Plan existing and proposed policies.

## 2.2 Current Fee Status Review

The Consultant shall review the existing 2009 Nexus Study and discuss current accounting practices with City staff. This discussion shall include, but not be limited to, the following items:

- Fee calculation, cost allocation, and methodology,
- Fee zone(s), if applicable,
- Current account balances and audits,
- Existing encumbered and unencumbered funds,
- Construction project-specific allocations of existing funds,
- Current reimbursement agreements,
- Reimbursement agreement policies,
- Likelihood of any existing commitments to developers,
- Non-development fee revenues and projections thereof, and
- Potential alternative funding sources.

➤ **Deliverable:** *Memorandum on Existing Fee Accounting and Fee Methodologies*

## TASK 3 – DEVELOPMENT PROJECTIONS

### 3.1 Development Projections

The Consultant shall review the General Plan boundaries and growth projections by key land-use type and location, including infill, development opportunity areas, and special plan areas. Working with City staff, the Consultant shall obtain available parcel base Geographic Information System (GIS) data to determine developed, under-developed, and vacant lands within the City. From this analysis, the Consultant shall confirm a base year and determine the net new remaining development potential of both residential and non-residential lands for use in the development fee calculations.

➤ **Deliverable:** *Memorandum on Existing and Planned Residential and Non-Residential Development and Calculation Alternatives for Net New Development*

## TASK 4 – PROJECT IDENTIFICATION AND COST ANALYSIS

The Consultant shall coordinate with City staff to review the CIP and/or service standards identified in the City's General Plan. The CIP and/or service standards shall form the basis for each fee program.

The Consultant's initial efforts shall start from the City's 2010 PFA, although some of the information in this report may not reflect the City's current preferences or, in some cases, the most up-to-date technical information. The Consultant shall work with City staff to obtain the CIP and/or service standards upon which fees shall be calculated. This initial approach will vary based on CIP or service standard Nexus Study fees.

## **CIP-Based Fees**

For fee programs based on the CIP, City staff will provide a list of improvements and their associated costs as well as input on the scale of improvements that are attributed to existing deficiencies versus those that can be allocated solely to new development. The Consultant shall identify each construction project in the existing Nexus Study in terms of percent completed, current scope, and cost. Similarly, the Consultant shall review each new improvement project in the 2010 PFA and/or W-Trans Study for integration into the updated Nexus Study. Involved City departments shall be consulted and included in directing this process and, as appropriate, new construction projects and programs shall be identified and incorporated into the updated Nexus Study.

The Consultant shall also work with City staff to review the City's and surrounding agencies' records of project delivery costs both before and after the bid process and shall develop a scale to be applied to the projects on an individual basis.

## **Service Standard-Based Fees**

For fee programs based on service standards, City staff will confirm or refine the service standard as well as other key assumptions driving the fee. The Consultant shall develop updated cost assumptions for most service standard assumptions, although coordination and input from City staff may be required, as described in more detail below.

This scope of services includes the following key assumptions for each of the following nine functional areas as shown below:

### **4.1 Streets and Highways**

- The Consultant shall obtain from the City the W-Trans Study that identifies transportation capital projects and their associated costs.
- The Consultant shall verify and review with City staff the appropriateness of the identified capital projects and cost estimates, including clarification of right-of-way costs, which the Consultant shall use for the Nexus Study. If the City and the Consultant jointly determine that the available information cannot be verified as appropriate, an amendment to this Agreement may be required to determine the appropriate capital projects and costs to complete this effort.
- This scope of services anticipates that the cost allocation methodology will remain fundamentally the same as currently defined; however, the Consultant shall examine it within the context of the updated Nexus Study.
- The Consultant shall discuss, examine, and consider alternative fee scenarios.
- No traffic modeling is anticipated. If it becomes necessary, however, the Consultant and City staff shall undertake collective efforts to secure the necessary modeling.
- The Consultant shall examine project phasing and assess the impact on fees.
- The Consultant shall examine and advise the City on the existing assumptions within this functional area. The City will then provide direction on the assumptions to be included in the updated Nexus Study.

## **4.2 Storm Drainage**

- Storm drainage projects will remain fundamentally the same as currently defined; however, the Consultant shall examine them within the context of the updated Nexus Study.
- The Consultant shall discuss alternative fee scenarios and consider them qualitatively.
- The Consultant shall select and move forward with an alternative cost allocation methodology.

## **4.3 Sanitary Sewer Lines/WPCP**

- Sanitary sewer and WPCP projects will remain fundamentally the same as currently defined; however, the Consultant shall examine them within the context of the updated Nexus Study.
- The Consultant shall discuss alternative fee scenarios and consider them qualitatively.
- The Consultant shall select and move forward with an alternative cost allocation methodology.

## **4.4 Police Facilities**

The Police Facilities Fee is based on a service standard documented in the 2010 PFA which includes 290 square feet per employee, 1.3 sworn employees per 1,000 residents, and 0.6 non-sworn employees per 1,000 residents (2010 PFA, Pages A-15 and A-16). In addition, police facilities require vehicles and office equipment, such as computers, printers, telephones, desks, and chairs (2010 PFA, Table B-10). The updated fee to be calculated by subconsultant New Economics shall continue to use a service-standard approach for police facilities and the service standards themselves, and City staff will provide any updated cost assumptions.

- The City will advise the Consultant and provide updates regarding facilities to be included.
- Based on updated service population estimates through General Plan Build-Out, subconsultant New Economics shall update the total costs anticipated to be funded by new development.

## **4.5 Fire Facilities**

The Fire Facilities Fee is a CIP-based fee; specific fire facilities were recommended in the 2010 PFA (Pages A-17 and A-18), including one new fire station and several renovations to existing fire stations.

- Subconsultant New Economics shall coordinate with City staff to review these facility recommendations; City staff will provide any updates to the list of recommended facilities and their corresponding costs.
- The City will advise and provide updates regarding the projects to be included.

- It is anticipated that the cost allocation methodology will remain fundamentally the same as currently defined.
- Subconsultant New Economics shall examine and advise the City on the existing assumptions within this functional area. The City will provide direction on assumptions to be included in the updated Nexus Study.

#### **4.6 General Governmental Facilities**

The Administrative Facilities Fee relies on a standard-based approach that also includes some CIP-based information. The 2010 PFA documented several service standards, including:

- Administrative facilities, offices (320 square feet per employee), and vehicles, versus General Government Office Facilities standard based on a staffing ratio per 1,000 residents (was 1.80 in 2008).
- Subconsultant New Economics shall coordinate with City staff to review information about City equipment, vehicle fleet, storage space increases, and any implications of changing technology over time to update the City Corporation Yard parking/storage needs.
- The City will provide any updates to information included in the 2010 PFA regarding the improvements to be included, including associated costs.

#### **4.7 Parks**

The City administers two existing park fees, both of which are standard-based fees: A Park Impact Fee and a Bidwell Land Acquisition Fee. Subconsultant New Economics shall update both of these fees and analyze a third fee (for additional recreation facilities), if appropriate:

- The existing Park Impact Fee standards are 1.50 acres per 1,000 residents for neighborhood parks, 2.50 acres per 1,000 residents for community parks, and 2.50 acres per 1,000 residents for linear parks/greenways. There are also recreation facilities goals as specified in the 2010 PFA.
- The existing Bidwell Land Acquisition Fee is based on a service standard of 29.5 acres per 1,000 residents.
- The Consultant shall review and assess the current Chico Area Recreation and Park (CARD) District Parks and Recreation Master Plan compared to the Park Impact Fee and/or Bidwell Land Acquisition Fee documented in the 2009 Nexus Study.
- City or CARD staff will confirm the park and/or recreation standards. If needed, City staff will also provide an updated set of park facilities, developed park land inventory, and future planned land acquisitions consistent with the base year established in Task 3. City staff will also provide direction as to whether or not non-residential development should be subject to the updated fee.
- The Consultant shall develop updated cost assumptions for park development (on a per-acre basis), recreation facilities (on a per-facility basis), and land acquisition (on a per-acre basis). Previously, per-acre facility and land costs were approved by City

Council; should this step be needed again, City staff will undertake this approval process.

- The Consultant may require assistance from the Butte County Assessor's office to identify appropriate land acquisition values for neighborhood parks, community parks, linear parks, and Bidwell Park.

#### **4.8 Bike Facilities**

- The Consultant shall work with City staff to identify, clarify, and update projects contained in the 2010 PFA and a new City list of bike facility projects, including verification of its project information and preparation of planning-level cost estimates.
- The Consultant shall examine and advise the City on the existing assumptions within this functional area. The City will provide direction on assumptions to be included in the updated Nexus Study.
- Alternative fee scenarios shall be discussed and qualitatively considered.
- An alternative cost allocation methodology shall be selected and moved forward.

#### **4.9 Greenwaste Recycling**

- The Consultant shall work with City staff to identify, clarify, and update capital and equipment projects contained in the 2010 PFA, including verification of its project information and cost estimates.
- The Consultant shall examine and advise the City on the existing assumptions within this functional area. The City will provide direction on assumptions to be included in the updated Nexus Study.
- Alternative fee scenarios shall be discussed and qualitatively considered.
- An alternative cost allocation methodology shall be selected and moved forward.

➤ **Deliverable:** *Background Report on Capital Improvement Projects and their Costs*

### **TASK 5 – FEE CALCULATIONS/COST ALLOCATIONS**

#### **5.1 Fee Calculations/Cost Allocations**

This scope of services anticipates that the cost allocation methodologies will differ for each of the nine functional areas above as the cost allocations need to consider both capital projects and service standards. In addition, the cost allocation methodologies may vary for different land classifications, such as infill areas, opportunity areas, and areas proposed to be annexed. This scope of services also anticipates up to two iterations of these fee calculations and at least some form of methodology testing. The Consultant shall work closely with City staff during each phase of the Nexus Study update to test for anticipated outcomes.

➤ **Deliverable:** *Memorandum on Fee Calculations/Cost Allocation Alternatives*

## TASK 6 – NEXUS STUDY UPDATE REPORT *(Optional)*

### 6.1 Draft Nexus Study Update Report *(Optional)*

Should the City authorize Task 6 in writing, the Consultant shall compile the information presented as deliverable milestones, along with all appropriate revisions obtained as a part of the City's review, and shall prepare a comprehensive Nexus Study Update Report that fully documents the entire Development Impact Fee update process consistent with the requirements of Government Code 66000 (AB 1600). The Nexus Study Update Report shall comprehensively summarize the costs, methodologies, and resulting Development Impact Fees for all nine functional areas studied. The Draft Report shall be submitted to City staff for review and comment.

➤ **Deliverable:** *Draft Report*

### 6.2 Final Nexus Study Update Report *(Optional)*

Should the City authorize Task 6 in writing, the Consultant shall finalize the Draft Report following City review. All technical memoranda and other supporting documentation shall be collated into a supporting stand-alone Technical Appendix.

➤ **Deliverable:** *Final Report (ten bound copies; one PDF)*

## TASK 7 – ADDITIONAL OPTIONAL TASKS

Should the City require any or all of the following tasks, they will be authorized in writing through an amendment to this Agreement.

- A. Additional analysis identified in Task 4 to verify or change potential capital projects or service standards resulting from the assessment of the 2010 PFA and/or W-Trans Study.
- B. Additional changes, beyond what is included in Task 5, in fee cost allocation methodology, requiring a revised analysis, fee calculations, report, and formal public presentation.
- C. Additional formal public presentations beyond the five included in this scope of services.

### Completion Schedule

The Consultant shall complete all services outlined herein within one year of receipt of the City's Notice to Proceed.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

OMNI-MEANS, LTD.  
Architect/Consultant/Engineer

DEVELOPMENT IMPACT FEES ANALYSIS  
AND RECOMMENDATIONS (NEXUS STUDY)

Project Title

MAJNC/28921-000-4800  
Budget Account No.

EXHIBIT C

COMPENSATION

Compensation for the services shall be in accordance with the following schedule of hourly rates. Total maximum compensation for the services outlined herein shall not exceed \$220,000.00.

Compensation shall be based upon actual invoices received and shall be paid in accordance with the completion of each task as follows:

Task 1 – Project Coordination, Management, and Meetings	\$ 43,728.00
Task 2 – Data Collection	\$ 18,472.00
Task 3 – Development Projections	\$ 9,328.00
Task 4 – Project Identification and Cost Analysis	\$ 72,090.00
Task 5 – Cost Calculations/Cost Allocations	<u>\$ 49,382.00</u>
Subtotal:	\$193,000.00
Task 6 – Nexus Study Update Report <i>(Optional)</i> <i>(If authorized by the City in writing)</i>	<u>\$ 27,000.00</u>
Total:	\$220,000.00

Omni-Means, Ltd.  
Hourly Rate Schedule

Project Manager (1 – 4)	\$125.00 to \$265.00/Hour
Resident Engineer (1 – 3)	\$144.00 to \$206.00/Hour
Engineer (1 – 5)	\$84.00 to \$242.00/Hour
Traffic Engineer (1 – 5)	\$84.00 to \$242.00/Hour
Planner (1 – 5)	\$58.00 to \$180.00/Hour

Landscape Architect (1 – 4)	\$71.00 to \$190.00/Hour
Office Surveyor (1 – 4)	\$58.00 to \$180.00/Hour
Field Surveyor (1 – 4)	\$58.00 to \$180.00/Hour
Field Inspector (1 – 4)	\$58.00 to \$180.00/Hour
Graphic Artist (1 – 3)	\$58.00 to \$104.00/Hour
Designer (1 – 3)	\$74.00 to \$157.00/Hour
Technician (1 – 4)	\$52.00 to \$126.00/Hour
Clerical (1 – 3)	\$34.00 to \$93.00/Hour
Intern (1 – 3)	\$34.00 to \$62.00/Hour
One-Person Survey Crew	\$160.00 to \$180.00/Hour
Two-Person Survey Crew	\$129.00 to \$269.00/Hour
Three-Person Survey Crew	\$165.00 to \$335.00/Hour

**Reimbursable Charges:** Include, but are not limited to, in-house reproduction, travel subsistence, special consultants, outside purchases and services, and other subcontracts. These are charged at 1.10 x cost.

**Billing Rates:** Include overhead, equipment, space rental, etc. Billing rates are subject to increases due to union agreements and salary increases. Principal's time on projects is chargeable up to \$335.00 per hour.

**Expert Witness Rates:** Deposition and trial testimony: \$350.00 per hour, four-hour minimum. Meetings and preparation are at normal professional staff rates.

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## EXHIBIT D

### INSURANCE PROVISIONS

#### General Liability Insurance

Consultant/Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultant/Contractor as the named

insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

#### Automobile Liability Insurance

Consultant/Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

#### Subconsultant/Subcontractor Insurance

Consultant/Contractor agrees to include with all subconsultants/subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subconsultant/subcontractor's work. Subconsultant/Subcontractor agrees to be bound to Consultant/Contractor and City of Chico in the same manner and to the same extent as Consultant/Contractor is bound to City of Chico under the agreement. Subconsultant/Subcontractor further agrees to include the same

requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subconsultant/Sub-subcontractor to the extent they apply to the scope of the Sub-subconsultant/Sub-subcontractor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor upon request. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

#### Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors to City upon request.

#### Subrogation

Consultant/Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors for City under this Agreement.

#### Indemnity

Consultant/Contractor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

#### Professional Liability Insurance

Consultant/Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

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EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

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EXHIBIT F

SPECIAL PROVISIONS

None.