

DOCUMENT TRANSMITTAL FORM

(Print on Yellow)

REQUESTED ACTION:	Execute Amendment to Professional Services Agreement
DATE:	11/12/2021
PREPARED BY:	Robyn Ryan
DEPARTMENT:	PW ENG
STAFF PERSON:	Robyn Ryan
PHONE NUMBER:	

TIME SENSITIVE?	NO
DUE DATE	11/12/2021
LATEST RETURN DATE	11/12/2021

#	Routing	"X"	Initials
1	Preparer		
2	CAO		
3	ASD		
4	HR/RM		
5	EAA/MA	x	CC
6	CM	x	MO
7	Scanned	x	CC
8	Preparer		

DOCUMENT DETAILS	
DOCUMENT TITLE:	Amendment to Professional Services Agreement
BRIEF DESCRIPTION:	Amendment to Professional Services Agreement for Sewer Rate Study (\$12,000.00)
VENDOR:	NBS
KEY VENDOR CONTACT:	
PHONE NUMBER:	

RETENTION	
DEPT FOR RETENTION:	PW ENG
RETENTION CATEGORY:	CL + 10
DATE FOR DESTRUCTION REVIEW:	

Sewer Rate, NBS



CITY OF CHICO MEMORANDUM

TO: CITY MANAGER

DATE: NOVEMBER 9, 2021

FROM: INTERIM PUBLIC WORKS DIRECTOR,
ENGINEERING

FILE: MEMOS/PUR FILE

RE: AMENDMENT NO. 1- PROFESSIONAL SERVICES AGREEMENT – **SEWER
RATE STUDY** (PROJECT NO. 851-000-8801/50367-851-4120) NBS

Execution of This Amendment

1. The following documents are attached for your review regarding the above-named project:
 - A. One copy of AMENDMENT NO. 1 which has been signed by the Consultant.
 - B. Purchase Order No. 141918 to the Consultant and Payment summary showing additional funds to be encumbered to this Purchase Order. A Budget Report for this account is also attached.
2. Please review the attachment and, if they are satisfactory, have the City Manager or designee:
 - A. Sign the Amendment on behalf of the City.
 - B. Sign the Purchase Order.
3. Return the signed Amendment and Purchase Order to me.
4. If you have any questions or need further information, please contact me.

Robert Murdoch
Interim Public Works Director, Engineering

Attachments:

Amendment
Purchase Order

cc: Finance A/P (w/P.O. & Amendment)

AMENDMENT NO. 1

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

AGREEMENT DATED JUNE 18, 2021

BETWEEN CITY OF CHICO

AND

NBS

Architect/Consultant/Engineer

SEWER RATE STUDY

Project Title

851-000-8801/50367-851-4120

Budget Account Number

THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT (Amendment) is entered into on NOVEMBER 12, 2021, between the City of Chico, a municipal corporation under the laws of the State of California (City), and NBS, (Consultant). On June 18, 2021, City and Consultant entered into "City of Chico - Professional Services Agreement" (Agreement). The provisions of the Agreement are hereby amended as follows:

1. Exhibit B is hereby superseded and replaced by revised Pages B1-R1 through B5-R1 attached hereto.
2. Exhibit C is hereby superseded and replaced by revised Pages C1-R1 attached hereto.
3. All other provisions of the Agreement shall remain in full force and effect.

CITY:



Mark Orme, City Manager*

CONSULTANT:



By: Michael Rentner, President & CEO

Title


*Authorized pursuant to Section 3.08.060
of the Chico Municipal Code

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

APPROVED AS TO CONTENT:



Robert Murdoch, Interim Public Works
Director, Engineering

*Pursuant to The Charter of the
City of Chico, Section 906(D)

REVIEWED AS TO CONTENT:



Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

AMENDMENT NO. 1

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

NBS

Architect/Consultant/Engineer

SEWER RATE STUDY

Project Title

851-000-8801/50367-851-4120

Budget Account Number

AMENDED

EXHIBIT B

Amendment No. 1 Services (in Bold):

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

TASK 1 – KICK-OFF MEETING AND DATA COLLECTION

Consultant shall provide the City with a data request and hold a kickoff meeting (by videoconference or phone) to review and discuss the data requirements for the study, scope of work, study timeline and ensure there is a clear understanding of how the study objective shall be met. The data required to conduct the study shall include information such as:

- Financial data typically reported in financial statements.
- Operating and maintenance budget including sewer collection, treatment, disposal, capital and replacement, and overhead and administrative costs.
- Similar budget information for stormwater and street sweeping programs.
- Total annual rate revenue for residential and commercial sewer customers for the past two years.
- Customer billing information such as number of accounts by customer class and monthly water consumption from Cal-Water records.
- Wastewater treatment plant records of total annual flow, and pounds of BOD and TSS.
- Projected annual expenditures for capital improvement costs based on the City's Master Plan.
- Current cash balances in sewer reserve funds.

TASK 2 – FINANCIAL PLAN

Consultant shall prepare a financial plan that summarizes revenues, expenditures, reserves, and shall identify the net revenue requirements – that is, the revenue that must be collected from customer charges.

Task 2 Deliverables shall include for each utility:

- *A 10-year financial projection model that shall serve as a financial “roadmap”.*
- *Summary of current and projected net revenue requirements.*
- *Updated reserve fund policies and targets potentially including reserves for operations, rate stabilization, repair and replacement, debt service, and capital projects.*
- *Projected year-end reserve fund levels.*
- *Calculated debt service coverage ratios.*

This financial plan shall lay the groundwork for the cost-of-service and rate design analyses addressed in Tasks 3 and 4. The following subtasks shall be anticipated:

Task 2.1 Projected Revenues and Expenditures – Consultant shall prepare a 10-year rate model that projects revenues, expenses, and increases in rate revenue needed to meet all obligations. The analysis shall use a cash-basis approach when addressing the City’s system of accounts. The City’s projected customer growth rates and planned cost inflation factors shall be incorporated into the analysis.

Task 2.2 Evaluate Reserve Fund Sufficiency – Consultant shall evaluate the sufficiency of existing reserve funds, target reserves, reserve fund policies, and related issues, such as meeting debt service coverage ratios and other rate covenants. Consultant shall recommend reserve fund targets that are tailored to the City’s specific needs.

Task 2.3 Review Capital Improvement Program Funding – Consultant shall incorporate the City’s plans for new facilities, infrastructure improvements, and asset replacement into the financial plan with the intent of developing an appropriate balance between rate revenue, reserves and, if necessary, outside financing. Consultant shall develop up to three scenarios to fund the capital improvement program for modeling and comparison purposes.

TASK 3 – COST OF SERVICE ANALYSIS

Using the net revenue requirements developed in Task 2, Consultant shall equitably allocate costs to each customer class based on cost-of-service principles that comply with Prop 218. Consultant shall also review the City’s existing customer classifications (residential, breweries, restaurants, markets/bakeries, car washes and all other) and analyze the historical usage characteristics to determine if any changes should be made to improve equity among user classes

or comply with industry standards. Consultant shall also make recommendations for new customer classifications based on analysis.

Consultant shall evaluate how costs should be allocated to various cost components and types of customers based on the following subtasks.

Task 3.1 Sewer Cost of Service Analysis – Consultant shall rely on the City’s sewer budget to classify all expenses into their various cost components, such as flow (volume), strength (BOD and TSS), and customer related costs. Consultant shall allocate costs to each customer class based on allocation factors: water consumption, wastewater treatment plant flow and loading data, and industry standard customer classification data. The cost allocation factors developed shall include:

- Volume Allocation Factor – Develop estimates of the total annual volume of wastewater treated for each customer class.
- Strength Allocation Factors – Develop estimates of the annual pounds of BOD and TSS treated for each customer class.
- Customer Allocation Factors – Calculate the number of customers by customer class in the City’s service area.

Consultant shall then apportion the costs to individual customer classes based on the allocation factors specific to each cost classification, producing fixed and variable revenue requirements for each customer class. These allocations shall be used in the actual rate calculations for each customer class in Task 4.

Task 3.2 Street Sweeping Costs – For this study, Consultant shall assume street sweeping costs shall be included in sewer rates but shall rely on the City to provide support cost of service for this action.

TASK 4 – RATE DESIGN ANALYSIS

Consultant shall work with City staff to review the current sewer rate structure and develop alternative that meet the City’s broader rate design objectives. The following subtasks shall be anticipated:

Task 4.1 Develop Rate Design Recommendations – Updated utility rates shall be developed based on the cost-of-service analyses, and Consultant shall include a discussion of the relative merits (pros and cons) of the current rate structures and alternatives developed. Rate design alternatives shall all generate the same amount of revenue. Therefore, it shall be important to highlight the customer bill impacts resulting from the rate alternatives, along with the pros and cons of each option. Consultant shall focus on ensuring the proposed rates provide adequate revenues to support utility operations, maintenance and capital improvement needs, should the City choose to maintain the existing rate structure.

Task 4.2 Review Criteria for Improving the Rate Design – Primary considerations in the rate design shall include revenue sufficiency, and financial resiliency. Consultant’s approach shall be to avoid the risk of under-collection of rate revenue, which is the worst-case scenario from a financial perspective. Other criteria for evaluating rate structures shall include:

- Ease of understanding the rate structure by customers.
- Revenue stability – how costs are allocated to fixed and volumetric rates affect.
- Drought and conservation impacts – how annual changes over the last several years may affect rates going forward.
- Customer bill impacts – fixed and variable charges significantly impact individual customer bills.
- Consumption related impacts – customer bills change based on whether they have low-, average-, or high-consumption levels.

Task 4.3 Calculate Fixed and Volumetric Charges – In strict cost-of-service analysis, fixed charges would cover 100-percent of the variable costs. Water or sewer utilities that collect an excessive amount of their rate revenue through volumetric rates risk revenue instability (e.g., when consumption drops), although this can be offset by using a rate stabilization reserve.

Finding the right combination of fixed and variable charges should consider these concerns along with the ease of understanding and ease of administration. Consultant shall work with City staff to develop an appropriate balance between fixed and variable charges in the new sewer rates.

Task 4.4 Comparison of Customer Bills – In order to fairly compare rate alternatives, Consultant shall prepare rate tables and bill comparisons for each customer class that illustrate how customer bills are affected. Tables and charts shall be used in the report and in public workshops.

TASK 5 – PREPARE RATE MODELS

Consultant shall prepare an Excel-based sewer rate model and shall share draft components of the rate models throughout the study, such as the financial plans and reserve fund balances, the cost-of-service worksheets, and the rate design calculations. Also, Consultant shall not use a “proprietary” or “black-box” rate model that is difficult for non-consultants to understand. Consultant shall focus on transparency and simplicity so City staff can follow, step-by-step, the process of taking input data and resulting in proposed rates.

TASK 6 – PREPARE WRITTEN STUDY REPORT

Consultant shall prepare a study report and work with City staff to review a draft report prior to public release. The emphasis shall be on clear and concise reports with an executive summary of

no more than two pages. Key assumptions, methodologies, and factors affecting the development of proposed rates shall be highlighted with charts and graphs where helpful. The more technical aspects of the study, particularly the multiple tables documenting the calculations and sources of data, shall be separately provided in a technical appendix.

TASK 7 – MEETINGS AND PRESENTATIONS

Consultant shall talk with City staff on a regular basis regarding data collection, analysis, initial results, and to answer questions staff may have. Consultant shall plan to attend in-person two to three public meetings/presentations as requested.

TASK 8 – PROP 218 ASSISTANCE

Consultant shall work with City staff to help answer Prop 218-related questions and guide the City through the adoption process, including providing the proposed Prop 218 rate tables and reviewing the City's overall language included in the Prop 218 notice. The City should also have legal counsel review the notices for compliance with the legal provisions of Prop 218, wording related to pass-throughs, etc. Consultant shall assume the City shall be responsible for mailing the Prop 218 notices and conducting the public hearings, although Consultant shall assist City staff by answering questions about the study results and attend public meetings (Task 7).

Services to be Provided by City

City shall furnish Consultant with the necessary and available information as requested.

Completion Schedule

The Consultant shall complete all services outlined herein by January 31, 2022.

AMENDMENT NO. 1

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

NBS

Architect/Consultant/Engineer

SEWER RATE STUDY

Project Title

851-000-8801/50367-851-4120

Budget Account Number

AMENDED

EXHIBIT C

COMPENSATION

Amendment No. 1 (in bold):

Compensation for the services shall be in accordance with the following schedule of hourly rates listed below. Total maximum compensation for the services outlined herein shall not exceed ~~\$39,950.00~~ **\$52,000.00**. Compensation shall be based upon actual invoices received and shall be paid in accordance with each task as follows:

Description	Project Manager \$250/hr.	Senior Review \$250/hr	Consultants \$170/hr.	Total Hours	Cost
Task 1- Kickoff Meeting & Data Collection	4.0	-	12.0	16.0	\$3,040.00
Task 2 - Financial Plan	6.0	2.0	20.0	28.0	\$5,400.00
Task 3 - Cost of Service Analysis	12.0	4.0	24.0	40.0	\$8,080.00
-Including Street Sweeping Costs	6.0	2.0	12.0	20.0	\$4,040.00
Task 4 - Rate Design Analysis	16.0	4.0	24.0	44.0	\$9,080.00
Task 5 - Prepare Rate Model	2.0	-	6.0	8.0	\$1,520.00
Task 6 - Prepare Written Study Report	10.0	-	8.0	18.0	\$3,860.00
Task 7 - Meetings & Presentations	10.0	-	2.0	12.0	\$2,840.00
Task 8 - Prop 218 Assistance	6.0	-	2.0	8.0	\$1,840.00
Travel Expenses					\$250.00
Amendment No 1					\$12,000.00
Original Total	72.0	12.0	110.0	194.0	\$39,950.00
Amended Total					\$51,950.00



CITY OF CHICO

P.O. BOX 3420 CHICO, CA 95927-3420

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM

No. 141918

1. Date November 9, 2021	2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input type="checkbox"/> Per Agreement/Amendment Dated _____ <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off RM/JR/rr
5. <input type="checkbox"/> Annual Master <input type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming	6. Budgeted (Attach Budget to Actual Report) <input type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached		7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor

8. DELIVER TO (Point of Delivery Destination) City of Chico - Public Works - Engineering PO Box 3420 Chico, CA 95927 REQUIRED DELIVERY DATE: _____	10. FUND(S) AND ACCOUNT(S) CHARGED: 851-000-8801/50367-851-4120
9. VENDOR/CLAIMANT (Name and Address) <div style="text-align: right;">PEID NO. _____</div> NBS 870 Market Street, Suite 1223 San Francisco, CA 94102	

11. ORDER / CLAIM (Subject to conditions in Section 13.)

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			SEWER RATE STUDY: The Consultant shall be compensated for services rendered per cited Agreement, and such compensation shall not exceed without prior written authorization of City upon receipt of 30 days advance notice by Consultant.		\$12,000.00
			ENGAGEMENT OF SERVICES AUTHORIZED PURSUANT TO SECTION 3.08.060 OF THE CHICO MUNICIPAL CODE		
			PSA (Description (14 Characters))		
ATTENTION VENDOR: Mail your invoice with this Purchase Order Number noted thereon to FINANCE OFFICE , P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES ARE FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.					Subtotal
					\$ 12,000.00
					<input type="checkbox"/> Sales Tax <input type="checkbox"/> Use Tax
TOTAL ➡					\$ 12,000.00

12. Approvals

A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature)	C. City Manager (Authorized Signature)

13. NOTICE TO VENDOR

- ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR/CLAIMANT NAMED HEREON CONSTITUTES VENDOR'S/CLAIMANT'S AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS.
1. Claimant (Section 12A) certifies that upon claimant's personal knowledge the items and amounts set forth are true and correct, that no part thereof has been paid by the City of Chico, and that the amount claimed is justly due.
 2. Void unless signed by City Manager or the authorized representative in Section 12C, above. Changes of any kind from items specified in Section 11, above, are not authorized unless approved in writing by City Manager prior to shipping.
 3. Invoices must reflect only those items stipulated in Section 11, above, which have been shipped. Payment will not be made by City of Chico until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered no later than date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. All goods, material, and supplies delivered must clearly indicate Purchase Order Number on outside of package.
 4. Payment will be made with approval from receiving department for items received/services rendered within 30 days of receipt of invoice or as specified by contract.
 5. The City Manager reserves the right to cancel from this order any or all item(s) not delivered by the delivery date specified in Section 8, above, unless written notice of vendor's inability to comply with the requirement is forwarded to and accepted by the City Manager.
 6. Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 8, above.
 7. The City of Chico reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.



CITY OF CHICO
P.O. BOX 3420 CHICO, CA 95927-3420

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM

No. 141918

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			ENGAGEMENT OF SERVICES AUTHORIZED PURSUANT TO SECTION 3.08.060 OF THE CHICO MUNICIPAL CODE		
			PSA (_____) Description (14 Characters)		
ATTENTION VENDOR: Mail your invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES ARE FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.				Subtotal	\$ 12,000.00
				<input type="checkbox"/> Sales Tax <input type="checkbox"/> Use Tax	
				TOTAL ➡	\$ 12,000.00

12. Approvals		
A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature)	C. City Manager (Authorized Signature)

13. CERTIFICATION (Does not apply to Claim)

I hereby certify that the goods and/or services ordered and reflected in Section 11, above, have been ☐ partially ☐ fully received or rendered satisfactorily, or ☐ that payment is authorized in this instance in advance of receipt of goods or services (e.g. equipment maintenance, subscriptions, dues, insurance premiums, etc.) Accordingly, I hereby certify that payment may be made to vendor named hereon, "Inventory Report" form is attached for each item checked in "INV." column in Section 11 above.

Date _____

By _____
Authorized Dept./Officer Signature



CITY OF CHICO
P.O. BOX 3420 CHICO, CA 95927-3420

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM

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8. DELIVER TO (Point of Delivery Destination)

City of Chico - Public Works - Engineering
PO Box 3420
Chico, CA 95927
REQUIRED DELIVERY DATE: _____

10. FUND(S) AND ACCOUNT(S) CHARGED:

851-000-8801/50367-851-4120

9. VENDOR/CLAIMANT (Name and Address)

PEID NO. _____

NBS
870 Market Street, Suite 1223
San Francisco, CA 94102

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					\$ 12,000.00
					<input type="checkbox"/> Sales Tax <input type="checkbox"/> Use Tax
					TOTAL ⇨
					\$ 12,000.00

12. Approvals

A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature)	C. City Manager (Authorized Signature)

13. FINANCIAL OFFICE PARTIAL PAYMENT RECORD

Paymt. No.	DATE OF PAYMENT	AMOUNT OF PAYMENT	BALANCE ENCUMBERED	Paymt. No.	DATE OF PAYMENT	AMOUNT OF PAYMENT	BALANCE ENCUMBERED
1				6			
2				7			
3				8			
4				Final Payment:			
5				Total All Payments:			

(1) Cancel unencumbered balance by Journal Entry after Final Payment, then this Encumbrance Copy may be destroyed

FINANCE OFFICE ENCUMBRANCE COPY



CITY OF CHICO
P.O. BOX 3420 CHICO, CA 95927-3420

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM

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				<input type="checkbox"/> Sales Tax <input type="checkbox"/> Use Tax	
				TOTAL ⇒	\$ 12,000.00

12. Approvals		
A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature)	C. City Manager (Authorized Signature)

13. REMARKS (Indicate below any comments appropriate to this order)

Make and send copies of this Order to:

- ☐ City Manager _____
- ☐ Finance Office _____
- ☐ City Clerk _____
- ☐ Planning Office _____
- ☐ Police Dept. _____
- ☐ Public Works Dept. _____

- ☐ Fire Dept. _____
- ☐ Personnel Office _____
- ☐ Park _____
- ☐ Airport _____
- ☐ City Attorney _____
- ☐ Community Development _____
- ☐ _____

610 : CAPITAL PROJECT SERVICES
50367 : Sewer Enterprise Study

Exclude Activity Codes: 47*; Incl 4777

Available Budget : Remaining Budget - Overhead	51,157.87
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