



## CITY OF FOWLER

RFP No. 2018-01

### DEVELOPMENT IMPACT FEE UPDATE AND NEXUS STUDY

SUBMISSION DEADLINE

Thursday, January 24, 2019

**BY 5:00 P.M.**

SUBMIT TO:

Office of the City Clerk  
Fowler City Hall  
128 S. 5<sup>th</sup> Street  
Fowler, CA 93625

For questions concerning this RFP contact by e-mail:

Jeannie Davis  
City Manager

[jdavis@ci.fowler.ca.us](mailto:jdavis@ci.fowler.ca.us)

OR

David Peters, PE  
Peters Engineering Group

[davidpeters@peters-engineering.com](mailto:davidpeters@peters-engineering.com)

**NOTICE REQUESTING PROPOSALS (RFP) FOR  
DEVELOPMENT IMPACT FEE UPDATE AND NEXUS STUDY**

NOTICE IS HEREBY GIVEN that the City of Fowler, California, will receive sealed proposals from qualified Consultants at the Office of the City Clerk at Fowler City Hall, 128 S. 5<sup>th</sup> Street, Fowler, California 93625 until 5:00 P.M. Thursday, January 24, 2019.

The services to be performed by the successful Consultant are described in this Request for Proposal under “Scope of Services”. Request for Proposal documents may be obtained from the City’s website at [www.fowlercity.org](http://www.fowlercity.org) or by contacting Jeannie Davis, at (559) 834-3113 or [jdavis@ci.fowler.ca.us](mailto:jdavis@ci.fowler.ca.us).

Proposals shall be sealed, and clearly marked “RFP 2018-01 Development Impact Fee Update and Nexus Study.” All responsive proposals shall be reviewed and evaluated by the City in order to determine which Consultant best meets the City’s needs for this project by demonstrating the competence and qualifications necessary for the satisfactory performance of the required services. The criteria by which the City shall evaluate proposals are set forth in this Request for Proposal.

The City of Fowler reserves the right to reject any or all proposals, to delete portions of any and all proposals, to waive any informality or irregularity in any proposal received or in the RFP procedures, and to be the sole judge of the merits of the qualifications received. Be advised that unauthorized conditions, limitations, or provisions attached to the Proposal may render it unresponsive and may cause its rejection. Oral, telegraphic, or telephonic proposals or modifications will not be considered. The award, if made, will be made to the most qualified vendor based on the criteria set forth in the RFP documents.

# **REQUEST FOR PROPOSAL (RFP)**

## **Development Impact Fee Update and Nexus Study**

### **INTRODUCTION**

The City of Fowler (the “City”) is requesting proposals from qualified organizations to assist the City in the preparation of a Development Impact Fee Update and Nexus Study.

### **GENERAL INFORMATION**

Fowler is a growing community, with a current population of 6,091 and is located in the heart of the San Joaquin Valley, between San Francisco and Los Angeles. Yosemite, Sequoia, and Kings Canyon National Parks, as well as the scenic Central Coast are all within a two-hour drive. More information about Fowler can be obtained online at [www.fowlercivcity.org](http://www.fowlercivcity.org).

### **BACKGROUND**

City development impact fees (“impact fees”) are also known as Development Fees. The most recent impact fee study was conducted in 2000. The current impact fees are outlined below, price details can be found in the “City of Fowler Impact Fees Quick Sheet- Exhibit B”.

The City of Fowler’s current impact fees include:

- General Services
- Law Enforcement
- Fire
- Parks
- Water
- Sewer Facilities
- Water Facilities
- Storm Drain Facilities

### **ROLE OF CONSULTANT**

The Consultant will work closely with the City Team and stakeholders. The Consultant must demonstrate expertise in preparing development impact fees studies, impact fee credit programs, financial analysis, and project management. An ideal consultant will also have experience preparing development impact fees studies applicable to development of large scale public/private development sites.

### **SCOPE OF SERVICES**

The Scope of Services involves all necessary analyses and documentation to develop and support a comprehensive Development Impact Fee Program that meets the requirements of the City. Detail of the desired work is outlined in the Scope of Services to this RFP as Exhibit “A”.

### **PROPOSAL FORMAT AND CONTENT**

The City is requesting one PDF copy and four bound paper copies of the proposal, which must contain the following information:

1. Letter of Interest: Please include a letter expressing the Consultant's interest in being considered for the project. Include a statement regarding the Consultant's availability to dedicate time, personnel, and resources to this effort during the period of February 2019 to September 2019. The letter of interest must include a commitment to the availability of the Consultant and all key project staff during the planning period and a proposed schedule designed to meet the City's deadline for the impact fee study which is outlined in Exhibit A (2-page maximum).
2. Project Understanding and Approach: Please include a statement demonstrating your understanding of the proposed project and of the Fowler community and describe your approach to completing the project successfully and within the proposed budget and schedule. In particular, describe the Consultant's initial thoughts on a) if and/or whether the impact fees (identified in "Exhibit B") should be combined, and b) how to address any additional impact fees for the City (2-page maximum).
3. Relevant Experience: Please include information describing the Consultant's experience with development impact fees, including fees and infrastructure financing established for public development sites. Please provide a minimum of 5 specific examples of the Consultant's relevant experience on development impact fees, including specific examples of the Consultant's experience with the development of a uniform system for developing a methodology for calculating the value and use of developer credits against payment of impact fees. Please provide references for each example including phone number and/or email address of contacts. Similar information should be provided for any sub-consultants (15-page maximum).
4. Project Manager/Key Staff: Please include information about the specific relevant experience and billing rates for the proposed Project Manager and the Principal-in-Charge (if that person is different from the Project Manager) and all other applicable staff. A Project Manager must be designated and must be the principal contact for the City. Information on the experience of the Project Manager (on similar projects) and at least four references for the Project Manager and Principal-in-Charge (should that be a different person) are required (5-page maximum).
5. Proposed Scope of Services: Please provide a Proposed Scope of Services, which is based on the scope of work contained in Exhibit A; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work so that the City is able to implement a fair and effective development impact fee and credit program that is able to fund its highest priority capital improvements for the City of Fowler.
6. Budget and Schedule: Based on the Proposed Scope of Services, please provide a detailed budget and schedule that meets the eight month timeframe proposed by the City. If your proposed schedule exceeds the proposed eight month timeframe, please indicate the reasons why you believe additional time will be needed to complete the project.

## **SELECTION PROCESS**

The selection process for the consultant will proceed as follows:

1. Based upon the submitted proposals, the City selection team may select 2 to 5 Consultants to interview. If interviews are necessary they will be coordinated with Consultants after submittal of proposals.
2. At the interview, the selection team will expect the Consultants to make a 10-15 minute presentation introducing the Project Manager, the team, and focusing on the Consultant Team's proposed understanding and approach to the Proposed Scope of Work. The Project Manager and/or the Principal-in-Charge must be present for the interview/presentation. The signer of the proposal, if different from either of the above, should also be present. The presentation will be followed by a question and answer period by the selection team.
3. Upon completion of the interview process, the selection team will select a preferred Consultant Team. The City intends to negotiate the contract with the selected Consultant Team in a timely manner so that the contract can be approved by the City Council and the Consultant Team can commence work in approximately February 2019.

The final selection will be based upon the following criteria:

- A. The Consultant Team's proposed scope of work, its demonstrated understanding of the proposed project and the Fowler community, and its demonstrated ability to successfully complete the project in a timely manner.
- B. The Consultant Team's past experience and results with similar projects, and the feedback received from reference checks made on the Consultant.
- C. The quality and experience of the Project Manager and key staff persons who will be working on the project on a regular basis.
- D. The Consultant Team's proposed fees and costs for the engagement and ability to deliver the proposed Scope of Services within their proposed schedule.
- E. The Consultant Team's ability to meet the City's standard contract and insurance requirements.

The City will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability or national origin in the contract award. The City reserves the right to reject all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City.

## **CONDITIONS OF REQUEST**

### A. General Conditions

The City reserves the right to cancel or reject all, or a portion, or portions of this Request for Proposals without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a Proposal. The City reserves the right to reject any and all Proposals submitted in response to this request or any addenda thereto.

Any changes to the Proposal requirements will be made by written addendum sent by email.

### B. Liability of Costs and Responsibility

The City shall not be liable for any costs incurred in response to this request for Proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Fowler.

The selected organization will be required to assume responsibility for all services offered in the Proposal whether or not they possess them within their organization. The selected organization will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### C. Permits and Licenses

The Consultant and all the Consultant's approved sub-consultants, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

### D. Consultant's Representative

The person signing the Proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

## **ADMINISTRATIVE CONTACT**

Any questions regarding contractual terms and conditions, proposal format, technical specifications, or Statement of Work requirements shall be directed in writing to:

David Peters, PE, TE, PTOE  
Peters Engineering Group  
952 Pollasky Avenue  
Clovis, CA 93612  
(559) 299-1544 x 111  
[davidpeters@peters-engineering.com](mailto:davidpeters@peters-engineering.com)

## DUE DATES

All Proposals are due by 5 :00 P.M. on Thursday, January 24, 2019. Any Proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. It is the responsibility of the Consultant to ensure that the Proposal is delivered to the place by the time specified in this RFP. Any late Proposals shall be returned unopened.

**SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 2018-01.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Fowler, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Consultant hereby certifies that it has:

- Δ Examined the local conditions and current City of Fowler Impact Fees.
- Δ Read each and every clause of this RFP.
- Δ Included all costs necessary to complete the specified services in its proposed prices.
- Δ Agreed that if it is awarded the Contract, it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should conditions turn out otherwise than anticipated, the Consultant agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Fed ID No: \_\_\_\_\_

Name (type/print): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Date: \_\_\_\_\_

To receive consideration for award, this signature sheet must be returned with the Proposal.



## SCOPE OF SERVICES

The Scope of Services includes, but is not limited to, all necessary analyses and documentation to develop and support a comprehensive Nexus Study and Impact Fee program for the public facilities required for the City of Fowler. Work should be based on the requirements of the California Mitigation Fee Act. In general, the scope of work shall involve the following:

**a. Prepare a Public Facilities Financing Plan:** Work with City Staff and the Contract City Engineer to provide a plan to finance infrastructure improvements including:

- i. Estimates of projected development by land use through buildout of the General Plan
- ii. Summaries of the Major Projects Financing Plan facilities and costs;
- iii. A summary of the Public Facilities Development Impact Fee Program and its anticipated cash flow
- iv. Financing alternatives for facilities needed by new and existing development
- v. A summary of the fiscal impacts of the General Plan and suggested mitigation measures
- vi. A financial feasibility analysis

**b. Review Proposed Impact Fees:** The Consultant will review the City's proposed Impact fee structure in the Public Facilities Financing Plan, as well as any other continuing city-wide Impact Fees, and make recommendations for changes or additions if applicable. The fees under consideration for this study are listed in Attachment 1.

**c. Data Collection and Development.** The Consultant shall work with City Departments and other City Consultants to collect the necessary data and to develop additional data required to fully support a comprehensive Impact Fee Program.

**d. Fee Calculation and Analysis.** The Consultant shall determine and update the current and proposed Impact Fees based on the City's existing Master Plans and planning documents. Additionally, the Consultant may suggest unique areas or separate zones where appropriate and necessary to identify opportunities for additional revenue to accommodate Citywide growth.

**e. Comparisons.** Review strategies for Impact Fees implemented in other communities and make recommendations where applicable.

**f. Impact Fee/Nexus Study.** The Consultant shall prepare and provide a report that provides the legal nexus between fee recommendations and new development. It should also document fee study results, including but not limited to, a description of the overall methodology, findings, supporting justification, and recommended Impact Fees. The report will be expected to meet all of the requirements of the California Mitigation Fee Act.

**g. Circulation Spreadsheets and Methodology.** The Consultant shall provide City Finance staff with Excel worksheets to allow for future fee updates. The Consultant will also review all calculations and fee study methodology with City Finance staff.

**h. Presentation of Materials.** The Consultant will present findings to an internal review committee and may also present to community groups, the City Council, appointed Commissions, and others as directed. This may include presentation of the Final Report to the City Council at a City Council Meeting

EXHIBIT B

City of Fowler  
Development Fees

2018

Fee Category	2017 Fees Dollars	2018 Fee Increase Percent	2018 New Fees Dollars	Units
<b>City Management and General Services</b>				
Low Density	\$248.42	3.9%	\$258.11	Dollars Per Equivalent Unit
Medium Density	\$190.57	3.9%	\$198.00	Dollars Per Equivalent Unit
High Density	\$190.57	3.9%	\$198.00	Dollars Per Equivalent Unit
Commercial	\$248.42	3.9%	\$258.11	Dollars Per Equivalent Unit
Industrial	\$248.42	3.9%	\$258.11	Dollars Per Equivalent Unit
Institution & Parks	\$248.42	3.9%	\$258.11	Dollars Per Equivalent Unit
<b>Law Enforcement</b>				
Low Density	\$798.07	3.9%	\$829.19	Dollars Per Equivalent Unit
Medium Density	\$614.30	3.9%	\$638.26	Dollars Per Equivalent Unit
High Density	\$614.30	3.9%	\$638.26	Dollars Per Equivalent Unit
Commercial	\$798.07	3.9%	\$829.19	Dollars Per Equivalent Unit
Industrial	\$798.07	3.9%	\$829.19	Dollars Per Equivalent Unit
Institution & Parks	\$798.07	3.9%	\$829.19	Dollars Per Equivalent Unit
<b>Fire Protection</b>				
Low Density	\$1,027.92	3.9%	\$1,068.01	Dollars Per Equivalent Unit
Medium Density	\$791.24	3.9%	\$822.10	Dollars Per Equivalent Unit
High Density	\$791.24	3.9%	\$822.10	Dollars Per Equivalent Unit
Commercial	\$1,027.92	3.9%	\$1,068.01	Dollars Per Equivalent Unit
Industrial	\$1,027.92	3.9%	\$1,068.01	Dollars Per Equivalent Unit
Institution & Parks	\$1,027.92	3.9%	\$1,068.01	Dollars Per Equivalent Unit
<b>Storm Drainage</b>				
Low Density	\$4,594.41	3.9%	\$4,773.59	Dollars Per Acre
Medium Density	\$4,764.56	3.9%	\$4,950.38	Dollars Per Acre
High Density	\$6,125.87	3.9%	\$6,364.78	Dollars Per Acre
Commercial	\$7,316.99	3.9%	\$7,602.35	Dollars Per Acre
Industrial	\$7,997.65	3.9%	\$8,309.56	Dollars Per Acre
Institution & Parks	\$3,743.58	3.9%	\$3,889.58	Dollars Per Acre
Golf Course	\$2,722.61	3.9%	\$2,828.79	Dollars Per Acre
<b>Water Supply</b>				
Low Density	\$2,467.37	3.9%	\$2,563.60	Dollars Per Equivalent Unit
Medium Density	\$2,460.77	3.9%	\$2,556.74	Dollars Per Equivalent Unit
High Density	\$2,467.37	3.9%	\$2,563.60	Dollars Per Equivalent Unit
Commercial	\$2,467.37	3.9%	\$2,563.60	Dollars Per Equivalent Unit
Industrial	\$2,467.37	3.9%	\$2,563.60	Dollars Per Equivalent Unit
Institution & Parks	\$2,467.37	3.9%	\$2,563.60	Dollars Per Equivalent Unit
<b>Recreational Facilities</b>				
Low Density	\$2,834.92	3.9%	\$2,945.48	Dollars Per Equivalent Unit
Medium Density	\$2,191.70	3.9%	\$2,277.18	Dollars Per Equivalent Unit
High Density	\$2,191.70	3.9%	\$2,277.18	Dollars Per Equivalent Unit
<b>Water Connection Charges</b>				
Residential	\$680.66	3.9%	\$707.21	Dollars Per Equivalent Unit
Multi-Family	\$180.36	3.9%	\$187.39	Dollars Per Equivalent Unit
Commercial / Industrial	\$0.80	3.9%	\$0.83	Dollars Per Square Foot
<b>Miscellaneous Charges</b>				
Residential Water Meter	\$480.11	3.9%	\$498.83	Dollars Per Equivalent Unit* (as of 8/29/02)
Construction Water	\$51.06	3.9%	\$53.05	Dollars Per Equivalent Unit
<b>Wastewater Interceptor Sewer and Pump Stations</b>				
Low Density	\$2,742.33	3.9%	\$2,849.28	Dollars Per Equivalent Unit
Medium Density	\$2,742.33	3.9%	\$2,849.28	Dollars Per Equivalent Unit
High Density	\$2,742.33	3.9%	\$2,849.28	Dollars Per Equivalent Unit
Commercial	\$2,742.33	3.9%	\$2,849.28	Dollars Per Equivalent Unit
Industrial	\$2,742.33	3.9%	\$2,849.28	Dollars Per Equivalent Unit
Public Facilities / Institutions	\$2,742.33	3.9%	\$2,849.28	Dollars Per Equivalent Unit