CITY OF FOLSOM
REQUEST FOR PROPOSALS
FOR PROFESSIONAL CONSULTANT SERVICES
TO CONDUCT A DEVELOPMENTAL NEXUS AND IMPACT FEE STUDY
FOR SPECIFIC PLAN INFRASTRUCTURE IN THE FOLSOM PLAN AREA

A. OBJECTIVE

The City of Folsom (City) is seeking the services of a Consultant to conduct a comprehensive study of Developmental Impact fees (Impact Fees) and completion of a Nexus Study in accordance with the California Mitigation Fee Act (Act). The City currently assess impact fees on new residential and commercial development to mitigate the fiscal impact on police, fire, and general facilities; park facilities and equipment; water and sewer; transportation and roads; and other capital facilities.

B. INTRODUCTION

Folsom was incorporated in 1946 and chartered in 1990. The City operates under a Council-Manager form of government with over 400 employees. The City provides a full range of services normally associated with a municipality, including police, fire, emergency medical response, public works, transit, community development, planning, and building inspections. In addition, the City also operates a library, park and recreation facilities including a zoo sanctuary and aquatic center, and provides water, sewer, and solid waste utility services.

The City of Folsom is located 25 miles northeast of downtown Sacramento along the Highway 50 corridor. Folsom's total population is estimated at approximately 74,000 which includes the inmate population of Folsom State prison. The City's population was expected to reach residential build-out population in the year 2018. However, in 2012 LAFCo approved the annexation of approximately 3,500 acres to the City. The recently annexed area is bounded to the north by Highway 50, to the east by the Sacramento/El Dorado County border, to the south by White Rock Road, and to the west by Prairie City Road. This area is known as the Folsom Plan Area (FPA) and is envisioned to contain approximately 10,200 residential units of varying densities and 5.2 million square feet of nonresidential space. The expected build-out population is 24,362 in 2035.

C. 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 infrastructure required in the Folsom Plan Area (FPA). Work should be based on the requirements of the California Mitigation Fee Act. In general, the scope of work shall involve the following:

1. **Review Proposed Impact Fees:** The Consultant will review the City's proposed Impact Fee structure in the Public Facilities Financing Plan (PFFP), 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.

2. **Data Collection and Development.** The Consultant shall work with City departments to collect the necessary data and to develop additional data required to fully support a comprehensive Impact Fee Program.
3. **Fee Calculation and Analysis.** The Consultant shall determine and update the current and proposed Impact Fees based on the City's existing Master Plans. Additionally, the Consultant may suggest unique areas or separate zones where appropriate and necessary to identify opportunities for additional revenue to accommodate Citywide growth.
4. **Comparisons:** Review strategies for Impact Fees implemented in other communities and make recommendations where applicable
5. **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.
6. **Calculation 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.
7. **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.

D. SUBMISSION REQUIREMENTS

Proposals must be received by **5:00 PM on June 13, 2014**. Consultant shall submit one originally signed proposal and ten copies in a sealed package or envelope marked "Folsom Plan Area Developmental Impact Fee Proposal".

Proposals may be either mailed or delivered in person to:

James Francis, Chief Financial Officer
City of Folsom
Office of Management and Budget
50 Natoma St.
Folsom, CA 95630

A PDF of the proposal must ***also*** be emailed to: jfrancis@folsom.ca.us. The PDF does not constitute a submission alone. The original must be received as noted above.

All proposals received after the date noted will be rejected.

E. PROPOSAL REQUIREMENTS

1. **Scope of Services**
   Consultant shall provide a clear and concise response to the Scope of Service requirements set forth. This response should present a demonstration of the firm's understanding of the project and their suggested approach to the project.

2. **Qualifications**
   Identify the key personnel involved in this project, including sub-consultants and co-proposers. The people identified will be the ones allowed to participate in an interview. Also state their experience with similar projects.

3. **References**
   Include the names, addresses, emails, and telephone numbers of the three most recent clients for whom you have provided similar services. Also provide (electronically is preferred) a sample of a relevant work product.

4. **Disclosure**
   Disclose any professional or personal financial or other interest which could be a possible conflict of interest in performing the services of the RFP.

5. **Insurance**
   See Exhibit B for City Insurance requirements. The Consultant must be able to meet these requirements.

6. **Cost Proposal**
   a. Provide a detail of fees to be charged, including hourly rates and expected payment schedule.
   b. The proposal should detail the costs by general category of work.
   c. Provide an estimated total amount for the scope of services required.
   d. Detail costs of any additional charges that are not included in the basic fee. Please Note: The City of Folsom will not pay travel time for Consultants to or from the City of Folsom and administrative overhead must be included in the hourly rates and not as an additional percentage of the billing.

7. **Work Plan and Schedule**
   a. Demonstrate how the Consultant will prepare and complete the Nexus and Fee Study.
   b. Provide an assessment of the amount of time and information that will be required of City Staff who will be involved in the project.
   c. The Impact Fee Study must be completed by October 31, 2014. Final project completion, through public hearing and council adoption process, for all other fees must be before December 31, 2014.

F. SELECTION PROCESS

Proposals will be reviewed by a variety of City staff. A recommendation will be made by the Director of Public Works and Community Development and the Director of Environmental and Water Resources and the Chief Financial Officer to the City Manager or City Council, if necessary. Final selection will not necessarily be based on cost, but additionally on meeting the requirements of the City, and on a determination of the Consultant's understanding of our issues and their ability to meet our needs. The City will verify the qualifications and references of the

Consultant to whom the award is contemplated. Final selection will include an interview of the top candidates. The City anticipates the selection process to be completed in July 2014.

The Community Development Department will email Consultants eliminated from further competition as soon as practical.

G. ADDITIONAL INFORMATION

1. The Public Facilities Financing Plan for the Folsom Plan Area can be found on the City's web page at www.folsom.ca.us/Departments/Management & Budget/Folsom Plan Area

2. The Folsom Municipal code can be found by visiting the City Clerk's page at www.folsom.ca.us/departments/City_Clerk/Folsom Municipal Code & City Charter.

3. Detailed information regarding current Impact Fees can be found on the Finance page at http://www.folsom.ca.us/Departments/Management & Budget/City_Fees/Impact Fees

4. Additional information can be located on the City website at www.folsom.ca.us.

H. CONTRACT AWARD

The selection of any proposal does not imply acceptance by the City of all terms of the Proposal. If a satisfactory contract cannot be negotiated in a reasonable amount of time, the City may terminate negotiations with the selected Consultant and begin contract negotiations with the next highest ranked Consultant.

The Director of Community Development will make every effort possible to administer the proposal process in accordance with the terms and dates discussed in this section. However, the Director reserves the right to modify the proposal process and dates, as he deems necessary.

I. CONTACT INFORMATION

For any questions for further information, please contact David Miller, Director of Community Development at dmiller@folsom.ca.us or by phone at 916-355-7224.

ATTACHMENT 1
Current and Proposed Impact Fees to be included in Study

Components of Specific Plan Infrastructure Fee

On-Site Roads
Off-Site Roads within Folsom
On-Site Water
Off-Site Water
Recycled Water
Storm Drainage
Sewer
Habitat Mitigation

All fees to be allocated on a per unit or square footage basis according to both residential and commercial zoning designations, as appropriate.

Residential Zoning Designations	Commercial Zoning Designations
Single-Family (SF)	Mixed Use (MU) - Commercial
Single-Family High Density (SFHD)	Office Park (OP)
Multifamily Low Density (MLD)	General Commercial (GC)
Multifamily Medium Density (MMD)	Community Commercial (CC)
Multifamily High Density (MHD)	Regional Commercial (RC)
Mixed Use (MU) - Residential	

EXHIBIT B

Insurance

During the term of this Agreement, Consultant shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:
   a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
   b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
   c. Claims-made coverage is not acceptable.
   d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars ($1,000,000)
Products & Completed Operations:	One Million Dollars ($1,000,000)
Personal & Advertising Injury:	One Million Dollars ($1,000,000)

   e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
   f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the each occurrence limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
2. Automobile Liability:
   a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
   b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).
   c. The limits of liability per accident shall not be less than:

Combined Single Limit	One Million Dollars ($1,000,000)

   d. If General Liability coverage, as required above, is provided by the Commercial General Liability form, the Automobile Liability policy shall include an endorsement providing automobile contractual liability.
3. Worker's Compensation

a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the contractor is a qualified self-insurer with the State of California), and Employers Liability coverage.

b. Employer's Liability Coverage shall not be less than the statutory requirements.

4. Professional Liability Insurance
If required, errors and omissions, malpractice or professional liability insurance with coverage of not less than $1,000,000 per occurrence.

5. Other Insurance Provisions:

a. The Consultant's General Liability and Automobile Liability shall contain the following provisions:

i. The City, its officials, employees, agents and volunteers shall be specifically named and covered as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the consultant. This shall be set forth in a separate additional insured endorsement in a form acceptable to the City Attorney.

ii. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.

b. For any claims related to the project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers and any City insurance shall be excess of the Consultant's insurance and shall not contribute to it.

c. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

d. The Consultant's Workers' Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.

e. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after **30 days prior written notice** by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

6. Acceptability of Insurers: Insurance is to be placed with insurers with **a Bests' rating of no less than A:VII**.

7. The Consultant shall furnish the City with Certificates of Insurance and separate original additional insured endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, and any Supplementary Conditions, in a form acceptable to the City Attorney. **The Consultant shall furnish complete, certified copies of**

all required insurance policies, including original endorsements specifically required hereunder.

8. The Consultant shall report, by telephone within 24 hours, and also report in writing to the City within 48 hours, after Consultant or any Subconsultant or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars ($10,000) to property of the City or others, arising out of any work done by or on behalf of the Consultant as part of the contract.
9. Such report shall contain:
    a. the date and time of the occurrence,
    b. the names and addresses of all persons involved, and
    c. a description of the accident or occurrence and the nature and extent of the injury or damage.
10. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
11. If the Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.
12. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
13. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Subconsultants of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
14. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.