



**CITY OF WINTERS  
REQUEST FOR PROPOSALS  
FOR PROFESSIONAL CONSULTANT SERVICES  
TO CONDUCT A DEVELOPMENT NEXUS AND IMPACT FEE STUDY  
FOR PUBLIC FACILITIES IN THE CITY OF WINTERS AND PREPARE A PUBLIC  
FACILITIES FINANCING PLAN FOR THE CITY OF WINTERS  
RFP Issue date April 4, 2017**

**A. Objective**

The City of Winters (City) is seeking the services of a Consultant to conduct a comprehensive study of Development Impact Fees (Impact Fees) and completion of a Nexus Study in accordance with Government Code Section 66000 et seq., the California Mitigation Fee Act, commonly known as AB1600. The City currently assess impact fees on new residential, commercial and industrial development to mitigate the fiscal impact on police, fire, general facilities, parks facilities, water, sewer, storm drain, transportation and roads, and other capital facilities.

**B. Introduction**

The City of Winters was incorporated in 1898, is a general law city, and operates under a Council-Manager form for government. The City of Winter is a full service city providing water, sewer, police and fire services, as well as various recreational programs.

The City of Winters is 11 miles north of Interstate 80 and the City of Vacaville, and State Highway 128 leading to the Napa Valley and Lake Berryessa, passes directly through the City.

The City of Winters has approximately 7,000 residents, and new subdivisions are planned which would grow the population by an estimated 1,570.

The City of Winters last updated the Public Facilities Financing Plan and Nexus in March 2003.

**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 facilities required for the City of Winters. Work should be based

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**COUNCIL MEMBERS**

Harold Anderson  
Jesse Loren  
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**MAYOR**

Wade Cowan

**MAYOR PRO TEM**

Bill Biasi

**CITY CLERK**

Nanci Mills

**TREASURER**

Michael Sebastian

**CITY MANAGER**

John W. Donlevy, Jr.

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

**D. Submission Requirements**

Proposals must be received by 3:00 pm on May 2, 2017. Consultants shall submit one originally signed proposal and 4 copies in a sealed package or envelope marked “City of Winters Development Impact Fee Proposal”.

Proposals may be mailed or delivered in person to:

Shelly Gunby, Director of Financial Management  
City of Winters  
318 First Street  
Winters, CA 95694

A PDF of the proposal must also be emailed to: [shelly.gunby@cityofwinters.org](mailto:shelly.gunby@cityofwinters.org)

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**

**a. 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.

**b. 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.

**c. References**

Include the name, addresses, emails, and telephone numbers of the three most recent clients for whom you have provided similar services. Also provide, (electronically preferably) a sample of a relevant work product.

**d. 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.

**e. Insurance**

See Exhibit B for City Insurance requirements. The Consultant must be able to meet those requirements.

**f. Cost Proposal**

1. Provide a detail of fees to be charged, including hourly rates and expected payment schedule.
2. The proposal should detail the costs by general category of work.
3. Provide an estimated total amount for the scope of service required.
4. Detail costs of any additional charges that are not included in the basic fee.  
Please note: The City of Winters will not pay travel time for Consultant to or from the City of Winters, and administrative overhead must be included in the hourly rates and not as an additional percentage of the billing.

**g. Work Plan and Schedule**

1. Demonstrate how the Consultant will prepare and complete the Nexus and Fee Study
2. Provide an assessment of the amount of time and information that will be required of the City Staff who will be involved in the project.
3. The Impact Fee Study must be completed by November 21, 2017, Final project completion, through public hearing and council adoption process, for all fees must be completed before December 19, 2017.

**F. Selection Process**

Proposals will be reviewed by City staff involved in the project. A recommendation will be made to the City Council. 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, although the City does reserve the right to forego interviews at its discretion. The City anticipates the selection process to be completed by the end of May 2017.

Once the selection process is complete, the City will notify the selected Consultant and send a Consultant Service Agreement to that firm. No proposal shall be binding on the City until after the Consultant Services Agreement is signed by a duly authorized representative of both the Consultant and the City.

The Finance Department will email Consultants eliminated from further competition as soon as practical

**G. Additional Information**

- a. The City of Winters shall not be liable for any costs incurred in response to this RFP. 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 Winters and public records and, as such, may be subject to public review.
- b. 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.
- c. The City reserves the right to reject any and all proposals, cancel all or a part of this RFP, waive any minor irregularities and to request additional information from proposing firms. By requesting proposals, the City is in no way obligated to award a contract or pay expenses of the proposing consultant in connection with the preparation or submission of a proposal.
- d. The Director of Financial Management will make every effort possible to administer the proposal process in accordance with the terms and dates discussed in this RFP. However, the Director of Financial Management reserves the right to modify the proposal process and dates as she deems necessary.
- e. The Winters Municipal code can be found on the City's web page at [www.cityofwinters.org/community-dev-reports/](http://www.cityofwinters.org/community-dev-reports/)
- f. The City of Winters municipal code can be found by visiting [www.codepublishing.com/CA/Winters](http://www.codepublishing.com/CA/Winters)
- g.

#### **H. Contact Information**

For any questions or additional information, please contact Shelly Gunby, Director of Financial Management, at [shelly.gunby@cityofwinters.org](mailto:shelly.gunby@cityofwinters.org) or by phone at 530-794-6704.

**Attachment 1**  
**Current Impact Fees**

Water System Impact Fees  
Waste Water System Impact Fees  
General Storm Drain Impact Fees  
Street Impact Fees  
Park and Recreation Impact Fees  
Police(Public Safety) Impact Fees  
Fire Protection Impact Fees  
General Capital Impact Fees  
Storm Drain Non-Flood Impact Fees  
Monitoring Fee

## Attachment 2 Insurance

- (a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.
  
- (b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.
  
- (c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.
  
- (d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S **Error! Reference source not found.** upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the **Error! Reference source not found.** prior to the effective date of such cancellation, or change in coverage.