



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment to Professional Services Agreement for Development Impact Mitigation Fee Program Update with Harris and Associates, of Tracy (\$30,000) and Appropriating Funds (\$50,000)

MEETING DATE: April 18, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute amendment to professional services agreement for Development Impact Mitigation Fee Program Update with Harris and Associates, of Tracy, in the amount of \$30,000 and appropriating funds in the amount of \$50,000.

BACKGROUND INFORMATION: On March 16, 2011, City Council approved a professional services agreement with Harris and Associates in the amount of \$451,190 to update the development impact mitigation fee program pursuant to adoption of the 2010 General Plan. At that time, completion of the project was planned for December 7, 2011.

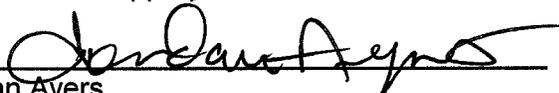
Over the past 24 months, the project team has diligently worked with the building and development community to build consensus on the structure and scope of the fee program. This has resulted in significant additional and unanticipated work and delay to develop the final fees for water, wastewater, storm drainage, parks, transportation, and electric. In addition, preparation of a new Bike Master Plan has been added to the program. The additional scope of work is presented in the contract amendment provided as Attachment 1 and is summarized below.

1. Additional meetings and project management services
2. Additional cost estimating associated with changing project descriptions and program scope
3. Additional analysis resulting from changes to the program scope in the areas of water, wastewater, storm drainage, parks, transportation and electric
4. Updating the master plans to be consistent with the changes to the scope of the fee program and adding the Bike Master Plan

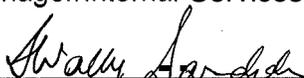
It is recommended Council adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement for the Development Impact Mitigation Fee Program with Harris and Associates in the amount of \$30,000 and appropriating funds in the amount of \$50,000.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Funds are already appropriated in 182034, 270034, 326034, 332034, 121 7034, and 165034. Appropriate funds in the amount of \$50,000 (Fund 325).

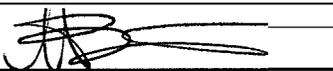


 Jordan Ayers
 Deputy City Manager/Internal Services Director



 F. Wally Sandelin
 Public Works Director

FWS/pmf
Attachment

APPROVED: 

 Konradt Bartlam, City Manager

AMENDMENT NO. 1

Harris & Associates
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of April, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY), and HARRIS & ASSOCIATES (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on March 29, 2011, as set forth in Exhibit 1 (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 2 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee as set forth in the Agreement as Exhibit 1 and 2, respectively.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 on _____, 2012.

CITY OF LODI, a municipal corporation
Hereinabove called "CITY"

HARRIS & ASSOCIATES
Hereinabove called "CONSULTANT"

KONRADT BARTLAM
City Manager

Name:
Title:

Attest:

RANDI JOHL, City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney 

AGREEMENT FOR CONSULTING SERVICES

ARTICLE I PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on ~~March 16, 2011~~ ^{March 29, 2011}, by and between the CITY OF **LODI**, a municipal corporation (hereinafter "CITY"), and HARRIS & ASSOCIATES (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the consulting services to prepare an update of the Impact Mitigation Fee Program in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for Development Impact Fee Study project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall submit to CITY the various project deliverables as indicated in the attached project scope of services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals,

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

**ARTICLE 3
COMPENSATION**

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit B.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit B include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advance, in writing, by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit B. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4
MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any

subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

Section 4.3 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

Section 4.5 Insurance Reaquirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any of its subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any of its subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Bodily Injury -
Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -
Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$4,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage- Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) General Liability Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY, (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) General Liability Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) General Liability Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the CONSULTANT's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the CONSULTANT without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA, 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following *termination* of coverage which is at

least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees, This policy may not be canceled nor the coverage reduced by the CONSULTANT without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. *Box* 3006, Lodi, CA, 95241.

Section 4.7 City Business License Requirement

Consultant/Contractor acknowledges that Lodi Municipal Code Section 3.01.020 requires *Consultant/Contractor* to have a city business license and Consultant/Contractor agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.8 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

Section 4.9 Successors and Assigns

CITY and CONSULTANT each bind themselves, their ~~partners~~, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.10 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
F. Wally Sandelin, Public Works Director
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: Harris & Associates
Alison Bouley, P.E.
2316 Orchard Parkway, Suite 120
Tracy, CA 95377

Section 4.11 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.12 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.13 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

This Agreement may be terminated by CONSULTANT should CITY fail to perform in accordance with its terms through no fault of CONSULTANT. CITY shall pay CONSULTANT for all services performed and expenses incurred in accordance with this Agreement, up to and including the effective date of termination.

Section 4.14 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

Section 4.16 Integration and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only be written instrument signed by CONSULTANT and CITY.

Section 4.17 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.18 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.19 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.20 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use or modification of such documents for any purpose other than the purpose for which they were prepared.

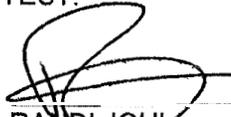
Section 4.21 No Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either CITY or CONSULTANT.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written,

CITY OF LODI, a municipal corporation

ATTEST:

By  _____
RANDI JOHL
CITY CLERK

By  _____
KONRADT BARTLAM
CITY MANAGER

APPROVED AS TO FORM:

HARRIS & ASSOCIATES

Dated: March 29, 2011
By  _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY 

By  _____
Title: Vice President

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Fee Proposal
- Exhibit C - Insurance Requirements

EXHIBIT A SCOPE OF WORK

Task 1 - Project Management

Task 1.1 – Project Start-up

An initial kick-off meeting will be held with the entire Harris team and the City. The purpose of this meeting will be to discuss the scope of services, obtain technical studies associated with facilities for which fees are being calculated, discuss facility standards and existing surpluses or deficiencies in facilities, and generally coordinate the work effort. We will also discuss the goals and schedule of the project and review any significant issues the City has already identified related to this project. Goodwin Consulting Group (GCG) will also review the Policies and Operating Assumptions Report with City staff to discuss various nexus methodologies, assumptions, approaches, and considerations to make the fee study more defensible pursuant to current case law related to development fees.

As a result of this meeting, Harris will prepare a project memorandum that includes the project description, summary of scope of services, project schedule, project contacts, communication protocols, and a list of information that our team needs to begin work on the project. This memorandum will be submitted within one week of the kick-off meeting.

Task 1.2 – Project Work Plan

Harris and GCG will prepare a project work plan that details the process envisioned in preparation of the IMFP. The work plan is a key element in understanding the flow of the project and where critical decisions are needed in order to keep the project on schedule. The work plan will include flow diagrams illustrating where decisions or input from the City is required. In addition, the work plan will discuss the current financing strategy. The work plan will also discuss the quality assurance program that will be in place to assure that the work prepared is of the highest quality. This work plan will be submitted within one week following the notice to proceed. Along with the work plan, a more detailed schedule than the one included in this proposal will be prepared using Microsoft Project and will be submitted to the City. The schedule will clearly define the anticipated submittal dates, anticipated meeting dates, and allocated City review time. The schedule will be modified as needed following the kick-off meeting.

Task 1.3 – Preparation of Monthly Progress Reports

Each month, Harris will submit a detailed progress report that highlights the status of the project. Each of these reports will include a brief description of the work completed during the billed time period. The report will detail the project budget, current expenditures and cumulative expenditures for each task. The schedule will be reviewed and any deviations will be noted in the report. In addition, a summary of any outstanding issues needing resolved or any key decisions that were made will be highlighted in the report. The format of this report will be submitted with-in one week of the kick-off meeting for approval by the City.

Task 1.4– Project Status Meetings

The project manager will coordinate monthly status meetings with the City. It is anticipated that not all project members will be needed at all meetings and will be coordinated as necessary based on each meeting agenda. Harris will prepare an agenda for each of the meetings and will prepare and submit meeting minutes following each meeting. The minutes will include an action item column for easy tracking of follow-up items. An effort will be made to coordinate and combine monthly meeting dates with presentations to City staff and the development community/BIA. A total of twelve meetings are assumed under this task and includes all meetings with City staff and developers/BIA.

Task 1.5– Presentations to City Council and Public Officials

Presentations to City Council and other commissions and committees are a critical part of the IMFP process. It is anticipated that four presentations will be given to the City Council, one presentation will be made to the planning commission, one presentation will be made to the recreation commission, and one presentation to the budget committee. For each of these presentations, the team will prepare exhibits and/or PowerPoint slides as needed to clearly convey the process and findings of the IMFP. Prior to the meeting, the content of the presentation and the materials to be presented will be discussed with the City team. This task includes a total of seven public meetings.

Task 2 – Policies and Operating Assumptions Report

Task 2.1 – Prepare a Policies and Operating Assumptions Report

The City's Policies and Operating Assumptions Report contains the City's policies, guidelines, methodologies, and assumptions for its IMFP. The Harris team will review the report and provide recommendations, where needed, regarding demographic assumptions, land uses categories, development forecasts, and phasing methodologies, as well as all aspects of impact fees and financing methodologies, such as cost allocation methodologies, debt financing, alternate sources of funding, annual inflation factors, interfund borrowing, credit/reimbursement policies, method of 5, 10, 15, 20 year development scenarios, infrastructure that developers are going to be expected to build, and Infill Policies. The Harris Team will update the report to reflect the policies moving forward. It is anticipated that this report will be updated to reflect policies and decisions that are needed in completing any of the infrastructure studies, but will remain a work in process during the finance plan development. The Harris team will provide a draft update of the City's Policies and Operating Assumptions Report, and then a final report will be provided after incorporating comments from City staff.

Task 3 – Development of Land-Use Forecast

Task 3.1 – Assess Potential Fee Zone Geography

Harris will review the proposed development areas within the City of Lodi and the infrastructure needed to serve those areas and will analyze the need to have different fee zones. The City's

goal is to avoid fee zones whenever possible. However, in some cases the required infrastructure may lend itself to fee zones in order to create a more defensible nexus. Harris will also compile a digital base map using the files provided by the City and will use assessor parcel maps and other development maps to compile a list of APNs, owners, acreage and land use information that will form the database. In addition, Infill Parcels will be identified. This information will be used to create the database within MapGuide and will also be used to create an Excel file that will be used for the growth forecasts.

Task 3.2 – Inventory Approved and Proposed Development Projects

Harris will work with City staff to obtain copies of or information regarding all planned development projects. This includes remaining units in partially completed development projects, any subdivision maps that have been submitted to the City, and any potential projects where inquiries have been made. The goal of this task is to better define the information obtained through the BIA and local development community meetings. These projects will be added to the map and the database prepared in Task 3.1.

Task 3.3 – Prepare Citywide Development Forecasts

GCG will review historical growth data for the City, as well as development and demographic information from the City's updated General Plan, SJCOG, the development community, Department of Finance, and other sources to forecast future development in the City. Harris will develop a digital base map of all remaining developable land and GCG will incorporate this information to estimate the total number of potential residential units and nonresidential building space remaining in the General Plan area.

Task 3.4 – Prepare Growth Forecast

Through close coordination with City staff, GCG will develop a growth forecast model for residential and nonresidential development. The results of this forecast will be summarized in a draft technical memorandum that will include a discussion of all assumptions and methodologies used in the development forecast. After receiving comments from all parties, GCG will provide a final technical memorandum.

Task 4 – Master Plan Documents/Capital Improvement Plans

Task 4.1 – Coordinate Master Plan Documents/Capital Improvement Plans

Based on conversations with City staff, it is anticipated that the only technical consultants needed as part of this project are for traffic and parks. Harris will oversee the work of Fehr & Peers and Vallier Design Associates as they complete the required master plans for Streets/Transportation and Parks and Recreation as further described below.

The City has completed various components of the Water, Sewer, Storm Drainage, and Electrical Utilities master plans. Harris will obtain and review the information from the City and will work with City's staff on any additional technical analysis that needs to be complete for the purpose of this project. Harris will develop the report that will compile the City's technical

analysis into a master plan document. Harris will not provide any of the modeling or technical analysis and the reports will be prepared with City of Lodi's name on them. A more detailed description of each component is given below:

- **Water** – Per the draft Policies and Operating Assumptions report, the Reed Group will complete, under separate contract, all water related master planning, phasing and capital improvement project cost estimates for the water utility. Harris will review the documents provided and will coordinate with the Reed Group to verify that all the master planning work is done in accordance with the development assumptions determined under Task 3.4 . Harris will provide a peer review of the cost estimates and master plan facilities and will incorporate the cost estimates into the CIP templates. Harris will coordinate with the Reed group to obtain information on phasing to match the 5, 10, 15 and 20 year growth assumptions as well. Harris will compile the information received from the Reed Group into a Water Master Plan report.
- **Wastewater** – Per the draft Policies and Operating Assumptions report, the Reed Group will, under separate contract, provide the wastewater impact fee for the treatment and disposal component. Harris will review the documents provided and will coordinate with the Reed Group to verify that all the wastewater treatment plant fee is developed in accordance with the development assumptions determined under Task 3.4 . Harris will coordinate with the Reed group *to* obtain information on phasing to match the 5, 10, 15 and 20 year growth assumptions as well. Harris will also coordinate with the City to gather the information related to the wastewater transmission component including phasing information for the 5, 10, 15 and 20 year growth assumptions. Harris will review with the City any alternatives that may have been identified to determine what the most cost effective or most desired alternative might be and will discuss the use of possible zones. Harris will compile the information received from the Reed Group and from the City into a Wastewater Master Plan report. In addition, Harris will review and update Policy No. 6 for Wastewater fees.
- **Storm Drainage** – Harris will review the various studies and master plans that exist for Storm Drainage within the City. Harris will also work with the development community and City staff to identify which projects are to be funded through the fee program versus those projects that will be developer-built. Harris will work with the City to determine if fees zones are necessary or if one uniform fee can be established. Should various zones be required, Harris will identify which facilities are needed for each zone. Harris will work with the City *to* determine the phasing requirements for the 5, 10, 15 and 20 year growth assumptions as well. Harris will compile the technical information received from the City into a Storm Drainage Master Plan report.

For Police, Fire, and General City Facilities the Harris Team will review the existing fee study and will meet with the City staff to obtain information related to Police, Fire and General Facilities. The Harris team will develop a methodology for calculating the fees for these facilities. Based on the methodology determined, the Harris Team will prepare a new Public

Facilities Master plan that will summarize the findings of this task. Each facility is described in more detail below:

- **Police** – Per the draft Policies and Operating Assumptions report, a new police station, jail and courthouse facilities were recently constructed with capacity to serve the planning period, Harris will obtain information related to the construction cost and size of these facilities from the City. Under Task 6.4, Harris will analyze the existing surplus of this facility in order to establish a fee to reimburse the City for construction of these facilities. The Harris team will determine the best methodology to use for distributing these costs to new development. Information related to the cost, size and description of these facilities will be incorporated in the project cost spreadsheets. The methodology for calculating the fees for the police facilities will be determined and incorporated into the Public Facilities Master Plan.
- **Fire** – The Fire Department is looking at the needs of fire facilities to serve new development in the City. Harris will coordinate with City staff to receive this information and will incorporate cost estimates into the CIP program templates. The appropriate division of the costs of this fire station will be examined under Task 6.3 to determine if the entire cost of the fire stations can be assigned to new development. The methodology for calculating the fees for the new fire facilities will be determined and incorporated into the Public Facilities Master Plan.
- **Electrical Utilities** – Harris will meet with the City's Electrical Utility Department and provide information related to the development assumptions for the City. The Electrical utility department will prepare sketches of the facilities needed to serve this new growth. Harris will coordinate with them regarding the phasing of the requirements to meet the 5, 10, 15, and 20 year planning horizons. Once the facilities are obtained, Harris will compile the detailed CIP cost estimates and to determine the appropriate split of the facilities' costs between existing and new development. The findings will be incorporated into the Public Facilities Master Plan.
- **General City Facilities** – Harris and GCG will review the existing fee program to determine what facilities are currently funded under this program. We will work with the City to determine the status of these projects and develop a list of any new projects needed to serve the City's needs under General Facilities. The methodology for determining the fee for new growth will be determined. The findings will be incorporated into the Public Facilities Master Plan.
- **Public Art Fee** - The Harris team will review the City's current Public Art Fee Policy and will analyze the methodology that may be used in calculating and collecting this fee. The Public Art Fee Policy will be updated if necessary to reflect any changes.
- **Streets/Transportation** – Fehr & Peers will complete the transportation master plan (TMP). The TMP will be the foundation of the nexus findings for the transportation impact fee. The TMP will document the capital improvements anticipated to be needed within each 5-year increment of land use growth, based on a rational process of evaluating expected transportation demand and identifying improvements needed to

maintain the City's desired Level of Service (LOS). This evaluation will provide the linkage necessary for the City to make the required AB1600 findings regarding the relationship between the need for the public facility and the development on which the fee is levied.

The documentation of existing conditions can primarily be based on work already completed for the General Plan and other recent planning studies. Fehr & Peers will coordinate with City staff on other potential sources of information about operations of the local street system. Based on current information, they may be able to establish that all major intersections are meeting the City's standard of LOS E or better, and thus there would be no existing deficiencies that would require special attention in the IMFP. The one corridor that may warrant further investigation is Kettleman Lane, which is historically Lodi's most heavily traveled arterial. The current scope of work does not anticipate the need to collect additional traffic count data, but we can provide that service if it is needed.

The new development that is anticipated is located in two general areas: south of Harney Lane, and west of Lower Sacramento Road. The General Plan found that much of the needed roadway improvements in Lodi were on the east-west corridors that provide cross-town connections (especially across SR 99), such as Harney Lane, Century Boulevard, and Kettleman Lane. These corridors will directly serve the anticipated new development areas. The goal of the TMP will be to identify which of those General Plan improvements will be needed during the 20-year planning horizon.

A stepped approach will be used to identify the capital improvements. The 20-year needs will be identified by incorporating the 20-year growth forecasts into the Lodi travel model, using the current roadway network (supplemented with any transportation improvements that are already fully funded and expected to be completed independent of future development), and conducting a model run to determine the nature and location of future deficiencies. The 20-year residential growth forecasts are quite similar to those we used for the recent Harney Lane interim improvements analysis. Based on those earlier results, we anticipate that the primary future deficiency is likely to be on Harney Lane itself, which would need to be widened from two to four lanes. We will look at the potential need for the Century Boulevard grade separation and widening to serve as a supplemental east-west corridor, but given the relatively low levels of forecasted new development, that improvement may not be needed in this timeframe.

In addition to the above analysis, we will consult with City staff to determine if there are other capital improvements that should be included in the 20-year transportation CIP. These might include signalization at some existing intersections that are expected to serve increased traffic volumes as a result of new growth, or implementing a signal coordination system along some corridors, or other projects. The results of this process will define the 20-year CIP for transportation improvements.

The number of new vehicle trips generated by the expected 20-year growth will be calculated and then compared to the existing and projected future volumes along Harney

Lane (and any other affected corridors identified through the CIP process described above), and an estimate of how many new trips can be generated before triggering the need for the major improvements will be made. Those results will then be compared to the incremental growth forecasts prepared by others to define which capital improvement projects are needed for the 5-year, 10-year, and 15-year planning horizons. The projects for all of the horizon years will be tabulated and mapped, and documentation prepared to describe the analytical process for identifying those projects. Together, this will constitute the phased TMP that will form the basis for the transportation IMFP.

- **Parks, Recreation, and Open Space** – Vallier Design Associates (VDA) will look at the total projected population of Lodi and confirm the amount of parks and open space required by apply the level of service (LOS) standard measured in acres per 1,000 people. The LOS standard acts as an allocation mechanism for the delivery of park land and basic recreation facilities throughout a community. From this number, VDA will determine the park land deficit, which is the difference between park land that is currently provided and what is required by the LOS standard calculation.

Next, VDA will determine the types of parks that will meet the park land demand based on the types of parks the City has, their locations, and facilities provided. There are a variety of park types that can help meet the park land demand. Each type is associated with a service area, the distance that park users can be expected to travel to reach a park of this type. Service areas are placement standards set by either the General Plan or “rule-of-thumb standards provided by the National Parks and Recreation Association that assist in locating facilities. VDA will review the existing park and open space facilities and their locations to determine underserved areas where new facilities should be placed and will determine from the placement, the types of facilities that should be provided to meet recreational needs. Once the locations, sizes, and program elements are determined for the proposed parks, VDA will prepare a typical site plan for each park type and a list of facilities for each site along with a detailed description and cost estimate for the proposed site improvements. In addition, VDA will evaluate existing facilities and determine required improvements to those sites along with associated costs for the renovations. VDA will work with the team to determine trigger points for implementation of site improvements at existing facilities and construction of new facilities.

Meetings with City staff and the Recreation Committee will be held under the project management task above in order to ensure that the City’s needs are being met with the planned facilities. Harris and VDA will work with the City to determine the split between neighborhood parks that the developers may build and receive credits for and larger, regional facilities for which the City will collect fees and construct. In addition, the use of joint-use drainage basins will be explored and the funding plan for these will be detailed.

Under this task, Harris will also develop the capital improvement project templates that will be used to estimate the cost for each of the infrastructure projects. These templates will be

provided to the City for approval prior to beginning the cost estimating process. The templates will be set up so that there is a link to a universal unit cost spreadsheet. This will allow unit costs to easily be updated or modified both now and in future updates.

Two meetings will be held during this time to review the facility layouts, infrastructure phasing, and LOS standards. A technical memorandum documenting the outcome of the meetings will be distributed to the team. These meetings are included in Task 1.4

Task 5 – Phasing Plan

Task 5.1 – Develop Phasing Plan

The Harris team, through coordination with City staff, will estimate development phasing in the City in 5-year planning horizons over the next 20 years. GCG will review and incorporate the growth policies set forth in the City's 2011 Growth Management Plan when developing the phasing plan. Based on the Harris team's development forecast, the inventory of current, entitled, and planned developments, input from the development community, and consideration of potential constraints regarding infrastructure phasing, the Harris team will develop a phasing plan. The phasing plan will be presented to the City at two workshops, which are included in Task 1.4. The phasing plan will be updated based on a consensus from all interested parties.

For the development phasing plans that are established, the infrastructure needs for each of those growth periods will be determined by the team made up of City staff, the City's technical consultants, and the Harris team. The phasing of the infrastructure for each period will be incorporated in the cash flow analysis.

Task 6 – Financing Plan

Task 6.1 – Define Financing Parameters

GCG will begin the financing plan analysis by reviewing the City's existing fee program. In particular, GCG will review all fee account revenues and expenditures to determine what facilities in the City's capital improvement plan have been fully or partially financed and what remaining fund balances can be applied to future facilities. GCG will also review existing development agreements and outstanding credits or reimbursements due to developers, since these may have an impact on the updated fee program. GCG will also work with City staff to determine whether alternate funding sources, such as federal, state, or Caltrans funding, exist for any facilities included in the fee program.

Task 6.2 – Identify Required Public Services and Facilities

Harris will compile a list of all the project identified in Task 4.1 above and prepare cost estimates for all the facilities. The CIP sheet prepared for each facility will discuss the timing of the project necessary to meet the City's LOS targets. Harris will compile maps of all the facilities as well.

Once development impact fees are calculated in Task 6.7, it may be necessary to review some of the projects and costs established during this task to work on ways to bring the fee to an acceptable amount.

Task 6.3 – Examine Existing Deficiencies

Harris will review the proposed projects and will work with City staff to identify projects that remedy existing deficiencies rather than provide new capacity. In addition, it is likely that there are projects for which part of the project serves to mitigate an existing deficiency but the other portion of the project is attributable to new growth. These splits will be determined and the funding from other sources will be clearly identified as separate from the fee program funding. A technical memorandum will be prepared that details the findings of this task.

Task 6.4 – Examine Existing Surpluses

Harris will review the proposed projects and will work with City staff to determine which projects create excess capacity. In other words, projects that create capacity that serves development beyond the current planning horizon will be identified. The split between the fee program funding and future funding will be calculated and the funding from future sources clearly identified. A technical memorandum will be prepared that details the findings of this task.

Task 6.5 – Develop Dwelling Unit Equivalent (DUE) Schedules

Harris will review the assumptions made in each of the master plans regarding demand factors and will put together a DUE schedule based on generation and demand rates. The DUE schedule forms the basis for the calculation of the fees and is a critical step in the process. A single-family home will be considered 1 DU and all other land uses will be based off their equivalent use compared to that single-family unit. Non-residential land use DUEs will be calculated based on the demand generated from 1,000 SF of building area as compared to that single-family unit.

Fehr & Peers will assist Harris with developing the DUE schedule for traffic. There may be interest in more refined trip generation techniques that are now available to account for the context of new development and its effect on transportation demand. For instance, a single-family dwelling with good pedestrian access to nearby retail opportunities and services can generate fewer vehicle trips than a similar house located in a residential subdivision with no such access or amenities. Accounting for these factors and translating them into reduced fees can help to incentivize higher-density, mixed-use, infill development that may achieve other City goals.

The spreadsheet and back-up methodology will be submitted to the City. In addition, Policy No. 6 for Wastewater capacity charges will be reviewed and updated.

Task 6.6 – Prepare Burden Analysis

Once Harris has identified all the required facilities and costs, GCG will calculate the preliminary fees. GCG will apply the DUE and demand factors to allocate a fair share portion of the costs to

each land use category. As part of this analysis, the Infill areas will be reviewed and a methodology for their fees will be determined. In conjunction with this preliminary fee calculation, GCG will conduct, with input from City staff, a fee comparison analysis that includes five cities. The comparison analysis will look at the complete fee burden, including funding from community facilities districts (CFDs) and assessment districts (ADs), for five cities and Lodi. A review of all fees and funding sources is the most valid approach since this will provide a true comparison of the fee burden. The comparison analysis will include regional, city, and school district impact fees, building and environmental fees, and funding from CFDs and ADs levied on a single family unit. The Harris team will present the preliminary fees and fee comparison analysis to City staff for discussion and comment.

Task 6.7 – Prepare Forecast of Development Impact Fees

GCG will develop a cash flow model that will incorporate all forecast growth, phased facilities costs, existing fee fund balances, and preliminary IMFP fees and other potential funding sources. The model will illustrate where future revenue shortfalls may occur and whether interfund borrowing can be used to close the funding gaps for priority projects. In some cases, interfund borrowing will not close the funding gap. In this case, the cash flow model will show when funding from other sources, such as developer equity, CFDs, or ADs, may be necessary. GCG will suggest solutions to mitigate all funding shortfalls and will run up to three cash flow iterations that show various options. The results of each cash flow iteration will be presented to City staff for comment. Based on comments from City staff, GCG will make the final calculation of the fees for the IFMP. It is assumed that two meetings with City staff will occur during this process. Those meetings are included in Task 1.4.

Task 6.8 – Adjust the Fee Level

Harris and GCG will discuss methodologies for resolving cash flow issues in order for new project infrastructure to be built at the time that it is needed. This task and Task 6.7 overlap each other and will be looked at in conjunction with one another,

Task 6.9 – Prepare Finance Plan Report

Harris and GCG will compile a technical memorandum that summarizes the facility plans and cash flow analysis into a finance plan report. The report will also include fees determined pursuant to recent changes in state law that require a methodology within a fee program to account for reducing a fee accordingly when development meets a set of specific “smart growth” characteristics. The Harris team will propose a methodology that would comply with the requirements set forth in Government Code section 66005.1 to calculate fees based on the reduced trips resulting from transit-oriented development. The updated fee report will include recommended guidelines for selection of projects that would be compliant with the law’s requirements and, therefore, be subject to the reduced fees.

The report will be in the form of a technical memorandum that includes maps, charts, and detailed summary tables of the facilities, costs, and the resulting impact fees. The draft report

will be presented to City staff for comment. Once comments are received, a final financing plan report will be provided to the City.

Task 7 – Administrative Draft, Draft, and Final Impact Fee Mitigation program Report

Task 7.1 – Prepare Administrative Draft and Draft IMFP

Harris and **GCG** will prepare the IMFP report which will incorporate all decisions, assumptions, methodologies and calculations made over the course of the project. Specifically, the report will (i) outline the nexus findings associated with calculation of the fees, (ii) provide information regarding the facilities and costs included in the calculation and the application of other funding sources, if any, (iii) identify the projections for future development that were used as a basis in calculating the fees, and (iv) identify any existing deficiencies and ensure that the cost of the facilities needed to eliminate the deficiency is not included in the fee calculation. The report will also identify the cost allocation methodology used to determine the fees and discuss the accounting, reporting, and administrative procedures that are required pursuant to the Mitigation Fee Act.

The following will be included in the **IMFP** Report:

- **Executive Summary and Introductory Sections** – this section will summarize the findings of the report, it will also describe the methodology of the report, it will include a general description of the City and the anticipated growth, it will discuss the IMFP development process, and it will include any other pertinent information that helps to define the project. Any maps, tables, or figures that help to better define this section will be included.
- **Technical Sections** – This section will include the technical reports and findings for water, wastewater, storm drainage, transportation, police, fire, parks, Electric and General Facilities. Each of the technical sections will include a description of the level of service standard, a summary table of the DUEs, a discussion of the methodology used to derive DUEs, the phased Capital Improvement Plan including trigger points, discussion of the planned facilities, discussion of the fee zones (if any), the AB1600 findings, and a map showing the facilities.
- **Finance Section** – This section will include a description of the financing parameters, a summary of the DUE schedules, an overview of the existing system deficiencies and surpluses, a discussion of the development impact fees including methods for updating the fees, anticipated absorption tables, and cash flow tables.

Once the administrative draft of the IMFP has been prepared, 10 hard copies and one electronic copy will be submitted to the City for review. The Harris team will hold workshops with City staff as needed to present the findings, It is anticipated that the first draft of the administrative report will be reviewed by Public Works. Any questions or issues will be addressed and a second

administrative draft will be prepared for review by other City departments. It is assumed that two workshops will be attended as part of this process.

After all comments on the administrative draft are received, a draft report will be produced. This report will be presented in workshops with City staff, landowners, developers, City Council, Recreation Commission, and the Budget Committee. These meetings are covered under Task 1.5 above.

After all comments have been received on the draft, the Harris team will respond to comments and will prepare the final draft IMFP. 25 copies of the final draft IMFP report and one electronic copy will be submitted to the City.

It is assumed that all meetings with the City and the development community are included in Task 1.4.

Task 7.2 – Prepare Final IMFP and Update Ordinance

Once all comments have been received, those comments will be incorporated into the final IMFP. Two copies (one photo-ready copy and one electronic copy) of the report will be submitted to the City. Harris and GCG will attend up to four council meetings as necessary to assist in the adoption of the IMFP. These meetings are included in Task 1.5.

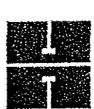
The Harris Team will also assist the City in the Review and update of their impact fee ordinance in accordance with the decisions made as part of this process.

City of Lodi
Development Impact Mitigation Fee Study
Scope of Work

Task	Harris & Associates					Goodwin Consulting Group					Fehr and Peers				Vallier Design Associates				Total	
	Project Director	Technical Advisor (PDS)	Project Manager	Project Engineer	Total	Principal-in-Charge	Project Manager	Vice President	Associate	Total	Principal	Associate	Project Engineer	Graphics/Admin Support	Total	Principal	Senior Landscape Architect	Project Landscape Architect		Total
	\$ 250	\$ 205	\$ 190	\$ 120		\$ 240	\$ 225	\$ 200	\$ 170		220	175	145	110		\$ 165	\$ 150	\$ 70		
Task 1 Project Management	2	37	150	44	\$ 11,865	44	77	22	11	\$ 34,165	24	8	4	10	\$ 8,245	14	8		\$ 5,350	\$ 87,810
1.1 Kick-off Meeting and Project Memorandum	2	2	16	8	\$ 4,810	2	5	4		\$ 2,405	6	4		2	\$ 2,240	2	10		\$ 330	\$ 9,885
1.2 Project Work Plan		2	8		\$ 1,930		4			\$ 900					\$ -				\$ -	\$ 2,830
1.3 Preparation of Monthly Progress Reports (Assumes 10 Months for Project Duration)			24		\$ 4,560					\$ -					\$ -				\$ -	\$ 4,560
1.4 Project Status Meetings and Meeting Minutes (Assumes 12 meetings)		12	60	12	\$ 15,300	14	40	10	5	\$ 15,210	12	4	4	2	\$ 4,020	6			\$ 890	\$ 35,520
1.5 Presentations to City Council, Planning Commission, Recreation Commission and Budget Committee (7 Meetings)		21	42	24	\$ 15,165	28	28	8	6	\$ 15,840	6	0	0	6	\$ 1,980	6	8		\$ 2,030	\$ 34,815
Task 2 Policies and Operating Assumptions Report	1	0	40	40	\$ 12,650	1	2	3	12	\$ 3,330	4	4	4	2	\$ 2,260				\$ -	\$ 18,240
2.1 Prepare a Policies and Operating Assumptions Report	1	0	40	40	\$ 12,650	1	2	3	12	\$ 3,330	4	4	4	2	\$ 2,260				\$ -	\$ 18,240
Task 3 Develop Land-Use Forecast	0	0	20	80	\$ 13,400	1	2	3	14	\$ 3,670	10	0	0	0	\$ -				\$ -	\$ 17,070
3.1 Assess Potential Fee Zone Geography			8	40	\$ 6,320					\$ -					\$ -				\$ -	\$ 6,320
3.2 Inventory Approved and Proposed Development Projects			8	40	\$ 6,320					\$ -					\$ -				\$ -	\$ 6,320
3.3 Prepare Citywide Development Forecasts			2		\$ 380	1	1	1	4	\$ 1,345					\$ -				\$ -	\$ 1,725
3.4 Prepare Growth Forecast			2		\$ 380		1	2	10	\$ 2,925					\$ -				\$ -	\$ 2,705
Task 4 Master Plan Documents/Capital Improvement Plans	0	10	340	400	\$ 116,900		14	2	20	\$ 6,950	12	8	80	24	\$ 15,880	66	40	60	\$ 20,290	\$ 169,020
4.1 Coordinate Master Plan Documents/Capital Improvement Plans					\$ -					\$ -					\$ -				\$ -	\$ -
Water	1	1	40	40	\$ 12,855					\$ -					\$ -				\$ -	\$ 12,855
Wastewater	1	1	40	40	\$ 15,005					\$ -					\$ -				\$ -	\$ 15,005
Storm Drainage	1	1	40	40	\$ 12,605					\$ -					\$ -				\$ -	\$ 12,605
Police	1	1	24	24	\$ 7,645			4	4	\$ 1,580					\$ -				\$ -	\$ 9,225
Fire	1	1	24	24	\$ 7,645			4	4	\$ 1,580					\$ -				\$ -	\$ 9,225
Electrical Utilities	1	1	40	100	\$ 23,855					\$ -					\$ -				\$ -	\$ 23,855
General City Facilities	1	1	40	40	\$ 12,855			4	4	\$ 1,580					\$ -				\$ -	\$ 14,435
Public Art Fee	1	1	24	16	\$ 6,935			2	8	\$ 2,210					\$ -				\$ -	\$ 11,775
Transportation	1	1	24	16	\$ 6,935					\$ -	12	8	80	24	\$ 15,880				\$ -	\$ 22,815
Parks, Recreation and Open Space	1	1	24	16	\$ 6,935					\$ -					\$ -	66	40	60	\$ 20,290	\$ 27,225
Task 5 Phasing Plan	0	0	40	60	\$ 14,800	2	3	3	14	\$ 4,135	0	0	0	0	\$ -	20	0	0	\$ -	\$ 18,935
5.1 Develop Phasing Plan	0	0	40	60	\$ 14,800	2	3	3	14	\$ 4,135	0	0	0	0	\$ -	20	0	0	\$ -	\$ 18,935
Task 6 Prepare Financing Plan	2	14	426	162	\$ 45,550	3	27	42	165	\$ 42,955	4	4	12	8	\$ 3,840	0	0	0	\$ -	\$ 92,775
6.1 Define Financing Parameters					\$ -	2	3	4	15	\$ 4,505					\$ -				\$ -	\$ 4,505
6.2 Identify Required Public Services and Facilities		4	40	80	\$ 18,020					\$ -					\$ -				\$ -	\$ 18,020
6.3 Examine Existing Deficiencies		2	16	20	\$ 5,850					\$ -					\$ -				\$ -	\$ 5,850
6.4 Examine Existing Surpluses		2	16	20	\$ 5,850					\$ -					\$ -				\$ -	\$ 5,850
6.5 Develop Dwelling Unit Equivalent (DUE) Schedule		2	16	8	\$ 4,410					\$ -	4	4	12	8	\$ 3,840				\$ -	\$ 8,250
6.6 Prepare Burden Analysis			16		\$ 3,040	3	11	20	89	\$ 22,325					\$ -				\$ -	\$ 25,365
6.7 Prepare Forecast of Development Impact Fees			2		\$ 380	2	10	15	40	\$ 12,530					\$ -				\$ -	\$ 12,910
6.8 Adjust the Fee Level			4		\$ 760					\$ -					\$ -				\$ -	\$ 760
6.9 Prepare Finance Plan Report	2	4	16	24	\$ 7,240	2	3	3	11	\$ 3,625					\$ -				\$ -	\$ 10,865
Task 7 Prepare Admin Draft, Draft and Final IMFP	4	40	70	160	\$ 34,560	8	12	22	55	\$ 18,090	0	0	0	0	\$ -	0	0	0	\$ -	\$ 62,440
7.1 Prepare Admin Draft IMFP	2	6	40	120	\$ 23,730	4	6	19	40	\$ 13,360					\$ -				\$ -	\$ 37,090
7.2 Prepare Final IMFP and Update Ordinance	2	4	30	30	\$ 10,820	4	4	4	15	\$ 4,730					\$ -				\$ -	\$ 15,350
Other Expenses	0	0	0	0	\$ 2,500	0	0	0	0	\$ 1,500	0	0	0	0	\$ 1,500	0	0	0	\$ -	\$ 5,500
Reimbursable Expenses					\$ 2,500					\$ 1,500					\$ 1,500				\$ -	\$ 5,500
Total:	14	71	786	926	\$ 281,015	63	137	98	281	\$ 114,815	44	24	100	44	\$ 31,720	80	48	60	\$ 23,640	\$ 451,180

Notes:

1. All meetings are assumed to be covered under Task 1. The scope for Harris & GCG assumes attendance at 10 meetings with the City plus attendance at 7 public meetings where presentations will be given. The scope for VDA and F&P assumes attendance at 3 meetings with the City and attendance at 1 public meeting.
3. Under Task 7, 5 submittals of the IMFP is assumed. This includes 2 versions of the administrative draft, draft, final draft and final report.
4. Assumes the only additional technical analysis needed to complete the master planning work is for parks and traffic. Harris will use the City's technical analysis to help compile the master plans reports for water, wastewater, storm drainage and the electrical utility. Harris & GCG will prepare the master plans for police, fire, and general city facilities.
5. An allowance for reimbursable expenses has been made in accordance with the assumptions in the scope of work. Should additional copies of reports be needed, the cost will be direct billed to the Client.



Harris & AssociatesSM

*Shaping the Future, One Project at a Time*SM

**EXHIBIT B
RANGE OF HOURLY RATES:
ALL EMPLOYEES**

Effective January 1 – December 31, 2011

<u>ENGINEERING DESIGN AND CONSULTING SERVICES GROUPS</u>	<u>HOURLY RATE</u>
Project Directors	\$190-260
Project Managers	150-260
Project Engineers	125-195
Technical Support	75-130
Administration	65-95

<u>CONSTRUCTION / PROGRAM MANAGEMENT</u>	<u>HOURLY RATE</u>
Project Directors	\$190-260
Project Managers	150-260
Construction Managers	125-200
Resident Engineers	150-200
Construction Engineers	110-200
Scheduling Engineers	110-190
Cost Engineers	110-190
Inspectors *	100-160
Technicians	90-160
Administration	65-95

Notes: Rates are subject to adjustment due to promotions during the effective period of this schedule. A new rate schedule will become effective January 1, 2012 and on the 1st of January every year thereafter. Unless otherwise indicated in the cost proposal, hourly rates include most indirect costs, such as equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

* Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

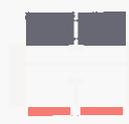
CITY OF LODI

221 West Pine Street, P.O. Box 3006, Lodi, California, 95241-1910

INSTRUCTIONS/REQUIREMENTS FOR INSURANCE COVERAGE

1. All contractors/developers who have contracts or agreements with the City are required to carry general liability/automobile insurance.
2. A duplicate or certificate of insurance shall be delivered to the City prior to starting any work on a project.
3. Each certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi notice 30 days prior to the cancellation or reduction in coverage of any policy.
4. The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.
5. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.
6. The CITY OF LODI, ITS ELECTED AND APPOINTED BOARDS, COMMISSIONS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS must be named as additional insured on an endorsement attached to the certificate of insurance. (THE CITY OF LODI, ITS ELECTED AND APPOINTED BOARDS, COMMISSIONS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS MUST BE NAMED AS AN ADDITIONAL INSURED IN THE POLICY)
7. Both the street address and the post office box of the CITY OF LODI must be shown along with Number 6 above: 221 West Pine Street, P.O. Box 3006, Lodi, California, 95241-1910.
8. In addition to the additional named insured endorsement on the policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."
9. The minimum limits of such insurance shall be \$1,000,000 Bodily Injury each occurrence/aggregate, \$1,000,000 Property Damage each occurrence/aggregate, or \$1,000,000 combined single limit.
Automobile insurance \$1,000,000:
Contractors must carry automobile insurance;
Developers must carry auto insurance only if their vehicles are used on site.
10. If the limits of coverage are not the amounts specified in Number 9 above, and/or if the City is not named as an additional insured on the attachment to the certificate of insurance, and/or if the primary insurance endorsement is not attached, the City will not accept the certificate and a corrected certificate must be furnished to the City.
11. Contractor/Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claim period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
12. "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.
13. No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the Public Works Department. **Please be sure your insurance company sends this certificate to the attention of the Public Works Department.**



Harris & Associates^{INC.}
Shaping the Future, One Project at a TimeSM

April 4, 2012

Wally Sandelin
City Engineer
Public Works Department
221 West Pine Street
Lodi, CA 95241-1910

SUBJECT: Proposed Amendment 1
IMFP Update

Dear Wally,

This letter serves as a request for a contract amendment in the amount of \$30,000 for the "Update of the Impact Mitigation Fee Program" dated March 29, 2011 between the City of Lodi and Harris and Associates, Inc. The amended scope of work and budget are attached.

The change in scope increases the fee for the project by \$30,000. Table 1 shows a detailed breakdown of the hours and costs for the contract amendment. Incorporation of the amendment will increase the total budget from \$451,190 to \$481,190.

Over the past 12 months, we have been working diligently with the building and development community to build consensus on the structure and scope of the fee program. This has resulted in significant additional and unanticipated work and delay to develop the final fees for water, wastewater, storm drainage, parks, transportation, and electric. In addition, preparation of a new Bike Master Plan has been added to the program. Some of the changes requested by the City include:

1. Additional meetings and project management services
2. Additional cost estimating associated with changing project descriptions and program scope
3. Additional analysis resulting from changes to the program scope in the areas of water, wastewater, storm drainage, parks, transportation and electric.
4. Updating the master plans to be consistent with the changes to the scope of the fee program and adding the Bike Master Plan.

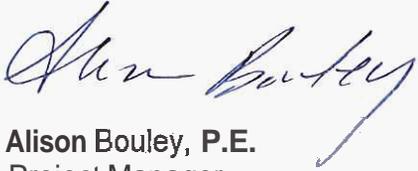
In order to complete these tasks, we request an amendment of \$30,000 for our team (Harris and Goodwin), which we estimate would be sufficient to complete the project. The following assumptions were made in determining the amount of this amendment:

- Four additional stakeholder meetings.
- No further/additional changes to the fees or methodology
- Two additional rounds of edits to the IMFP document
- One additional round of edits on the Master Plans (beyond the City's first set of edits).
- Completion of our work and adoption of the fee program in August 2012

Except as specifically modified by this amendment, all terms and conditions of the original agreement between the City and Harris and Associates remain in effect. Additional services will be billed on a time and materials basis with a not to exceed amount of \$30,000.

Please feel free to email me at abouley@harris-assoc.com or call me at 209.833.3310 if you have any questions.

Sincerely,



Alison Bouley, P.E.
Project Manager



Bob Guletz, P.E.
Project Director



Table 1 - Amended Exhibit B Estimated Work Effort and Cost

City of Lodi
IMFP Update



Task No.	Task Description	Harris & Associates		Goodwin Consulting		Total Cost
		Project Manager	Project Engineer	Project Manager	Associate	
8	Modifications to Impact Fee Program					
	Modify Storm Drainage Fee Calculations	4	6	4	4	\$ 3,060
	Modify Parks costs, calculations and study	4	6	4	4	\$ 3,060
	Modify traffic Costs and fees	4	4	4	4	\$ 2,820
	Review water methodology and update fees and studies	12	12	8	8	\$ 6,880
	Review wastewater methodology and update fees and studies	12	12	8	8	\$ 6,880
	Additional Meetings and Project management	12	8	12	8	\$ 7,300
	Total Amendment					\$ 30,000

RESOLUTION NO. 2012-39

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT FOR
DEVELOPMENT IMPACT MITIGATION FEE PROGRAM
UPDATE AND FURTHER APPROPRIATING FUNDS

WHEREAS, on March 16, 2012, City Council approved a professional services agreement with Harris and Associates in the amount of \$451,190 to update the Development Impact Mitigation Fee Program pursuant to adoption of the 2010 General Plan; and

WHEREAS, over the past 24 months, the project team has diligently worked with the building and development community to build consensus on the structure and scope of the fee program, resulting in significant additional and unanticipated work and delay to develop the final fees for water, wastewater, storm drainage, parks, transportation, and electric. In addition, preparation of a new Bike Master Plan has been added to the program; and

WHEREAS, staff recommends executing an amendment to the professional services agreement for the Development Impact Mitigation Fee Program with Harris and Associates in the amount of \$30,000 and appropriating funds in the amount of \$50,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the professional services agreement for Development Impact Mitigation Fee Program update with Harris and Associates, of Tracy, California, in the amount of \$30,000; and

BE IT FURTHER RESOLVED that funds in the amount of \$50,000 be appropriated from Measure K Bicycle Program Non-Competitive funds.

Dated: April 18, 2012

I hereby certify that Resolution No. 2012-39 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 18, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Nakanishi, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Katakian

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk