



PINOLE CITY COUNCIL AGENDA

TUESDAY
FEBRUARY 18, 2020

PLEASE NOTE EARLY START TIME

5:30 P.M.

2131 Pear Street, Pinole, California

Roy Swearingen, Mayor
Norma Martinez-Rubin, Council Member
Peter Murray, Council Member
Vincent Salimi, Council Member
Anthony Tave, Council Member

Public Comment: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction subject to the rules of decorum described in Council Resolution 2019-03. If you wish to address the City Council, please complete the gold card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters **not** listed on the agenda during Citizens to be Heard, Agenda Item 5.

Americans With Disabilities Act: In compliance with the Americans With Disabilities Act of 1990, if you need special assistance to participate in a City Meeting or you need a copy of the agenda, or the agenda packet in an appropriate alternative format, please contact the City Clerk's Office at (510) 724-8928. Notification at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service. Assisted listening devices are available at this meeting. Ask the City Clerk if you desire to use this device.

Note: Staff reports are available for inspection at the Office of the City Clerk, City Hall, 2131 Pear Street during regular business hours, 8:00 a.m. to 4:30 p.m. Monday – Thursday, and on the City Website at www.ci.pinole.ca.us. You may also contact the City Clerk via e-mail at hiopu@ci.pinole.ca.us

COUNCIL MEETINGS ARE TELEVISED LIVE ON CHANNEL 26. They are retelecast the following Thursday at 6:00 p.m. The Community TV Channel 26 schedule is published on the city's website at www.ci.pinole.ca.us. City Council meetings are video-streamed live on the City's website, and remain archived on the site for five (5) years.

Ralph M. Brown Act. Gov. Code § 54950. *In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly. The people of this State do not yield their sovereignty to the agencies, which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.*

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

2. ROLL CALL, CITY CLERK'S REPORT & STATEMENT OF CONFLICT

An official who has a conflict must, prior to consideration of the decision: (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself /herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov't Code § 87105.

3. CONVENE TO A CLOSED SESSION

Citizens may address the Council regarding a Closed Session item prior to the Council adjourning into the Closed Session, by first providing a speaker card to the City Clerk.

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa

Employee organizations: PPEA & IAFF

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Gov. Code § 54956.8

Property: 401-162-003 (Bank); 401-162-001 (Corner); 401-142-010 (Blackies); 401-142-011 (Collins); 402-166-030 (811 San Pablo Avenue); 402-230-015, 402-230-016, 402-230-017, 402-230-018, 402-230-020 and 402-230-022 (Pinole Shores II)

Agency negotiator: City Manager Murray, Assistant City Manager Hector De La Rosa

Under negotiation: Price and terms

4. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION

5. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes, and is subject to modification by the Mayor. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting.

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Honoring Pinole Firefighter of the Year, Eric Holt

B. Presentations / Recognitions

7. CONSENT CALENDAR

All matters under the Consent Calendar are considered to be routine and noncontroversial. These items will be enacted by one motion and without discussion. If, however, any interested party or Council member(s) wishes to comment on an item, they may do so before action is taken on the Consent

Calendar. Following comments, if a Council member wishes to discuss an item, it will be removed from the Consent Calendar and taken up in order after adoption of the Consent Calendar.

- A. Approve the Minutes of the Meeting of February 4, 2020
- B. Receive the February 1, 2020 – February 14, 2020 List of Warrants in the Amount of \$212,836.31 and the February 7, 2020 Payroll in the Amount of \$415,880.72
- C. Approve A Letter To Designate Andrew Murray To Serve As The Authorized Representative For The State Revolving Fund Loan For The Pinole-Hercules Water Pollution Control Upgrade Project [Action: Adopt Resolution per Staff Recommendation (T. Miller)]
- D. Professional Services Agreement For Preliminary Engineering Services To Advance The San Pablo Avenue Bridge Replacement Over BNSF Railroad Project [Action: Award Contract and Adopt Resolution per Staff Recommendation (T. Miller)]
- E. Declare The Listed Property As Surplus And Designate A Purchasing Officer To Dispose Of The Listed Property In Accordance With The Procurement Policy [Action: Adopt Resolution per Staff Recommendation (T. Miller)]

8. PUBLIC HEARINGS

Citizens wishing to speak regarding a Public Hearing item should fill out a speaker card prior to the completion of the presentation, by first providing a speaker card to the City Clerk. An official who engaged in an ex parte communication that is the subject of a Public Hearing must disclose the communication on the record prior to the start of the Public Hearing.

NONE

9. OLD BUSINESS

- A. Adoption Of The City Of Pinole Strategic Plan 2020 – 2025 [Action: Adopt Resolution per Staff Recommendation (A. Murray)]

10. NEW BUSINESS

- A. Receive and Review the FY 2019-20 Mid-Year Financial Report and Approve Budget Adjustments [Action: Receive Report and Adopt Resolution per Staff Recommendation (A. Miller)]

11. REPORTS & COMMUNICATIONS

- A. Mayor Report
 - 1. Announcements
- B. Mayoral & Council Appointments
- C. City Council Committee Reports & Communications
- D. Council Requests For Future Agenda Items

E. City Manager Report / Department Staff

F. City Attorney Report

12. ADJOURNMENT to the Special City Council Meeting of February 25, 2020 In Remembrance of Amber Swartz.

I hereby certify under the laws of the State of California that the foregoing Agenda was posted on the bulletin board at the main entrance of Pinole City Hall, 2131 Pear Street Pinole, CA, and on the City's website, not less than 72 hours prior to the meeting date set forth on this agenda.

POSTED: February 13, 2020 at 4:00 P.M.

Heather Iopu, CMC
City Clerk

**CITY COUNCIL MEETING
MINUTES
February 4, 2020**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

The City Council Meeting was held in the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Swearingen called the Regular Meeting of the City Council to order **6:00** p.m. and led the Pledge of Allegiance.

2. ROLL CALL, CITY CLERK'S REPORT & STATEMENT OF CONFLICT

A. COUNCILMEMBERS PRESENT

Roy Swearingen, Mayor
Norma Martinez-Rubin, Mayor Pro Tem
Peter Murray, Councilmember
Vincent Salimi, Councilmember
Anthony Tave, Councilmember

B. STAFF PRESENT

Andrew Murray, City Manager
Hector De La Rosa, Assistant City Manager
Heather Iopu, City Clerk
Eric Casher, City Attorney
Alex Mog, Assistant City Attorney
Tamara Miller, Development Services Director/City Engineer
Chris Wynkoop, Fire Chief

City Clerk Iopu announced the agenda was posted on January 30, 2020 at 4:00 p.m. All legally required notice was provided.

Following an inquiry to the Council, the Council reported there were no conflicts with any items on the agenda.

3. CONVENE TO A CLOSED SESSION

Citizens may address the Council regarding a Closed Session item prior to the Council adjourning into the Closed Session, by first providing a speaker card to the City Clerk.

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa

Employee organizations: PPEA & IAFF

4. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION

Mayor Swearingen reconvened the meeting at 7:12 p.m. There was no reportable action from the Closed Session.

5. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes, and is subject to modification by the Mayor. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting.

The following speakers addressed the City Council:

Ivette Ricco, resident of Pinole, announced an upcoming event for Pinole for Fair Government on Friday, February 7, 2020.

Rafael Menis, resident of Pinole, spoke regarding voter registration for the March Primary Election. Encouraged members of the public to register to vote.

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Recognizing Pinole Valley High School Water Polo Team

Mayor Murray read the proclamation and presented it to the High School Water Polo Team. Coach Ulversoy made comments thanking Council and recognizing the team and other coaches for the season's success.

2. Honoring Pinole Firefighter of the Year, Eric Holt

This item was continued to the February 18, 2020 regular meeting.

3. Honoring Pinole Police Officer of the Year, Jonathan Porter

Mayor Murray read the proclamation and presented it to the Officer of the Year, Johnathan Porter.

Officer Porter thanked the Council for the proclamation.

B. Presentations / Recognitions

None.

7. CONSENT CALENDAR

All matters under the Consent Calendar are considered to be routine and noncontroversial. These items will be enacted by one motion and without discussion. If, however, any interested party or Council member(s) wishes to comment on an item, they may do so before action is taken on the Consent Calendar. Following comments, if a Council member wishes to discuss an item, it will be removed from the Consent Calendar and taken up in order after adoption of the Consent Calendar.

The following speaker addressed the City Council:

Rafael Menis, resident of Pinole, spoke regarding Item 7C asked questions of staff regarding the details of the administrative review process.

- A. Approve the Minutes of the Meeting of January 21, 2020
- B. Receive the January 18, 2020 – January 31, 2020 List of Warrants in the Amount of \$272,194.19 and the January 24, 2020 Payroll in the Amount of \$416,231.83
- D. Receive the Quarterly Investment Report for the Quarter Ending December 31, 2019 [**Action: Receive and File Report (A. Miller)**]
- E. Resolution Approving City Manager Andrew Murray's Residence Outside Of The City Of Pinole [**Action: Adopt Resolution per Staff Recommendation (Casher)**]
- F. Authorize Revised Response To Grand Jury Report No. 1907, "Stormwater Trash Reduction" [**Action: Authorize Mayor to Sign Revised Response (T. Miller)**]
- G. Declare The Listed Property As Surplus And Designate A Purchasing Officer To Dispose Of The Listed Property In Accordance With The Procurement Policy (**T. Miller**)

ACTION: Motion by Council Members Swearingen/Martinez-Rubin to approve Consent Calendar Items A, B, D, E, F, G.

Vote:	Passed	5-0
	Ayes:	Swearingen, Martinez-Rubin, Murray, Salimi, Tave
	Noes:	None
	Abstain:	None
	Absent:	None

Council member Tave pulled Agenda Item 7C for further discussion.

- A. Ordinance Amending The Pinole Zoning Code To Change The Approval Authority For Design Review Of Single Family Homes [**Action: Adopt Ordinance on Second Reading (Casher)**]

Discussion of the staff report for Agenda Item 7C. Council members asked questions of staff regarding the ordinance language. Council member Tave suggested a language clarification be included in the final version of the ordinance.

ACTION: Motion by Council Members Murray/Salimi to approve Consent Calendar Item 7C, as amended.

Vote:	Passed	5-0
	Ayes:	Swearingen, Martinez-Rubin, Murray, Salimi
	Noes:	Tave
	Abstain:	None
	Absent:	None

8. PUBLIC HEARINGS

Citizens wishing to speak regarding a Public Hearing item should fill out a speaker card prior to the completion of the presentation, by first providing a speaker card to the City Clerk. An official who engaged in an ex parte communication that is the subject of a Public Hearing must disclose the communication on the record prior to the start of the Public Hearing.

9. OLD BUSINESS

None.

10. NEW BUSINESS

None.

11. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor Swearingen reported attendance at the West County Mayor's Conference and its discussion held regarding continued work on getting an emergency healthcare facility in West County.

Reported attendance at WCCTAC meeting. Gave summary of topics of discussion: ZipCar program, Express buses, increased ferry service.

A. Mayoral & Council Appointments

None

C. City Council Committee Reports & Communications

Council member Tave reported attendance at CA League of Cities policy committee meeting. Gave summary of discussion topics.

Mayor Pro Tem Martinez-Rubin announced attendance at the CA League of Cities Revenue and Taxation Policy Committee, Contra Costa County Census 2020 Steering Committee and League of CA Cities East Bay Division Legislative Kick Off Meeting. Summarized discussion topics.

Announced upcoming ABAG meeting to discuss housing issues and budget adjustments to address current needs.

D. Council Requests For Future Agenda Items

Council member Tave requested a presentation by BART to provide a status update on issues related to Pinole. Consensus given.

Mayor Pro Tem Martinez–Rubin requested a future agenda item for discussion of SB 54 and AB 1080 to address pollution and waste. Consensus given.

Council member Murray requested an update report from staff on De Vita project and Bay Front Park and renewal of park.

Council member Murray requested a future agenda item to discuss AA state funds for issues of climate change that may affect Pinole in the future. Consensus given.

Mayor Swearingen requested a future agenda item for CalTrans to make a presentation regarding metering lights and other issues concerning Pinole. Consensus given.

E. City Manager Report / Department Staff

City Clerk Iopu announced information for the upcoming March 3, 2020 Presidential Primary Election. Ballot boxes at City Hall now available for Vote by Mail voters.

F. City Attorney Report

City Attorney Casher announced the Special Meeting of February 25th to discuss the issue of Charter City.

12. ADJOURNMENT to the Regular City Council Meeting of February 18, 2020 In Remembrance of Amber Swartz.

At 8:33 p.m., Mayor adjourned to the Regular City Council Meeting of February 18, 2020 In Remembrance of Amber Swartz

Submitted by:

Heather Iopu, CMC
City Clerk



City of Pinole, CA

WARRANT LISTING

By Vendor Name

Payment Dates 02/01/2020 - 02/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J1909A17-RV	93164	02/07/2020	212-461-42101	ON-CALL BLDG DEPT SVCS SEP 1-30M 19 REMAINING BAL	90.00
				Vendor 4LE00 - 4LEAF, INC. Total:	90.00
Vendor: EUG00 - ALEX EUGENIO					
20720	93213	02/14/2020	209-552-43804	VALENTINE'S DAY LUNCHEON ENTERTAINMENT	150.00
				Vendor EUG00 - ALEX EUGENIO Total:	150.00
Vendor: AME52 - AMERICAN MESSAGING SERVICE, LLC					
W4102378UB	93214	02/14/2020	100-231-43101	SERVICE FROM 1/01- 2/29/20	53.81
				Vendor AME52 - AMERICAN MESSAGING SERVICE, LLC Total:	53.81
Vendor: AME47 - AMERINATIONAL COMMUNITY SERVICES, INC.					
20-00002	93165	02/07/2020	285-464-42101	MONTHLY SERVICE FEE	116.10
20-00002	93165	02/07/2020	750-463-42101	MONTHLY SERVICE FEE	61.15
20-00086	93215	02/14/2020	285-464-42101	MONTHLY SERVICE FEE	116.10
20-00086	93215	02/14/2020	750-463-42101	MONTHLY SERVICE FEE	61.15
				Vendor AME47 - AMERINATIONAL COMMUNITY SERVICES, INC. Total:	354.50
Vendor: ARA01 - ARAMARK UNIFORM SERVICES					
704656387	93216	02/14/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704727911	93216	02/14/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704738057	93216	02/14/2020	209-552-43804	KITCHEN- SC	222.37
704748287	93216	02/14/2020	209-552-43804	KITCHEN- SC	189.77
704748288	93216	02/14/2020	100-343-44410	SAFETY CLOTHING- PW	231.61
704748293	93216	02/14/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704758580	93216	02/14/2020	209-552-43804	KITCHEN- SC	189.77
704758581	93216	02/14/2020	100-343-44410	SAFETY CLOTHING- PW	231.61
704768870	93216	02/14/2020	209-552-43804	KITCHEN- SC	189.77
704768871	93216	02/14/2020	100-343-44410	SAFETY CLOTHING- PW	346.23
704779209	93216	02/14/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
JAN 31 20-3900	93216	02/14/2020	100-231-44410	MONTHLY STATEMENT- FIRE	344.58
JAN 31 20-4719	93216	02/14/2020	500-641-44410	MONTHLY STATEMENT- WPCP	1,569.60
				Vendor ARA01 - ARAMARK UNIFORM SERVICES Total:	3,533.35
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
71513	93217	02/14/2020	209-559-42108	KEY DUPLICATE	61.09
				Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:	61.09
Vendor: BAX00 - BADGE FRAME, INC.					
458663	93166	02/07/2020	100-222-42514	ENGRAVED PLATES- PD	32.18
				Vendor BAX00 - BADGE FRAME, INC. Total:	32.18
Vendor: BAR40 - BARRY EVANS STUDIO					
9569	93218	02/14/2020	100-222-42201	PRINTING SERVICES- PD	54.63
				Vendor BAR40 - BARRY EVANS STUDIO Total:	54.63
Vendor: BAS17 - BASIC					
20-509344	93167	02/07/2020	100-116-42101	2020 RENEWAL FEES JAN - DEC 2020	490.00
				Vendor BAS17 - BASIC Total:	490.00
Vendor: BAY04 - BAY AREA BARRICADE SVC.					
0009975	93168	02/07/2020	200-342-42514	PARTS/TOOLS/SUPPLIES	382.36
				Vendor BAY04 - BAY AREA BARRICADE SVC. Total:	382.36
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
0001238681	93219	02/14/2020	212-461-42514	CLASSIFIED ADVERTISING	163.80
				Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:	163.80

WARRANT LISTING

Payment Dates: 02/01/2020 - 02/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1654 - BRINK'S INCORPORATED					
3117906	93220	02/14/2020	100-115-42101	TRANSPORTATION 1/01-1/31/20	17.52
Vendor 1654 - BRINK'S INCORPORATED Total:					17.52
Vendor: 1780 - CALIFORNIA CHAMBER OF COMMERCE					
11414037	93169	02/07/2020	100-116-42514	2020 CA LABOR LEGAL POSTINGS CID: 480861	530.32
Vendor 1780 - CALIFORNIA CHAMBER OF COMMERCE Total:					530.32
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000015938642	93221	02/14/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30 2017 ID 674	86,881.75
100000015938652	93221	02/14/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30 2017 ID 675	94,233.76
100000015938660	93221	02/14/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30 2017 ID 25717	267.55
100000015938663	93221	02/14/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30 2017 ID 27205	194.74
10000015938656	93221	02/14/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30 2017 ID 25716	153.20
Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:					181,731.00
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
606198	93170	02/07/2020	500-641-44305	LAB SUPPLIES- TP	1,625.80
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					1,625.80
Vendor: CCP03 - CCP INDUSTRIES					
IN02454130	93171	02/07/2020	500-641-44410	SAFETY CLOTHING- TP	381.29
IN02467584	93222	02/14/2020	100-343-42108	SUPPLIES- PW	103.98
Vendor CCP03 - CCP INDUSTRIES Total:					485.27
Vendor: 1789 - CHIPOTLE MEXICAN GRILL #1505					
21420	93223	02/14/2020	100-000-31510	OVERPAYMENT OF 2020 BL RENEWAL	1.00
Vendor 1789 - CHIPOTLE MEXICAN GRILL #1505 Total:					1.00
Vendor: CON16 - CITY OF CONCORD					
82369	93172	02/07/2020	100-222-42201	PRINTING SERVICES- PD	63.19
Vendor CON16 - CITY OF CONCORD Total:					63.19
Vendor: CIT14 - CITY OF WALNUT CREEK					
2020	93224	02/14/2020	100-111-42401	2020 ANNUAL FEES FOR PUBLIC MANAGER'S ASSOCIATION	510.00
Vendor CIT14 - CITY OF WALNUT CREEK Total:					510.00
Vendor: COL02 - COLE-PARMER INSTRUMENT CO					
2142509	93173	02/07/2020	500-641-42101	SUPPLIES- TP	372.77
Vendor COL02 - COLE-PARMER INSTRUMENT CO Total:					372.77
Vendor: COM20 - COMCAST					
FEB 01 20-3450	93225	02/14/2020	215-341-43101	I-80 MOBILITY PROJECT 2/5- 3/04/20	236.24
Vendor COM20 - COMCAST Total:					236.24
Vendor: CON56 - CONCENTRA MEDICAL CENTERS					
66909331	93226	02/14/2020	100-221-42101	PROFESSIONAL SERVICES	774.50
Vendor CON56 - CONCENTRA MEDICAL CENTERS Total:					774.50
Vendor: CON93 - CONCORD UNIFORMS LLC					
16480	93227	02/14/2020	722-20431	EXPLORER UNIFORM	81.51
Vendor CON93 - CONCORD UNIFORMS LLC Total:					81.51
Vendor: CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT					
702826	93174	02/07/2020	100-343-42101	TRAFFIC SIGNAL MAINTENANCE CHARGES NOV 2019	11,302.32
Vendor CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT Total:					11,302.32

WARRANT LISTING

Payment Dates: 02/01/2020 - 02/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: CON26 - CONTRA COSTA HEALTH SERVICES					
IN0233866	93176	02/07/2020	209-554-42108	PRODUCTION KITCHEN HEALTH PERMIT 2020/21	1,052.00
INV0231077	93175	02/07/2020	209-552-42514	MUNICIPAL POOL/SNACK BAR PERMIT FOR 2020/21	1,866.00
Vendor CON26 - CONTRA COSTA HEALTH SERVICES Total:					2,918.00
Vendor: COR09 - CORNERSTONE EARTH GROUP, INC.					
15020	93177	02/07/2020	106-345-47203	FERNANDEZ PARK RESTROOM PROJECT	1,826.50
Vendor COR09 - CORNERSTONE EARTH GROUP, INC. Total:					1,826.50
Vendor: CSG01 - CSG CONSULTANTS INC.					
28866	93228	02/14/2020	212-461-42101	INTERIM PLANNING MANAGER SERVICES TO 12/27/19	8,093.75
28873	93228	02/14/2020	212-462-42101	IN HOUSE BUILDING SERVICES TO 12/27/19	11,352.50
B191631	93228	02/14/2020	212-462-42101	BUILDING PLAN REVIEW SERVICES 12/1- 12/31/19	270.00
Vendor CSG01 - CSG CONSULTANTS INC. Total:					19,716.25
Vendor: BRO19 - DENISE BROWN					
20720	93229	02/14/2020	209-20015	GIFT SHOP SENIOR CENTER	60.00
Vendor BRO19 - DENISE BROWN Total:					60.00
Vendor: DFM01 - DFM ASSOCIATES					
21120	93230	02/14/2020	100-112-42514	2020 ELECTIONS CODE BINDER	73.20
Vendor DFM01 - DFM ASSOCIATES Total:					73.20
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
83382359	93231	02/14/2020	100-10602	DIESEL FOR FIRE STATION	1,828.79
83404169	93231	02/14/2020	100-10602	DIESEL FOR FIRE STATION	1,152.34
83443024	93178	02/07/2020	100-10601	GASOLINE FOR CORP YARD	4,780.82
83450647	93178	02/07/2020	100-10601	GASOLINE FOR CORP YARD	992.80
83459194	93231	02/14/2020	100-10601	GASOLINE FOR CORP YARD	1,658.52
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					10,413.27
Vendor: DIV01 - DIVERSIFIED RISK/HUB INTERNATIONAL					
JAN 2020	93232	02/14/2020	209-552-38112	SPECIAL EVENTS INSURANCE FOR THE MONTH OF JAN 2020	148.74
JAN 2020	93232	02/14/2020	209-554-38112	SPECIAL EVENTS INSURANCE FOR THE MONTH OF JAN 2020	336.76
Vendor DIV01 - DIVERSIFIED RISK/HUB INTERNATIONAL Total:					485.50
Vendor: DIT03 - DONNA DITO					
10220	93233	02/14/2020	209-20015	GIFT SHOP SENIOR CENTER	9.00
20720	93233	02/14/2020	209-20015	GIFT SHOP SENIOR CENTER	6.00
Vendor DIT03 - DONNA DITO Total:					15.00
Vendor: 1779 - D-TAC K9 LLC					
1844	93179	02/07/2020	100-221-42514	POLICE DOG TRAINING- PD	700.00
Vendor 1779 - D-TAC K9 LLC Total:					700.00
Vendor: EBM01 - EBMUD					
20575-012820	93180	02/07/2020	100-345-43102	2690 BOX CANYON RD-IRRIGATION USE ONLY	146.22
31773-012820	93180	02/07/2020	100-343-43102	2887 SIMAS AVE-IRRIGATION USE ONLY	146.22
32841-012820	93180	02/07/2020	100-345-43102	3790 PINOLE VALLEY RD-IRRIGATION USE ONLY	1,228.68
56324-012820	93180	02/07/2020	100-345-43102	3790 PINOLE VALLEY RD-IRRIGATION USE ONLY	896.51
Vendor EBM01 - EBMUD Total:					2,417.63
Vendor: 1141 - EMILIE WILLIAMS					
20720	93234	02/14/2020	209-20015	GIFT SHOP SENIOR CENTER	55.50
Vendor 1141 - EMILIE WILLIAMS Total:					55.50

WARRANT LISTING

Payment Dates: 02/01/2020 - 02/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1787 - FREEDOM FOREVER, LLC					
20420	93181	02/07/2020	100-117-42502	REFUND OVERPAYMENT EP20-0005/0013	4.00
Vendor 1787 - FREEDOM FOREVER, LLC Total:					4.00
Vendor: 1112 - GRAY-BOWEN-SCOTT					
9252	93235	02/14/2020	215-342-47205	PEDESTRIAN IMPROVEMENTS @ BNSF RAILROAD	3,274.92
Vendor 1112 - GRAY-BOWEN-SCOTT Total:					3,274.92
Vendor: HAC01 - HACH COMPANY					
11802810	93182	02/07/2020	500-641-44305	LAB SUPPLIES- TP	906.12
11807912	93182	02/07/2020	500-641-44305	LAB SUPPLIES- TP	183.31
11809889	93182	02/07/2020	500-641-44305	LAB SUPPLIES- TP	80.73
11809937	93182	02/07/2020	500-641-44305	LAB SUPPLIES- TP	337.58
Vendor HAC01 - HACH COMPANY Total:					1,507.74
Vendor: HDL01 - HDL COREN AND CONE					
0027489-IN	93236	02/14/2020	100-115-42101	CONTRACT SERVICES PROPERTY TAX JAN- MARCH 2020	2,125.00
Vendor HDL01 - HDL COREN AND CONE Total:					2,125.00
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
FEB 2020	93183	02/07/2020	100-110-41002	PREMIUM FOR JAN 2020	581.32
FEB 2020	93183	02/07/2020	100-111-41002	PREMIUM FOR JAN 2020	-133.72
FEB 2020	93183	02/07/2020	100-112-41002	PREMIUM FOR JAN 2020	156.94
FEB 2020	93183	02/07/2020	100-115-41002	PREMIUM FOR JAN 2020	470.82
FEB 2020	93183	02/07/2020	100-116-41002	PREMIUM FOR JAN 2020	219.12
FEB 2020	93183	02/07/2020	100-117-41002	PREMIUM FOR JAN 2020	156.94
FEB 2020	93183	02/07/2020	100-221-41002	PREMIUM FOR JAN 2020	1,958.22
FEB 2020	93183	02/07/2020	100-221-41002	PREMIUM FOR JAN 2020	156.94
FEB 2020	93183	02/07/2020	100-222-41002	PREMIUM FOR JAN 2020	352.84
FEB 2020	93183	02/07/2020	100-223-41002	PREMIUM FOR JAN 2020	1,757.82
FEB 2020	93183	02/07/2020	100-231-41002	PREMIUM FOR JAN 2020	1,388.98
FEB 2020	93183	02/07/2020	100-341-41002	PREMIUM FOR JAN 2020	447.60
FEB 2020	93183	02/07/2020	100-343-41002	PREMIUM FOR JAN 2020	1,075.36
FEB 2020	93183	02/07/2020	105-221-41002	PREMIUM FOR JAN 2020	823.66
FEB 2020	93183	02/07/2020	105-231-41002	PREMIUM FOR JAN 2020	62.18
FEB 2020	93183	02/07/2020	106-222-41002	PREMIUM FOR JAN 2020	133.72
FEB 2020	93183	02/07/2020	106-231-41002	PREMIUM FOR JAN 2020	133.72
FEB 2020	93183	02/07/2020	204-227-41002	PREMIUM FOR JAN 2020	313.88
FEB 2020	93183	02/07/2020	209-551-41002	PREMIUM FOR JAN 2020	156.94
FEB 2020	93183	02/07/2020	209-552-41004	PREMIUM FOR JAN 2020	124.36
FEB 2020	93183	02/07/2020	209-554-41002	PREMIUM FOR JAN 2020	156.94
FEB 2020	93183	02/07/2020	212-462-41002	PREMIUM FOR JAN 2020	195.90
FEB 2020	93183	02/07/2020	500-641-41002	PREMIUM FOR JAN 2020	1,130.06
FEB 2020	93183	02/07/2020	500-642-41002	PREMIUM FOR JAN 2020	281.30
FEB 2020	93183	02/07/2020	505-119-41002	PREMIUM FOR JAN 2020	313.88
FEB 2020	93183	02/07/2020	998-20105	PREMIUM FOR JAN 2020	438.24
Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:					12,853.96
Vendor: 1665 - HEATHER IOPU					
13020	93184	02/07/2020	100-117-42514	REIMBURSEMENT PURCHASE FOR FITZER'S RETIREMENT	27.70
Vendor 1665 - HEATHER IOPU Total:					27.70
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X02871106	93185	02/07/2020	500-641-44305	DEIONIZATION EXCHANGE SERVICE- TP	449.19
Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:					449.19
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
221154	93186	02/07/2020	100-117-42511	PORTABLE TOILET RENTAL	137.70
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					137.70

WARRANT LISTING

Payment Dates: 02/01/2020 - 02/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1285 - JACKSON LEWIS P.C.					
7473494	93237	02/14/2020	100-116-42101	GENERAL ADVICE AND COUNSEL ENDING DEC 31 19	740.00
Vendor 1285 - JACKSON LEWIS P.C. Total:					740.00
Vendor: MELO5 - JAMES MELVIN					
20720	93238	02/14/2020	100-117-41101	JAN/FEB/DEC RETIREE MEDICAL REIMBURSEMENT	280.30
20720-02	93238	02/14/2020	100-117-41101	PARTIAL DEC RETIREE MEDICAL REIMBURSEMENT	138.60
Vendor MELO5 - JAMES MELVIN Total:					418.90
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
95693	93187	02/07/2020	209-553-42108	FEBRUARY JANITORIAL SERVICE- TINY TOTS	377.00
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					377.00
Vendor: 1790 - JUSTINE SIDIE					
21120	93239	02/14/2020	100-465-42101	REIMBURSEMENT FOR PURCHASE OF WORK SUPPLIES	76.44
Vendor 1790 - JUSTINE SIDIE Total:					76.44
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000028853	93240	02/14/2020	500-641-44302	SLUDGE TO LANDFILL	6,279.14
Vendor KEL09 - KELLER CANYON LANDFILL Total:					6,279.14
Vendor: LAR04 - LARRY WALKER ASSOCIATES					
00243.10-28	93188	02/07/2020	500-641-42101	FOR SERVICES RENDERED THROUGH 12/31/19	332.50
Vendor LAR04 - LARRY WALKER ASSOCIATES Total:					332.50
Vendor: LEA01 - LEAGUE OF CALIFORNIA CITIES					
628359	93241	02/14/2020	100-111-42401	ANNUAL MEMBERSHIP DUES 2020	7,105.00
Vendor LEA01 - LEAGUE OF CALIFORNIA CITIES Total:					7,105.00
Vendor: 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY					
52087210.001	93189	02/07/2020	209-554-42108	PARTS/SUPPLIES	25.35
Vendor 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY Total:					25.35
Vendor: CUR03 - LN CURTIS & SONS					
INV357140	93242	02/14/2020	100-231-44410	SAFETY CLOTHING- FIRE	272.03
Vendor CUR03 - LN CURTIS & SONS Total:					272.03
Vendor: GUT05 - MANNY GUTIERREZ					
20720	93243	02/14/2020	209-552-43806	BALLROOM DANCE ENTERTAINMENT	530.00
Vendor GUT05 - MANNY GUTIERREZ Total:					530.00
Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.					
27024842	93190	02/07/2020	500-641-42107	SUPPLIES/PARTS- TP	565.37
Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:					565.37
Vendor: MEY01 - MEYERS,NAVE,RIBACK,SILVER					
2019120145	93191	02/07/2020	100-114-42102	CITY ATTORNEY SERVICES	10,476.48
2019120147	93191	02/07/2020	100-114-42102	CITY COUNCIL MEETINGS	1,700.00
2019120148	93191	02/07/2020	100-114-42102	PUBLIC RECORDS ACT REQUESTS	540.00
2019120149	93191	02/07/2020	100-114-42102	RISK MANAGEMENT	1,704.98
2019120150	93191	02/07/2020	100-114-42102	PINOLE SHORES II- CR	750.50
2019120151	93191	02/07/2020	100-114-42102	BALLOT MEASURE- FIRE SAFETY PARCEL TAX	474.00
2019120152	93191	02/07/2020	100-114-42102	FINANCE- ANNUAL AUDIT LETTERS	145.00
2019120153	93191	02/07/2020	100-114-42102	GENERAL SERCIES- PUBLIC WORKS	696.00
2019120154	93191	02/07/2020	100-114-42102	PUBLIC WORKS- NON-ROUTINE PROJECTS	474.00

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Payment Dates: 02/01/2020 - 02/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
2019120155	93191	02/07/2020	100-114-42102	GENERAL SERVICES- CITY CLERK	232.00
2019120156	93191	02/07/2020	100-114-42102	GENERAL SERVICES- CITY ATTORNEY MISCELLANEOUS	2,480.99
2019120157	93191	02/07/2020	100-114-42102	GENERAL SERVICES- POLICE	2,170.00
2019120159	93191	02/07/2020	100-114-42102	SENIOR CENTER INVESTIGATION	94.50
2019120160	93191	02/07/2020	100-114-42102	GENERAL SERVICES- COMMUNITY DEVELOPEMENT	1,170.00
2019120161	93191	02/07/2020	100-114-42102	SUCCESSOR AGENCY- ADMINISTRATIVE MATTERS	130.00
2019120162	93191	02/07/2020	100-114-42102	HOUSING SUCCESSOR- RDA AFF HOUSING COMPLIANCE MATT	617.50
2019120165	93191	02/07/2020	100-114-42102	GENERAL SERVICES- LABOR AND EMPLOYMENT	4,501.00
Vendor MEY01 - MEYERS,NAVE,RIBACK,SILVER Total:					28,356.95
Vendor: 1139 - MICHAEL BAKER INTERNATIONAL, INC.					
1072119	93244	02/14/2020	212-461-42101	IMPACT FEE AND USER FEE STUDY	312.48
1072119	93244	02/14/2020	212-462-42101	IMPACT FEE AND USER FEE STUDY	312.48
Vendor 1139 - MICHAEL BAKER INTERNATIONAL, INC. Total:					624.96
Vendor: MOH02 - MOHAVE STATE BANK - SBA/USDA					
20720	93193	02/07/2020	105-231-48101	FIRE PUMPER TRUCK LEASE PAYMENT LOAN# 3072687001	68,695.35
20720	93193	02/07/2020	105-231-48102	FIRE PUMPER TRUCK LEASE PAYMENT LOAN# 3072687001	1,737.98
Vendor MOH02 - MOHAVE STATE BANK - SBA/USDA Total:					70,433.33
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
ES-2012	93245	02/14/2020	100-110-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	8.51
ES-2012	93245	02/14/2020	100-111-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	42.26
ES-2012	93245	02/14/2020	100-112-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	25.54
ES-2012	93245	02/14/2020	100-113-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	0.49
ES-2012	93245	02/14/2020	100-115-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	64.85
ES-2012	93245	02/14/2020	100-116-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	52.55
ES-2012	93245	02/14/2020	100-117-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	13.99
ES-2012	93245	02/14/2020	100-221-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	374.78
ES-2012	93245	02/14/2020	100-222-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	46.62
ES-2012	93245	02/14/2020	100-223-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	152.48
ES-2012	93245	02/14/2020	100-231-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	219.40
ES-2012	93245	02/14/2020	100-341-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	74.55
ES-2012	93245	02/14/2020	100-343-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	86.87
ES-2012	93245	02/14/2020	100-465-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	12.65
ES-2012	93245	02/14/2020	105-221-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	108.91
ES-2012	93245	02/14/2020	105-231-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	42.93

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Payment Dates: 02/01/2020 - 02/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
ES-2012	93245	02/14/2020	106-231-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	34.57
ES-2012	93245	02/14/2020	204-227-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	34.44
ES-2012	93245	02/14/2020	205-227-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	1.03
ES-2012	93245	02/14/2020	209-551-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	12.84
ES-2012	93245	02/14/2020	209-552-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	25.66
ES-2012	93245	02/14/2020	209-553-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	13.61
ES-2012	93245	02/14/2020	209-554-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	25.40
ES-2012	93245	02/14/2020	212-461-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	23.47
ES-2012	93245	02/14/2020	212-462-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	34.08
ES-2012	93245	02/14/2020	317-345-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	1.97
ES-2012	93245	02/14/2020	500-641-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	138.17
ES-2012	93245	02/14/2020	500-642-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	39.22
ES-2012	93245	02/14/2020	505-119-46201	VEHICLE DAMAGE POLICY PREMIUM 2019-2020	33.85
Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:					1,745.69
Vendor: NAP03 - NAPA VALLEY COLLEGE					
112019	93246	02/14/2020	100-221-42301	BASIC POLICE ACADEMY #110	2,435.00
Vendor NAP03 - NAPA VALLEY COLLEGE Total:					2,435.00
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
JAN 28 20	93247	02/14/2020	100-221-42108	MONTHLY STATEMENT FULL PAYMENT	87.84
JAN 28 20	93247	02/14/2020	100-343-42107	MONTHLY STATEMENT FULL PAYMENT	343.56
JAN 28 20	93247	02/14/2020	100-343-42107	MONTHLY STATEMENT FULL PAYMENT	30.57
JAN 28 20	93247	02/14/2020	500-642-42107	MONTHLY STATEMENT FULL PAYMENT	58.73
Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:					520.70
Vendor: ARA09 - PATRICIA ARAGON					
20720	93248	02/14/2020	209-20015	GIFT SHOP SENIOR CENTER	10.00
Vendor ARA09 - PATRICIA ARAGON Total:					10.00
Vendor: PGE01 - PG&E					
FEB 03 20-0887	93249	02/14/2020	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	66.93
FEB 03 20-2182	93249	02/14/2020	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	68.64
FEB 06 20-3834	93249	02/14/2020	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	247.54
JAN 27 20-2222	93194	02/07/2020	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
JAN 27 20-2222	93194	02/07/2020	200-342-43103	STREET AND HIGHWAY LIGHTING	13,596.81
JAN 27 20-2222	93194	02/07/2020	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
JAN 27 20-2222	93194	02/07/2020	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
JAN 27 20-8511	93194	02/07/2020	100-345-43103	W/S PINOLE SHORES DR-SPRINKLER CONTROLLER	12.30
JAN 27 20-9929	93194	02/07/2020	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	66.45

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
JAN 28 20-4256	93194	02/07/2020	500-641-43103	11 TENNANT AVE	48,314.59
JAN 28 20-4430	93194	02/07/2020	100-345-43103	S/O MARLESTA 1ST POLE- SPRINKLER CONTROLLER	11.47
JAN 28 20-7547	93194	02/07/2020	100-222-43103	880 Tennent Ave-Public Safety Facility	2,646.07
JAN 28 20-7547	93194	02/07/2020	100-223-43103	880 Tennent Ave-Public Safety Facility	529.21
JAN 28 20-7547	93194	02/07/2020	100-231-43103	880 Tennent Ave-Public Safety Facility	2,116.86
JAN 28 20-9961	93194	02/07/2020	209-552-43103	2500 CHARLES ST-SENIOR CENTER	2,352.07
JAN 29 20-6521	93194	02/07/2020	200-342-43103	IFO 971 SAN PABLO AVE- TRAFFIC SIGNAL CONTROL	103.88
JAN 29 20-6897	93194	02/07/2020	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	56.30
JAN 31 20-1093	93249	02/14/2020	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	454.46
JAN 31 20-2222	93249	02/14/2020	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
JAN 31 20-2222	93249	02/14/2020	200-342-43103	STREET AND HIGHWAY LIGHTING	2,962.26
JAN 31 20-2222	93249	02/14/2020	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
JAN 31 20-2222	93249	02/14/2020	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
Vendor PGE01 - PG&E Total:					75,064.62
Vendor: PIT06 - PITNEY BOWES					
JAN 19 2020	93195	02/07/2020	100-117-42203	POSTAGE- FINANCE	183.77
Vendor PIT06 - PITNEY BOWES Total:					183.77
Vendor: 1009 - PRECISION IT CONSULTING					
10591	93250	02/14/2020	525-118-42101	WINDOWS 7 COMPUTER UPGRADES	5,200.00
Vendor 1009 - PRECISION IT CONSULTING Total:					5,200.00
Vendor: PRO18 - PROTECTION 1 / ADT					
JAN 30 20-0999	93251	02/14/2020	209-553-42108	TINY TOTS ALARM MONITORING SVCS	78.45
Vendor PRO18 - PROTECTION 1 / ADT Total:					78.45
Vendor: RAN06 - RANEY PLANNING & MANAGEMENT, INC.					
1937E-8	93252	02/14/2020	212-20340	LABOR DEC 19 PINOLE SQUARE REDEVELOPMENT	11,959.00
1959E-4	93252	02/14/2020	212-20330	LABOR DEC 19 MAKING WAVES ACADEMY PROJECT	17,411.46
Vendor RAN06 - RANEY PLANNING & MANAGEMENT, INC. Total:					29,370.46
Vendor: RED05 - RED CLOUD, INC.					
42915	93196	02/07/2020	100-221-42107	STUBBY ANTENNA- PD	39.34
Vendor RED05 - RED CLOUD, INC. Total:					39.34
Vendor: RIC19 - RICHMOND ELKS LODGE #1251					
13020	93197	02/07/2020	100-110-42303	DINNERS AT LAW ENFORCEMENT NIGHT	105.00
13020	93197	02/07/2020	100-111-42303	DINNERS AT LAW ENFORCEMENT NIGHT	35.00
20320	93198	02/07/2020	100-221-42514	LAW ENFORCEMENT APPRECIATION NIGHT FEES	175.00
Vendor RIC19 - RICHMOND ELKS LODGE #1251 Total:					315.00
Vendor: MIL06 - ROBERT MILLER					
12920	93199	02/07/2020	100-345-42108	REIMBURSEMENT FOR TOILET REPAIR AT CARETAKER HOUSE	31.34
Vendor MIL06 - ROBERT MILLER Total:					31.34

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Payment Dates: 02/01/2020 - 02/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: ROD26 - RODEO-HERCULES FIRE PROTECTION DISTRICT					
2020-01	93200	02/07/2020	100-231-42101	BC SERVICES BATALLION CHIEF COVERAGE	13,255.36
Vendor ROD26 - RODEO-HERCULES FIRE PROTECTION DISTRICT Total:					13,255.36
Vendor: ROS08 - RSG, INC.					
I005727	93253	02/14/2020	285-464-42101	COMPLIANCE MONITORING- YEAR 3	778.75
Vendor ROS08 - RSG, INC. Total:					778.75
Vendor: J&O01 - RUBBER DUST INC.					
128284	93254	02/14/2020	207-344-42107	MAINTENANCE- PW	572.07
Vendor J&O01 - RUBBER DUST INC. Total:					572.07
Vendor: 1204 - S & L BODY AND FRAME					
365	93201	02/07/2020	100-221-42107	WASHING PATROL CARS DEC/JAN- PD	850.00
Vendor 1204 - S & L BODY AND FRAME Total:					850.00
Vendor: TRE12 - SANDRA TREGLE					
112719	93255	02/14/2020	209-20015	GIFT SHOP SENIOR CENTER	2.50
20720	93255	02/14/2020	209-20015	GIFT SHOP SENIOR CENTER	9.00
Vendor TRE12 - SANDRA TREGLE Total:					11.50
Vendor: SCO07 - SCOTT'S PPE RECON, INC.					
35765	93256	02/14/2020	100-231-44410	SAFETY CLOTHING/EQUIP- FIRE	1,358.89
Vendor SCO07 - SCOTT'S PPE RECON, INC. Total:					1,358.89
Vendor: SON08 - SONSRAY MACHINERY, LLC.					
W04208-12	93202	02/07/2020	500-642-42107	PARTS- TP	2,391.66
Vendor SON08 - SONSRAY MACHINERY, LLC. Total:					2,391.66
Vendor: 1786 - SOUTHERN HOSPITALITY					
20420	93203	02/07/2020	100-000-31510	2020 BL REFUND BUSINESS CLOSED	145.00
20420	93203	02/07/2020	226-000-34223	2020 BL REFUND BUSINESS CLOSED	4.00
Vendor 1786 - SOUTHERN HOSPITALITY Total:					149.00
Vendor: SQU00 - SQUARE DEAL GARAGE					
30545	93204	02/07/2020	100-343-42107	VEHICLE MAINTENANCE- PW	52.32
Vendor SQU00 - SQUARE DEAL GARAGE Total:					52.32
Vendor: STA56 - STAILING S&S RV REPAIRS					
6304-890	93257	02/14/2020	100-221-42107	REPAIRS- PD	411.41
Vendor STA56 - STAILING S&S RV REPAIRS Total:					411.41
Vendor: STA42 - STAPLES BUSINESS CREDIT					
JAN 25 20	93205	02/07/2020	100-117-42201	MONTHLY STMT FULL PAYMENT	601.41
JAN 25 20	93205	02/07/2020	100-222-42201	MONTHLY STMT FULL PAYMENT	87.06
JAN 25 20	93205	02/07/2020	100-223-42201	MONTHLY STMT FULL PAYMENT	1,511.83
JAN 25 20	93205	02/07/2020	100-231-42201	MONTHLY STMT FULL PAYMENT	130.98
JAN 25 20	93205	02/07/2020	100-341-42201	MONTHLY STMT FULL PAYMENT	47.51
JAN 25 20	93205	02/07/2020	209-553-42201	MONTHLY STMT FULL PAYMENT	175.87
JAN 25 20	93205	02/07/2020	212-461-42201	MONTHLY STMT FULL PAYMENT	134.96
JAN 25 20	93205	02/07/2020	500-641-42107	MONTHLY STMT FULL PAYMENT	144.48
Vendor STA42 - STAPLES BUSINESS CREDIT Total:					2,834.10
Vendor: STE20 - STERICYCLE, INC.					
3004982178	93258	02/14/2020	100-222-42101	MONTHLY CHARGES	55.44
Vendor STE20 - STERICYCLE, INC. Total:					55.44

WARRANT LISTING

Payment Dates: 02/01/2020 - 02/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: SUG01 - SUGAR CITY BUILDING MATERIALS COMPANY					
49192	93206	02/07/2020	100-343-42108	TOP SAND	240.87
Vendor SUG01 - SUGAR CITY BUILDING MATERIALS COMPANY Total:					240.87
Vendor: 1791 - SUISUN UNIFORMS					
16418	93259	02/14/2020	100-221-44410	SAFETY CLOTHING- PD	416.70
Vendor 1791 - SUISUN UNIFORMS Total:					416.70
Vendor: SYA01 - SYAR INDUSTRIES, INC.					
763720	93207	02/07/2020	200-342-42514	HOT ASPHALT- PW	442.92
Vendor SYA01 - SYAR INDUSTRIES, INC. Total:					442.92
Vendor: 1505 - TASC					
IN1696531	93260	02/14/2020	100-117-41013	FSA ADMINISTRATION/RENEWAL FEES	547.12
Vendor 1505 - TASC Total:					547.12
Vendor: OFF11 - THE OFFICE CITY					
JAN 31 20	93208	02/07/2020	500-641-42201	MONTHLY STMT FULL PAYMENT	359.24
Vendor OFF11 - THE OFFICE CITY Total:					359.24
Vendor: 1785 - THIN BLUE ONLINE, LLC					
202701A	93209	02/07/2020	100-221-42301	SUBSCRIPTION TO TBOL CONTENT LIBRARY	5,572.00
Vendor 1785 - THIN BLUE ONLINE, LLC Total:					5,572.00
Vendor: TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA					
263397-202001-1	93261	02/14/2020	525-118-42510	TLO SUBSCRIPTION 1/01- 1/31/20	93.00
Vendor TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA Total:					93.00
Vendor: UNI39 - UNITED ROTARY BRUSH CORP.					
CI245318	93210	02/07/2020	500-641-42107	PARTS- TP	572.65
Vendor UNI39 - UNITED ROTARY BRUSH CORP. Total:					572.65
Vendor: UNI38 - UNIVAR USA INC					
48456063	93262	02/14/2020	500-641-44303	CHEMICALS- TP	3,685.56
48463395	93262	02/14/2020	500-641-44303	CHEMICALS- TP	6,314.69
Vendor UNI38 - UNIVAR USA INC Total:					10,000.25
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
472752	93263	02/14/2020	100-343-42108	JAN 20 MONTHLY JANITORIAL SERVICES- CITY HALL	1,070.00
472753	93263	02/14/2020	100-222-42108	JAN 20 JANITORIAL SERVICES PD/PUBLIC SAFETY BLDG	1,176.00
472753	93263	02/14/2020	100-223-42108	JAN 20 JANITORIAL SERVICES PD/PUBLIC SAFETY BLDG	1,176.00
472754	93263	02/14/2020	209-557-42108	JAN 20 MONTHLY JANITORIAL SERVICES- SWIM CENTER	274.00
472759	93263	02/14/2020	212-462-42108	JAN 20 MONTHLY JANITORIAL SERVICES- WPTP	508.00
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					4,204.00
Vendor: USB06 - US BANK CORPORATE PMN'T.SYSTEM					
JAN 22 20	93211	02/07/2020	100-20018	MONTHLY STMT FULL PAYMENT	7,212.63
Vendor USB06 - US BANK CORPORATE PMN'T.SYSTEM Total:					7,212.63
Vendor: VWR01 - VWR INTERNATIONAL, LLC.					
8088546729	93212	02/07/2020	500-641-44305	LAB SUPPLIES- TP	88.41
Vendor VWR01 - VWR INTERNATIONAL, LLC. Total:					88.41
Vendor: 1520 - WEX BANK					
63748850	93264	02/14/2020	100-221-44301	FUEL PURCHASES- PD	76.46
Vendor 1520 - WEX BANK Total:					76.46
Grand Total:					545,836.31

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	304,592.70
105 - Measure S -2006	71,471.01
106 - MEASURE S-2014	2,128.51
200 - Gas Tax Fund	17,680.10
201 - Restricted Real Estate Maintenance Fund	66.45
204 - Police Grants	348.32
205 - Traffic Safety Fund	1.03
207 - NPDES Storm Water Fund	572.07
209 - Recreation Fund	8,886.76
212 - Building & Planning	50,861.88
215 - Measure C and J Fund	3,511.16
226 - CASp Certification and Training Fund	4.00
285 - Housing Land Held for Resale	1,010.95
310 - Lighting & Landscape Districts	1,360.00
317 - Pinole Valley Caretaker Fund	1.97
500 - Sewer Enterprise Fund	77,056.62
505 - Cable Access TV	347.73
525 - Information Systems	5,293.00
722 - Community Assistance Program	81.51
750 - Recognized Obligation Retirement Fund	122.30
998 - Payroll Clearing	438.24
Grand Total:	545,836.31

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business License	146.00
100-10601	Gas Tanks/Corp Yard	7,432.14
100-10602	Gas Tanks/Fire Station	2,981.13
100-110-41002	Emp Benefits/Dental	581.32
100-110-42303	Travel & Training/Meal Al...	105.00
100-110-46201	Insurance/General Liability	8.51
100-111-41002	Emp Benefits/Dental	-133.72
100-111-42303	Travel & Training/Meal Al...	35.00
100-111-42401	Dues & Pub/Memberships	7,615.00
100-111-46201	Insurance/General Liability	42.26
100-112-41002	Emp Benefits/Dental	156.94
100-112-42514	Admin Exp/Special Depart	73.20
100-112-46201	Insurance/General Liability	25.54
100-113-46201	Insurance/General Liability	0.49
100-114-42102	Prof Svcs/Attorney Servic...	28,356.95
100-115-41002	Emp Benefits/Dental	470.82
100-115-42101	Prof Svcs/Professional Ser...	2,142.52
100-115-46201	Insurance/General Liability	64.85
100-116-41002	Emp Benefits/Dental	219.12
100-116-42101	Prof Svcs/Professional Ser...	1,230.00
100-116-42514	Admin Exp/Special Depart	530.32
100-116-46201	Insurance/General Liability	52.55
100-117-41002	Emp Benefits/Dental	156.94
100-117-41004	Emp Benefits/PERS Retir...	181,731.00
100-117-41013	Emp Benefits/FSA	547.12
100-117-41101	Retiree Benefits/Medical-...	418.90
100-117-42201	Office Expense	601.41
100-117-42203	Office Exp/Shipping & Mai...	183.77
100-117-42502	Admin Exp/Cash Over-Sho...	4.00
100-117-42511	Admin Exp/Equipment Re...	137.70
100-117-42514	Admin Exp/Special Depart	27.70
100-117-46201	Insurance/General Liability	13.99

Account Summary

Account Number	Account Name	Payment Amount
100-20018	Accounts Payable/CalCard	7,212.63
100-221-41002	Emp Benefits/Dental	2,115.16
100-221-42101	Prof Svcs/Professional Ser...	774.50
100-221-42107	Prof Svcs/Equipment Mai...	1,300.75
100-221-42108	Prof Svcs/Building-Structu...	87.84
100-221-42301	Travel & Training/Conf-Re...	8,007.00
100-221-42514	Admin Exp/Special Depart	875.00
100-221-44301	Other Materials Supp/Fuel	76.46
100-221-44410	Safety Clothing	434.74
100-221-46201	Insurance/General Liability	374.78
100-222-41002	Emp Benefits/Dental	352.84
100-222-42101	Prof Svcs/Professional Ser...	55.44
100-222-42108	Prof Svcs/Building-Structu...	1,176.00
100-222-42201	Office Expense	204.88
100-222-42514	Admin Exp/Special Depart	32.18
100-222-43103	Utilities/Electricity & Pow...	2,646.07
100-222-46201	Insurance/General Liability	46.62
100-223-41002	Emp Benefits/Dental	1,757.82
100-223-42108	Prof Svcs/Building-Structu...	1,176.00
100-223-42201	Office Expense	1,511.83
100-223-43103	Utilities/Electricity & Pow...	529.21
100-223-46201	Insurance/General Liability	152.48
100-231-41002	Emp Benefits/Dental	1,388.98
100-231-42101	Prof Svcs/Professional Ser...	13,255.36
100-231-42201	Office Expense	130.98
100-231-43101	Utilities/Telephone	53.81
100-231-43103	Utilities/Electricity & Pow...	2,364.40
100-231-44410	Safety Clothing	1,975.50
100-231-46201	Insurance/General Liability	219.40
100-341-41002	Emp Benefits/Dental	447.60
100-341-42201	Office Expense	47.51
100-341-46201	Insurance/General Liability	74.55
100-343-41002	Emp Benefits/Dental	1,075.36
100-343-42101	Prof Svcs/Professional Ser...	11,302.32
100-343-42107	Prof Svcs/Equipment Mai...	426.45
100-343-42108	Prof Svcs/Building-Structu...	1,414.85
100-343-43102	Utilities/Water	146.22
100-343-44410	Safety Clothing	809.45
100-343-46201	Insurance/General Liability	86.87
100-345-42108	Prof Svcs/Building-Structu...	31.34
100-345-43102	Utilities/Water	2,271.41
100-345-43103	Utilities/Electricity & Pow...	122.55
100-465-42101	Prof Svcs/Professional Ser...	76.44
100-465-46201	Insurance/General Liability	12.65
105-221-41002	Emp Benefits/Dental	823.66
105-221-46201	Insurance/General Liability	108.91
105-231-41002	Emp Benefits/Dental	62.18
105-231-46201	Insurance/General Liability	42.93
105-231-48101	Debt Principal	68,695.35
105-231-48102	Debt Interest	1,737.98
106-222-41002	Emp Benefits/Dental	133.72
106-231-41002	Emp Benefits/Dental	133.72
106-231-46201	Insurance/General Liability	34.57
106-345-47203	Improvements/Parks	1,826.50
200-342-42514	Admin Exp/Special Depart	825.28
200-342-43103	Utilities/Electricity & Pow...	16,854.82
201-343-43103	Utilities/Electricity & Pow...	66.45
204-227-41002	Emp Benefits/Dental	313.88

Account Summary

Account Number	Account Name	Payment Amount
204-227-46201	Insurance/General Liability	34.44
205-227-46201	Insurance/General Liability	1.03
207-344-42107	Prof Svcs/Equipment Mai...	572.07
209-20015	Accounts Payable/Vendor...	152.00
209-551-41002	Emp Benefits/Dental	156.94
209-551-46201	Insurance/General Liability	12.84
209-552-38112	Rental Income/Facility Re...	148.74
209-552-41004	Emp Benefits/PERS Retir...	124.36
209-552-42514	Admin Exp/Special Depart	1,866.00
209-552-43103	Utilities/Electricity & Pow...	2,352.07
209-552-43804	Program Cost/Food Progr...	941.68
209-552-43806	Program Cost/Dance Prog...	530.00
209-552-46201	Insurance/General Liability	25.66
209-553-42108	Prof Svcs/Building-Structu...	455.45
209-553-42201	Office Expense	175.87
209-553-46201	Insurance/General Liability	13.61
209-554-38112	Rental Income/Facility Re...	336.76
209-554-41002	Emp Benefits/Dental	156.94
209-554-42108	Prof Svcs/Building-Structu...	1,077.35
209-554-46201	Insurance/General Liability	25.40
209-557-42108	Prof Svcs/Building-Structu...	274.00
209-559-42108	Prof Svcs/Building-Structu...	61.09
212-20330	Developer Deposit/Miscel...	17,411.46
212-20340	Developer Deposit/Appian..	11,959.00
212-461-42101	Prof Svcs/Professional Ser...	8,496.23
212-461-42201	Office Expense	134.96
212-461-42514	Admin Exp/Special Depart	163.80
212-461-46201	Insurance/General Liability	23.47
212-462-41002	Emp Benefits/Dental	195.90
212-462-42101	Prof Svcs/Professional Ser...	11,934.98
212-462-42108	Prof Svcs/Building-Structu...	508.00
212-462-46201	Insurance/General Liability	34.08
215-341-43101	Utilities/Telephone	236.24
215-342-47205	Improvements/Streets	3,274.92
226-000-34223	Fees/CASp Fee	4.00
285-464-42101	Prof Svcs/Professional Ser...	1,010.95
310-347-43103	Utilities/Electricity & Pow...	560.00
310-348-43103	Utilities/Electricity & Pow...	800.00
317-345-46201	Insurance/General Liability	1.97
500-641-41002	Emp Benefits/Dental	1,130.06
500-641-42101	Prof Svcs/Professional Ser...	705.27
500-641-42107	Prof Svcs/Equipment Mai...	1,282.50
500-641-42201	Office Expense	359.24
500-641-43103	Utilities/Electricity & Pow...	48,314.59
500-641-44302	Other Materials Supp/Slu...	6,279.14
500-641-44303	Other Materials Supp/Ch...	10,000.25
500-641-44305	Other Materials Supp/Lab...	3,671.14
500-641-44410	Safety Clothing	1,950.89
500-641-46201	Insurance/General Liability	138.17
500-642-41002	Emp Benefits/Dental	281.30
500-642-42107	Prof Svcs/Equipment Mai...	2,450.39
500-642-43103	Utilities/Electricity & Pow...	454.46
500-642-46201	Insurance/General Liability	39.22
505-119-41002	Emp Benefits/Dental	313.88
505-119-46201	Insurance/General Liability	33.85
525-118-42101	Prof Svcs/Professional Ser...	5,200.00
525-118-42510	Admin Exp/Software Purch	93.00
722-20431	Deferred Rev/CAP Donati...	81.51

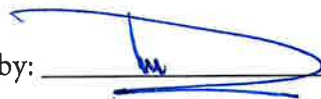
Account Summary

Account Number	Account Name	Payment Amount
750-463-42101	Prof Svcs/Professional Ser...	122.30
998-20105	Sal & Ben Payable/Dental ...	438.24
	Grand Total:	545,836.31

Project Account Summary

Project Account Key	Payment Amount
None	545,836.31
Grand Total:	545,836.31

Approved by: _____



Date: _____

2/13/2020



CITY COUNCIL REPORT

7C

DATE: FEBRUARY 18, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR / CITY ENGINEER

SUBJECT: APPROVE A LETTER TO DESIGNATE ANDREW MURRAY TO SERVE AS THE AUTHORIZED REPRESENTATIVE FOR THE STATE REVOLVING FUND LOAN FOR THE PINOLE-HERCULES WATER POLLUTION CONTROL UPGRADE PROJECT

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving a letter to designate Andrew Murray to serve as the authorized representative for the State Revolving Fund (SRF) Loan for the Pinole-Hercules Water Pollution Control Upgrade Project.

BACKGROUND

The City has secured funding for the Pinole-Hercules Water Pollution Control Upgrade Project through a State Revolving Fund Loan from the State of California. The State of California requires the City designate an authorized representative by name to sign and execute all forms associated with the loan. The City had previously designated the City Manager to sign and execute all forms associated with the loan. The City recently selected Andrew Murray to serve as the City Manager of the City of Pinole.

REVIEW & ANALYSIS

With the recent change in the City Manager, it is necessary to update the designated representative to continue to execute State Revolving Fund Loan documents such as disbursement requests.

FISCAL IMPACT

Without this letter designating an authorized representative, the City will no longer be able to draw the remaining loan funds.

ATTACHMENT

A Resolution

Exhibit A Letter of Designation

RESOLUTION NO. 2020-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A LETTER
TO BE SIGNED BY THE MAYOR DESIGNATING AUTHORIZED REPRESENTATIVE**

WHEREAS, the City of Pinole ("City") is upgrading the Pinole-Hercules Water Pollution Control Plant located at 11 Tennent Avenue in the City of Pinole; and

WHEREAS, the City has secured funding for the project with a State Revolving Fund Loan from the State of California; and

WHEREAS, the State of California requires the City designate an authorized representative by name to sign and execute all forms associated with the loan; and

WHEREAS, the City had the prior City Manager sign and execute all forms associated with the loan; and

WHEREAS, the City recently selected Andrew Murray to serve as the City Manager of the City of Pinole; and

WHEREAS, the City desires to designate Andrew Murray to serve as the authorized representative for the State Revolving Fund Loan; and

WHEREAS, City staff has prepared a letter for the Mayor's signature, attached as Exhibit A, setting forth such designation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby approve the letter prepared by staff and authorizes the Mayor to sign the letter.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 18th day of February 2020 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 18th day of February 2020.

Heather Iopu
City Clerk



CITY OF PINOLE

2131 Pear Street
Pinole, CA 94564

Phone: (510) 724-9833
FAX: (510) 724-9826
www.ci.pinole.ca.us

February 18, 2020

Joshua Fegurgur, P.E.
Water Resource Control Engineer
State Water Resources Control Board
Division of Financial Assistance
1001 I St., 16th Floor, 51C
Sacramento, CA 95814

Re: City of Pinole SRF Project No. C-06-7856-110 Agreement No. D15-01036

Dear Mr. Fergurgur:

The City Council of the City of Pinole has appointed Andrew Murray as the City Manager of the City of Pinole. At this time the City Council would like to designate Andrew Murray as the duly authorized representative of the City. In that role, Andrew will be responsible for executing all required documents for the above list SRF project.

If you have any questions about the above, please do not hesitate to contact Andrew at (510) 724-8933.

Sincerely,

Roy Swearingen
Mayor



CITY COUNCIL REPORT

7D

DATE: FEBRUARY 18, 2020

TO: MAYOR AND COUNCIL MEMBERS

**FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR/ CITY
ENGINEER**

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR PRELIMINARY
ENGINEERING SERVICES TO ADVANCE THE SAN PABLO
AVENUE BRIDGE REPLACEMENT OVER BNSF RAILROAD
PROJECT**

RECOMMENDATION

Staff recommends that the City Council:

1. Accept proposal and award a contract for the preliminary engineering services to advance the San Pablo Avenue Bridge Replacement over BNSF Railroad (CIP RO1710).
2. Adopt a resolution authorizing the City Manager to negotiate and execute a professional services agreement and to make any necessary contract modifications to satisfy Local Assistance Procedures Manual (LAPM) with Quincy Engineering Inc., in an amount not to exceed \$877,900 for preliminary engineering services to advance the San Pablo Avenue Bridge Replacement over BNSF Railroad project

BACKGROUND

The San Pablo Avenue Bridge Replacement Project (Bridge Project) is an approved project in the FY 2019-20 Capital Improvement Plan. The vehicular bridge is an integral part of the area's transportation network and serves as the only direct route to the City of Hercules without using the freeway. The age and condition assessment of the bridge support replacement.

The Bridge Project will replace the existing thirteen span reinforced concrete slab structure over the Burlington Northern Santa Fe Railroad adjacent to San Pablo Avenue at the easterly limits of the City. The new structure will address active transportation by offering improved bicycle and pedestrian facilities.

In September 2015, a project report was submitted to Caltrans for the Bridge Project. At that time the total estimate was \$16,766,800. As a result, the State programmed the project in their Highway Bridge Program (HBP) funding plan and

will provide funding for 88.53% of the replacement cost. The State has authorized the design and environmental phases. The local share is 11.47%. The local share for the design and environmental phases has been secured from CCTA Measure J grant funds. The City was also awarded a STMP grant of \$1,600,000 for additional local share for the design, environmental, and construction phase for this regional asset.

On June 7, 2018, the City executed the Authorization to Proceed (E-76) with Caltrans to authorize the funds for the design of the vehicle bridge. On September 4, 2018, the City Council adopted a resolution authorizing the Request for Proposals (RFP) for engineering, environmental, and design services for the San Pablo Avenue over BNSF Bridge Replacement Project. The RFP was released on September 5, 2018 and responses were due on October 4, 2018.

A total of 2 responses were received and provided to the review panel (Panel) for evaluation and scoring. The Panel consisted of two City of Pinole personnel representing the Development Services Department, a representative from Contra Costa Transportation Authority (CCTA), and a representative from the City of Hercules Public Works Department.

All proposal responses were evaluated and rated independently by each Panel member using the criteria listed below:

Criteria	Points
Knowledge and Understanding	25
Management Approach and Staffing	25
Qualifications – Project Manager	10
Qualifications – Project Team	20
Effectiveness of Interview	20
TOTAL	100

Both respondents, Mark Thomas and Quincy Engineering Inc., were invited to an interview to further demonstrate their qualifications. Interviews were conducted on December 3, 2018 with both firms. Staff received scoring evaluations from Panel members and totaled the scores for each firm and generated rankings. Quincy Engineering Inc. scored 357 points and Mark Thomas scored 324 points.

Based on the ranking, City staff initiated contract negotiations with Quincy Engineering Inc.

REVIEW AND ANALYSIS

City staff recommends Quincy Engineering Inc. given their extensive experience in delivering Federal highway bridge program (HBP) projects across the state and familiarity with design and construction projects within Caltrans District 4. Through the written proposal and oral interview, the firm demonstrated experience delivering

projects very similar to the San Pablo Avenue Bridge project and has completed more than 270 HBP projects to date. Staff believes the firm's team has the experience and professional competency that will result in a satisfactory product for the City.

Quincy Engineering Inc. has the knowledge and is prepared to address the key challenges involved in completing a project of this magnitude. Furthermore, the firm has proficiency navigating state funding processes and understands the complexity involved as well as the importance of adhering to strict deadlines.

Quincy identified a total budget of \$2,594,600 to complete the preliminary engineering, defined by Caltrans to include the preliminary design, environmental, and final design services. This total budget to complete this work exceeds the amount of funding Caltrans has committed to the project of the State share in the current Highway Bridge Program. During the proposal process Quincy identified conditions that warrant an increase in the overall budget for the Bridge Project. With Caltrans support, staff recommends completing the preliminary engineering in two phases.

Completion of preliminary design is necessary to develop a final cost estimate for the project and facilitate the City in pursuing funding which will be needed to support completion of the all phases including construction. Federal HBP allows Local Agencies to request additional grant allocation when bid proposals come in higher than initially budgeted for construction.

The City continues to seek funding assistance for the local share of the construction phase.

FISCAL IMPACT

The contract to be awarded to Quincy Engineering Inc., for the first phase will be an amount not to exceed \$877,900. The City will be able to seek reimbursement for this amount from Caltrans (88.53%) and CCTA (11.47%). The project funding is detailed in the adopted FY 2019-20 Capital Improvement budget

ATTACHMENTS

- A Resolution
- B Consulting Services Agreement
- C Scope of Work

RESOLUTION NO. 2020 – xx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF
CONTRA COSTA COUNTY, STATE OF CALIFORNIA, AUTHORIZING
THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH QUINCY ENGINEERING INC., FOR
PRELIMINARY ENGINEERING SERVICES TO ADVANCE THE SAN PABLO AVENUE
BRIDGE
REPLACEMENT OVER BNSF RAILROAD TO THE CONSTRUCTION PHASE – IN AN
AMOUNT NOT TO EXCEED \$877,900**

WHEREAS, the City of Pinole (“City”) adopted a Capital Improvement Plan that includes the San Pablo Avenue Bridge over Burlington Northern Santa Fe (BNSF) Railroad Replacement Project; and

WHEREAS, the City desires to advance the San Pablo Avenue Bridge over BNSF Railroad Replacement Project; and

WHEREAS, in September of 2015, the City completed a project report and Highway Bridge Program funding application for \$16,766,800; and

WHEREAS, the State programmed funding in the current Highway Bridge Program to complete the first phase of the project as initially defined in the project report which includes preliminary engineering, which includes preliminary design, right of way, environmental, and final design; and

WHEREAS, the City understands the funding source requires compliance with MTC, WCCTAC, CCTA, and State requirements; and

WHEREAS, with the help of Gray Bowen Scott and following the Caltrans Local Assistance Guidelines, the City released a Request for Proposals for preliminary engineering, environmental, and design services; and

WHEREAS, Quincy Engineering Inc. (Quincy), through the selection process was identified as best qualified to complete the design; and

WHEREAS, Quincy recommends a revised total estimate of \$37,775,600 for the project; and

WHEREAS, the budget identified by Quincy to complete the first phase exceeds the amount of funding programmed in the current Highway Bridge Program; and

WHEREAS, staff, with the support of Caltrans, recommends splitting the first phase into two phases; and

WHEREAS, the City secured adequate funding for the local share from CCTA and WCCTAC to complete the first two phases of the project; and

WHEREAS, completion of preliminary design phase is necessary to develop a final cost estimate for the project; and

WHEREAS, sufficient funds are available to award this phase; and

WHEREAS, staff recommends that the City Council award the contract for the preliminary design to Quincy Engineering Inc., in an amount not to exceed \$877,900.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Pinole hereby approves and authorizes the City Manager to negotiate and execute a professional service agreement with Quincy Engineering Inc., and to make any necessary contract modifications to satisfy Local Assistance for preliminary design services to advance the San Pablo Avenue Bridge replacement over BNSF Railroad project.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 18th day of February by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 18th day of February.

Heather Iopu
City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PINOLE AND
QUINCY ENGINEERING, INC.**

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and Quincy Engineering, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of February 25, 2020 (the "Effective Date") in Pinole, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2023, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed \$877,900, for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement, and the applicable sections of Exhibit D.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills, i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses shall not exceed those shown in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment Upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed as follows: none.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1. No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of reduction in or cancellation of coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

4.4.5 Deductibles and self-insured retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the

payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder including but not limited to the California Labor Code and the prevailing wage requirements set forth in Exhibit D.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing,

Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 **Pinole Business License.** Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.
- 7.6 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement upon thirty (30) calendar days and without cause upon written notification to Consultant pursuant to this section and the applicable sections of Exhibit D.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall be specified in writing by the City. Consultant understands and agrees that if City issues such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Consultant's Identity and Personnel.** The person identified on page one as the CONSULTANT's Key Personnel will be the key person for the performance of services

under this AGREEMENT. CONSULTANT's additional key personnel who will work on the PROJECT are identified in Exhibit B. Any addition or deletion of a firm (whether working as a joint venture partner or subconsultant), or any change in key personnel may be made only upon prior written approval by CITY. CONSULTANT shall notify CITY of any proposed change of ownership or fundamental structure in CONSULTANT's firm. Within thirty (30) calendar days of such notice, CITY shall notify CONSULTANT whether CITY will approve such changed firm or personnel to continue providing services under this AGREEMENT or whether CITY will terminate this AGREEMENT. Nothing in this provision shall be construed to limit CITY's right to terminate this AGREEMENT for cause or without cause as set forth in Article I, Section C of this AGREEMENT. Subcontracts between the CONSULTANT and any subconsultants will be subject to review and approval of CITY's representative.

If CONSULTANT reassigns or reduces the commitment of any such key personnel, CONSULTANT shall provide a suitable replacement, subject to the approval of CITY, and CONSULTANT shall provide a reasonable number of unbilled hours of work for such replacement personnel to the extent required to bring the personnel up to speed.

- 8.4 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties and consistent with the requirements set forth in Exhibit D.
- 8.5 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City. See the applicable sections of Exhibit D for additional requirements.
- 8.6 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.7 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.7.1** Immediately terminate the Agreement;
 - 8.7.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.7.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.7.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties and pursuant to the applicable sections of Exhibit D.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement consistent with the applicable sections of Exhibit D.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City pursuant to the applicable sections of Exhibit D. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which

that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. 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.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Consultant will comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code (on file in the City Clerk's Office) and the requirements set forth in Exhibit D. It is incumbent upon the Consultant or Consultant's firm to notify the City pursuant to section 10.10 Notices of any staff changes relating to this Agreement.

- a. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant(s), unless as indicated in Subsection b, will be performing a very limited and closely supervised function, and, therefore, are unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection b.

Initialed by City Attorney's Office

- b. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the Disclosure Category "1-5" of the City's Conflict of Interest Code:

Jason Jurens

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the Development Services Director who shall act as the City's representative. All correspondence shall be directed to or through the Development Services Director or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Jason Jurens
Quincy Engineering, Inc.
2950 Buskirk Avenue #122
Walnut Creek, CA 94597

Any written notice to City shall be sent to:
Tamara Miller, Development Services Director
City of Pinole
2131 Pear Street
Pinole, CA 94564

- 10.11 Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.12 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PINOLE

CONSULTANT

Andrew Murray, City Manager

Consultant's City of Pinole Business
License #:20-07809

Attest:

Heather Iopu, City Clerk

Approved as to Form:

Eric S. Casher, City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
COMPENSATION SCHEDULE AND HOURLY FEES

EXHIBIT C
CITY-FURNISHED FACILITIES

City shall furnish no physical facilities.

EXHIBIT D

ADDITIONAL CONTRACT REQUIREMENTS

(For Local Assistance Federal-aid Projects)

ARTICLE I. PERFORMANCE PERIOD

- A. This contract shall go into effect on (_____), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on (_____), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE II. ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the

schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE III. TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is 0 dollars.

ARTICLE IV. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE V. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE VI. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT

to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE VII. SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE VIII. EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following:
"CONSULTANT shall maintain an inventory of all nonexpendable property.
Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the

equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE IX. STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE X. CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XI. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XII. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XIII. STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because

of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XIV. DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XV. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XVI. CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XVII. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is _____. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.

- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant

shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XVIII. CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XIX. DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XX. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXI. SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe

operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXII. INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

ARTICLE XXIII. OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data

provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.

- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXIV. CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

ARTICLE XXV. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXVI. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXVII. EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXVIII. RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies

specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

3061882.2

EXHIBIT 10-A
A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST
Caltrans Division of Local Assistance
(Completed by Local Agencies, One per Contract)
(For New Proposed A&E Consultant Local Agency Contracts of \$150,000 or Greater)
(For Amendments, use only when there are additional subconsultants or changes in ICR)

EMAIL TO:

California State Department of Transportation
 Independent Office of Audits and Investigations
conformance.review@dot.ca.gov

Date: 12/9/2019
 Federal/State Project No.: BRLS-5126(015)

Attention: Audit Manager, External Contracts-Local Agencies

Please check one: ☒ New Contract ☐ Amendment ☐ Other _____

A&E Contract No.: _____

Total Contract or Amended amount of \$ 877,900.00

Prime Consultant Full Legal Name: Quincy Engineering, Inc.

The Project Description is: Bridge# 28C0062 San Pablo Avenue OH.

Replace 4 lane bridge with a new 4 lane bridge.

Complete below for Prime and all Sub-consultants on this contract.

Consultant's Name	Participation Amount	Category 1, 2, 3, 4, 5	Caltrans ICR Acceptance ID # (if available)
Quincy Engineering, Inc. (Prime)	\$411,514.40	2	L2019-0865
Parikh Consultants	\$62,519.02	N/A	
WRECO	\$13,776.64	N/A	
Panorama Environmental	\$149,664.98	N/A	
Kimley Horn	\$51,829.51	N/A	
PGA Design	\$23,589.90	N/A	
Bess Testlab	\$28,803.27	N/A	
JMA Civil	\$136,202.28	N/A	
ARWS	\$0	N/A	

Note: Add pages if necessary.

I verify we received financial documents from the prime and sub-consultants based on the requirements specified in the Exhibit 10-A Checklist.

Name Tamara Miller, PE

Signature _____

Title Development Services Director/City Engineer

Name of Local Agency and Department: City of Pinole, Development Services Department

Address: 2131 Pear Street, Pinole, CA 94564

Phone No.: 510-724-9017; tmiller@ci.pinole.ca.us

**CALTRANS A&I FINANCIAL DOCUMENT REVIEW REQUIREMENTS
FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS
ON LOCAL GOVERNMENT AGENCY CONTRACTS**

Requirements for total contract amount equal to or greater than \$150,000.

Local Government Agency must provide the following:

- 1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) (a)
- 2) Local Agency and Prime Consultant's Points of Contact

					APPLICABLE ONLY IF NOT CATEGORY 1, 2, or 3
<i>Prime and all sub-consultants must provide the following documents based on their applicable category.</i>					
Type of Financial Documents and Information for ICR FYE proposed *	CATEGORY 1: Firms with Cognizant Approval Letter for ICR FYE Proposed	CATEGORY 2: Firms with Caltrans Acceptance ID Number for ICR FYE Proposed **	CATEGORY 3: Firms Requesting Safe Harbor Rate (SHR)	CATEGORY 4: Consultant Participation Amount Less than \$150K	CATEGORY 5: Consultant Participation Amount Equal to or Greater than \$150K
Cost Proposals (Examples at Exhibit 10-H1 through 10-H4)	✓	✓	✓	✓	✓
Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K)	✓			✓	✓
Indirect Cost Rate (ICR) Schedule with FAR References for Disallowed Costs (b) Note: Prime Consultant must have a CPA Audited ICR Schedule for contracts equal to or greater than \$1M.	✓			✓	✓
Cognizant Approval Letter for the ICR FYE proposed	✓				
Caltrans' ICR Acceptance ID #s for ICR FYE proposed **		✓			
AASHTO Internal Control Questionnaire (ICQ) Appendix B (c)					✓
Post Closing Trial Balance (d)					✓
Prevailing Wage (PW) Policy for PW work (e)	✓	✓	✓ ***	✓	✓
Safe Harbor Rate Documents:					
Consultant Certification of Eligibility of Contract Costs and Financial Management System (Attachment 1R)			✓		
When applicable, additional documents may be requested:					
Prior Year ICR Schedule					
Supplemental Reconciliation Schedule (to tie the proposed ICR Schedule to the Trial Balance) (d)					
Chart of Accounts					
Income Statement (d)					
Uncompensated Overtime Adjustments (f)					
Vacation/Sick Policy					
Bonus Policy					
Executive Compensation Analysis (ECA) (d)					
Related Party Rent Analysis (d)					
Vehicle, Equipment, and Other Direct Costs Schedules (d)					

* *ICR FYE = Indirect Cost Rate Fiscal Year End. Items on this checklist may not be all inclusive. A&I reserves the right to request additional documentats as deemed necessary.*

** *Caltrans ICR Acceptance ID # is an identification number issued by Caltrans upon review and acceptance of consultant's indirect cost rate(s) schedule for a specific fiscal year. This ID # can be referenced for use on future contracts using the same FYE ICR.*

*** *Firms using SHR can be reimbursed for the prevailing wage deltas either as an Other Direct Cost or as an Overhead/Indirect Cost - refer to A&I's PW Interpretive Guidance on <http://ig.dot.ca.gov/resources/gentrainmod.html>*

(a) *Local Agencies are required to complete Exhibit 10-A and include all applicable required documents upon submission.*

(b) *See Table 8-1 of the AASHTO Audit Guide for a listing of common unallowable costs.*

For financial document packages received between January 1, 2019 to June 30, 2019, the 2017 FYE ICR could be submitted if the FYE 2018 ICR is not available. For financial document packages received between July 1, 2019 to December 31, 2019, the 2018 ICR must be submitted.

(c) *Go to AASHTO website @ audit.transportation.org, for Appendix B-Internal Control Questionnaire*

(d) *Accounts and balances must match costs proposed on the ICR schedule.*

(e) *Consultants performing Prevailing Wage (PW) work are required to provide written PW Policy. The policy must specify their accounting method for treatment of delta base and delta fringe. Refer to A&I's PW Interpretive Guidance on <http://ig.dot.ca.gov/resources/gentrainmod.html>*

San Pablo Avenue Bridge Replacement Project
Local Agency and Prime Consultant's Points of Contact

Local Agency Contact:

Tamara Miller, PE
Development Services Director/City Engineer
City of Pinole
Development Services Department
2131 Pear Street
Pinole, CA 94564
T: 510.724.9017
tmiller@ci.pinoe.ca.us

Prime Consultant Contact:

Jason Jurrens, PE
Associate Principal
Quincy Engineering, Inc.
11017 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670
T: 916.368.9181
C: 916.296.4243
jasonj@quincyeng.com

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

Consultant ☒ Prime Consultant ☐ Subconsultant
 Project Name **Quincy Engineering, Inc.**
 Project No. **San Pablo Avenue Bridge Replacement Project** Contract No. **N/A** Date **10/11/2019**

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	Steve Mellon	SM	\$70-\$120	0	\$ 92.30	\$ -
Assoc Pr. Eng.	Jason Jurens	JJ	\$70-\$105	306	\$ 87.00	\$ 26,622.00
Assoc Pr. Eng.	Lance Schrey	Lsch	\$70-\$105	104	\$ 87.00	\$ 9,048.00
Senior Eng.	Greg Young	GY	\$50-\$95	68	\$ 76.40	\$ 5,195.20
Senior Eng.	Scott McCauley	SMc	\$50-\$95	0	\$ 68.40	\$ -
Senior Eng.	Michele Johnson	MJ	\$50-\$95	338	\$ 82.40	\$ 27,851.20
Senior Eng.	Garrett McLaughlin	GM	\$50-\$95	40	\$ 74.80	\$ 2,992.00
Assoc Eng.	Andrew Mitchell	AM	\$35-\$65	328	\$ 58.90	\$ 19,319.20
Assist Eng. I	Carl Hughes	CH	\$26-\$46	84	\$ 36.00	\$ 3,024.00
Assist Eng. I	Ashley Hansen	Aha	\$26-\$46	0	\$ 33.00	\$ -
Assist Eng. II	Samatha Narra	SN	\$34-\$62	160	\$ 47.10	\$ 7,536.00
CAD Tech	Patrick Kenney	PK	\$25-\$40	236	\$ 34.80	\$ 8,212.80
Senior Eng.	Leland Mason	LSC	\$50-\$95	0	\$ 73.40	\$ -
Senior Eng.	Kerry Theran	KTh	\$50-\$95	0	\$ 78.40	\$ -
Survey Mgr	Jim Thornton	JT	\$40-\$70	88	\$ 64.40	\$ 5,667.20
Survey Tech	Alfonso Dabu	AD	\$29-\$47	142	\$ 45.00	\$ 6,390.00
Survey Chief of Party **	Survey Chief of Party	SCOP	\$37-\$67	64	\$ 46.71	\$ 2,989.44
Survey Chainman / Rodman **	Survey Chainman / Rodman	SCR	\$29-\$47	64	\$ 43.63	\$ 2,792.32
Principal Eng.	Mark Reno	MR	\$70-\$120	0	\$ 92.30	\$ -
				2022		\$ 127,639.36

LABOR COSTS

- a) Subtotal Direct Labor Costs \$127,639.36
 b) Estimated Salary Increases for Multi-Year Project \$7,483.88 (see calculation page attached)
 c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$135,123.24

INDIRECT COSTS

- d) Fringe Benefits (Rate: 43.02%):
 f) Overhead (Rate: 132.69%):
 h) General Administration (Rate: 0.0%):
 e) Total Fringe Benefits [(c) x (d)] \$58,130.02
 g) Overhead [(c) x (f)] \$179,295.03
 i) Gen & Admin [(c) x (h)] \$0.00
 j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$237,425.05

FIXED FEE

- k) Fixed Fee (10.0%):
 l) **TOTAL FIXED FEE** [(c) + (j)] x (k) \$37,254.83

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	1200 miles @	\$0.580	\$696.00
Pier Diem/ Hotel	days @	\$150.00	\$0.00
Delivery	1 @	\$15.27	\$15.27
Vendor Reproduction			
	Vellum @	\$0.00	
	8 1/2 X 11 Reproduction @	\$0.00	
	11 X 17 Reproduction @	\$0.00	
	Mounting Boards for Presentations 10 @	\$100.000	\$1,000.00
	Newsletters (Translation and printing) @	\$0.00	
	Subtotal Vendor Reproduction		<u>\$1,000.00</u>
Survey Aerial Photo	0 @	\$0.00	\$0.00
Flagger for BNSF Railroad	0 @	\$0.00	\$0.00
PW Differential			<u>\$0.00</u>
m) TOTAL OTHER DIRECT COSTS		<u>\$1,711.27</u>	<u>\$1,711.27</u>

n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)

JMA Civil	\$136,202.28
Parikh Consultants (DBE)	\$62,519.02
WRECO (DBE)	\$13,776.64
Panorama Environmental (DBE)	\$149,664.98
Kimley Horn	\$51,829.51
Associated Right of Way Services	\$0.00
PGA Design (DBE)	\$23,589.90
Bess Testlab (DBE)	\$28,803.27
	<u>\$466,385.60</u>
	<u>\$466,385.60</u>

o) **TOTAL COST** [(c) + (j) + (l) + (m) + (n)] **\$877,900.00****NOTES:**

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 175.71% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

EXHIBIT 10-H1 COST PROPOSAL

PAGE 2 OF 2

ACTUAL COST-PLUS-FIXED FEE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc.Contract No. N/ADate 10/11/2019San Pablo Avenue Bridge Replacement Project**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 127,639.36	2022	=	\$63.13	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation =				
		5.0%				
Year 1	\$63.13	+	2.5%	=	\$64.70	Year 1 Avg Hourly Rate
Year 2	\$64.70	+	5.0%	=	\$67.94	Year 2 Avg Hourly Rate
Year 3	\$67.94	+	5.0%	=	\$71.34	Year 3 Avg Hourly Rate
Year 4	\$71.34	+	5.0%	=	\$74.91	Year 4 Avg Hourly Rate
Year 5	\$74.91	+	5.0%	=	\$78.66	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.00%	*	2022.0	=	202.2	Estimated Hours Year 1
Year 2	30.00%	*	2022.0	=	606.6	Estimated Hours Year 2
Year 3	50.00%	*	2022.0	=	1011.0	Estimated Hours Year 3
Year 4	10.00%	*	2022.0	=	202.2	Estimated Hours Year 4
Year 5	0.00%	*	2022.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	2022.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$63.13	*	202	=	\$12,763.94	Estimated Hours Year 1
Year 2	\$64.70	*	607	=	\$39,247.02	Estimated Hours Year 2
Year 3	\$67.94	*	1011	=	\$68,687.34	Estimated Hours Year 3
Year 4	\$71.34	*	202	=	\$14,424.95	Estimated Hours Year 4
Year 5	\$74.91	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$135,123.24	
	Direct Labor Subtotal before Escalation			=	\$127,639.36	
	Estimated total of Direct Labor Salary Increase			=	\$7,483.88	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Certification of Direct Costs:

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost of Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Brent Lemon, P.E. Title *: Principal Engineer

Signature: R. D. Smith Date of Certification (mm/dd/yyyy): 10/11/2019

Email: brentl@quincyeng.com Phone Number: 916.368.9181

Address: 11017 Cobblerock Drive Suite 100 Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract

List services the consultant is providing under the proposed contract:

--

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Quincy Engineering, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 175.71 % **OR**

ICR Acceptance ID L2019-0865

Home Office Rate 175.71 % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money 0.12 % (if applicable)

Fiscal period * 1/1/18 - 12/31/18

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031


All A&E Contract Information:

- Total participation amount \$ 67,581,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 6.
- Years of consultant's experience with 48 CFR Part 31 is 27.
- Audit history of the consultant's current and prior years (if applicable)
 - ☐ Cognizant ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☐ Caltrans ICR Audit
 - ☒ CPA ICR Audit
 - ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Jeff W. Olson

Title**: Principal Engineer

Signature: 

Date of Certification (mm/dd/yyyy): 4/15/19

Email**: jeffo@quincyeng.com

Phone Number**: 503-763-9995

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Prevailing Wage Policy

California imposes prevailing wage obligations upon employers who provide services for public works projects in excess of \$1,000. Under Labor Code Section 1776, Contractors, Subcontractors and Subconsultants are required to keep accurate payroll records. These records report the name, address, social security number and work classification of each employee and owner-operator performing prevailing wage work. These records also report the straight and overtime hours worked each day for each week, the fringe benefits and the actual per diem wage paid to each owner-operator, journey person, apprentice worker or other employee hired in connection with the public works project.

Quincy Engineering, Inc. is in compliance and applies this requirement to all Subconsultants performing work on Awarding Body projects, even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

Quincy Engineering, Inc. submits certified payroll to DIR on a monthly basis. Weekly, form CEM-2502, is completed showing every person employed at the job site that performed a part of the work and form CEM-2503, Statement of Compliance. Fringe Benefit Statement, form CEM-2501 is completed as part of the first certified payroll, or when there have been any changes. Certified payroll records are to be kept for up to three years after contract has been completed.

In addition, Quincy Engineering, Inc. recognizes the **Caltrans Prevailing Wage Interpretation Guidance** dated 2/16/17. In accordance with the guide, Quincy Engineering, Inc. utilizes method No. 1 for "prevailing wage delta base" and method No. 2 for "prevailing wage delta fringe. Differentials in hourly wages are paid to the employee and are recorded as direct labor. Differentials in fringe benefits are paid to the employee and are recorded as other direct costs.

Apprenticeship Requirements

All public works contracts valued at \$30,000 or more carry an obligation to hire apprentices unless that craft or trade does not require the use of apprentices. This duty applies to all contractors and subcontractors on a project, even if their part of the project is less than \$30,000. Quincy Engineering, Inc. submits a DAS 140 (Public works contract award information) to all apprenticeship committees when the contract is awarded. Quincy Engineering, Inc. also submits a form DAS 142 (Request for dispatch of an apprentice) to the apprenticeship committee for all applicable projects. Quincy Engineering, Inc. also makes monthly training fund contributions to the California Apprenticeship Council (CAC) as required by the DIR.

Company Officer Date

EXHIBIT 10-H1 COST PROPOSAL**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)Note: Mark-ups are Not Allowed ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Associated Right of Way Services

Project No. _____

Contract No. _____

Date 8/30/2019

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly	Total
Appraiser/Appraiser III	Erik Woodhouse	330	\$65.63	\$21,657.90
Acquisition/Consultant III	Gary Dowd	524	\$56.97	\$29,852.28
Relocation/Consultant III	Alesia Strauch		\$49.04	\$0.00
Utility Relocation/Consultant III	Mark Ricards		\$49.04	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$51,510.18

b) Anticipated Salary Increases (see page 2 for sample) \$1,161.30

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$52,671.48**FRINGE BENEFITS**

d) Fringe Benefits (Rate: 29.00%)

e) **Total Fringe Benefits**

[(c) x (d)] \$15,274.73

f) Overhead (Rate: 111.00%)

g) Overhead [(c) x (f)] \$58,465.34

h) General and Administrative (Rate: 0.00%)

i) Gen & Admin [(c) x (h)] \$0.00

j) **Total Indirect Costs [(e) + (g) + (i)]** \$73,740.07**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 8%** \$10,112.92**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	400	mile	\$0.54	\$ 216.00
Equipment Rental and Supplies				
Permit Fees				
Plan Sheets		sq.ft		\$0.00
Postage/Overnight/Delivery	20	package	\$20	\$400.00

l) **TOTAL OTHER DIRECT COSTS** \$616.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: Appraisal Review

\$15,250.00

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

m) **TOTAL SUBCONSULTANTS' COSTS** \$15,250.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$15,866.00**TOTAL COSTS [(c)+(j)+(k)+(n)]** \$152,390.47**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own costs proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increase calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Assocaited Right of Way Services, Inc. Contract No. _____ Date 8/30/2019

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$51,510.18	854	=	\$60.32	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by propose

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$60.32	+	3%	=	\$62.13	Year 2 Avg Hourly Rate
Year 2	\$62.13	+	3%	=	\$63.99	Year 3 Avg Hourly Rate
Year 3	\$63.99	+	3%	=	\$65.91	Year 4 Avg Hourly Rate
Year 4	\$65.91	+	3%	=		Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	30.00%	*	854.0	=	256.2	Estimated Hours Year 1
Year 2	65.00%	*	854.0	=	555.1	Estimated Hours Year 2
Year 3	5.00%	*	854.0	=	42.7	Estimated Hours Year 3
Year 4	0.00%	*	854.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	854.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$60.32	*	256.2	=	\$15,453.05	Estimated Hours Year 1
Year 2	\$62.13	*	555.1	=	\$34,486.07	Estimated Hours Year 2
Year 3	\$63.99	*	42.7	=	\$2,732.36	Estimated Hours Year 3
Year 4	\$65.91	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$52,671.48	
Direct Labor Subtotal before Escalation				=	\$51,510.18	
Estimated total of Direct Labor Salary Increase				=	\$1,161.30	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost of Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Larry Castellanos Title *: Vice President
Signature:  Date of Certification (mm) 8/30/2019
Email: Lcastellanos@arws.com Phone Number: (925) 691-8500
Address: 2300 Contra Costa Blvd., Suite 525, Pleasant Hill, CA 94523

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract

List services the consultant is providing under the proposed contract:

Appraisal, Appraisal Review, Acquisition/Negotiations, Utility Relocation Coordination, Relocation Planning and Relocation Assistance.

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Associated Right of Way Services, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 140 % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 1/1/2018 - 12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031


All A&E Contract Information:

- Total participation amount \$ 0 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 7.
- Audit history of the consultant's current and prior years (if applicable) - **Not Applicable**
 - ☐ Cognizant ICR Audit ☐ Local Gov't ICR Audit ☐ Caltrans ICR Audit
 - ☐ CPA ICR Audit ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Larry Castellanos

Title**: Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 08/30/2019

Email**: LCastellanos@arws.com

Phone Number**: (925) 691-8500

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

As a professional services/consulting firm, AR/WS does not perform any work that requires the payment of prevailing wage rates. However, we are registered with the Department of Industrial Relations (DIR), registration number **1000028251**.

Associated Right of Way Services, Inc.
Schedule of Overhead Rate Calculation
December 31, 2018 FINAL

	Financial Statement Expense	Unallowable Expenses	FAR Reference	Calculated Balances
Direct labor:				
Direct labor staff	<u>\$ 2,530,776</u>	<u>\$ -</u>		<u>\$ 2,530,776</u>
Overhead expenses:				
Fringe benefits:				
Payroll taxes	\$ 298,731	\$ -		\$ 298,731
Health and life insurance	406,324	-		406,324
Health savings accounts	(394)	-		(394)
Automobile allowance	-	-		-
Workers' compensation	<u>17,619</u>	<u>-</u>		<u>17,619</u>
Total fringe benefits	<u>722,280</u>	<u>-</u>		<u>722,280</u>
General overhead:				
Indirect labor	1,591,988	-		1,591,988
Subcontractor expense	457,256	(322,668)	G	134,588
Employee morale, health and welfare	40,572	(6,931)	A, B	33,641
Retirement plans	98,346	-		98,346
Rent and utilities	467,190	-		467,190
Travel, hotel, meals, and other employee expens	75,019	(1,607)	C	73,412
Equipment rental, repair, and maintenance	83,985	-		83,985
Professional liability and general insurance	42,550	-		42,550
Provision for income taxes	2,772	-		2,772
Advertising	14,050	(14,050)	D	-
Recruitment costs	0	-		-
Precontract costs (Business Development)	15,722	-		-
Contributions and donations	791	(791)	E	-
Education, seminars, dues, registration, and fees	43,933	-		43,933
Office supplies and expense	161,555	-		161,555
Business, property, and other taxes	1,686	-		1,686
Depreciation	41,040	-		31,873
Legal	7,341	-		7,341
Auto expense—gas, repair, registration, parking, a	0	-		-
Accounting and business consultancy	14,803	-		14,803
Postage and delivery	19,011	-		19,011
Interest	51,571	(51,571)	F	-
Bank charges	<u>3,416</u>	<u>-</u>		<u>3,416</u>
Total general overhead	<u>3,234,598</u>	<u>(397,618)</u>		<u>2,812,090</u>
Total overhead (fringe and general)	<u>\$ 3,956,878</u>	<u>\$ (397,618)</u>		<u>\$ 3,534,371</u>
Overhead rate				140%

FAR Reference Legend

A - Gifts are unallowable per FAR 31.205-13(b)

B - Alcohol is unallowable per FAR 31.205-51

C - Travel and associated costs for personal reasons are unallowable per FAR 31.205-46(a)

D - Advertising costs are unallowable per FAR 31.205-1

E - Contributions and donations are unallowable per FAR 31.205-8

F - Interest costs are unallowable per FAR 31.205-20

G - Direct costs charged directly to contracts are unallowable per FAR 31.202.

EXHIBIT 10-H1 COST PROPOSAL**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant Bess Testlab Inc.

Project No. _____

Contract No. _____

Date 9/10/2019**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly	Total
PRINCIPAL			\$0.00	\$0.00
PROJECT MANAGER	Michael Bohorquez	56	\$35.00	\$1,960.00
Potholing Laborer	Jose Bernal	40	\$30.54	\$1,221.60
Potholing Laborer	Spencer Ama	40	\$30.54	\$1,221.60
Traffic Control Laborer	Johnny Calderon	40	\$30.54	\$1,221.60
Office Adminstrator	Lyn Matumadi	16	\$30.00	\$480.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$6,104.80

b) Anticipated Salary Increases (see page 2 for sample)

\$374.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$6,478.80

FRINGE BENEFITSd) Fringe Benefits (Rate: 27.40%)**e) Total Fringe Benefits**

[(c) x (d)]

\$1,775.19

f) Overhead

(Rate: 157.00%)

g) Overhead [(c) x (f)]

\$10,171.71

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) Total Indirect Costs [(e) + (g) + (i)]

\$11,946.90

FIXED FEE**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%**

\$1,842.57

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Vac Truck	40	HR	65	\$ 2,600.00
Traffic Contorl Truck	40	HR	35	\$ 1,400.00
Hotpatch Material	1	Ton	175	\$ 175.00
CDF Backfill Material	2	Yard	380	\$ 760.00
Traffic Control Plans	2	EA	\$300.00	\$ 600.00
Permits	1	EA	\$3,000	\$ 3,000.00

l) TOTAL OTHER DIRECT COSTS

\$8,535.00

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) TOTAL SUBCONSULTANTS' COSTS

\$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]

\$8,535.00

TOTAL COSTS [(c)+(j)+(k)+(n)]

\$28,803.27

NOTES:

- 1 Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own costs proposals.
- 2 The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans
- 3 Anticipated salary increase calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Bess Testlab Inc. Contract No. Date 9/10/2019

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$6,104.80	192	= \$31.80	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by propo:

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$31.80	+	5%	=	\$33.39	Year 2 Avg Hourly Rate
Year 2	\$33.39	+	5%	=	\$35.05	Year 3 Avg Hourly Rate
Year 3	\$35.05	+	5%	=	\$36.81	Year 4 Avg Hourly Rate
Year 4	\$36.81	+	5%	=		Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	192.0	=	38.4	Estimated Hours Year 1
Year 2	50.00%	*	192.0	=	96.0	Estimated Hours Year 2
Year 3	20.00%	*	192.0	=	38.4	Estimated Hours Year 3
Year 4	10.00%	*	192.0	=	19.2	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	192.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$31.80	*	38.4	=	\$1,220.96	Estimated Hours Year 1
Year 2	\$33.39	*	96.0	=	\$3,205.02	Estimated Hours Year 2
Year 3	\$35.05	*	38.4	=	\$1,346.11	Estimated Hours Year 3
Year 4	\$36.81	*	19.2	=	\$706.71	Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$6,478.80	
Direct Labor Subtotal before Escalation				=	\$6,104.80	
Estimated total of Direct Labor Salary Increase				=	\$374.00	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3


Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the followign requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the cotntract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost of Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Joseph Bohorquez Title *: V.P. Operations
Signature:  Date of Certification 9/25/2019
Email: Joseph@besstestlab.com Phone Number: 408-988-0101
Address: 2463 Tripaldi Way Hayward Ca

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract

List services the consultant is providing under the proposed contract:

Potholing, Utility Locating

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Bess Testlab Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate: Combined

Rate 184.40 % **OR**

Home Office Rate 184.40 % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 1/1/18-12/31/18

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant's experience with 48 CFR Part 31 is _____.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Jose Bohorquez _____

Title**: General Manager _____

Signature:  _____

Date of Certification (mm/dd/yyyy): 09/16/2019 _____

Email**: joseph@besstestlab.com _____

Phone Number**: 408 988-0101 _____

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Prevailing Wage Policy

1. Prevailing Wage Rate

Bess Testlab, Inc. working on public works projects in California will pay prevailing wages to certain categories of employees working on specific work. Our company complies the policy established by the California Department of Industry Relations (DIR). Our specified categories include Potholing, GPR/EM Locating, See Exhibit 1 for Prevailing Wage Rate group 3 for detail.

2. Prevailing Wage Accounting Method

- a. Prevailing Wage Delta Base- the difference between the employee's standard hourly wage and the base wage identified in the Prevailing Wage determination (established by the DIR) specified for the covered service the employee is performing.
- b. Prevailing Wage Delta Fringe- the difference between the fringe benefits normally provided to the employee, calculated on an hourly basis, and the prevailing wage fringe amount required to be paid for the employee's role established by the DIR, also calculated on an hourly basis.
- c. Account for the delta as overhead/ indirect cost- we use same accounting method for delta base and delta fringe with delta base prevailing wage multiplier value is 0.
- d. Consistency- The accounting method will apply consistently to All prevailing wage delta costs, regardless of the client, contract, or reimbursement method. Our company may not change the method of accounting based on whether the costs are billable or non- billable.

3. LiUNA Laborers Local 304 Potholing treatment

All our potholing operators are Union 304 Labors. The 304 Union wages are identical (the same to the DIR prevailing wages):

Basic Union Rate:	\$33.29 (\$30.54 + 2.75 vacation)
(Note: all taxable rates must be together)	
Fringe benefits:	\$21.20
Total:	\$54.49

(See 10H form for details)

4. IBEW 1245 Locator treatment

All our Utility Locators are 1245 IBEW Union Labors. The 1245 Union rates are lower than the DIR prevailing wages, therefore we will pay additional. The 1245 Union rate for locators is \$52.43 and the DIR prevailing is \$54.49 so we will add \$2.06 to the hourly rate for prevailing wage jobs.

Basic Union Rate:	\$38.67
Fringe Benefits:	\$14.25
Actual Rate we pay:	\$45.55
In Lieu of Benefits:	\$6.88
Total:	\$ 52.43

(See 10H form for details)

(Note: Price above for 1245 was based on Fred wages. Since we pay medical insurance some minor changes in the fringe and hourly rate will apply.)

Sincerely,



Jose F. Bohorquez
General Manager
Bess Testlab Inc.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2019-1

ISSUE DATE: February 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2019** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

Classification ^a (Journey person)	Basic Hourly Rate ^b	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours ^c	Total Hourly Rate	Daily 1 1/2X	Saturday ^d 1 1/2X	Sunday/ Holiday 2X
AREA 1*											
Construction Specialist	31.49	8.25	12.20	2.75	0.45	0.30	8	55.44	71.19	71.19	86.93
Group 1, Group 1(B) ^f	30.79	8.25	12.20	2.75	0.45	0.30	8	54.74	70.14	70.14	85.53
Group 1 (A)	31.01	8.25	12.20	2.75	0.45	0.30	8	54.96	70.47	70.47	85.97
Group 1 (C)	30.84	8.25	12.20	2.75	0.45	0.30	8	54.79	70.21	70.21	85.63
Group 1 (E)	31.34	8.25	12.20	2.75	0.45	0.30	8	55.29	70.96	70.96	86.63
Group 1 (G)	30.99	8.25	12.20	2.75	0.45	0.30	8	54.94	70.44	70.44	85.93
Group 2	30.64	8.25	12.20	2.75	0.45	0.30	8	54.59	69.91	69.91	85.23
Group 3, Group 3(A)	30.54	8.25	12.20	2.75	0.45	0.30	8	54.49	69.76	69.76	85.03
Group 4, Group 6(B)	24.23	8.25	12.20	2.75	0.45	0.30	8	48.18	60.30 ^h	60.30 ^h	72.41 ^h
Group 6	31.75	8.25	12.20	2.75	0.45	0.30	8	55.70	71.58	71.58	87.45
Group 6 (A)	31.25	8.25	12.20	2.75	0.45	0.30	8	55.20	70.83	70.83	86.45
Group 6 (C)	30.66	8.25	12.20	2.75	0.45	0.30	8	54.61	69.94	69.94	85.27
Group 6 (D)	31.37	8.25	12.20	2.75	0.45	0.30	8	55.32	71.01	71.01	86.69
Group 6 (E)	30.39	8.25	12.20	2.75	0.45	0.30	8	54.34	69.54	69.54	84.73
Group 7 - Stage 1 (1 st 6 months)	21.38	8.25	12.20	2.75	0.45	0.30	8	45.33	56.02	56.02	66.71
Stage 2 (2 nd 6 months)	24.43	8.25	12.20	2.75	0.45	0.30	8	48.38	60.60	60.60	72.81
Stage 3 (3 rd 6 months)	27.49	8.25	12.20	2.75	0.45	0.30	8	51.44	65.18	65.18	78.92
AREA 2*											
Construction Specialist	30.49	8.25	12.20	2.75	0.45	0.30	8	54.44	69.69	69.69	84.93
Group 1, Group 1(B) ^e	29.79	8.25	12.20	2.75	0.45	0.30	8	53.74	68.64	68.64	83.53
Group 1 (A)	30.01	8.25	12.20	2.75	0.45	0.30	8	53.96	68.97	68.97	83.97
Group 1 (C)	29.84	8.25	12.20	2.75	0.45	0.30	8	53.79	68.71	68.71	83.63
Group 1 (E)	30.34	8.25	12.20	2.75	0.45	0.30	8	54.29	69.46	69.46	84.63
Group 2	29.64	8.25	12.20	2.75	0.45	0.30	8	53.59	68.41	68.41	83.23
Group 3, Group 3(A)	29.54	8.25	12.20	2.75	0.45	0.30	8	53.49	68.26	68.26	83.03
Group 4, Group 6(B)	23.23	8.25	12.20	2.75	0.45	0.30	8	47.18	58.80 ^h	58.80 ^h	70.41 ^h
Group 6	30.75	8.25	12.20	2.75	0.45	0.30	8	54.70	70.08	70.08	85.45
Group 6 (A)	30.25	8.25	12.20	2.75	0.45	0.30	8	54.20	69.33	69.33	84.45
Group 6 (C)	29.66	8.25	12.20	2.75	0.45	0.30	8	53.61	68.44	68.44	83.27
Group 6 (D)	30.37	8.25	12.20	2.75	0.45	0.30	8	54.32	69.51	69.51	84.69
Group 6 (E)	29.39	8.25	12.20	2.75	0.45	0.30	8	53.34	68.04	68.04	82.73
Group 7 - Stage 1 (1 st 6 months)	20.68	8.25	12.20	2.75	0.45	0.30	8	44.63	54.97	54.97	65.31
Stage 2 (2 nd 6 months)	23.63	8.25	12.20	2.75	0.45	0.30	8	47.58	59.40	59.40	71.21
Stage 3 (3 rd 6 months)	26.59	8.25	12.20	2.75	0.45	0.30	8	50.54	63.83	63.83	77.12

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

<http://www.dir.ca.gov/OPR/PWAPPWAGE/PWAPPAGESTART.HTM> TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT <http://www.dir.ca.gov/DAS/DAS.HTM>.

a. GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c. AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d. SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e. GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f. WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 1/2) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

g. ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT <http://www.dir.ca.gov/OPR/DPRWAGE/TERMINATION.HTM>. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT <http://www.dir.ca.gov/OPR/DPRWAGE/TERMINATION.HTM>. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

(Exhibit 1)

BESS TESTLAB, INC.
Overhead Calculation
July through December 2009

Jan 2017-Dec 2017						
Cost of Goods Sold				FRINGE	G&A	OVERHEAD
500 - Direct Labor				29.400%	61.489%	98.512%
502 - Salaries & wages	2,021,095	1	2,021,095	room for error		
503 - O/T Wages	95,505		95,505	27.40%	59.49%	97.51%
504 - Outside labor	26,189		26,189	184.40%		
Total 500 - Direct Labor	2,142,789		2,142,789	100.000%		
510 MATERIALS				0.000%		
511 Backfill (Sand, Asphalt, Cement)	30,024		30,024	0.000%		
512 Locating Supplies	34,993		34,993	1.633%		
513 - PPE (safety vests, glass, etc.)	208		208	0.010%		
514 - CCTV small equip (usb cables, etc)	8,879		8,879	0.414%		
515 - CCTV supplies	21,536		21,536	1.005%		
516 - Traffic Control Barrels	4,561		4,561	0.213%		
517 - Coning Supplies	5,242		5,242	0.245%		
518 - Other Materials	12,625		12,625	0.589%		
519 - Waste	5,292		5,292	0.247%		
521 - Potting Supplies/other materials	22,273		22,273	1.039%		
522 - Survey/Mapping supplies and materials	10,316		10,316	0.481%		
520 EQUIPMENT COSTS				0.000%		
524 - Equipment Fuel	227,717		227,717	10.627%		
523 - Small Tools / Small Equip	11,730		11,730	0.547%		
525 - Equipment Maintenance	56,637		56,637	2.643%		
528 - Equipment Rental	33,363		33,363	1.557%		
529 - Equipment Costs - Other	(330)		(330)	-0.015%		
530 TRAVEL COSTS				0.000%		
532 - Field Travel/Lodging	82,058		82,058	3.829%		
534 - Field Meals/Per Diem	92,896		92,896	4.335%		
536 - Mileage Reimbursement	17,294		17,294	0.807%		
560 - Bad debts	1,309		1,309	0.061%		
565 - Back Charges	27,879		27,879	1.301%		
540 - Bond Requirements	507		507	0.024%		
550 - Permit Fees	66,261		66,261	3.092%		
	776,270		744,082	34.725%		
600 - Overhead						
604 - Auto operation	123,308		123,308	5.755%		
605 - Loss Prevention	36,980		36,980	1.726%		
630 - Employee Reimbursements	3,806		3,806	0.178%		
632 - Employee benefits	340,096		340,096	15.872%		
635 - Pension Expense	26,881		26,881	1.254%		
640 - Insurance	231,375		231,375	10.798%		
642 - Insurance - Workers' Comp	20,551		20,551	0.959%		
644 - Key Man Insurance	7,280		7,280	0.340%		
660 - Management Wages	658,815		658,815	30.746%		
661 - Administrative Wages	608,613		608,613	28.403%		
663 - Lab Wages	247,364		247,364	11.544%		
664 - Outside Services	97,614		97,614	4.555%		
665 - Payroll tax	323,522		323,522	15.098%		
670 - Repairs & maintenance	45,532		45,532	2.125%		
675 - Small Tools	26,379		26,379	1.231%		
678 - Supplies - Other	12,090		12,090	0.564%		

Juan Jose Bohorquez
JUAN JOSE BOHORQUEZ
PRESIDENT
2/21/2018

BESS TESTLAB, INC.
Overhead Calculation
July through December 2009

Jan 2017-Dec 2017				
680 - Taxes & licenses	51,728	51,728	2.414%	
682 - Telephone	99,639	99,639	4.650%	
684 - Travel & Lodging	54,300	54,300	2.534%	
685 - Utilities	33,396	33,396	1.559%	
690 - Service Charges	2,805	2,805	0.131%	
Total 600 - Overhead	3,052,074	3,052,074	142.435%	
700 - General & Administration				
700 - G&A other	267	267	0.012%	
702 - Advertising	77,196	77,196	3.603%	
705 - Bank charges	5,387	5,387	0.251%	
710 - Continuing education	17,909	17,909	0.836%	
720 - Discount fees	(206)	(206)	-0.010%	
722 - Donations	4,935	4,935	0.230%	
724 - DSL service	4,709	4,709	0.220%	
726 - Dues & subscriptions	30,666	30,666	1.431%	
730 - Freight	8,245	8,245	0.385%	
735 - Gifts	9,967	9,967	0.465%	
740 - Interest/Fin Charges	6,932	6,932	0.324%	
745 - Legal & accounting	15,565	15,565	0.726%	
752 - Meals & Entertainment	87,149	87,149	4.067%	
754 - Misc	5,274	5,274	0.246%	
755 - Information Technology Services	80,551	80,551	3.759%	
760 - Office supplies	56,411	56,411	2.633%	
761 - Office Equipment	33,563	33,563	1.566%	
770 - Penalties	891	891	0.042%	
772 - Payroll service	14,860	14,860	0.693%	
774 - Postage	3,524	3,524	0.164%	
776 - Printing & Reproduction	250	250	0.012%	
780 - Recruitment	18,448	18,448	0.861%	
782 - Rent	228,854	228,854	10.680%	
Total 700 - General & Administration	711,347	711,347	33.197%	
	4,539,691	4,507,503	210.357%	
	6,682,480	6,650,292		
OVERHEAD RATE		2.1036		

[Signature]
JUAN JOSE BOHORQUEZ
PRESIDENT
2/21/2018

EXHIBIT 10-H1 COST PROPOSAL**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Consultant JMA Civil, Inc.

Project No. _____

Contract No. _____

Date 9/23/2019

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly	Total
PRINCIPAL ENGINEER	Jon Marshall, PE*	206	\$96.15	\$19,806.90
CIVIL ENGINEER (RAIL)	Mohammed Abushaban, PE*	382	\$57.69	\$22,037.58
CIVIL ENGINEER (RAIL)	William Garcia, PE	0	\$57.69	\$0.00
SR. PROJECT ENGINEER	Various Staff	200	\$43.27	\$8,654.00
PROJECT ENGINEER	Various Staff	0	\$39.42	\$0.00
PROJECT ADMIN	Various Staff	0	\$33.65	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$50,498.48

b) Anticipated Salary Increases (see page 2 for sample)

\$757.48

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$51,255.96

FRINGE BENEFITS

d) Fringe Benefits (Rate: 23.42%)

e) Total Fringe Benefits

[(c) x (d)] \$12,004.15

f) Overhead

(Rate: 117.76%)

g) Overhead [(c) x (f)]

\$60,359.02

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) Total Indirect Costs [(e) + (g) + (i)]

\$72,363.17

FIXED FEE**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%**

\$12,361.91

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	278	mile	0.58	\$ 161.24
Equipment Rental and Supplies				
Permit Fees				
Reproduction	500	sheet	\$0.12	\$ 60.00
Postage/Overnight/Delivery		package		\$0.00

l) TOTAL OTHER DIRECT COSTS

\$221.24

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) TOTAL SUBCONSULTANTS' COSTS

\$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]

\$221.24

TOTAL COSTS [(c)+(j)+(k)+(n)]

\$136,202.28

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own costs proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans
- Anticipated salary increase calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant JMA Civil, Inc. Contract No. Date 9/23/2019

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$50,498.48	788	=	\$64.08	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by propos

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$64.08	+	5%	=	\$67.29	Year 2 Avg Hourly Rate
Year 2	\$67.29	+	5%	=	\$70.65	Year 3 Avg Hourly Rate
Year 3	\$70.65	+	5%	=	\$74.19	Year 4 Avg Hourly Rate
Year 4	\$74.19	+	5%	=	\$77.89	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	70.00%	*	788.0	=	551.6	Estimated Hours Year 1
Year 2	30.00%	*	788.0	=	236.4	Estimated Hours Year 2
Year 3	0.00%	*	788.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	788.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	788.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$64.08	*	551.6	=	\$35,348.94	Estimated Hours Year 1
Year 2	\$67.29	*	236.4	=	\$15,907.02	Estimated Hours Year 2
Year 3	\$70.65	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$74.19	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$51,255.96	
Direct Labor Subtotal before Escalation				=	\$50,498.48	
Estimated total of Direct Labor Salary Increase				=	\$757.48	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

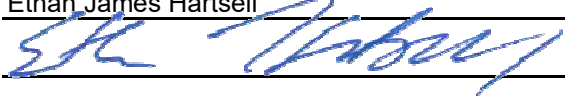
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost of Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Ethan James Hartsell Title *: President
Signature:  Date of Certification (mm/dd/yyyy): 9/23/19
Email: ehartsell@jmacivil.com Phone Number: 925.400.4356 x102
Address: 3930 Pacheco Blvd., Martinez, CA 94553

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract

List services the consultant is providing under the proposed contract:

Coordination of BNSF approvals and design/review of BNSF-related elements Cost estimating support of BNSF-related elements Support coordination and design of utility relocations and protections Services to be provided through 30% submittal to BNSF during the PA&ED phase.
--

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

I. Consultant's Full Legal Name: JMA Civil, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

II. Indirect Cost Rate:

Combined Rate 141.18 % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * FYE 12/31/18 _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

III. Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part](#)

[31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;
- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)


☐ **All A&E Contract Information:**

- Total participation amount \$ 461,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 4.
- Years of consultant's experience with 48 CFR Part 31 is 2.
- Audit history of the consultant's current and prior years (if applicable)
 - ☐ Cognizant ICR Audit ☐ Local Gov't ICR Audit ☐ Caltrans ICR Audit
 - ☐ CPA ICR Audit ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Ethan Hartsell

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 9/23/19

Email**: ehartsell@jmacivil.com

Phone Number**: 925.400.4356 x102

Indirect Cost Rate Calculation for the year ended 12/31/2018

JMA Civil, Inc.

Total Expenses per 2017 Profit & Loss Statement:		\$ 1,863,638
Less costs excluded per FAR (Title 48 CFR):		
Disallowed Meals and Entertainment costs included in Acct 6800	(21,312)	
Disallowed Advertising costs included in Acct 6840	<u>(12,816)</u>	
Subtotal (Excluded Costs):		(34,128)
Less direct labor costs (Payroll Expense Acct 6400)		
Payroll Expense (Acct 6400)	(934,877)	
Add back administrative salaries included in Acct 6400	<u>176,298</u>	
Subtotal (Net Direct Labor):		<u>(758,579)</u>
Total Indirect Expenses / Overhead:		1,070,931
Total Direct Labor Cost:		758,579
Indirect Cost Rate		<u><u>141.18%</u></u>

Income Statement for the year ended 12/31/2018

JMA Civil, Inc.

Revenue

Service Revenue	\$ 2,384,502
Less Discounts Allowed	(2,614)

Net Service Revenue	2,381,888
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Expenses

5200 · Reproduction Expense	3,625
6100 · Licenses and Permits	2,203
6120 · Dues and Subscriptions	3,911
6130 · Taxes	1,800
6200 · Insurance Expense	20,116
6300 · Rent Expense	82,163
6310 · Office Supplies	23,200
6315 · Office Expense	37,376
6320 · Repairs and Maintenance	1,075
6330 · Communications Expenses	9,348
6340 · Utilities	4,442
6350 · Computer Maintenance	44,497
6400 · Payroll Expense	934,877
6410 · Benefits Expense	63,606
6415 · IRA Plan Contribution - ER	14,498
6460 · Continuing Education	3,819
6510 · Consultants	512,947
6790 · Business Travel	17,877
6800 · Meals and Entertainment	21,312
6810 · Professional Fees	30,525
6820 · Automobile Expense	10,090
6821 · Parking & Mileage Expenses	6,292
6830 · Bank Service Charges	1,223
6840 · Conferences & Marketing	12,816

Total Expenses	1,863,638
----------------	-----------

Net Income

518,250

From: [Ethan Hartsell](#)
To: [Jason Jurrens](#)
Subject: RE: Prevailing Wage Policy
Date: Friday, September 27, 2019 3:48:49 PM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.jpg](#)

Hi Jason,

We do not have a prevailing wage policy as JMA does not employ any staff in any of the trade categories included under California's Prevailing Wage requirements. All JMA staff are degreed professionals with EIT or PE, as appropriate for their positions.

As a side note, JMA's minimum salary is currently \$60,000, with project engineers and senior project engineers at direct rates of \$34.62 to \$45.67.

Please advise if you need this statement on JMA letter or have any questions.

Thanks and best regards,

Ethan



Ethan Hartsell
President

3930 Pacheco Blvd., Martinez, CA 94553
T: 925.400.4356 xt. 102 | C: 510.499.9238
www.jmacivil.com

From: Jason Jurrens <jasonj@quincyeng.com>
Sent: Friday, September 27, 2019 3:07 PM
Subject: Prevailing Wage Policy

Good Afternoon- Could I please get your Prevailing Wage Policy for the City of Pinole- San Pablo Bridge Replacement Project?

Thanks,



Jason Jurrens, P.E. | Associate Principal | jasonj@quincyeng.com
11017 Cobblersrock Drive Suite 100 Rancho Cordova, California 95670
P: 916.368.9181 | F: 916.368.1308 | www.quincyeng.com ☐ ☐

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
Consultant Kimley-Horn and Associates, Inc.Project No. _____ Contract No. RO1710-02 Date 9/12/2019**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Professional	Prasanna Muthireddy	26	\$65.16	\$ 1,694.16
Sr. Professional	Brian Sowers	4	\$83.66	\$ 334.64
Professional II	Nikita Petrov	21	\$58.90	\$ 1,236.90
Professional II	Ben Huie	28	\$64.68	\$ 1,811.04
Professional I	Clara Wong	10	\$48.32	\$ 483.20
Professional I	Elizabeth Chau	62	\$45.20	\$ 2,802.40
Analyst	Connie Leung	154	\$40.16	\$ 6,184.64
Project Support	TBD	26	\$31.26	\$ 812.76
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 15,359.74
 b) Anticipated Salary Increases (see page 2 for calculation) \$ 0.00
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 15,359.74**

INDIRECT COSTS

d) Fringe Benefits (Rate: 40.71%) e) Total Fringe Benefits [(c) x (d)] \$ 6,252.95
 f) FCCM (Rate: 0.69%) g) FCCM [(c) x (f)] \$ 105.98
 h) General and Administrative (Rate: 152.88%) i) Gen & Admin [(c) x (h)] \$ 23,481.97
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 29,840.90**

FIXED FEEk) **TOTAL FIXED FEE [(c) + (e) + (i)* fixed fee 10%] \$ 4,509.47****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage			\$0.00	\$ 174.40
Meals			\$0.00	\$ 40.00
Traffic Counts			\$0.00	\$ 1,905.00
			\$0.00	\$ -
			\$0.00	\$ -

l) **TOTAL OTHER DIRECT COSTS \$ 2,119.40****m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \$
 Subconsultant 2: \$
 Subconsultant 3: \$
 Subconsultant 4: \$
 (m) **TOTAL SUBCONSULTANTS' COSTS \$ -**

(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 2,119.40**
TOTAL COST [(c) + (j) + (k) + (n)] \$ 51,829.51

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
 (Calculations for Anticipated Salary Increases)

Consultant Kimley-Horn and Associates, Inc. Contract No. RO17110-02 Date 9/12/2019

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	Contract Duration
\$ 15,359.74 /	331	= \$46.40	Period 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

Avg Hourly Rate	Proposed Escalation		
Period 1 \$46.40	+	5%	= \$48.72 Period 2 Avg Hourly Rate
Period 2 \$48.72	+	5%	= \$51.16 Period 3 Avg Hourly Rate
Period 3 \$51.16	+	5%	= \$53.72 Period 4 Avg Hourly Rate
Period 4 \$53.72	+	5%	= \$56.40 Period 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period	
Period 1 100.00%	*	331	= 331 Estimated Hours Period 1
Period 2 0.00%	*	331	= 0 Estimated Hours Period 2
Period 3 0.00%	*	331	= 0 Estimated Hours Period 3
Period 4 0.00%	*	331	= 0 Estimated Hours Period 4
Period 5 0.00%	*	331	= 0 Estimated Hours Period 5
Total 100%		Total	= 331

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period	
Period 1 \$46.40	*	331	= \$15,359.74 Estimated Hours Period 1
Period 2 \$48.72	*	0	= \$0.00 Estimated Hours Period 2
Period 3 \$51.16	*	0	= \$0.00 Estimated Hours Period 3
Period 4 \$53.72	*	0	= \$0.00 Estimated Hours Period 4
Period 5 \$56.40	*	0	= \$0.00 Estimated Hours Period 5

Total Direct Labor Cost with Escalation = \$15,359.74
 Direct Labor Subtotal before escalation = \$15,359.74
 Estimated total of Direct Labor Salary Increase = **\$0.00** Transfer to Page 1

Period 1 = Contract inception through 6/30/20 Period 2 = 7/1/20 through 6/30/21 Period 3 = 7/1/21 through 6/30/22
 Period 4 = 7/1/22 through 6/30/23 Period 5 = 7/1/23 through 6/30/24

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

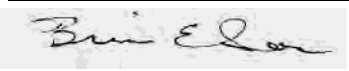
1. Generally Accepted Accounting Principles (GAAP) 9/12/2019
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Brian Sowers Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 9/12/2019

Email: brian.sowers@kimley-horn.com Phone Number: 925-398-4840

Address: 4637 Chabot Dr., Suite 300, Pleasanton, CA 94588

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Civil/Traffic Engineering Services

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Kimley-Horn and Associates, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 194.28 % **OR**

Home Office Rate 193.59 % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money 0.69 % (if applicable)

Fiscal period * 1/1/2018 to 12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 180.8M on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 50.
- Years of consultant's experience with 48 CFR Part 31 is 20.
- Audit history of the consultant's current and prior years (if applicable)

<input checked="" type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input checked="" type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Anthony Podegracz

Title**: Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 08/30/2019

Email**: anthony.podegracz@kimley-horn.com

Phone Number**: 619-234-9411

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations



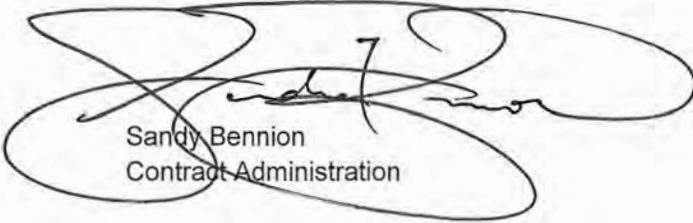
October 14, 2019

RE: *Prevailing Wage Policy-City of Pinole - San Pablo Bridge Replacement*

To whom it may concern:

In response to the requested contract information, Kimley-Horn and Associates, Inc. has not provided a Prevailing Wage Policy as the proposed work that Kimley-Horn and Associates will be providing for this contract is not subject to Prevailing Wage Law.

Please let us know if you have any questions.



Sandy Bennion
Contract Administration

EXHIBIT 10-H1 COST PROPOSAL**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant ☐ 2nd Tier SubconsultantConsultant Panorama Environmental, Inc.

Project No. _____

Contract No. RO1710-0:Date 9/9/2019**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly	Total
PRINCIPAL	Tania Treis*	32	\$84.13	\$2,692.16
PRINCIPAL	Susanne Heim*	8	\$84.13	\$673.04
PROJECT MANAGER	Rita Wilke	140	\$50.48	\$7,067.20
ENV. PLANNER/SCI III	Whitney Broeking	106	\$50.48	\$5,350.88
ENV. PLANNER/SCI II	Caitlin Gilleran	90	\$50.48	\$4,543.20
AIR/NOISE SPECIALIST	Geoff Hornek	42	\$38.69	\$1,624.98
CARTOGRAPHER/GIS II	Corey Fong	26	\$44.23	\$1,149.98
ENV ANALYST II	Kathleen Cuschieri	200	\$31.25	\$6,250.00
ENV PLANNER I	Yingying Cai	200	\$31.25	\$6,250.00
ENV ANALYST I	Madeleine Jones	110	\$15.00	\$1,650.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$37,251.44

b) Anticipated Salary Increases (see page 2 for sample)

\$1,818.11

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$39,069.55

FRINGE BENEFITSd) Fringe Benefits (Rate: 43.85%)**e) Total Fringe Benefits**

[(c) x (d)] \$17,132.00

f) Overhead (Rate: 101.14%)

g) Overhead [(c) x (f)] \$39,514.94

h) General and Administrative (Rate: 62.72%)

i) Gen & Admin [(c) x (h)] \$24,504.42

j) Total Indirect Costs [(e) + (g) + (i)]

\$81,151.36

FIXED FEE**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%**

\$12,022.09

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	141	mile	0.545	\$76.85
Equipment Rental and Supplies		each	978.46	\$961.00
Permit Fees				\$0.00
Plan Sheets		sq.ft		\$0.00
Postage/Overnight/Delivery		package		

l) TOTAL OTHER DIRECT COSTS

\$1,037.85

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Vollmar Natural Lands Consulting

\$8,050.00

Subconsultant 2: Basin Research Associates

\$8,329.84

Subconsultant 3:

Subconsultant 4:

m) TOTAL SUBCONSULTANTS' COSTS

\$16,379.84

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]

\$17,417.69

TOTAL COSTS [(c)+(j)+(k)+(n)]

\$149,660.68

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own costs proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans
- Anticipated salary increase calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Panorama Environmental, Inc.

Contract No.

Date 9/9/2019

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$37,251.44	954	=	\$39.05	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by propo:

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$39.05	+	4%	=	\$40.61	Year 2 Avg Hourly Rate
Year 2	\$40.61	+	4%	=	\$42.23	Year 3 Avg Hourly Rate
Year 3	\$42.23	+	4%	=	\$43.92	Year 4 Avg Hourly Rate
Year 4	\$43.92	+	4%	=		Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	954.0	=	190.8	Estimated Hours Year 1
Year 2	50.00%	*	954.0	=	477.0	Estimated Hours Year 2
Year 3	20.00%	*	954.0	=	190.8	Estimated Hours Year 3
Year 4	10.00%	*	954.0	=	95.4	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	954.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$39.05	*	190.8	=	\$7,450.29	Estimated Hours Year 1
Year 2	\$40.61	*	477.0	=	\$19,370.75	Estimated Hours Year 2
Year 3	\$42.23	*	190.8	=	\$8,058.23	Estimated Hours Year 3
Year 4	\$43.92	*	95.4	=	\$4,190.28	Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$39,069.55	
Direct Labor Subtotal before Escalation				=	\$37,251.44	
Estimated total of Direct Labor Salary Increase				=	\$1,818.11	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost of Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Susanne Heim Title *: Principal

Signature:  Date of Certification (09/10/2019): _____

Email: susanne.heim@panoramaenv.com Phone Number: 650-340-4803

Address: 717 Market Street, San Francisco, CA 94103

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract

List services the consultant is providing under the proposed contract:

CEQA/NEPA compliance, project management, environmental studies

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 231,105.08 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 2.
- Years of consultant's experience with 48 CFR Part 31 is 2.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Susanne Heim

Title**: Principal

Signature: Susanne Heim Digitally signed by Susanne Heim
Date: 2019.09.10 05:56:19 -07'00'

Date of Certification (mm/dd/yyyy): 9/10/2019

Email**: susanne.heim@panoramaenv.com

Phone Number**: 650-373-1200

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Panorama Environmental, Inc

Indirect Cost Rate Schedule

Statement of Direct Labor, Fringe Benefits, and General Overhead

For the Fiscal Year ending: December 31, 2018

Description	General Ledger Account Balance	Disallowed Costs	Notes	Proposed Company Wide	2018 % of Direct Labor
5110 DIRECT LABOR	\$ 983,216.47	\$ -		\$ 983,216.47	100.00%
FRINGE BENEFITS:					
5030 & 5130 Benefits: Bonuses	\$ 57,995.00	\$ -		\$ 57,995.00	5.90%
6930 Benefits: 401(k) - ER Contribution	34,759.37	-		34,759.37	3.54%
6915 & 6925: PTO (vacation/sick/holiday)	127,674.96	-		127,674.96	12.99%
6905 Payroll Taxes	117,343.95	-		117,343.95	11.93%
6910 Payroll Service Fees	25,297.81	-		25,297.81	2.57%
6920 Insurance: Medical/Dental/Life/Disab	63,390.16	-		63,390.16	6.45%
6921 Insurance: Workers Comp	4,709.69	-		4,709.69	0.48%
TOTAL FRINGE BENEFITS:	\$ 431,170.94	\$ -		\$ 431,170.94	43.85%
GENERAL OVERHEAD:					
8010 & 3100 Indirect Labor	\$ 994,465.42	-	(a)	\$ 994,465.42	101.14%
8720, 8730 Advertising and Marketing	5,106.99	-		\$ 5,106.99	0.52%
8050, 8060, 8070, 8080 Non-billable Client Exp	2,196.00	-		\$ 2,196.00	0.22%
8205 Auto/Taxi/Mileage Reimb	2,299.56	-		\$ 2,299.56	0.23%
8210, 8745, 9010 Meals	17,240.99	(2,666.01)	(b)	\$ 14,574.98	1.48%
8240 Bank Service Charges	1,578.23	-		\$ 1,578.23	0.16%
9030 & 9050 Contributions and Gifts	3,977.29	(3,977.29)	(c)	\$ -	0.00%
8615 & 8665 & 8667 Depreciation Expense	12,798.55	-		\$ 12,798.55	1.30%
8450 Dues and Subscriptions	22,472.18	-		\$ 22,472.18	2.29%
8250 Corporate Insurance	25,300.20	-		\$ 25,300.20	2.57%
8200 Travel	7,507.49	-		\$ 7,507.49	0.76%
8100 Recruiting and Hiring Expenses	6,268.82	-		\$ 6,268.82	0.64%
8410 Office Expense: Equip Rental Exp	9,355.09	-		\$ 9,355.09	0.95%
8230 Office Expense: Postage and Delivery	821.57	-		\$ 821.57	0.08%
8420, 8430, 8445 Office Supplies	22,607.47	-		\$ 22,607.47	2.30%
8460 Meetings/Seminars	3,944.19	-		\$ 3,944.19	0.40%
8520, 8530, 8540, 8550 State/Local/Bus Tax	24,283.92	-		\$ 24,283.92	2.47%
8070 Professional Fees: Acctg	94,871.50	-		\$ 94,871.50	9.65%
8060 Professional Fees: Legal	24,349.50	-		\$ 24,349.50	2.48%
8090 & 8470 Other Professional Fees	99,751.12	-		\$ 99,751.12	10.15%
8301 & 8302 Rent	211,342.57	-		\$ 211,342.57	21.50%
8440 Telephone/Communications	25,272.93	-		\$ 25,272.93	2.57%
TOTAL GENERAL OVERHEAD	\$ 1,617,811.58	\$ (6,643.30)		\$ 1,611,168.28	163.87%
TOTAL FRINGE AND OVERHEAD	\$ 2,048,982.52	\$ (6,643.30)		\$ 2,042,339.22	207.72%

(a) 31.205-6(b)(2): Executive compensation in excess of reasonable amount is disallowed.

(b) 31.205.xx: Alcohol - disallowed.

(c) 31.205-8 & 31.205.13: Contributions and gifts are disallowed.



October 11, 2019

RE: City of Pinole San Pablo Bridge Replacement Project Contract

To Whom it May Concern:

Panorama Environmental, Inc. is registered with the Department of Industrial Relations (#PW-LR-1000396096). Panorama Environmental, Inc. will not perform any type of work that has a prevailing wage classification under the City of Pinole San Pablo Bridge Replacement Project contract. The company rarely uses non-exempt employees to perform work at our office.

Sincerely,

Susanne Heim
Principal

EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant PARIKH CONSULTANTS, INC.

Project No. San Pablo Avenue @ BNSF

Contract No. RO1710-02

Date 8/27/2019

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly	Total
Project Manager	G. Parikh	8	\$ 101.17	\$809.36
Sr. Project Engineer/QA QC Manager	D. Wang	10	\$ 73.33	\$733.30
Sr. Project Engineer	F. Wang	26	\$ 63.65	\$1,654.90
Project Engineer	K. Saravanapavan/E Ortakci	90	\$ 47.26	\$4,253.40
Sen. Staff Engineer	TBD	55	\$ 39.61	\$2,178.55
Field Engineer	TBD	38	\$ 48.28	\$1,834.64
Lab Technician	TBD	30	\$ 35.10	\$1,053.00
Project Geologist	TBD	4	\$ 44.00	\$176.00
CADD	TBD	10	\$ 38.29	\$382.90
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$13,076.05

b) Anticipated Salary Increases

\$601.37

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] **\$13,677.42**

FRINGE BENEFITS

d) Fringe Benefits (Rate: 41.06%)

e) Total Fringe Benefits

[(c) x (d)] \$5,615.95

f) Overhead (included) (Rate: 0.00%)

g) Overhead [(c) x (f)] \$0.00

h) General and Administrative (Rate: 134.67%)

i) Gen & Admin [(c) x (h)] \$18,419.38

j) Total Indirect Costs [(e) + (g) + (i)] **\$24,035.33**

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%

\$3,771.27

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Permits (estimate)	1	LS	\$ 720.000	\$ 720.00
Drilling Rig- Mob-Demob	4	hour	\$ 375.00	\$ 1,500.00
Travel, Per Diem (crew of 2)	2	person/day	\$ 500.00	\$ 1,000.00
Drilling Rig (prevailing wage), Track Rig	3	hr	\$ 4,325.00	\$ 12,975.00
Support Vehicle/Track	3	shift	\$ 500.00	\$ 1,500.00
Grouting Materials	240	feet	\$ 6.00	\$ 1,440.00
Coring per foot (20' per boring)	60	feet	\$ 20.00	\$ 1,200.00
Outside reproduction (no in-house charges)	1	at cost	\$ 100.00	\$ 100.00
Sunland Analytical lab (Corrosion Tests)	3	set	\$ 200.00	\$ 600.00

l) TOTAL OTHER DIRECT COSTS **\$21,035.00**

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1:

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

m) TOTAL SUBCONSULTANTS' COSTS **\$0.00**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] **\$21,035.00**

TOTAL COSTS [(c)+(j)+(k)+(n)] \$62,519.02

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own costs proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans
- Anticipated salary increase calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant PARIKH CONSULTANTS, INC.

Contract No. _____

Date 8/27/2019

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$13,076.05	271	=	\$48.25	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed es

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$48.25	+	3.5%	=	\$49.94	Year 2 Avg Hourly Rate
Year 2	\$49.94	+	3.5%	=	\$51.69	Year 3 Avg Hourly Rate
Year 3	\$51.69	+	3.5%	=	\$53.50	Year 4 Avg Hourly Rate
Year 4	\$53.50	+	3.5%	=		Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.00%	*	271.0	=	27.1	Estimated Hours Year 1
Year 2	50.00%	*	271.0	=	135.5	Estimated Hours Year 2
Year 3	40.00%	*	271.0	=	108.4	Estimated Hours Year 3
Year 4	0.00%	*	271.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	271.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$48.25	*	27.1	=	\$1,307.61	Estimated Hours Year 1
Year 2	\$49.94	*	135.5	=	\$6,766.86	Estimated Hours Year 2
Year 3	\$51.69	*	108.4	=	\$5,602.96	Estimated Hours Year 3
Year 4	\$53.50	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$13,677.42	
Direct Labor Subtotal before Escalation				=	\$13,076.05	
Estimated total of Direct Labor Salary Increase				=	\$601.37	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the followign requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the cotntract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost of Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: GARY PARIKH Title *: SENIOR PRINCIPAL

Signature:  Date of Certification (mm/dd/) 8/27/2019

Email: gparikh@parikhnet.com Phone Number: 408-452-9000

Address: 2360 Qume Drive, San Jose, Ca 95131

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract

List services the consultant is providing under the proposed contract:

GEOTECHNICAL ENGINEERING

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: PARIKH CONSULTANTS, INC.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 175.73 % OR

Home Office Rate 175.73.0 % and Field Office Rate (if applicable) na %

Facilities Capital Cost of Money na % (if applicable)

Fiscal period * 2/1/2018 to 1/31/2019

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 11,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is ONE.
- Years of consultant's experience with 48 CFR Part 31 is 25 YEARS.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input checked="" type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: GARY PARIKH

Title**: SENIOR PRINCIPAL

Signature: 

Date of Certification (mm/dd/yyyy): 08/27/2019

Email**: gparikh@parikhnet.com

Phone Number**: 408-452-9000

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations



May 1, 2019

TO WHOM IT MAY CONCERN

Re: Prevailing Wage Policy

To whom it may concern:

Parikh Consultants, Inc accounts for Prevailing Wage Deltas as Direct Labor Cost (Accounting Method 1) as per Caltrans Prevailing Wage Interpretive Guidance (March 12, 2018). Prevailing Wage is applicable to Parikh staff when performing Materials Testing Services. During the design phase there is no activity to be performed by the Parikh staff that falls under prevailing wage classifications or requirements. If there is such required activity, Parikh will comply with the DIR requirements of reporting.

The drilling company and the traffic control company (or other similar vendors) are contractors and are charging fixed billing rates. Since they fall under the DIR classifications for prevailing wage, they will abide by the reporting requirements to DIR web site in the project folders based on their wage breakdowns.

Regards,

KMRamirez
Kathy Krol-Ramirez
Principal/CFO

Cc:file

PARIKH CONSULTANTS, INC.
Statement of Direct Labor, Fringe Benefits and General Overhead
For Year Ended January 31, 2019

						Adjustments Allowable/ (Unallowable)			
	Per Company Statements	Adjustments	Adjusted Statement	%	Costs per FAR Section	Notes			
A. DIRECT LABOR:	\$ 1,272,760	\$ -	\$ 1,272,760	100.00%	31.202	Note 4(a)			
TOTAL DIRECT LABOR	1,272,760	-	1,272,760	100.00%	31.202				
B. FRINGE BENEFITS:									
PAYROLL TAXES	\$ 144,065	(30,128)	113,937	8.95%	30.418-40 (C),31.205-6(m)(1)	Note 6			
VACATION	87,532	(18,306)	69,226	5.44%	30.418-40 (C),31.205-6(m)(1)	Note 6			
PAID TIME OFF	20,975	(4,386)	16,589	1.30%	30.418-40 (C),31.205-6(m)(1)	Note 6			
HOLIDAY PAY	56,391	(11,793)	44,598	3.50%	30.418-40 (C),31.205-6(m)(1)	Note 6			
PENSION PLAN EXPENSE	126,184	(26,389)	99,795	7.84%	30.418-40 (C),31.205-6(m)(1)	Note 6			
HEATH/DENTAL/VISION/DISABILITY INSURANCE	207,643	(43,424)	164,219	12.90%	30.418-40 (C),31.205-6(m)(1)	Note 6			
WORKERS COMPENSATION	8,570	(1,792)	6,778	0.53%	30.418-40 (C),31.205-6(m)(1)	Note 6			
OTHER INSURANCE	9,474	(1,981)	7,493	0.59%	31.205-19(2)				
TOTAL FRINGE BENEFITS	660,834	(138,200)	522,634	41.06%					
C. TOTAL DIRECT LABOR & FRINGE BENEFITS	\$ 1,933,594	\$ (138,200)	\$ 1,795,394	141.06%					
D. GENERAL OVERHEAD:									
DIRECT - CONSULTANTS	\$ 60,763	(60,763)	-	-	31.202 (a),				
DIRECT- TRAVEL	680	(680)	-	-	31.202 (a),				
DIRECT- REPRODUCTIONS	19,761	(19,761)	-	-	31.202 (a),				
DIRECT - DRILLING	968,787	(968,787)	-	-	31.202 (a),				
DIRECT - TESTING	31,338	(31,338)	-	-	31.202 (a),				
DIRECT - AUTO MILEAGE	120	(120)	-	-	31.202 (a),				
DIRECT - POSTAGE	675	(675)	-	-	31.202 (a),				
DIRECT - PERMITS	33,316	(33,316)	-	-	31.202 (a),				
DIRECT - TRAFFIC POLICE	4,263	(4,263)	-	-	31.202 (a),				
DIRECT - MISCELLANEOUS	228,012	(228,012)	-	-	31.202 (a),				
INDIRECT PAYROLL	336,555		336,555	26.44%	31.202 (a),				
EMPLOYEE PERFORMANCE PLANS	570,433	(135,747)	434,686	34.15%	31.205-6(f)	Note 4(a)			
FRINGE BENEFIT ALLOCATED TO INDIRECT LABOR		138,200	138,200	10.86%	31.205-6, 30.418-40 CAS	Note 6			
RETREAT - MEETING	32,855		32,855	2.58%	31.205-13				
ACCOUNTING	4,488		4,488	0.35%	31.203				
PROFESSIONAL DEVELOPMENT	50		50	0.00%	31.203				
PROFESSIONAL LIABILITY INSURANCE	153,458		153,458	12.06%	31.205-19(a)(vi)				
GENERAL LIABILITY INSURANCE	29,917		29,917	2.35%	31.205-19(a)(vi)				
TESTING & LAB SUPPLIES	5,325		5,325	0.42%	31.203				
AUTO EXPENSES, LEASES, REPAIRS & INSURANCE	76,575	(15,315)	61,260	4.81%	31.205-46,31.205(a)	Note 7			
AUTO MILEAGE, TOLLS & PARKING	1,205		1,205	0.09%	31.205-46				
COMPUTER SUPPLIES	11,420		11,420	0.90%	31.203				
OFFICE SUPPLIES	13,383		13,383	1.05%	31.203				
RENT	286,045		286,045	22.47%	31.205-36				
LEASE/RENTAL EQUIPMENT	2,756		2,756	0.22%	31.203				
REPAIR & MAINTENANCE	39,729		39,729	3.12%	31.203				
FIELD REPAIRS	23		23	0.00%	31.203				
TELEPHONE/FAX	38,149		38,149	3.00%	31.203				
UTILITIES	18,395		18,395	1.45%	31.203				
FIELD SUPPLIES	1,598		1,598	0.13%	31.203				
PROPERTY, STATE AND OTHER TAXES	1,432	(632)	800	0.06%	31.205(b)(5)				
BANK CHARGES	38		38	0.00%	31.203				
SOFTWARE USAGE	10,703		10,703	0.84%	31.203				
LEGAL & ACCOUNTING FEES	12,881		12,881	1.01%	31.203				
DELIVERY & SHIPPING	1,624		1,624	0.13%	31.203				
POSTAGE	1,802		1,802	0.14%	31.203				
LICENSE & FEES	10,397		10,397	0.82%	31.203				
PROFESSIONAL REGISTRATION & DUES	14,950		14,950	1.17%	31.202 (a),				
SUBSCRIPTIONS & PUBLICATIONS	11,799		11,799	0.93%	31.203				
INTEREST EXPENSE	128	(128)	-	0.00%	31.205-20				
TRAVEL EXPENSES	13,261		13,261	1.04%	31.205-46				
SEMINARS & MEETINGS	4,230		4,230	0.33%	31.203,31.205-1(f)(2)				
PRINTING & STATIONERY	5,486		5,486	0.43%	31.203				
DEPRECIATION	28,034		28,034	2.20%	31.203	Note 8			
RECRUITING	18,691		18,691	1.47%	31.203				
DONATIONS & CHARITIES	1,450	(1,200)	250	0.02%	31.205-1(e)(3)				
CONTRIBUTIONS	1,357	(1,357)	-	0.00%	31.205-8	Note 9			
BUSINESS DEVELOPMENT	5,615	(4,346)	1,269	0.10%	31.203, 31.205-1				
BUSINESS MEALS AND ENTERTAINMENT	19,484	(19,484)	-	0.00%	31.205-1, 31.205-51	Note 9			
BAD DEBT EXPENSE	-	-	-	0.00%	31.205-3				
EDUCATIONAL EXPENSE	553		553	0.04%	31.203				
MISCELLANEOUS EXPENSES (RECOVERY)			-	0.00%	31.205-15(a), 31.203				
(GAIN) LOSS ON FIXED ASSET DISPOSAL	(32,320)		(32,320)	-2.54%	31.205-11(h)				
E. TOTAL GENERAL OVERHEAD	\$ 3,101,669	\$ (1,387,724)	\$ 1,713,945	134.66%	31.203				
TOTAL GENERAL OVERHEAD % (E/A)				134.66%					
F. TOTAL LABOR, FRINGE & GENERAL OVERHEAD % C+E				275.73%		Note 10			

This Schedule and accompanying notes have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them

EXHIBIT 10-H1 COST PROPOSAL**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant PGAdesign

Project No. PHASE 2.8.1 PRELIMINARY

Contract No. R01710-02

Date 10/10/2019

LANDSCAPE DESIGN (SCHEMATIC DESIGN)

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly	Total
Principal Landscape Architect	Christopher Kent	42	\$80.29	\$3,372.18
Project Manager Landscape Architect	Daniel Collazos	44	\$35.57	\$1,565.08
Irrigation Technical	Robert Towar	7	\$40.38	\$282.66
Illustration Technical Landscape Architect	Kari Tanaka	50	\$36.06	\$1,803.00
Landscape Designer	Evan McGregor	7	\$34.83	\$243.81
			\$0.00	\$0.00
			\$0.00	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$7,266.73

b) Anticipated Salary Increases (see page 2 for sample)

\$445.18

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$7,711.91**FRINGE BENEFITS**

d) Fringe Benefits

(Rate: 61.18%)

e) Total Fringe Benefits

[(c) x (d)]

\$4,718.15

f) Overhead

(Rate: 58.64%)

g) Overhead [(c) x (f)]

\$4,522.26

h) General and Administrative

(Rate: 55.91%)

i) Gen & Admin [(c) x (h)]

\$4,311.73

j) Total Indirect Costs [(e) + (g) + (i)] \$13,552.14**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 0%**

\$2,126.40

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	65	mile	0.53	\$ 34.45
Equipment Rental and Supplies				
Permit Fees				
Plan Sheets		sq.ft		\$0.00
Postage/Overnight/Delivery	33	ea	\$5	\$165.00

l) TOTAL OTHER DIRECT COSTS \$199.45**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

m) TOTAL SUBCONSULTANTS' COSTS \$0.00**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$199.45**TOTAL COSTS [(c)+(j)+(k)+(n)]** \$23,589.90**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own costs proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans
- Anticipated salary increase calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant PGAdesign Contract No. R01710-02 Date 9/4/2019

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$7,266.73	150	=	\$48.44	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$48.44	+	5%	=	\$50.87	Year 2 Avg Hourly Rate
Year 2	\$50.87	+	5%	=	\$53.41	Year 3 Avg Hourly Rate
Year 3	\$53.41	+	5%	=	\$56.08	Year 4 Avg Hourly Rate
Year 4	\$56.08	+	5%	=		Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	150.0	=	30.0	Estimated Hours Year 1
Year 2	50.00%	*	150.0	=	75.0	Estimated Hours Year 2
Year 3	20.00%	*	150.0	=	30.0	Estimated Hours Year 3
Year 4	10.00%	*	150.0	=	15.0	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	150.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$48.44	*	30.0	=	\$1,453.35	Estimated Hours Year 1
Year 2	\$50.87	*	75.0	=	\$3,815.03	Estimated Hours Year 2
Year 3	\$53.41	*	30.0	=	\$1,602.31	Estimated Hours Year 3
Year 4	\$56.08	*	15.0	=	\$841.21	Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$7,711.91	
Direct Labor Subtotal before Escalation				=	\$7,266.73	
Estimated total of Direct Labor Salary Increase				=	\$445.18	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the followign requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the cotntract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost of Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Christopher Kent Title *: Principal, Landscape Architect

Signature:  Date of Certification 10/10/19

Email: kent@pgadesign.com Phone Number: 510-550-8851

Address: 444 17th Street, Oakland, CA 94612

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract

List services the consultant is providing under the proposed contract:

Landscape Architecture

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: PGAdesign, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 175.73 % **OR**

Home Office Rate N/A % and Field Office Rate (if applicable) N/A %

Facilities Capital Cost of Money N/A % (if applicable)

Fiscal period * 1/1/2018 - 12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 380,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 10.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input checked="" type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Christopher Kent

Title**: Principal

Signature: 

Digitally signed by Christopher Kent
Date: 2019.02.07 17:31:54 -08'00'

Date of Certification (mm/dd/yyyy): 9/4/19

Email**: kent@pgadesign.com

Phone Number**: 510 550 8851

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

M E M O R A N D U M

Date: February 5, 2019

Re: Contra Costa County On-Call Civil & Structural Engineering

To Whom it May Concern:

PGAdesign Inc. is registered with the California Department of Industrial Relations (DIR) #1000034433.

For the above-mentioned contract there is no prevailing wage work to be performed by the PGAdesign. The company rarely uses non-exempt employs to perform work at our office.

Sincerely



Christopher Kent
Principal

2018 INDIRECT COST RATE SCHEDULE

DESCRIPTION	General Ledger Account Balance	% of Direct Labor
DIRECT LABOR	717,615	#REF!
FRINGE BENEFITS		
6300 Bonuses - Employees	61,400	9%
6300 Bonuses - Principals	111,211	15%
6300 PTO Accrual year end adj	3,148	0%
6300 Principals - Parking Exp.	7,425	1%
6300 Principals - Life Insurance	1,588	0%
6300 EE Pre tax HSA (Health Savings)	380	0%
6300 EE Pre tax Clipper, eFlex, Com.Ck, Parking	3,120	0%
6310 Profit Sharing Plan Employer Contribution	70,000	10%
6840 Employees (EE) Medical Insurance	51,250	7%
6840 EE Pre tax Dependents Medical Ins.	1,719	0%
6840 Principals - Medical/Dental Insurance	28,541	4%
6840 Principals - Dependents Medical	(765)	0%
6840 EE Pre tax Dental Ins.	4,027	1%
6840 EE Pre tax Dependent Dental Ins.	74	0%
7500 Payroll Taxes	89,029	12%
7500 Payroll Processing Fees	4,797	1%
7510 401k/PSP Admin Fees	4,366	1%
7510 Eflex Administration Fees	895	0%
Total Fringe Benefits	442,205	61.62%
GENERAL OVERHEAD		0%
6700 Overtime hours compensation	0	0%
6700 Indirect Labor-Principals	171,556	24%
6700 Indirect Labor-Employees	139,162	19%
6700 Indirect Labor - Proposals	105,828	15%
6700 Indirect Labor - General Marketing	11,841	2%
6700 Indirect Labor - Finance	22,953	3%
7300 Payroll Variance	-53,299	-7%
6810 Insurance - Professional & General Liability, Worker's Comp	44,274	6%
7430 EE Education, Seminars & Conferences	1,329	0%
7700 Prof Registration/Dues/Memberships	5,695	1%
7430 Reference Materials & Books	0	0%
7800 Rent	103,944	14%
7420 Office Supplies & Expense	12,925	2%
6000 Advertising, Marketing, Web Design	3,645	1%
7430 Computer Exp.Svs,Software, Hdw under \$400	13,289	2%
7900 Telephone & Internet	10,036	1%
7410 Postage/Ship/Delivery	353	0%
7430 Equipment Rental	0	0%
7400 Janitorial, Repairs and Maintenance	24,314	3%
7100 Equipment Repair and Maintenance	521	0%
7430 Printing & Reproductions (74800)	5831	1%
7430 Software Renewals/Licenses/Support	9,045	1%
6200 Bank Fees	1,142	0%
6600 Dues & Subscription	2,032	0%
7700 Legal Professional Services, Accounting and Legal	54,030	8%
7430 IT Support, Design Management & Other Consulting	36,018	5%
6400 Contributions/Donations & Gifts	10,943	2%
7600 Business & Prop Taxes/Licenses	5,646	1%
7800 Auto, Rental, Gas, Parking, Tolls	135	0%
7430 Travel	2,915	0%
7200 Staff Meals & Events	11,470	2%
7430 Conferences Training & Research	140	0%
7430 Printing/Repro Recovery	-6,963	-1%
6500 Depreciation-Furniture & Fixtures	43,484	6%
7600 Corporation State Taxes	825	0%
6000 Biz Dev - Postage & Delivery, gas, travel, lodging	21,213	3%
7200 Biz Dev - Meals & Entertainment	2,564	0%
Total General Overhead	818,833	114.10%
TOTAL FRINGE BENEFITS AND GENERAL OVERHEAD	\$ 1,261,039	175.73%

EXHIBIT 10-H1 COST PROPOSAL**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant WRECO

Project No. _____

Contract No. _____

Date 9/5/2019**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly	Total
PRINCIPAL ENGINEER	TBD	0	\$97.76	\$0.00
SUPERVISING ENGINEER II	TBD	2	\$80.83	\$161.66
SUPERVISING ENGINEER I	TBD	0	\$71.07	\$0.00
SENIOR GEOLOGIST	TBD	10	\$52.89	\$528.90
SENIOR ENGINEER	TBD	0	\$67.82	\$0.00
ASSOCIATE ENGINEER	TBD	44	\$46.25	\$2,035.00
ASSOCIATE ENV. SCIENTIST	TBD	40	\$40.00	\$1,600.00
STAFF ENGINEER	TBD	0	\$35.00	\$0.00
STAFF ENV. SCIENTIST	TBD	12	\$30.00	\$360.00
TECH EDITOR	TBD	4	\$29.00	\$116.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$4,801.56

b) Anticipated Salary Increases (see page 2 for sample)

\$159.31

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$4,960.87

FRINGE BENEFITSd) Fringe Benefits (Rate: 70.36%)**e) Total Fringe Benefits**

[(c) x (d)] \$3,490.46

f) Overhead

(Rate: 32.32%)

g) Overhead [(c) x (f)]

\$1,603.35

h) General and Administrative

(Rate: 35.12%)

i) Gen & Admin [(c) x (h)]

\$1,742.26

j) Total Indirect Costs [(e) + (g) + (i)]

\$6,836.07

FIXED FEE**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%**

\$1,179.70

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	344.83	mile	0.58	\$ 200.00
Environmental Data Resources	1		400	\$ 400.00
Reproduction/Report	1		175	\$ 175.00
Plan Sheets		sq.ft		\$0.00
Postage/Overnight/Delivery	1	package	\$25	\$25.00

l) TOTAL OTHER DIRECT COSTS

\$800.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) TOTAL SUBCONSULTANTS' COSTS

\$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]

\$800.00

TOTAL COSTS [(c)+(j)+(k)+(n)]

\$13,776.64

NOTES:

- 1 Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own costs proposals.
- 2 The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans
- 3 Anticipated salary increase calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant WRECO Contract No. Date 9/5/2019

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$4,801.56	112	= \$42.87	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$42.87	+	3%	=	\$44.16	Year 2 Avg Hourly Rate
Year 2	\$44.16	+	3%	=	\$45.48	Year 3 Avg Hourly Rate
Year 3	\$45.48	+	3%	=	\$46.85	Year 4 Avg Hourly Rate
Year 4	\$46.85	+	3%	=		Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.00%	*	112.0	=	11.2	Estimated Hours Year 1
Year 2	70.00%	*	112.0	=	78.4	Estimated Hours Year 2
Year 3	20.00%	*	112.0	=	22.4	Estimated Hours Year 3
Year 4	0.00%	*	112.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	112.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$42.87	*	11.2	=	\$480.16	Estimated Hours Year 1
Year 2	\$44.16	*	78.4	=	\$3,461.92	Estimated Hours Year 2
Year 3	\$45.48	*	22.4	=	\$1,018.80	Estimated Hours Year 3
Year 4	\$46.85	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$4,960.87	
Direct Labor Subtotal before Escalation				=	\$4,801.56	
Estimated total of Direct Labor Salary Increase				=	\$159.31	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3


Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost of Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: <u>Han-Bin Liang, Ph.D., P.E.</u>	Title *: <u>President</u>
Signature: 	Date of Certification (mm/dd/yyyy): <u>09/05/2019</u>
Email: <u>hanbin_liang@wreco.com</u>	Phone Number: <u>925-941-0017 x201</u>
Address: <u>1243 Alpine Road, Suite 108, Walnut Creek, CA 94596</u>	

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract

List services the consultant is providing under the proposed contract:

Initial Site Assessment Services.

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: WRECO

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate 137.80 % and Field Office Rate (if applicable) 107.80 %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 01/01/2018 to 12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 10,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 22.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Han-Bin Liang, Ph.D., P.E.

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 08/28/2019

Email**: hanbin_liang@wreco.com

Phone Number**: (925) 941-0017

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations



1243 Alpine Road, Suite 108
Walnut Creek, CA 94596
Phone: 925.941.0017
Fax: 925.941.0018
www.wreco.com

PREVAILING WAGE POLICY

The prevailing wage rate is the basic hourly rate paid on public works projects to a majority of workers engaged in a particular craft, classification or type of work within the locality and in the nearest labor market area (if a majority of such workers are paid at a single rate). If there is no single rate paid to a majority, then the single or modal rate being paid to the greater number of workers is prevailing.

When an Exempt or Nonexempt employee is assigned to a Prevailing Wage assignment(s), WRECO will compensate the employee in accordance with Prevailing Wage guidelines as set forth by the Department of Industrial Relations (DIR). When the prevailing wage rate is applicable, WRECO will follow Caltrans Prevailing Wage Interpretation Guidance dated February 6, 2017 to account for prevailing wage delta costs: WRECO will utilize method No. 1 for "prevailing wage delta base" to record the differentials in hourly wages as direct labor cost, and utilize method No. 2 for "prevailing wage delta fringe" to record the differentials in fringe benefits as other direct costs.

In addition, WRECO submits certified payroll to DIR on a bi-weekly basis. Both the CEM-2502 and CEM-2503 Contractor/Subcontractor Payroll form and Statement of Compliance form are completed showing every person employed at the job site that performed work. The Fringe Benefit Statement, form CEM-2501, is completed as part of the first certified payroll, or when there have been any changes. Certified payroll records are to be kept for up to three years after the contract has been completed.

If you have any questions, please contact Human Resources.



Analette Ochoa, Senior Associate

2/15/18

Date



CITY COUNCIL REPORT

7E

DATE: FEBRUARY 18, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR / CITY ENGINEER

SUBJECT: DECLARE THE LISTED PROPERTY AS SURPLUS AND DESIGNATE A PURCHASING OFFICER TO DISPOSE OF THE LISTED PROPERTY IN ACCORDANCE WITH THE PROCUREMENT POLICY

RECOMMENDATION

It is recommended that the City Council adopt a resolution declaring the listed property as surplus and designating the listed staff member to serve as the Purchasing Officer to dispose of the listed property in accordance with the Procurement Policy.

BACKGROUND

Per Section VIII of the current Procurement Policy, “the Purchasing Officer is responsible for the transfer and disposition of surplus City property. ‘Surplus Property’ is used generically to describe any City property that is no longer needed or useable by the holding department. The City Council shall declare item(s) surplus prior to disposal.”

Per the Procurement Policy, the Purchasing Officer will determine the method of disposal that best serves the interest of the City. The policy details appropriate methods as follows:

1. Public Auction - Surplus property may be sold at public auction. City staff may conduct public auctions, or the City may contract for professional auction services.
2. Bids - Bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.
3. Selling for Scrap - Surplus property may be sold as scrap if the Purchasing Officer determines that the value of the raw material exceeds the value of the property as a whole.

4. Negotiated Sale - Surplus property may be disposed of through a negotiated sale if the Purchasing Officer determines that only one known buyer is available or interested in acquiring the property.
5. No Value Item – Where the Purchasing Officer determines that specific supplies or equipment are surplus and of minimal value to the City due to spoilage, obsolescence, or other cause, or where the Purchasing Officer determines that the cost of disposal of such supplies or equipment would exceed the recovery value, the Purchasing Officer shall dispose of the property in such a manner as he or she deems appropriate and in the best interest of the City.

REVIEW & ANALYSIS

City staff has determined that the property listed in Exhibit A to the proposed City Council resolution is surplus. Staff is requesting Council's approval to dispose of the property.

FISCAL IMPACT

The listed property has no value in its current condition. Freeing up space will ease other work functions.

ATTACHMENT

- A Resolution
- Exhibit A – Equipment List

RESOLUTION NO. 2020-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DECLARING THE LISTED PROPERTY AS SURPLUS AND DESIGNATING A PURCHASING OFFICER TO DISPOSE OF THE LISTED PROPERTY IN ACCORDANCE WITH THE PROCUREMENT POLICY

WHEREAS, City staff has recently purchased new equipment to replace equipment that is worn and past its useful life; and

WHEREAS, City staff has determined that the old equipment, listed in Exhibit A, is no longer of use to the City and therefore should be designated surplus; and

WHEREAS, per the City's Procurement Policy, the City Council must designate property surplus before City staff can dispose of it through the surplus property process; and

WHEREAS, the list of equipment assigns a Purchasing Officer who in accordance with the Procurement Policy will determine the best means of disposal.

NOW THEREFORE, BE IT RESOLVED that the Pinole City Council does hereby declare the listed property as surplus and designates a Purchasing Officer to dispose of the listed property in accordance with the Procurement Policy.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 18th day of February 2020 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 18th day of February 2020.

Heather Iopu, CMC
City Clerk

No.	Description	Age	Inventory ID /License #	Vin/Serial Number	Surplus Reason	Purchasing Officer
1	26 conference room chairs	unknown	none	none	old, worn and stained	Tamara Miller
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
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19						
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27						
28						
29						



CITY COUNCIL REPORT

9A

DATE: FEBRUARY 18, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER

BY: ROXANE STONE, MANAGEMENT ANALYST

SUBJECT: ADOPTION OF THE CITY OF PINOLE STRATEGIC PLAN 2020 – 2025

RECOMMENDATION

City staff recommends that the City Council adopt the proposed City of Pinole Strategic Plan 2020 - 2025.

BACKGROUND

On February 5, 2019, the City Council directed staff to issue a Request for Proposals (RFP) in order to engage a consultant to conduct two projects, City Council team building and the creation of a strategic plan. The Council appointed a subcommittee of Council Members Murray and Tave to review the proposals received. Of three firms interviewed, the subcommittee recommended, and the full Council approved, Management Partners.

REVIEW AND ANALYSIS

The City entered into a consulting services agreement with Management Partners on April 17, 2019. The firm then proceeded to complete the following Council team building and strategic plan development activities.

- **City Council Teambuilding Workshop (June 2019)**
The City Council and City Manager participated in a one-day workshop and identified key community priorities as well as their vision for the future.
- **Strategic Plan Department Questionnaire (July 2019)**
The City's executive team was invited to respond to a questionnaire in which they were asked to assess their department's and the City's strengths, limitations, opportunities, and threats (SLOT); identify current and desired projects; and provide input on the City's mission, vision, and values.

- **Board and Commission Focus Group (August 2019)**
Eleven individuals representing the City of Pinole Planning Commission, Community Services Commission, and Traffic and Pedestrian Safety Committee provided their assessment of community accomplishments, challenges, opportunities, and threats as well as their vision for the future.
- **Community Meetings (September and October 2019)**
The City held a total of four community meetings. Two were held on September 25, 2019, at the Pinole Library and the East Bluff Apartment Complex, at 9 am and 6 pm, respectively, and two were held on October 7, 2019, at the Pinole Youth Center and Pinole Middle School, at 12 pm and 7 pm, respectively. The community meetings were publicized on the City's website, and every resident in Pinole was mailed a postcard notice of all meetings. Management Partners facilitated these meetings and captured the community's input about a vision for the City and to identify priorities for the future.
- **Environmental Scan (October 2019)**
Staff collaborated with Management Partners to collect data on community and economic trends. The environmental scan also included state, regional, and local trends; existing services provided; infrastructure needs; data about City staff and resident demographics; and City financial information.
- **Strategic Plan Workshop (December 2019)**
The City's executive team and Management Partners met for an all day workshop. Staff discussed all of the information gathered in the previous activities, reviewed the environmental scan, and identified preliminary goals and strategies.
- **City Council Strategic Planning Workshop (January 2020)**
Management Partners conducted a workshop with the City Council and executive team on January 25, 2020. Management Partners presented the environmental scan as well as draft City vision, mission, goals, and strategies, based on all of the input that Management Partners had received through various channels throughout the strategic plan development process. Management Partners accepted feedback on the draft materials.

Based on all the activities and dialog Management Partners conducted throughout the strategic plan development process, the firm has created a proposed City of Pinole Strategic Plan 2020 – 2025 (attached). The Strategic Plan contains four goals, listed below, as well as a list of specific strategies to meet the goals.

- Goal 1. Safe and Resilient Pinole
- Goal 2. Financially Stable Pinole
- Goal 3. Vibrant and Beautiful Pinole
- Goal 4. High Performance Pinole

Once the City Council adopts a Strategic Plan, Management Partners will work with the City's executive team to create an implementation action plan, which will contain timelines and assignments for carrying out specific strategies. City staff intends to provide regular progress reports to the City Council on implementation of the Strategic Plan. City staff also anticipates that it will be useful to revisit the Strategic Plan midway through its lifecycle to confirm or update as appropriate.

FISCAL IMPACT

The recommended action carries no fiscal impact. Funding for programs and projects described in the Strategic Plan will become part of the City's normal annual and long-term planning and budgeting processes.

ATTACHMENTS:

Attachment A:	Resolution
Attachment B	Proposed City of Pinole Strategic Plan 2020 - 2025
Attachment C:	Pinole Environmental Scan
Attachment D:	Pinole Strategic Planning Briefing Book (January 25, 2020)
Attachment E:	Pinole Strategic Plan Council Workshop PowerPoint
Attachment F:	Pinole Strategic Plan Community Engagement PowerPoint

RESOLUTION NO. 2020-____

RESOLUTION ADOPTING CITY OF PINOLE STRATEGIC PLAN 2020 - 2025

WHEREAS, strategic planning is a disciplined effort of establishing the direction of an organization by assessing both where you are and where you're going, and produces fundamental decisions and actions that will shape and guide the organization; and

WHEREAS, the benefits of strategic planning are that organizations can increase effectiveness and efficiency, make better decisions, and improve communications and public relations; and

WHEREAS, the consulting firm Management Partners led the City through the strategic planning process; and

WHEREAS, the process involved extensive engagement with the community, City Council, and the City executive team; and

WHEREAS, Management Partners has drafted a Strategic Plan reflecting City Council direction that is based on all of the input received and dialog; and

WHEREAS, the Strategic Plan contains a vision, mission, and the following four goals: safe and resilient Pinole, financially stable Pinole, vibrant and beautiful Pinole, and high performance Pinole; and

WHEREAS, the City Council has reviewed the proposed Strategic Plan and believes that it appropriately captures the City's vision, mission, and goals.

NOW THEREFORE, BE IT RESOLVED that the Pinole City Council does hereby adopt the attached City of Pinole Strategic Plan 2020 - 2025.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 18th day of February 2020 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Pinole City Council
Resolution No. 2020-____
Page ____

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 18th day of February 2020.

Heather Iopu, CMC
City Clerk

City of Pinole Strategic Plan 2020 – 2025 **PROPOSED**



Vision
Mission
Goals
Strategies



February
2020



Prepared for the City of Pinole by Management Partners



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Introduction

The City of Pinole Strategic Plan 2020 – 2025 expresses the City's vision, mission, goals, and strategies for the next five years. It was developed through an extensive research and engagement process led by Management Partners, described in detail below, that began in June 2019.

The vision, mission, goals, and strategies are based on the information and perspectives provided by Pinole's community members, appointed officials, staff, and the City Council.

The vision is our aspiration for the future. The mission is the City organization's statement of purpose. The goals are the main objectives that need to be achieved in order to obtain the vision. Each goal contains a list of specific strategies (deliverables). Following City Council approval of the Strategic Plan, staff will develop an implementation action plan to assign responsibility and timelines for completion of the strategies.

The City would like to thank all of the stakeholders that participated in the development of the Strategic Plan, and encourage everyone to remain engaged with the Strategic Plan by monitoring the City's progress and celebrating the results we achieve and deliver together.



City of Pinole Leadership

City Council



Roy Swearingen,
Mayor



Norma Martinez-Rubin,
Mayor Pro Tem



Pete Murray,
Councilmember



Vincent Salimi,
Councilmember



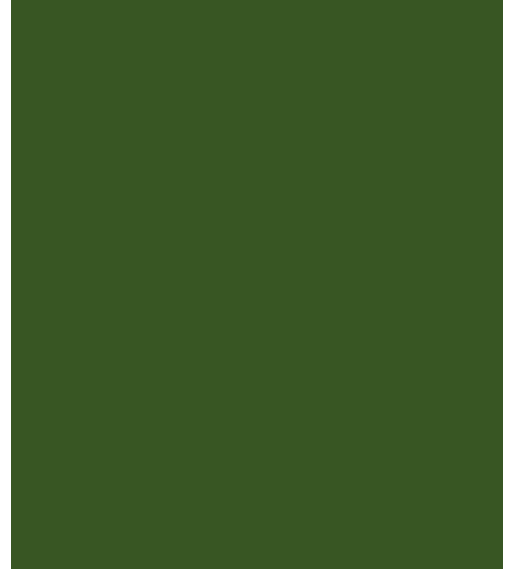
Anthony L. Tave
Councilmember

Executive Team

- Andrew Murray, City Manager
- Hector De La Rosa, Assistant City Manager
- Eric Casher, City Attorney
- Neil Gang, Police Chief
- Heather Iopu, City Clerk
- Andrea Miller, Finance Director
- Tamara Miller, Development Services Director / City Engineer
- Chris Wynkoop, Fire Chief



Strategic Plan Process and Themes



BENEFITS OF STRATEGIC PLANNING

The City of Pinole's **Strategic Plan** contains a vision, mission, goals, and strategies. Strategic planning helps a community identify its highest priority interests, articulates a vision of the future, and clearly communicates the City's direction amidst competing demands. Moreover, the plan provides a framework for reporting progress on how the City is achieving its vision through defined goals.

PLAN DESIGN APPROACH

Community Engagement

A public engagement plan was developed to gather input from a cross-section of elected and appointed officials along with community members. In each engagement event, participants were invited to share their aspirations for the community and insights about Pinole's accomplishments, challenges, and opportunities. The public input opportunities that informed the Strategic Plan included the following:

- **City Council Workshop:** On June 27, 2019, the City Council and City Manager participated in a one-day workshop and identified key community priorities as well as their vision for the future.
- **Boards and Commissions Focus Group:** On August 26, 2019, 11 members, representing the City of Pinole Planning Commission, Community Services Commission, and Traffic and Pedestrian Safety Committee, shared their perspectives about strengths, challenges, and opportunities of the City.



- **Community Meetings:** Members of the community were invited to identify community strengths, challenges, and opportunities in four separate meetings. A total of 57 community members attended meetings held at four separate locations across the city and at four different times on September 25 and October 7, 2019.
- **Departmental Questionnaire and Meeting:** Each City department provided responses to a questionnaire that focused on identification of current City projects and future needs. The executive team met on October 30, 2019 to review the engagement results and discuss key community trends in preparation for the Council workshop in January 2020.
- **Strategic Plan Workshop:** The Council held a Strategic Plan workshop on January 25, 2019. The City Council reviewed a summary of all public engagement input and key community trends presented in an environmental scan. Following a review of the information, the Council developed the vision, mission, goals and strategies contained in this document.

Community Engagement Themes

Community members indicated that they value Pinole's strong sense of community, good school system, ethic of citizen involvement, location, open space, and small-town feel. Community members also expressed interest in seeing improvements to the following:

- Consistent communication with community members,
- Community engagement opportunities,
- Emergency preparedness,
- Fiscal stewardship and sustainability,
- Long range capital planning and maintenance of current assets,
- Neighborhood beautification efforts,
- Economic development and downtown redevelopment,
- Regional and legislative partnerships, and
- Employee attraction, retention, and development.

Environmental Scan

The Strategic Plan was also informed by an environmental scan. The scan included a summary of Pinole's demographic and community trends. The scan also provided an overview of recent patterns in housing, public safety, development, transportation, and traffic congestion. The scan included information about the City's current and future financial forecasts. The impacts of climate change were also discussed along with a review of overall community resilience.



Vision



The vision statement is an aspiration for the future.

It is a statement of where the community is going.

“Pinole is a safe, vibrant, and innovative community with small town charm and a high quality of life.”



Mission



A mission is a statement of the purpose of the organization.

It fundamentally defines what the organization stands for and what it will do.

“Pinole will be efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.”



Pinole's Goals

The Strategic Plan contains four goals. The goals, along with their definition statement, are listed below.

Safe and Resilient Pinole	Develop and communicate community resilience through quality public safety service delivery, property maintenance policies and practices, and disciplined investment in community assets.
Financially Stable Pinole	Ensure the financial health and long-term sustainability of the City.
Vibrant and Beautiful Pinole	Facilitate a thriving community through development policies and proactive relationship building.
High Performance Pinole	Build an organization culture that is efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.



GOAL 1. SAFE AND RESILIENT PINOLE



Develop and communicate community resilience through quality public safety service delivery, property maintenance policies and practices, and disciplined investment in community assets.

STRATEGIES

1. Conduct a citywide asset condition assessment.
2. Update the emergency preparedness and response plan (including results of the facilities and equipment assessment).
3. Explore restoring the community emergency response team (CERT) program and conducting annual tabletop exercises and community drills.
4. Review, prioritize, and implement as appropriate the 2019 fire service study recommendations.



GOAL 2. FINANCIALLY STABLE PINOLE



Ensure the financial health and long-term sustainability of the City.

STRATEGIES

1. Develop a long-term financial plan (LTFP) and use it to guide budget and financial decisions (including policies regarding reserves and management of liabilities).
2. Conduct a comprehensive fee study to ensure cost recovery of current and potential service fees. (Evaluate implementing an online payment platform.)
3. Establish a program to evaluate grant opportunities and capacity.
4. Explore an array of revenue generation opportunities to recover costs.
5. Develop a disciplined approach to funding infrastructure maintenance and improvements.



GOAL 3. VIBRANT AND BEAUTIFUL PINOLE



Facilitate a thriving community through development policies and proactive relationship building.

STRATEGIES

1. Update the General Plan and Three Corridors Specific Plan.
2. Develop/create a comprehensive strategy to encourage streamlining the rehabilitation and re-use of undeveloped or under-developed properties.
3. Partner with regional for- and non-profit housing agencies (and developers) to provide an array of housing options consistent with community income levels.
4. Develop a comprehensive economic development strategy that includes a focus on downtown redevelopment to activate the core of the community as a destination for the region (including gateway and wayfinding signage as well as branding).
5. Partner regionally to improve and enhance transportation circulation, including public transit, cars, bikes, and pedestrians.
6. Conduct a review and update of the City's code enforcement and property maintenance programs with a focus on increased beautification efforts and investment in community amenities, business districts, and nuisance abatement.



GOAL 4. HIGH PERFORMANCE PINOLE



Build an organization culture that is efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.

STRATEGIES

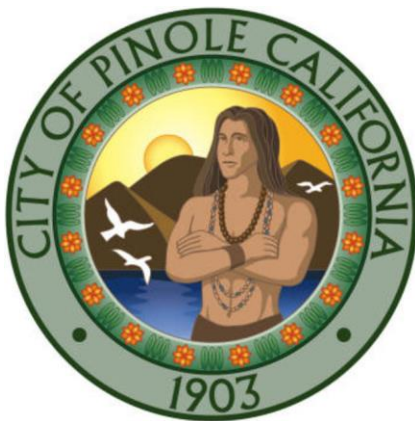
1. Develop an employee attraction, retention and development plan.
 - a. Analyze the City's classification and compensation system and update as needed.
2. Conduct a citywide organization review to optimize efficiencies.
3. Review citywide implementation of best practices and improve processes.
4. Develop a strategic communication plan (i.e., public information officer, messaging, marketing, technical implementation).
5. Develop a public engagement plan.
 - a. Develop policies and practices that provide a framework for diverse community members to connect, interact, and proactively participate.
 - b. Explore opportunities for meaningful youth participation in city and community life.
 - c. Develop a robust volunteer and internship program.
6. Develop a comprehensive information technology Strategic Plan.
7. Develop an interagency legislative advocacy program.





As described earlier, the Strategic Plan is accompanied by an implementation action plan that sets forth timelines and staff assignments. Progress reports will be provided periodically throughout the year to the City Council. Community members are encouraged to attend City Council meetings to learn more.





PINOLE, CA 94564
(510)724-9826



A central graphic featuring a computer monitor displaying a dashboard with a line graph, a pie chart, and wavy lines. Surrounding the monitor are several circular icons: a laptop, a money bag with a dollar sign, a family silhouette, a flower, a mouse, a clock, and a globe. A white rectangular box with a thin black border is overlaid on the monitor, containing the text 'Environmental Scan'.

Environmental Scan

Overview

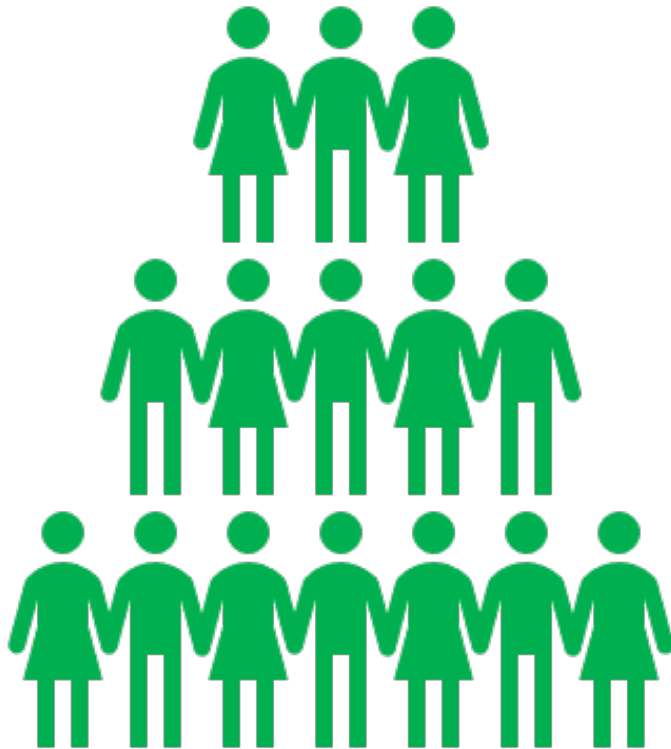
- City demographics
- Housing and economic development trends
- Transportation
- Public safety
- Budget and staffing
- Other considerations



City Demographics



General Population



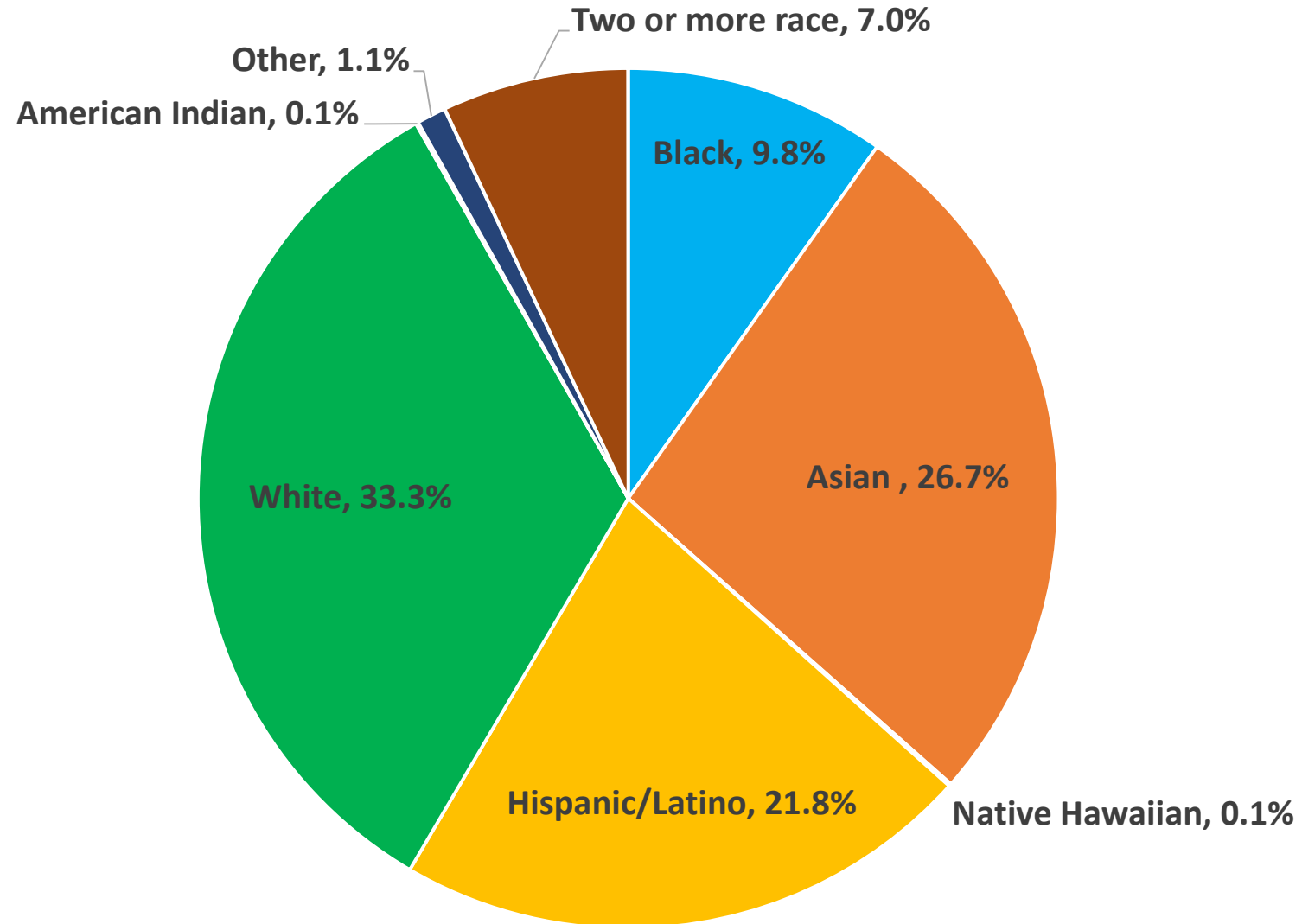
Contra Costa County – 1,150,215

County Growth (2017-2018) – 2.3%

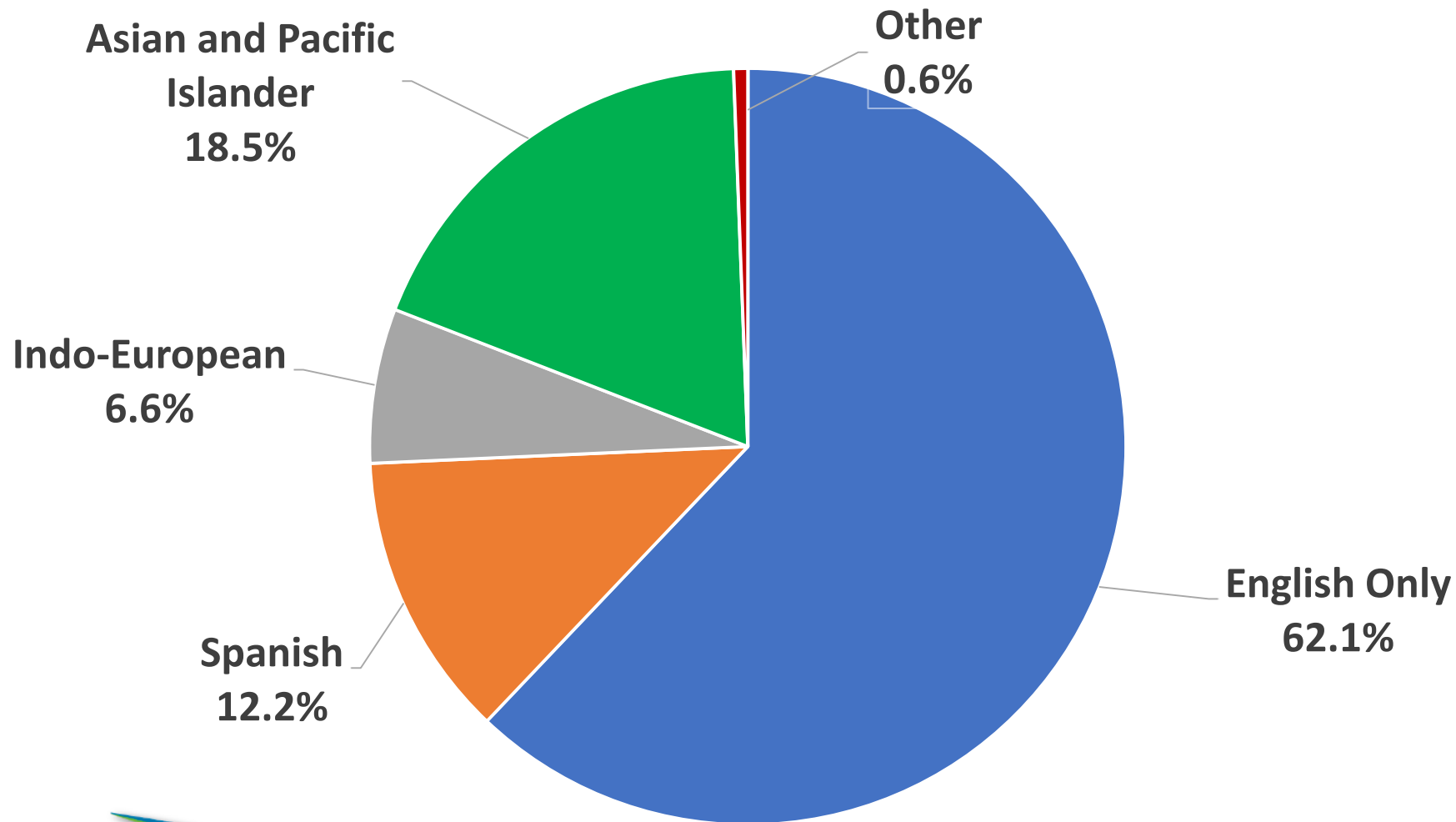
City of Pinole – 19,318

City Growth (2017-2018) – 0.4%

Demographics by Race



Languages Spoken at Home in Pinole



Those who report speaking English less than “very well” is

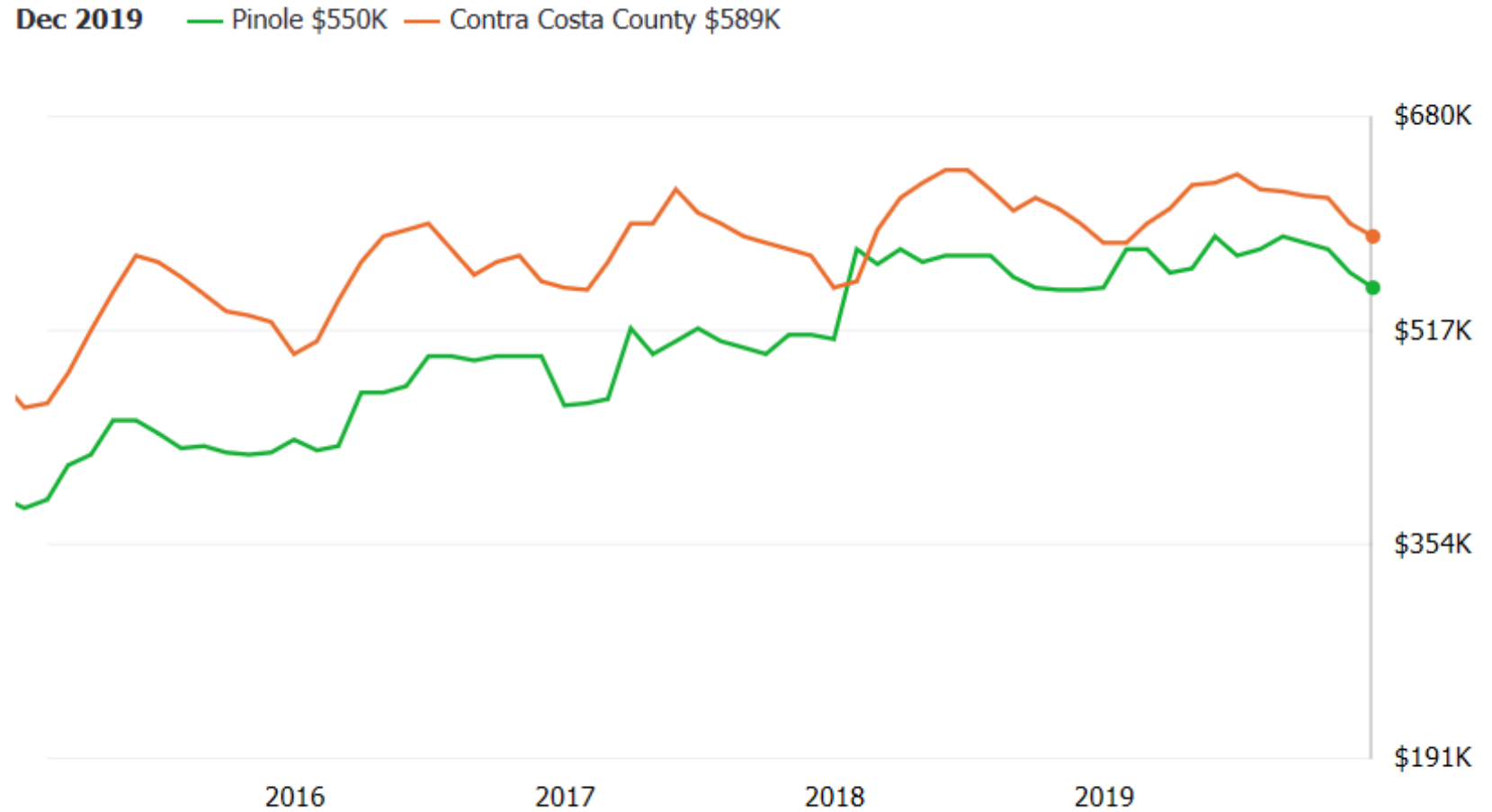
14%

Housing and Economic Development Trends

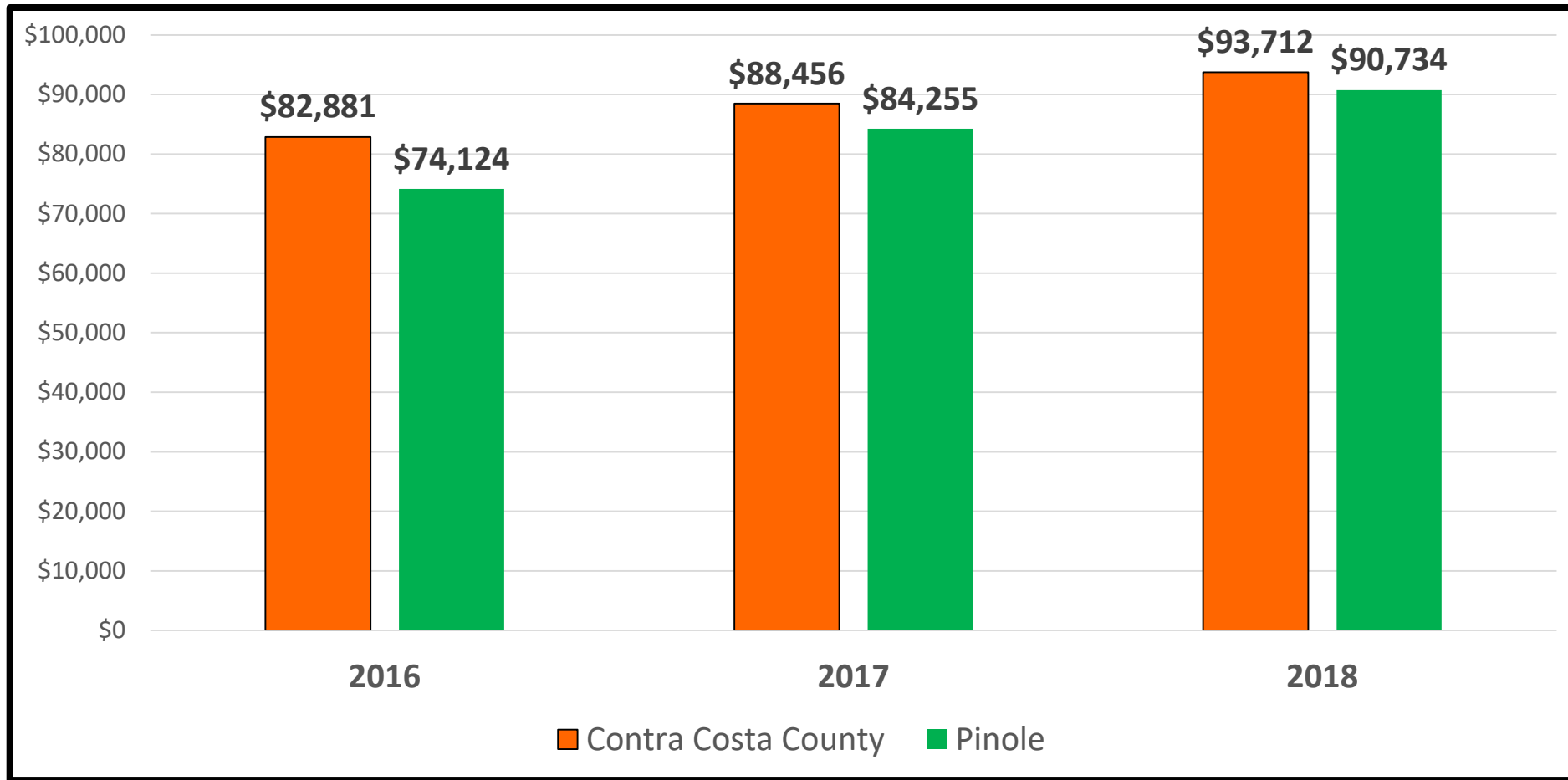


Housing Market Overview

In the **last three years**,
Pinole's market rate
is **6% lower**
compared **to**
Contra Costa County.



Average Household Income



The **most common occupation category** for Pinole's residents is **management, business, science and arts**.

Homeowners and Renters

Owner-occupied homes:

Pinole – 70%

Contra Costa – 66%

City's household average
income in 2018 is \$90,734

City's average rent in 2018
is \$1,752

23% of renter's income
goes to rent on average



Regional Housing Need Availability and Affordability



- California will be introducing new state requirements for affordable housing.
- RHNA calculations for housing needs in Pinole will be refined.

Changing Nature of Retail: Redevelopment Opportunities Underway

Toys R Us



K Mart



Historic Bank of Pinole



2279 Park Street



612 Tennent Avenue



East corner of San Pablo Avenue

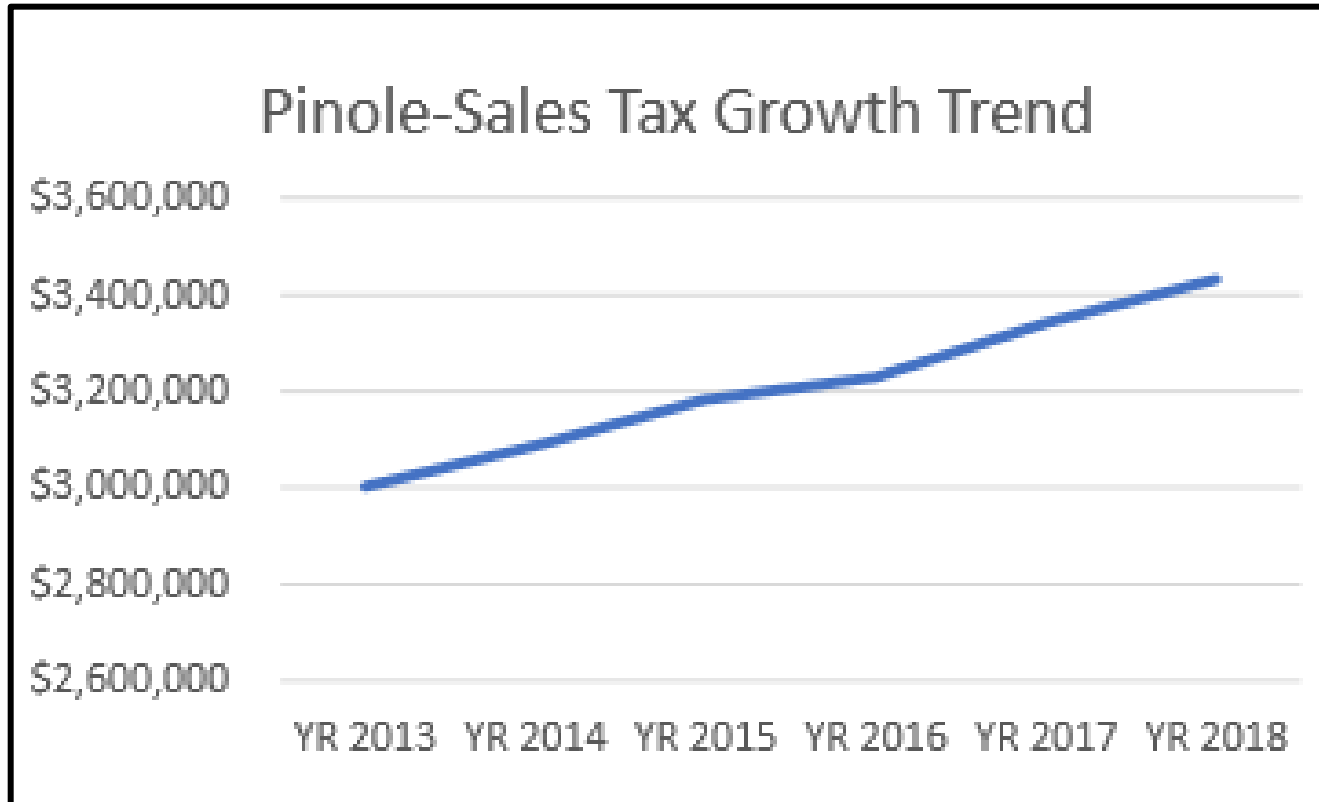


Top 10 Employers

1. • Target
2. • Kaiser
3. • City of Pinole
4. • Sprouts Farmers Market
5. • MV Public Transportation, Inc.
6. • In-N-Out Burger
7. • Best Buy
8. • Safeway, Inc.
9. • West Contra Costa USD
10. • Burlington



Sales Tax Sources and Trend



Sales tax revenues grew by 14% from 2013 – 2018.

Industries that **contributed 88% of the City's net growth** include:

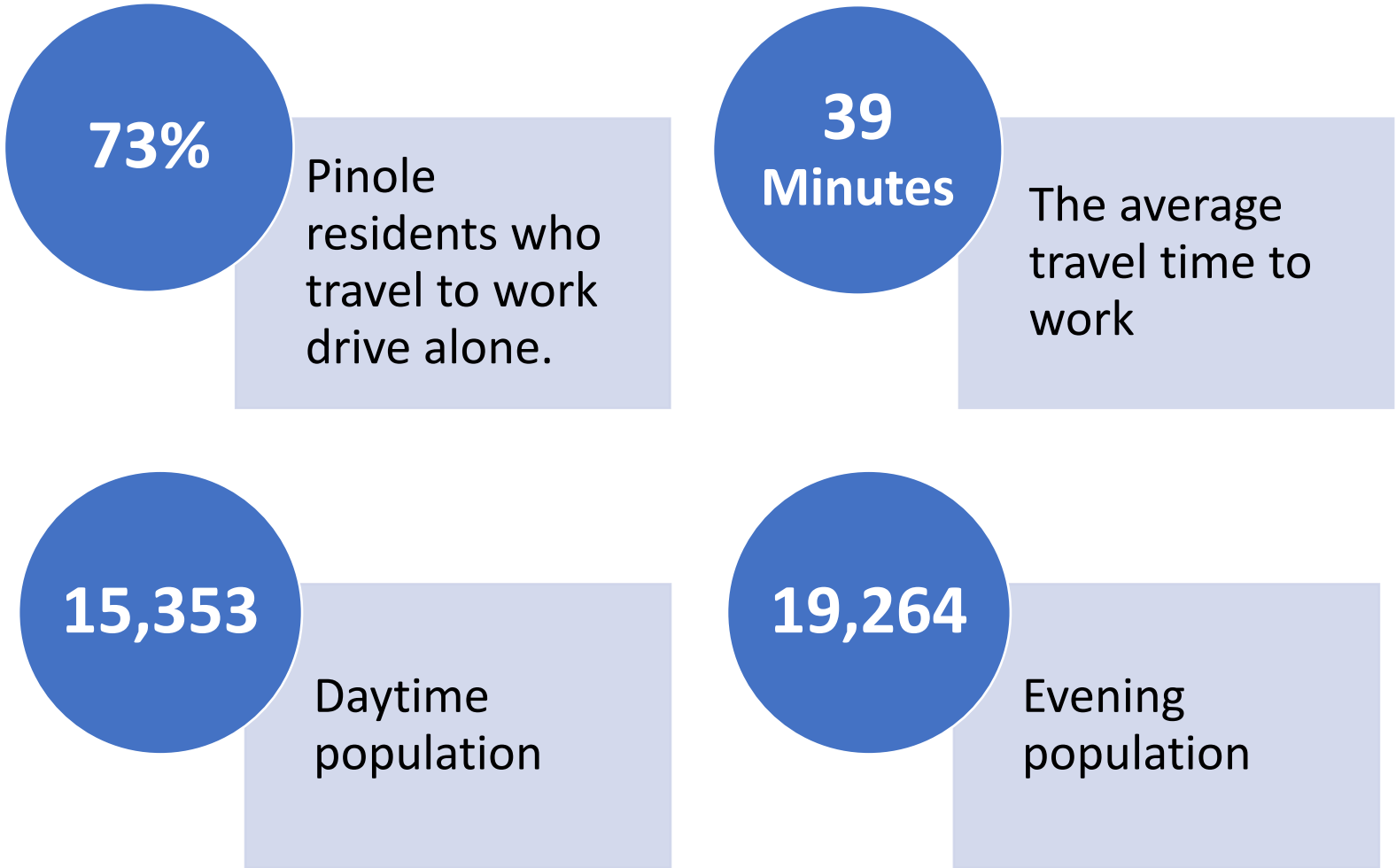
- Building and Construction
- Food and Drugs
- General Consumer Goods
- Restaurants and Hotels

Transportation





Transportation Characteristics





West Contra Costa Traffic Projections Through 2040

West Contra Costa High-Capacity Transit Study, (2017)

Projected population growth: 29%

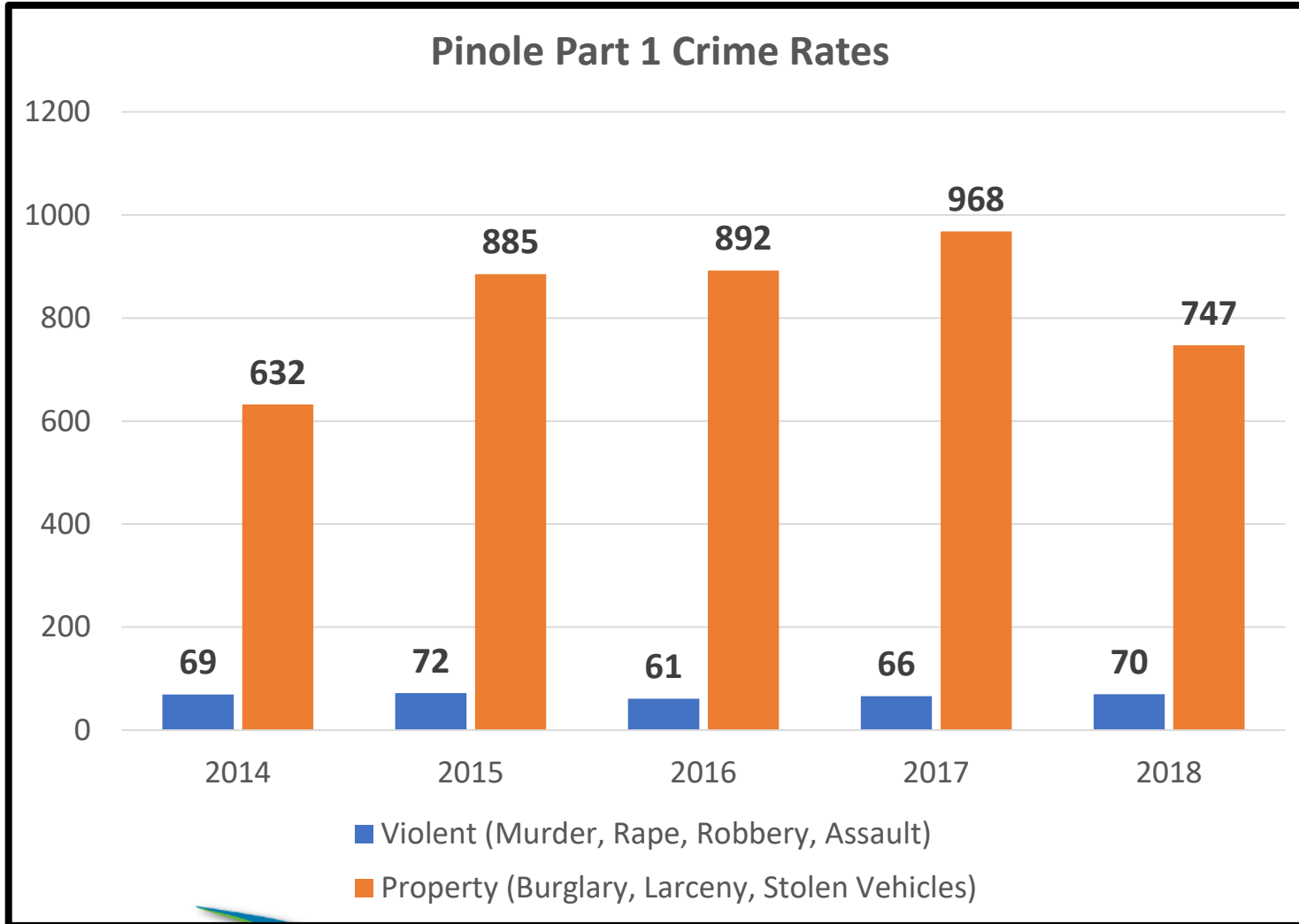
Projected job growth: 36%

Vehicles on the I-80 corridor are **expected to increase** by approximately **23% by 2040** during peak commuting times.

Public Safety



Part 1 Crimes



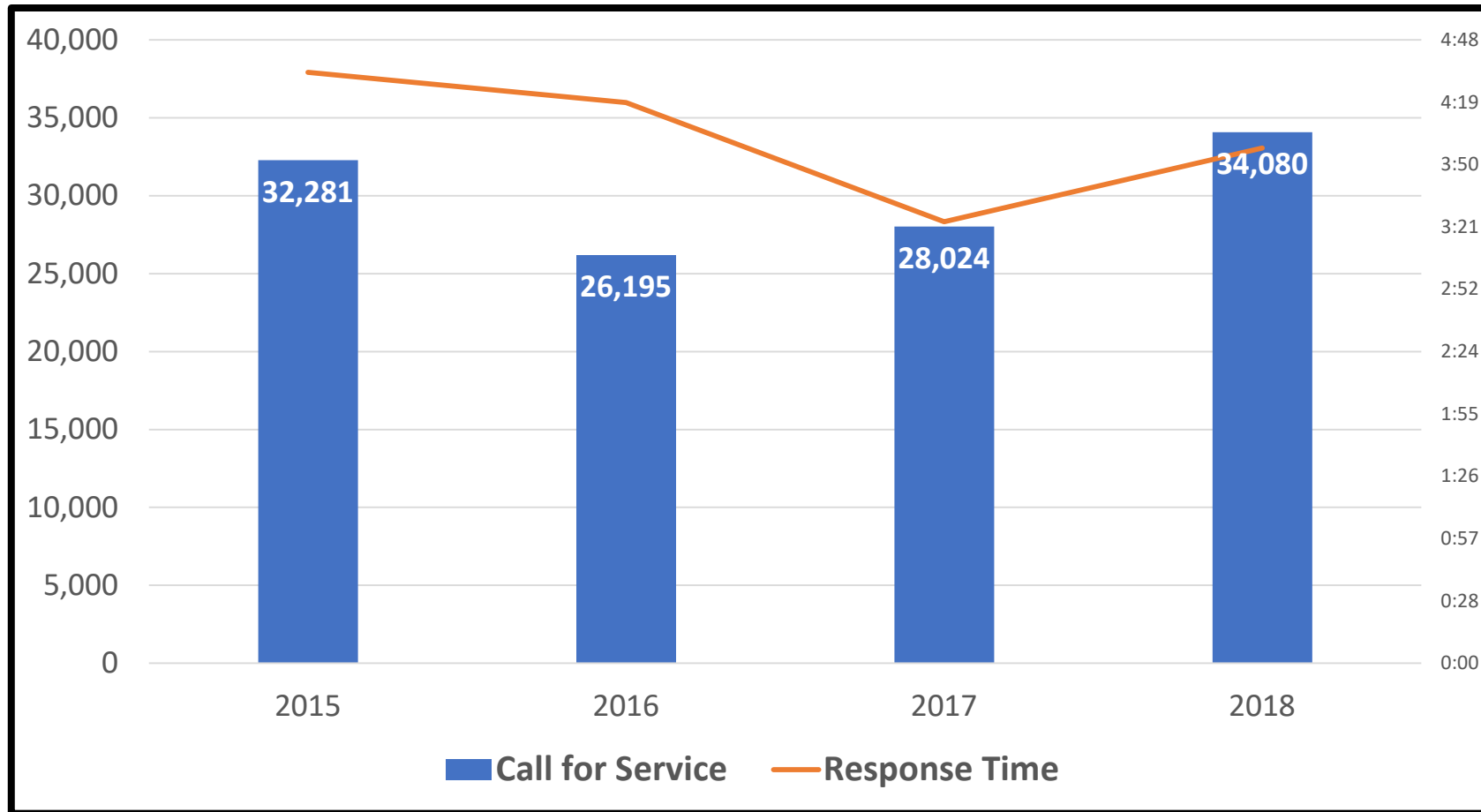
Pinole compared to Contra Costa County (2018):

Contra Costa County has **10 times** more violent crimes per capita than Pinole.

Contra Costa County has **double** the amount of **property crimes** per capita compared to Pinole.

51% (378 out of 747) of the **property crimes in 2018** happened at the **Fitzgerald Regional Retail Corridor**

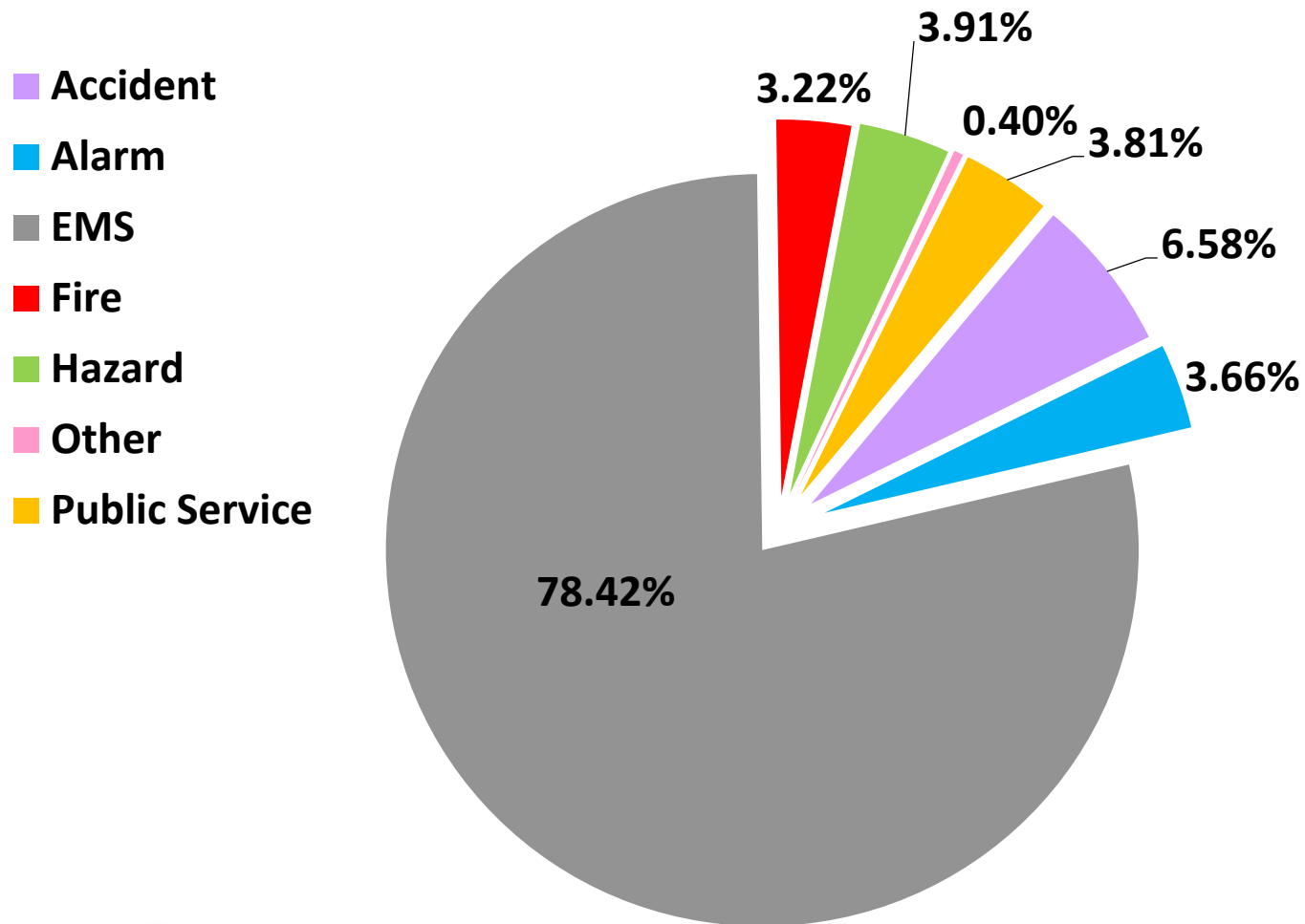
Part I Calls for Service and Response Time



Year	*Response Time
2015	4:33
2016	4:19
2017	3:24
2018	3:41

*Priority 1 Calls: Emergency call which requires immediate response and there is reason to believe that an immediate threat to life exists.

Fire Services by Call Type

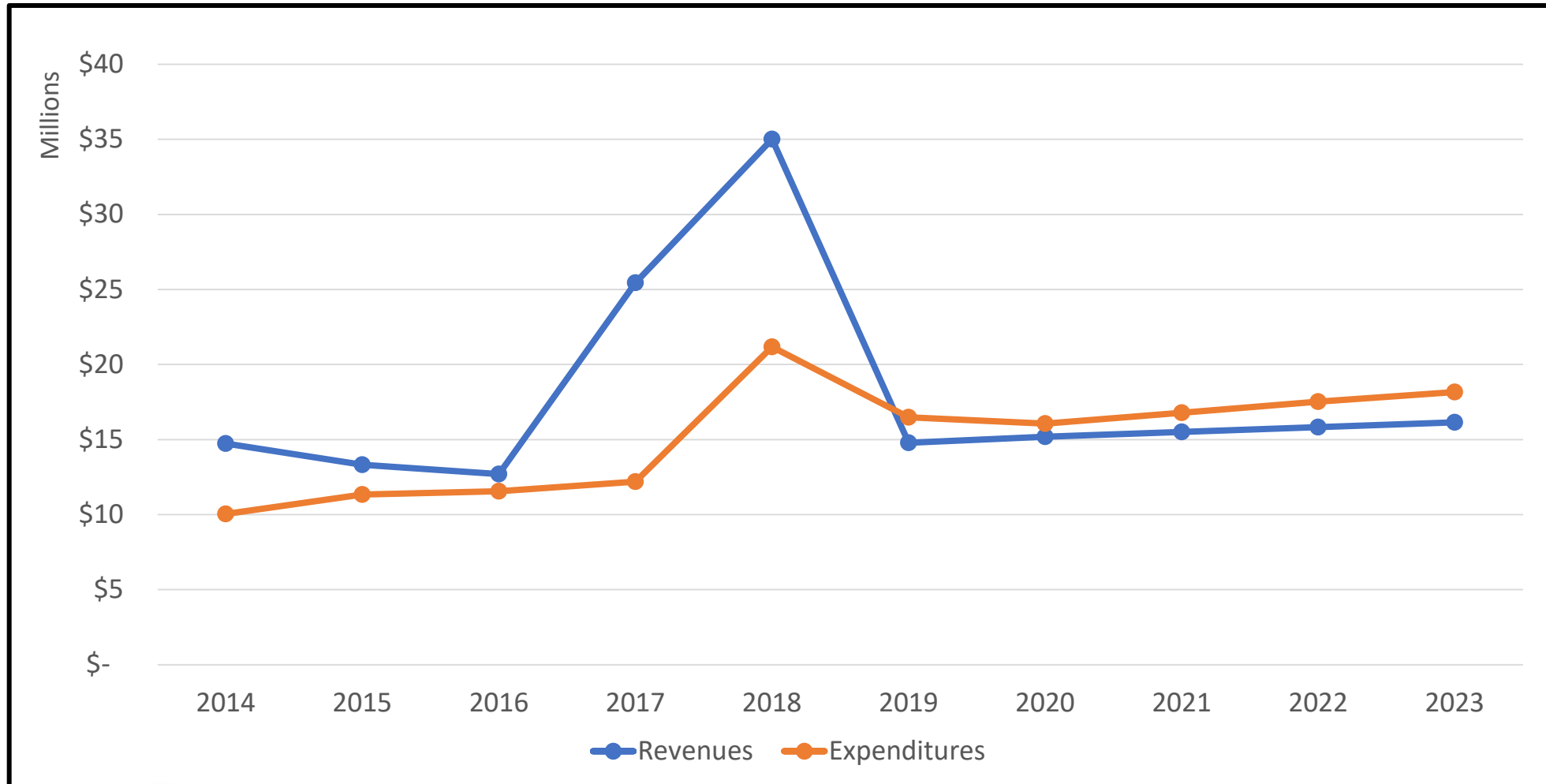


- The City conducted a Fire Service Delivery Study in 2019
- City staff are currently evaluating the Fire Study recommendations

Budget and Staffing



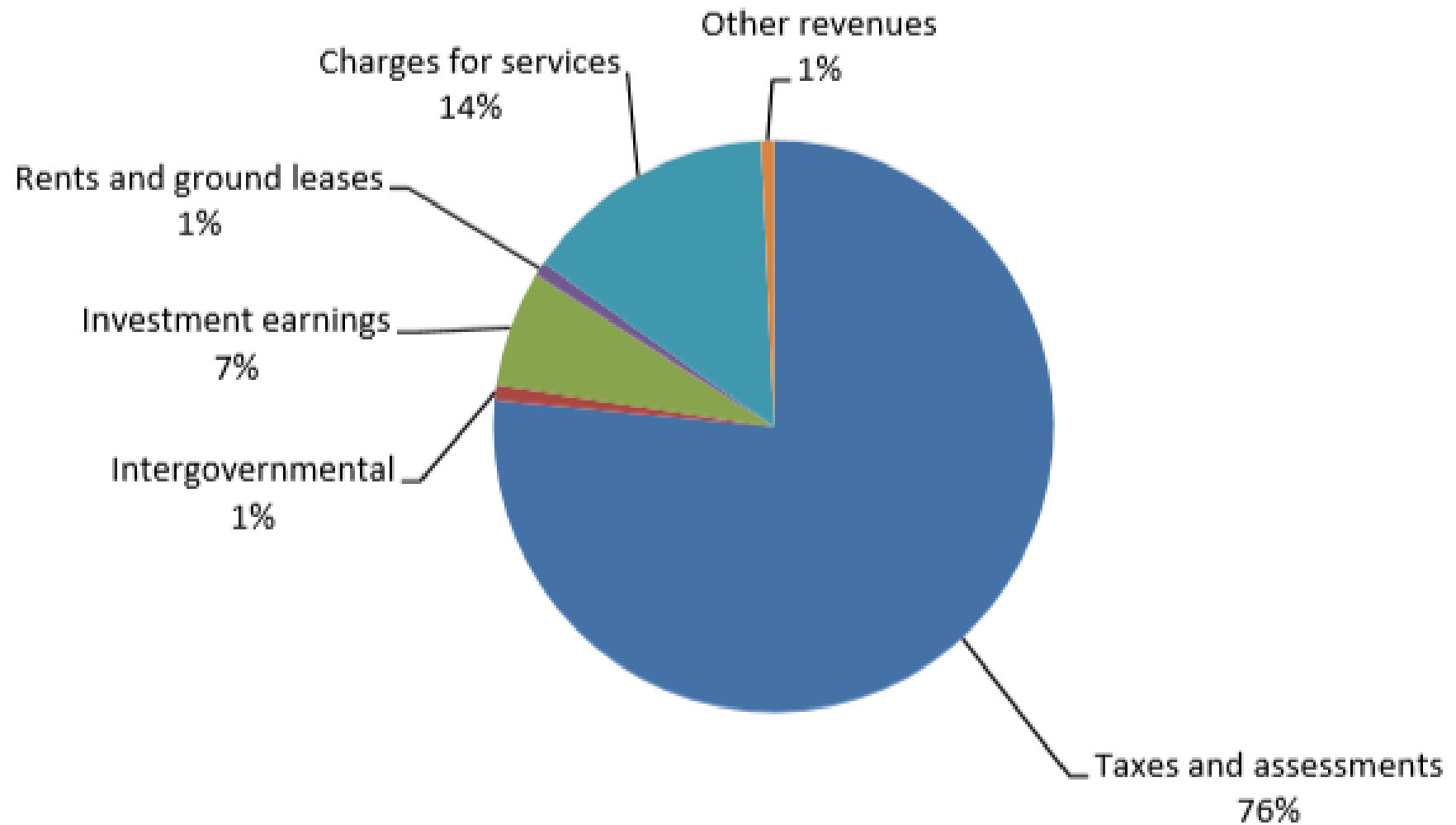
General Revenues and Expenditures



Note:

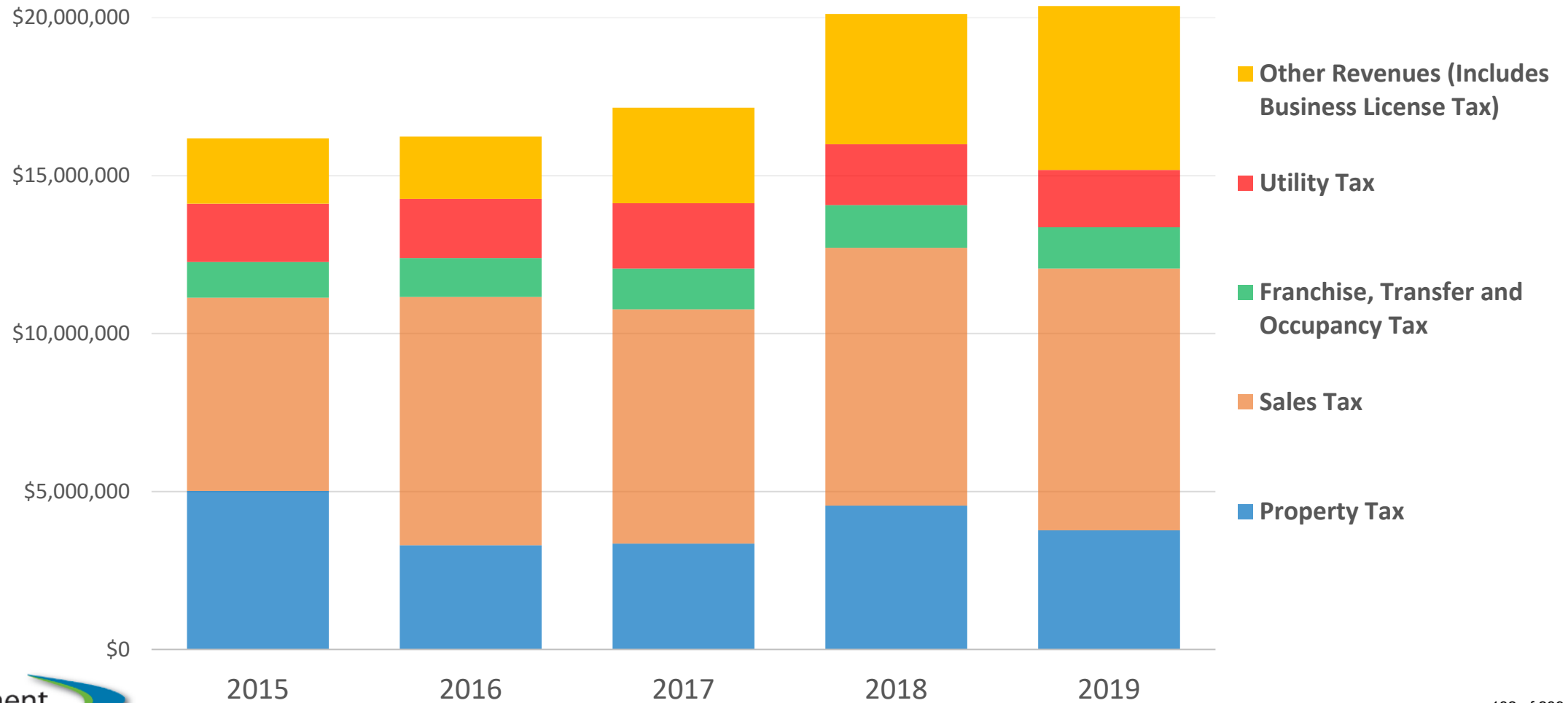
- a. **FY 2014-18** reflect actual amounts
- b. **FY 2019-20** reflects the approved budget
- c. **FY 2020-23** are projections

Revenues by Source

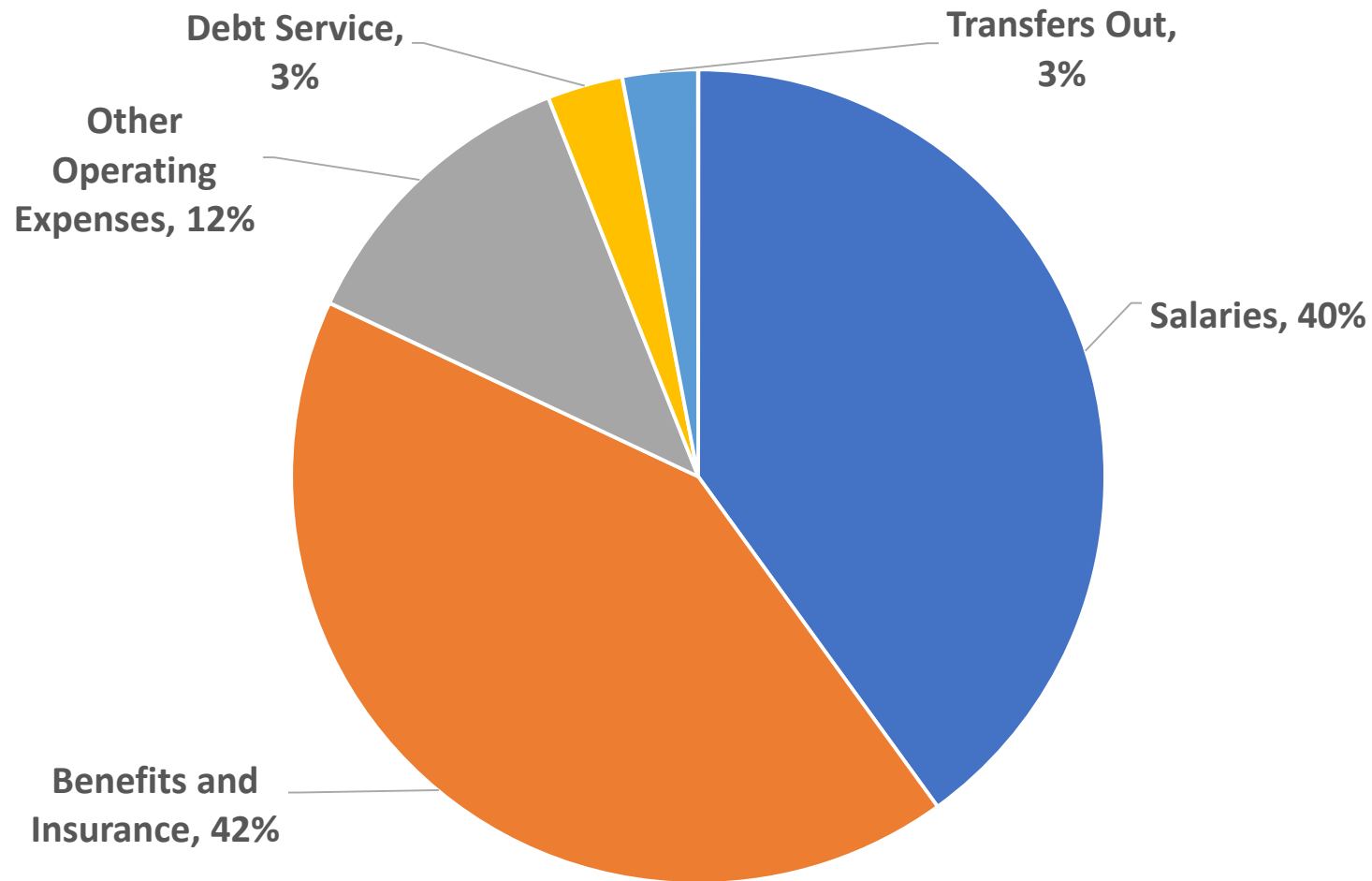




Taxes by Type



General Fund Expenditures





Capital Improvement Plan

The City has extensive infrastructure in need of upgrade and replacement.

Top Five Projects/Programs FY 2018-23

- Pavement Maintenance and Rehabilitation Program
- Storm Drainage Annual Rehabilitation
- Inflow and Infiltration Rehabilitation Project
- Hazel Street Sewer Pump Station Rehabilitation
- San Pablo Avenue Bridge over BNSF Railroad



Building a Sustainable City Team

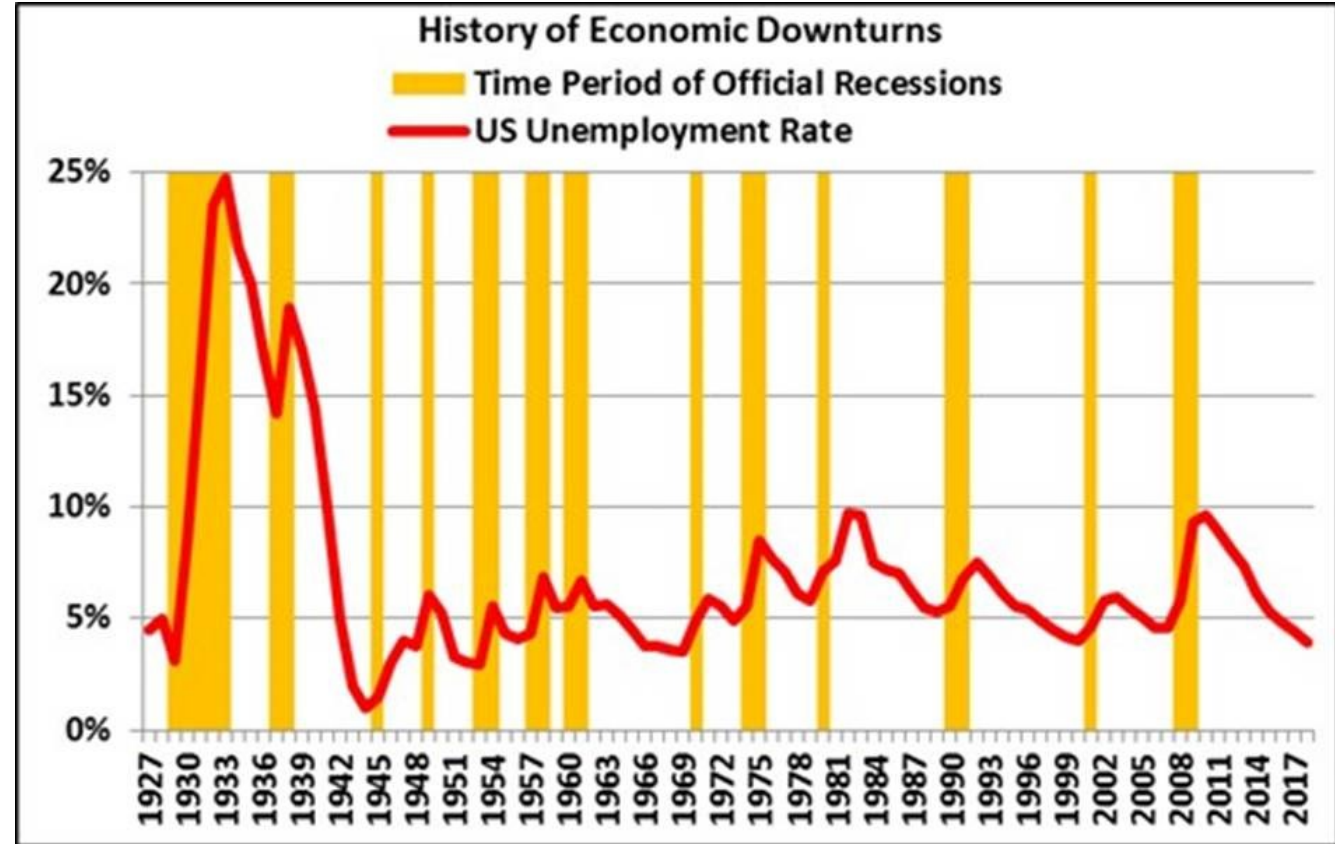


Other Considerations



The Next Recession

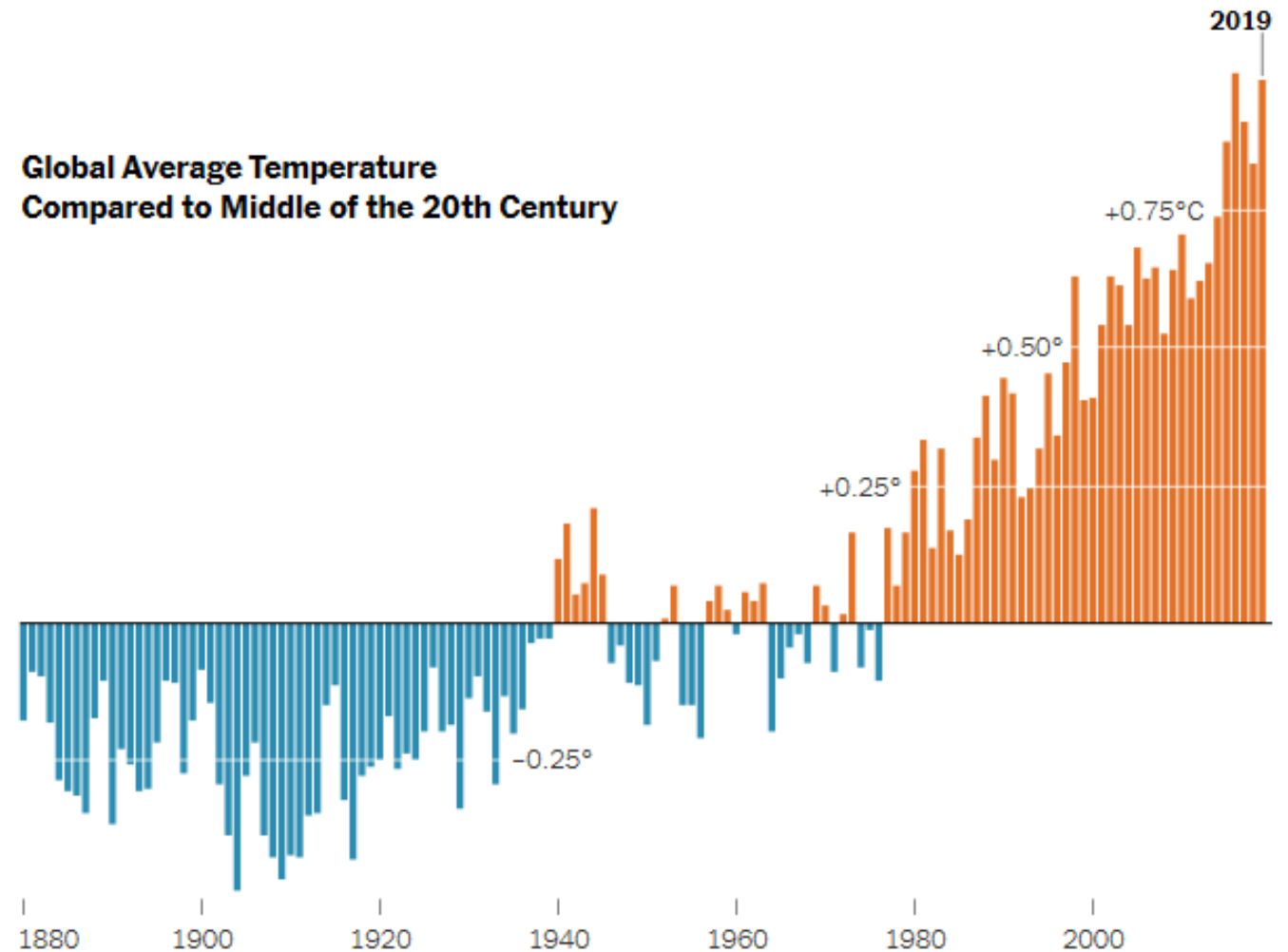
- Since 1927, **13** recessions have occurred on average every **6.8** years; now **10** years since “official” end of Great Recession
- Another recession is **inevitable**





- 2016 and 2019 are the **two hottest years** globally
- 2011 to 2019 is the state's **longest drought** on record (376 weeks)
- More than **100 million trees** are dead in California
- **9 million acres** of forest land are at risk for catastrophic fires

Warmer Climates Poses Big Challenges



By The New York Times • Source: NASA Goddard Institute for Space Studies | Anomalies shown in reference to the average temperature at each location between 1951 and 1980.

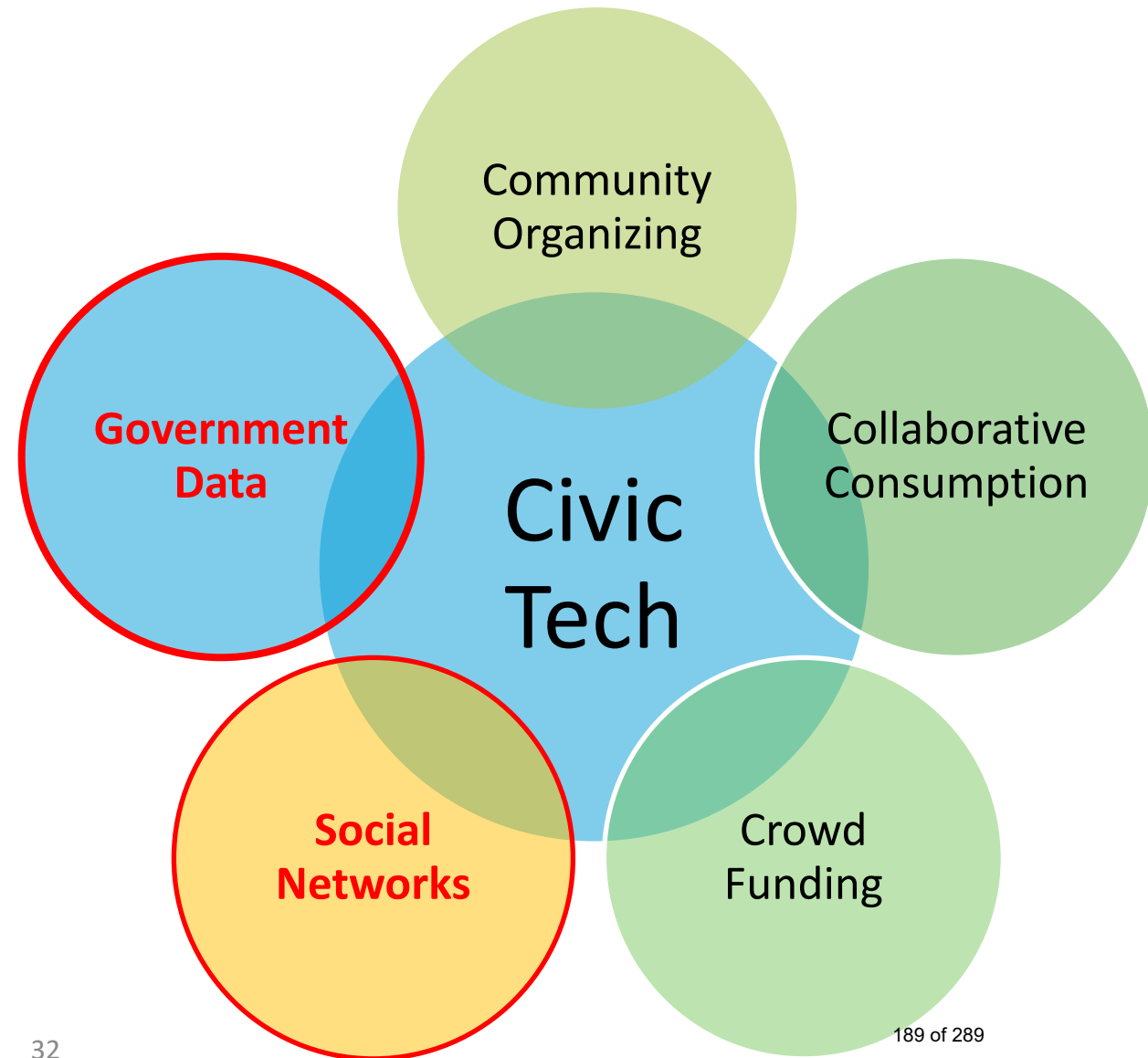
The New World of “Civic Tech”

Government Data (Gov Tech)

- 10 Governments are using technology to improve internal efficiency, deliver services, and interact externally with community members
- 125+ active companies and orgs

Social Media

- Social Media usage among U.S. adults increased **68%** since 2010.
- **69%** of U.S. adults now use at least one social media site



Questions?



City of Pinole

Strategic Planning Briefing Book

January 25, 2020

Management
Partners



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Strategic Planning Workshop Agenda

1. Gather and Breakfast
2. Welcome and Call to Order
3. Public Comment
4. Opening Comments
5. Review Workshop Agenda
6. Provide Overview of Engagement Activities and Themes
7. Develop Consensus on the Vision Statement
8. Develop Consensus on the Mission Statement

Working Lunch

9. Provide Overview, Review and Refine the Goals and Strategies
10. Review Next Steps

Purpose of this Workbook

This workbook reports the results of engagement activities and provides an overview of the strengths, challenges and opportunities facing the City of Pinole. It is meant to serve as a resource to participants for the strategic planning workshop, scheduled for January 25. The information contained in this workbook is intended to inform and stimulate collective thinking about opportunities to build the strategic plan.

At the workshop, the City Council will review and provide input on the vision, mission, goals and strategies. Management Partners will use the feedback to prepare the City's Strategic Plan for Council consideration.

We encourage you to set aside some time to review this workbook *before* the workshop. Reflection prompts are provided throughout it to stimulate thinking. Come prepared to share your ideas and engage in planning for the future of the City of Pinole.

Background

About the City of Pinole

Pinole is situated in West Contra Costa County. It is a full-service city with approximately 19,000 residents, who represent a diversity of ethnicities and incomes. The City operates under a council-manager form of government. The Council is made up five members elected at large that serve four-year terms. In addition to the Council, the City Treasurer is also an elected position. The City has three appointed boards and commissions, providing valued input on a range of important issues, including: planning, community services and traffic and pedestrian safety. Finally, the City employs 109 full-time and part-time staff members. As with most California cities, Pinole is under continuing financial pressure from a variety of forces.

Project Scope: Development of the Strategic Plan 2020 through 2025

The City of Pinole engaged Management Partners to facilitate a strategic planning process. The Pinole Strategic Plan will span FY 2020 through 2025 and address emerging priorities for the community in the coming years. The Strategic Plan will include a vision, mission, and multi-year goals and key strategies to achieve each of the goals.

Following adoption of the strategic plan by Council, Management Partners will work with staff to develop an implementation action plan that specifies short- and long-term priorities, who's responsible and what is required to get the work done. This action plan will aid staff and Council in integrating the strategic plan with operational work plans and budgets to ensure the strategic plan is implemented. In addition, the action plan is designed to measure success in achieving the goals established in the plan.

The plan is intended to have a five-year timeframe. It will be reviewed bi-annually and updated on a periodic basis. (The specific interval will be determined by the City of Pinole.)

Components of the Strategic Plan

The graphic illustration below shows the key components of the strategic plan. The components are defined in the paragraphs that follow.

A **vision** sets the focus for the future. It is a statement of where the City of Pinole is going.

A **mission** is a statement of the purpose of the City of Pinole. It fundamentally defines what the organization stands for and what it will do.

Goals set the framework that guides the direction and focus, budget decisions and allocation of other resources, such as staff time. They are “up on the balcony” wide views of opportunities for change and improvement and state the desired future. Goals or strategic priorities provide the “why” (larger meaning and context) of the specific actions the City takes. They help leadership decide which of the many worthy projects should be done and when, within available resources. Goals must be meaningful and attainable.

Strategies are the means to achieve the goals. They describe an approach or method and begin to answer the question: How will we go about accomplishing the goal? Strategies may include broad areas to pursue, rather than individual projects. To assure that the goal is achieved, later in the process each strategy must be assigned to an individual, with resources identified, and incorporated into a work plan.



Goal	Goal	Goal	Goal	Goal
• Strategy	• Strategy	• Strategy	• Strategy	• Strategy
• Strategy	• Strategy	• Strategy	• Strategy	• Strategy
• Strategy	• Strategy	• Strategy	• Strategy	• Strategy

An **implementation action plan** is the blueprint for carrying out the plan. It contains the detailed steps that must be taken to assure that the goals and strategies are achieved. Action plans provide a framework for determining specific actions, levels of priority, and assignments. They are designed to be a management tool to help the organization assure that goals are attained and are well suited to periodic check-in about progress, changes or challenges.

Strategic Planning Process Overview

The content contained in this workbook for vision, mission, goals and strategies has been informed by the following activities.

- **Interviews.** Management Partners began the strategic planning process by conducting interviews with the City Manager and each of the five City Council members. Interview questions included the following:
 - » What are the community's strengths?
 - » What are the community's challenges/limitations?
 - » What would you like to see accomplished in the next five years?
 - » What impediments need to be removed to achieve these goals in the next five years?
- **Council Workshop.** Management Partners conducted a one-day workshop on June 29, 2019 with the City Council to identify and gain consensus on key community opportunities and challenges. The results of the workshop were documented in a workshop report and were used to inform the content included in this briefing book.
- **Board and Commissioner Focus Group.** Management Partners conducted a focus group session with 11 appointed commissioners. During the focus group, we invited participants to share their observations about the community's strengths and challenges, perceptions of opportunities and threats facing the City, as well as share their input about what they think the City's priorities should be for the next five years.
- **Department Questionnaire.** Management Partners distributed a questionnaire seeking input from a departmental perspective. We received nine responses. The survey asked for input on the following:
 - » City's strengths, challenges and opportunities;
 - » List the department's current and future priorities, goals, resources and recommended changes; and
 - » Suggestions on the potential vision and mission for the City.
- **Community Engagement Meetings.** Management Partners facilitated a series of four community meetings to solicit input from community members. The meetings were conducted at sites located throughout the community and held at different times of the day to encourage different segments of the community to participate. Two meetings were conducted on September 25 and two more on October 7, 2019. A total of 57 community members attended the four meetings. During the community meetings, Management Partners provided an overview of the themes identified from earlier engagement activities and asked community members to share their thoughts regarding the City's strengths, challenges and opportunities, as well as what they believe should be the City's priorities over the next five years.

Stakeholder Engagement – What We Learned

As described above, through the interviews, Council workshop, focus group, staff questionnaire and community meetings, Management Partners asked participants/respondents for their perceptions regarding the City of Pinole’s strengths, challenges, opportunities and threats. The major themes are summarized below.

Key Themes from Engagement Activities

Interviews, Council Workshop and Focus Group Themes

During interviews and focus group, we heard the following themes:

- » Great location with geographic assets, climate and open space.
- » Great community with residents who are invested and engaged.
- » Ethnically diverse and inclusive.
- » The full-service city.
- » The City is a good fiscal steward and finds ways to do more with less.
- » Ongoing concerns about a potential economic downturn and recession.
- » Quality of life concerns (aging population, job/housing balance, climate change, school partnerships, traffic).
- » Ongoing need to identify new revenue streams.
- » Desire to redevelop vacant and unused lots, buildings and facilities.
- » Maintain and develop new partnerships to advance community needs and goals.
- » Address infrastructure maintenance need (roads, facilities, traffic lights, weeds).

Executive Team Questionnaire Themes

The themes that emerged from the departmental questionnaire, include a desire to:

- » Enhance public/private partnerships.
- » Improve/streamline internal work processes and practices.
- » Update and maintain aging infrastructure.
- » Identify staff retention strategies and address staff turnover.
- » Identify new funding streams.
- » Provide for professional development and training.
- » Understand and implement areas of focus and direction for the City that is consistent with the City’s vision, mission, values, goals and strategies.

Community Engagement Meeting Themes

Consistent with the other engagement activities, the community surfaced the following:

- » Location, diversity, and the community’s openness to engage are considered strengths.

- » Key challenges include a sense of safety (emergency preparedness), economic development, code enforcement, traffic congestion, beautification, communication, public information, and City identity, as well as downtown redevelopment.
- » Opportunities include increased community engagement and public/private partnerships and expansion of community activities, in addition to addressing the concerns listed above.

Summary of All Engagement Themes

The themes are summarized below.

Strengths <ul style="list-style-type: none">▪ Strong sense of community and community involvement▪ Small town feel with a great reputation▪ Location: climate, geographic assets, open space▪ Good school system	Challenges <ul style="list-style-type: none">▪ Limited resources (funding, staffing, facilities, work capacity)▪ Maintaining City infrastructure▪ Addressing quality of life issues (aging population, safety, job/housing balance, growth)▪ Addressing staff retention, turnover and work capacity▪ Economic development▪ Public-private partnerships▪ Code enforcement (property maintenance and city beautification)
Opportunities <ul style="list-style-type: none">▪ Downtown▪ Engaged community members▪ Neighborhood beautification▪ Revenue generation▪ Economic development▪ Code enforcement▪ Emergency preparedness	Threats <ul style="list-style-type: none">▪ Natural disasters (fire) and lack of City planning▪ Potential recession and management of pension liabilities▪ Circulation and traffic congestion▪ Staff turnover▪ Deferred maintenance and capital improvement investment

Vision and Mission

Vision Statement

Effective vision statements *speak to the future*, are *short enough* to be remembered, and *do not repeat* what is in the mission statement.

Examples of vision statements are shown below.

» **City of Tustin**

Tustin will continue to be a vibrant, innovative hometown to live, work, and play.

» **City of Tracy**

To preserve and improve the quality of life for Tracy so that we become the most prosperous community in California.

Draft vision statement options.

- Pinole is a safe and inclusive community where residents and businesses thrive.
- Pinole is an [engaged/connected/invested] and thriving community that honors its rich history and small-town charm with a vision for future innovation.
- Our vision is to be the safest, most vibrant and innovative community in the Bay Area while retaining our unique small-town charm.

Reflection Questions

In advance of the workshop please reflect on the questions below. Make notes in the space provided and be prepared to share your ideas when we are together.

1. What do you like about the draft vision statement options? Would you recommend a change?

2. What words or phrases resonate for you?

3. Write your own draft vision statement for discussion at the workshop (feel free to modify an option listed above or write your own).

Additional notes on Vision...

Mission Statement

Effective mission statements clearly state *why* an organization exists; its purpose. The best mission statements do not list the services provided but rather state the *desired outcomes*. The best mission statements are *short enough* to be easily remembered.

We have provided examples of mission statements from other organizations. The statements are listed below.

» **City of Tustin**

Tustin's mission is to provide effective, high-quality services that foster safety, quality of life, and economic vitality throughout our community.

» **City of Tracy**

We provide the community of Tracy with basic and extended services that offer opportunities for individuals, families, and businesses to prosper as they live, work and play in Tracy.

Draft mission statement options.

- Our mission is to provide a safe and inclusive environment that promotes quality of life and prosperity for the community.
- The City of Pinole's mission is to foster a thriving and safe community where residents have a voice and feel connected.
- Our mission is to deliver high quality services with sound fiscal stewardship, community input and effective planning.

Reflection Questions

In advance of the workshop please reflect on the following questions. Make notes in the space provided and be prepared to share your ideas when we are together.

4. What do you like about the draft mission statement options? Would you recommend a change?

5. What words or phrases resonate for you?

6. Write your own draft mission statement for discussion at the workshop (feel free to modify an option listed above or write your own).

Additional notes on Mission...

Potential Goals and Strategies

Strategic goals span a period of several years and provide a high-level road map for the organization. They guide the direction of the organization by describing the desired future. Strategies are the means to achieve the goals.

The information provided below is a starting point for our discussion during the workshop. *Space is also provided for your use to add goals and strategies in anticipation of the workshop discussions.*

Goal 1 - Safe and Resilient Pinole.

Develop community resilience through quality public safety service delivery, property maintenance policies and practices, and disciplined investment in community assets.

1. Update the emergency preparedness and response plan (including facilities and equipment assessment). Explore restoring the (CERT) program and annual tabletop exercises and community drills.
2. Review, prioritize and implement as appropriate the 2019 fire service study recommendations.
3. Conduct a capital needs assessment and develop a long-term capital improvement plan (CIP) that aligns with the Strategic Plan.

Goal 2 - Financially Stable Pinole.

Ensure the financial health and long-term sustainability of the City.

1. Develop a long-term financial plan (LTFP) and use it to guide budget and financial decisions (including policies regarding reserves and management of liabilities).
 - a. Evaluate revenue options.
 - b. Identify cost containment strategies.
 - c. Develop a disciplined approach to funding infrastructure improvements and maintenance.
 - d. Tie Council staff reports and budget requests to fiscal impact.
2. Conduct a comprehensive fee study to ensure cost recovery of current and potential service fees. (Evaluate implementing an online payment platform)
3. Establish a program to evaluate grant opportunities and capacity including internal processes to evaluate costs and benefits of grant administration (i.e., go or no go).

Goal 3 - Vibrant and Beautiful Pinole.

Facilitate a thriving community through improved processes, urban redevelopment policies, proactive relationship-building and communication.

1. Update the General Plan and Specific Plan.

- a. Develop/create a comprehensive strategy to encourage streamlining the rehabilitation and re-use of undeveloped or under-developed properties.
 - b. Partner with regional for- and non-profit housing agencies (and developers) to provide an array of housing options consistent with community incomes levels.
2. Develop a comprehensive economic development strategy that includes a focus on downtown redevelopment to activate the core of the community as a destination for the region.
3. Partner regionally to improve and enhance transportation circulation, including public transit, cars, bikes and pedestrians.
4. Conduct a review and update of the City's code enforcement and property maintenance programs with a focus on increased beautification efforts and investment in community amenities, business districts, and nuisance abatement.

Goal 4 - High Performance Pinole.

Build an organization culture that values adaptation, collaboration, use of best practices and public resource stewardship.

1. Develop an employee attraction, retention and advancement plan.
 - a. Analyze the City's classification and compensation system and update as needed.
 - b. Develop a robust volunteer and internship program.
2. Conduct a citywide organization review to optimize efficiencies and implement best practices.
3. Develop an organization teambuilding strategy to promote and enhance collaboration between departments.
4. Develop a strategic communications and public engagement plan (i.e., public information officer, messaging, marketing, technical implementation).
 - a. Develop policies and practices that provide a framework for diverse community members to connect, interact and proactively participate.
 - b. Explore opportunities for meaningful youth participation in city and community life.
 - c. Develop a policy that facilitates public use of community infrastructure/facilities for large scale community events and internal practices.
5. Develop a comprehensive information technology strategic plan.

Reflection Questions

In advance of the workshop please reflect on the following questions. Make notes in the space provided and be prepared to share your ideas when we are together. During the workshop we will review these draft goals, make any necessary revisions, and review and document key strategies for achieve these goals.

1. What changes would you suggest to the set of proposed goals? Is there anything significant missing? Is there anything you would remove?

2. Jot down additional priorities you wish to discuss during the workshop.



City Council

January 25, 2020

CITY OF PINOLE

Strategic Planning Workshop





Welcome from the Mayor



Public Comment

TODAY'S AGENDA

1. **Welcome and public comment**
2. **Agenda review**
3. **Strategic planning overview and public engagement activities**
4. **Review environmental scan trends**
5. **Discuss and develop consensus on the vision and mission**
6. **Discuss and develop consensus on the goals and strategies**
7. **Wrap up and next steps**



WORKSHOP OBJECTIVES

Shared Understanding

Create a shared understanding of the strategic planning process and elements to be included in the City's Strategic Plan

Review Input

Review input obtained through engagement activities and information contained in the environmental scan

Build Consensus

Discuss and build consensus on vision and mission statement options, along with the goals and strategies

Next Steps

Council review and approval of the final strategic plan and development of the implementation action plan in February/March

GROUND RULES



Have some fun!

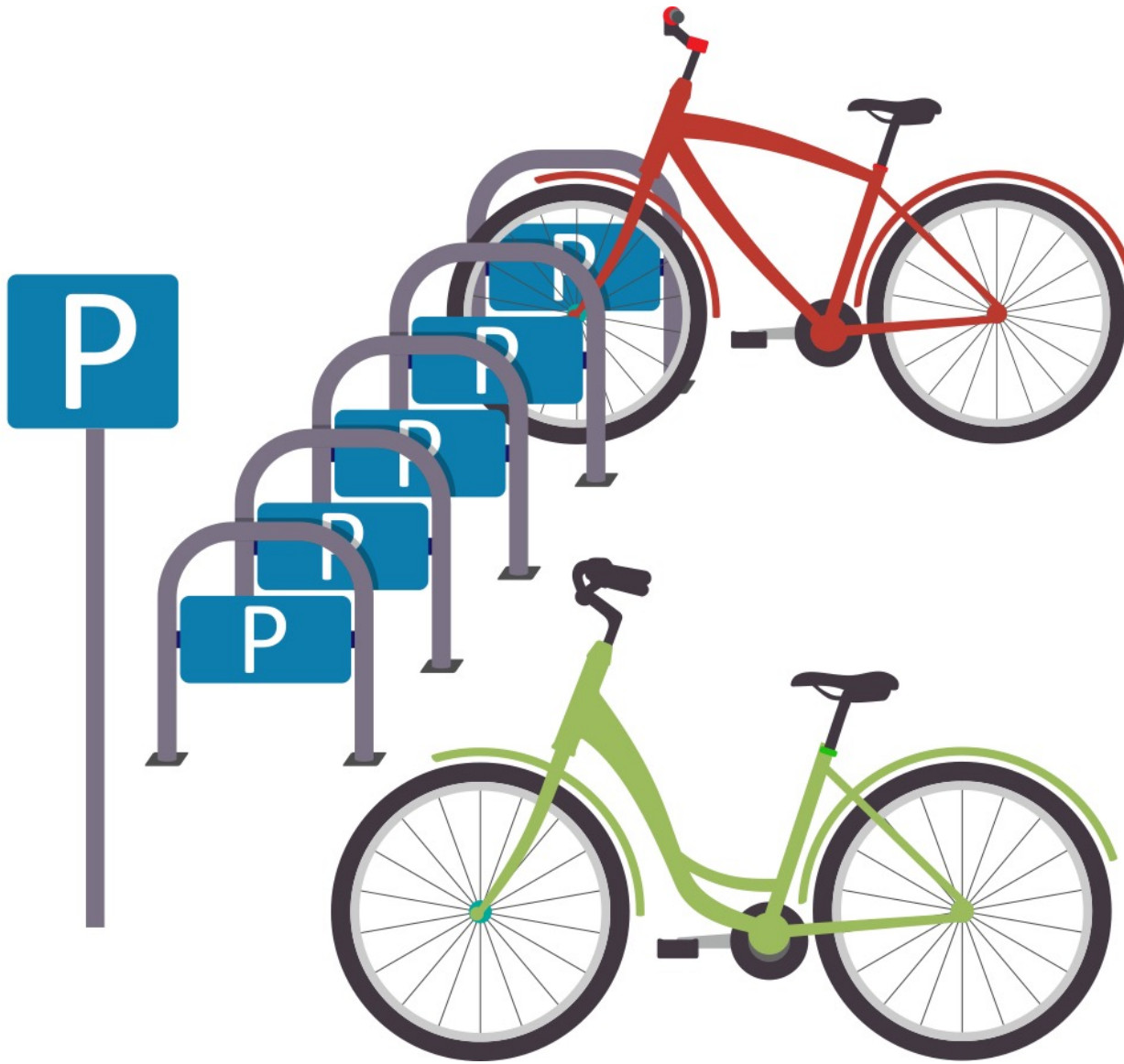
Be curious

Seek consensus

**Listens with respect
and inquiry**

Everyone participates

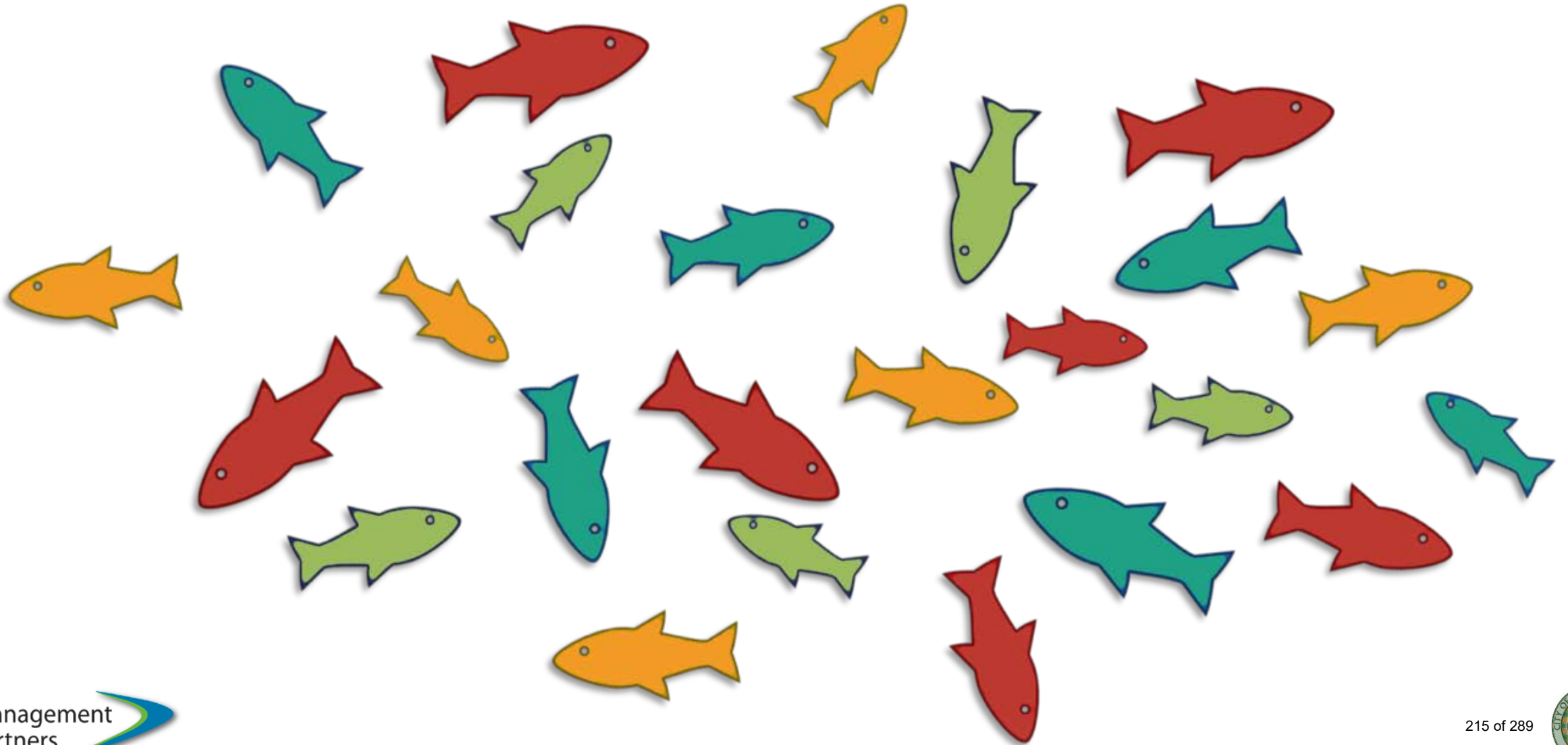
BIKE RACK



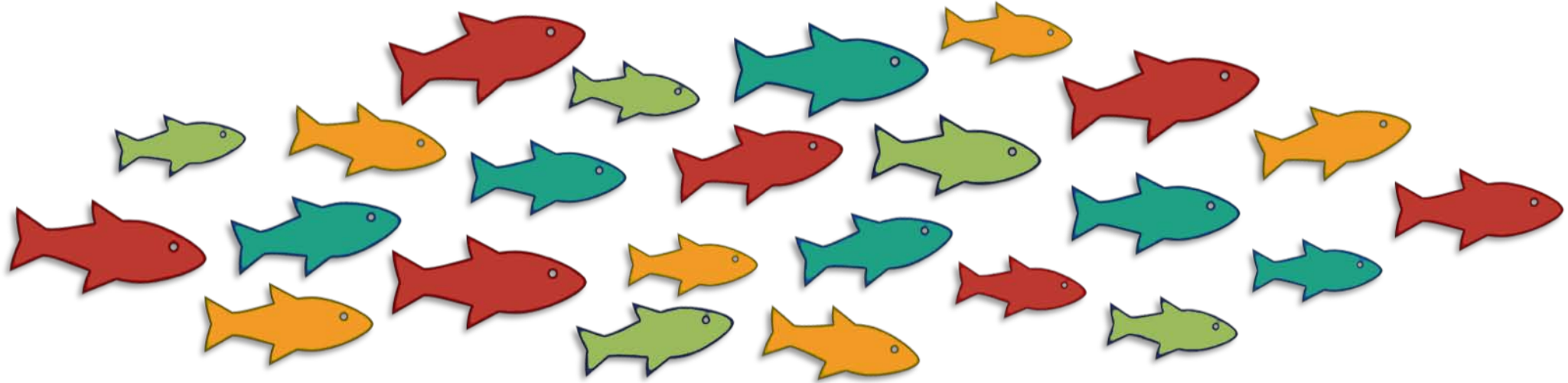
**Time
Management Tool**

**Items to discuss at
a later time**

Why do strategic planning?



Why do strategic planning?

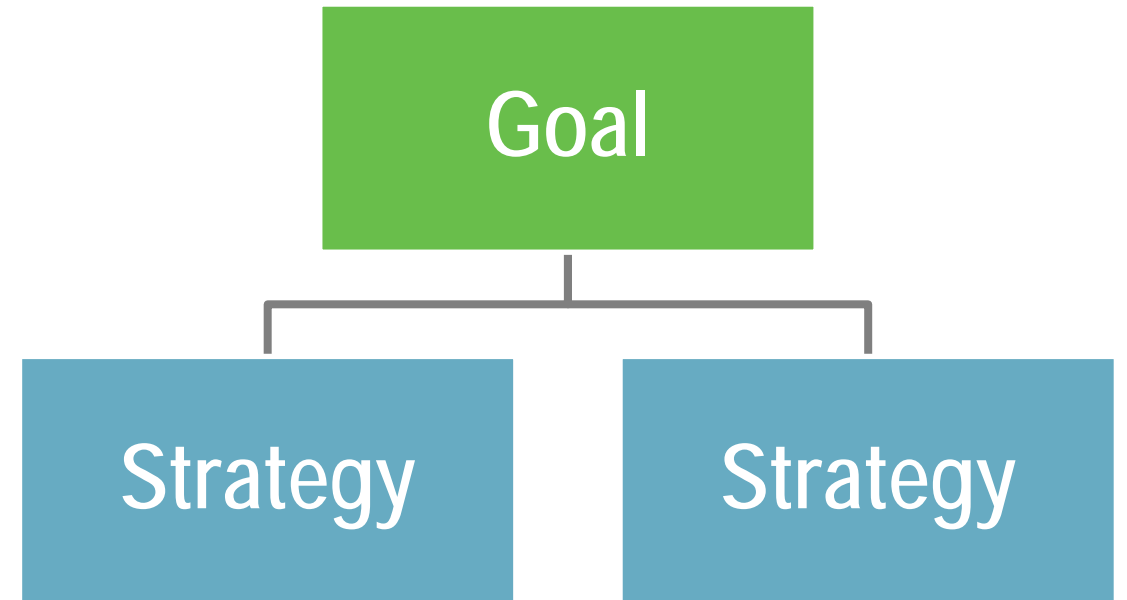


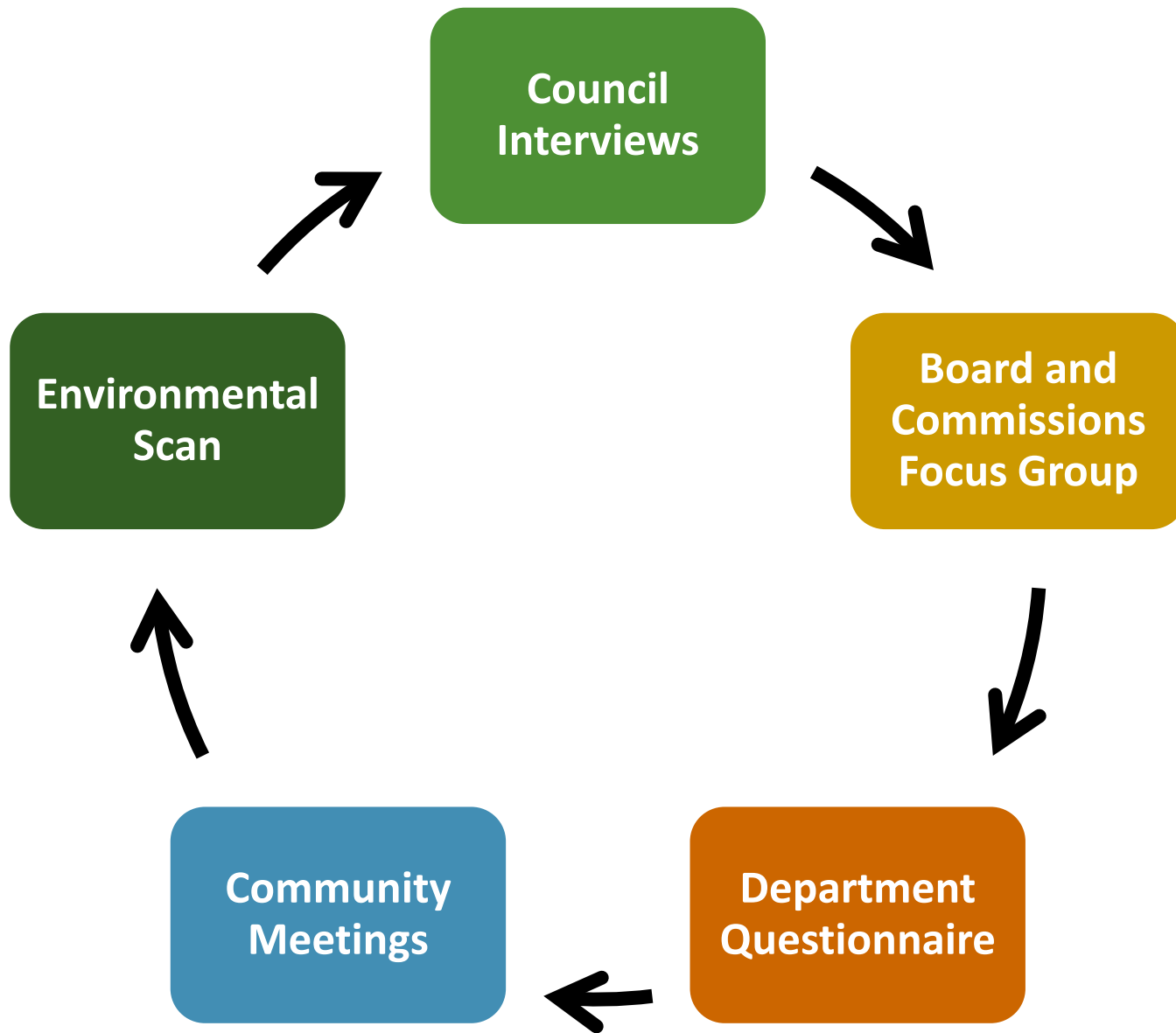
Provides direction to the organization

Aligns people toward a common purpose

Creates opportunity to re-evaluate outdated strategies

Strategic Plan Framework





OVERVIEW OF THE PROCESS

**Five Types
of Input**

Strengths

- **Strong sense of community and community involvement**
- **Small town feel with a great reputation**
- **Location: climate, geographic assets, open space**
- **Good school system**

Challenges

- Limited resources (**funding, staffing, facilities, work capacity**)
- Maintaining **City infrastructure**
- Addressing quality of life issues (**aging population, safety, job/housing balance, growth**)
- Employee morale, retention, **turnover** and work capacity
- Economic development
- Public-private partnerships
- Code enforcement (**property maintenance and city beautification**)
- **Emergency preparedness**
- Traffic and **congestion**

Opportunities

- **Downtown**
- **Engage community members**
- **Neighborhood beautification**
- **Revenue generation**
- **Economic development**
- **Code enforcement**
- **Emergency preparedness**

Environmental Scan





Discussion

Any surprises? What stands out? Anything missing?



BREAK

Vision & Mission

VISION STATEMENT

The vision is
a statement
of the
*desired
future*
of the
organization.

A.

- ***Future-focused.*** Provides clear picture of what the future looks like.

B.

- ***Vivid.*** Provides a mental image of what is most important to an organization.

C.

- ***Challenging.*** Invites the organization to achieve greatness.

D.

- ***Unique.*** Recognizes what makes the organization different.

E.

- ***Inspiring.*** Engages and inspires employees.

F.

- ***Succinct.*** Is short enough to be remembered.

Options for VISION STATEMENT

Option A.

Pinole is a safe and inclusive community where residents and businesses thrive.

Option B.

Pinole is an [engaged/connected/invested] and thriving community that honors its rich history and small-town charm with a vision for future innovation.

Option C.

Our vision is to be the safest, most vibrant and innovative community in the Bay Area while retaining our unique small-town charm.

ACTIVITY:

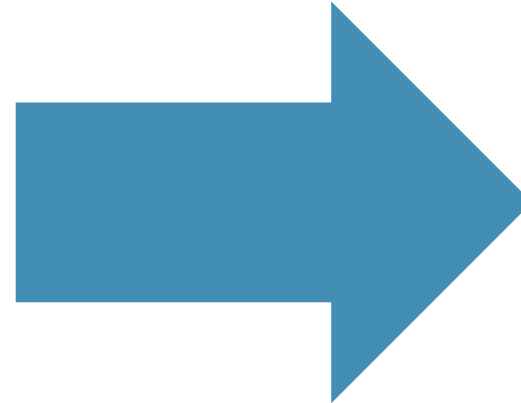
VISION STATEMENT DISCUSSION

Discuss

**Review the draft option.
What's your favorite?**

**Why did you pick that version?
What words resonated with you?**

Prepare a draft vision statement to share.



Report Out

MISSION STATEMENT

The mission is a statement of the ***purpose*** of the organization.

A.

- ***Understandable.*** Articulates the overall purpose of the organization clearly.

B.

- ***Achievable.*** Gives staff something concrete to work toward.

C.

- ***Succinct.*** Distills the overall purpose into a few words that can easily be remembered.

D.

- ***Shared.*** Resonates with most employees.

Options for MISSION STATEMENT

Option A.

Our mission is to provide a safe and inclusive environment that promotes quality of life and prosperity for the community.

Option B.

The City of Pinole's mission is to foster a thriving and safe community where residents have a voice and feel connected.

Option C.

Our mission is to deliver high quality services with sound fiscal stewardship, community input and effective planning.

ACTIVITY:

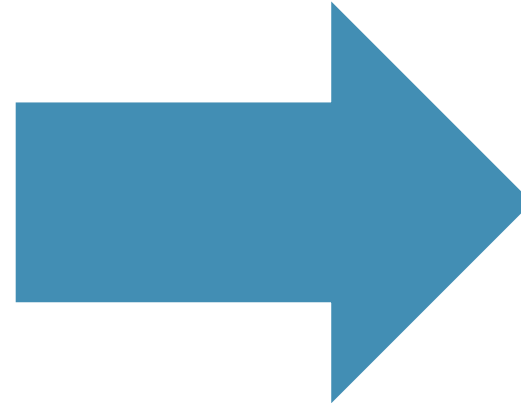
MISSION STATEMENT DISCUSSION

Discuss

Review the draft options.
What's your favorite?

Why did you pick that version?
What words resonated with you?

Prepare a draft mission statement to share.



Report Out





LUNCH TIME

STRATEGIC GOALS...

**Provide the direction
and focus of the
organization, including
resource decisions**

**Are multi-year in
nature**

**Are achieved
through a range of
strategies**

**Safe and Resilient
Pinole**

**Financially Stable
Pinole**

Goals

**Vibrant and
Beautiful Pinole**

**High Performance
Pinole**

**PROPOSED
AREAS OF
FOCUS**

PROPOSED STRATEGIES

Safe and Resilient Pinole.

Develop community resilience through quality public safety service delivery, property maintenance policies and practices, and disciplined investment in community assets.

1.Strategy 1: Update the emergency preparedness and response plan (including facilities and equipment assessment). Explore restoring the (CERT) program and annual tabletop exercises and community drills.

1.Strategy 2: Review, prioritize and implement as appropriate the **2019 fire service study recommendations**.

1.Strategy 3: Conduct a capital needs assessment and develop a long-term capital improvement plan (CIP) that aligns with the Strategic Plan.



PROPOSED STRATEGIES

Financially Sustainable Pinole.

Ensure the financial health and long-term sustainability of the City.

Strategy 1. Develop a long-term financial plan (LTFP) and use it to guide budget and financial decisions (including policies regarding reserves and management liabilities).

Strategy 2. Conduct a comprehensive fee study to ensure cost recovery of current and potential service fees. (Evaluate implementing an online payment platform)

Strategy 3. Establish a program to evaluate grant opportunities and capacity including internal processes to evaluate costs and benefits of grant administration (i.e., go or no go).

PROPOSED STRATEGIES

Vibrant and Beautiful Pinole.

Facilitate a thriving community through improved processes, urban redevelopment policies and proactive relationship-building.

Strategy 1: Update the General Plan and Specific Plan.

- a. Develop/create a comprehensive strategy to encourage streamlining the rehabilitation and re-use of undeveloped or under-developed properties.
- a. b. Partner with regional for- and non-profit housing agencies (and developers) to provide an array of housing options consistent with community incomes levels.

1.Strategy 2. Develop a comprehensive economic development strategy that includes a focus on downtown redevelopment to activate the core of the community as a destination for the region.

1.Strategy 3. Partner regionally to **improve and enhance transportation circulation**, including public transit, cars, bikes and pedestrians.

1.Strategy 4. Conduct a **review and update of the City's code enforcement and property maintenance programs** with a focus on increased beautification efforts and investments in community amenities, business districts, and nuisance abatement.



PROPOSED STRATEGIES

High Performance Pinole.

Build an organization culture that values adaptation, collaboration, communication, use of best practices and public resource stewardship.

Strategy 1: Develop an employee attraction, retention and advancement plan. (Analyze the City's classification and compensation system and update as needed. Develop a robust volunteer and internship program.)

1.Strategy 2: Conduct a citywide organization review to optimize efficiencies and implement best practices.

1.Strategy 3: Develop an organization teambuilding strategy to promote and enhance collaboration between departments.

1. Strategy 4: Develop a strategic communications and public engagement plan (i.e., public information officer, messaging, marketing, technical implementation).

1.Strategy 5: Develop a comprehensive information technology strategic plan.

DISCUSSION OF DRAFT GOALS AND STRATEGIES

*

Review Goals

?

Is anything missing?

?

Is there anything that
should not be there?

?

What key strategies will
drive success?

*

Discussion

STRATEGIC PLAN NEXT STEPS

Management
Partners drafts
Strategic Plan
based on input.

City
Council adopts
the Strategic Plan
in
February/March
2020

Management
Partners and
staff create
Implementation
Action Plan in
March 2020

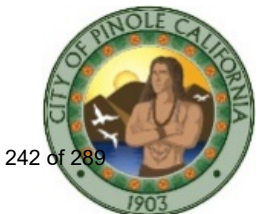


FINAL COMMENTS & EVALUATION

Thank you!

Nancy Hetrick, Vice President
Christine Butterfield, Senior Manager

Management
Partners





City of Pinole Community Meeting

ATTACHMENT F

September 25, 2019
Pinole Library
9:00 a.m. to 11:00 a.m.

Management
Partners



Nancy Hetrick, Vice President
Christine Butterfield, Senior Manager
Lisa Phan, Management Analyst

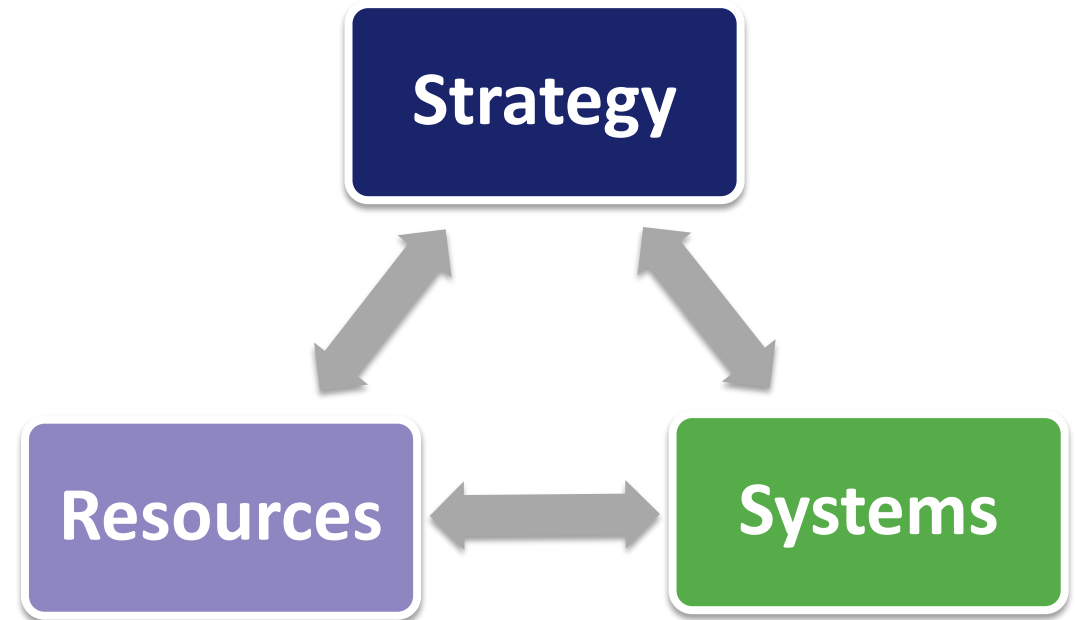




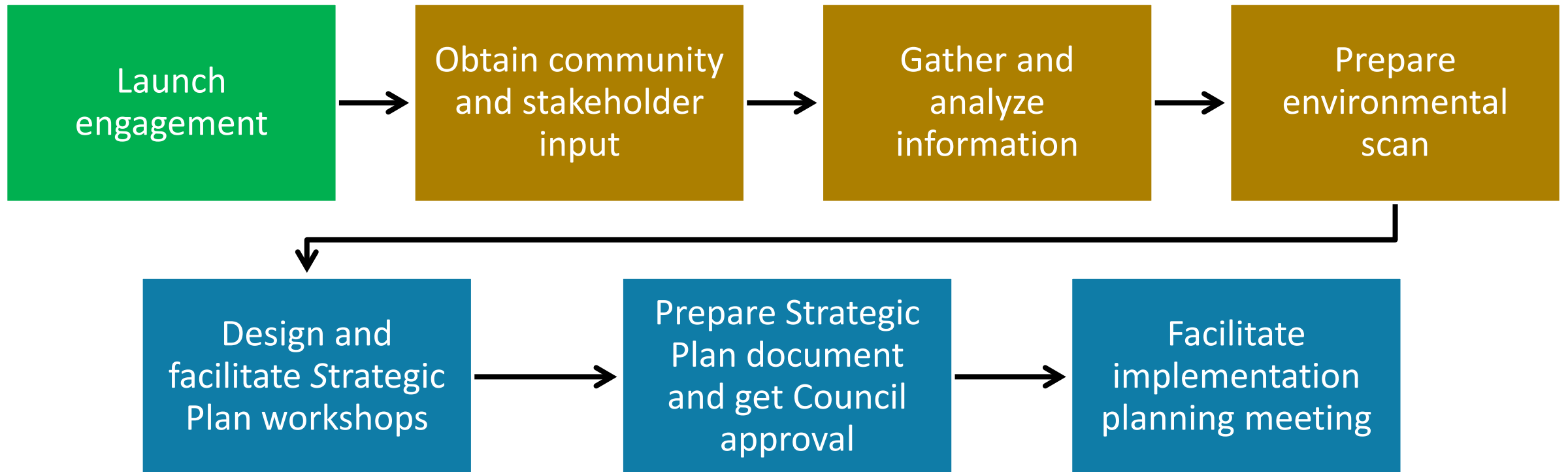
Overview of the Strategic Planning Process

The purpose and value of Strategic Planning is to:

- Gather the community's input to **create a shared vision** of the future of the community
- **Align city priorities, resources and services** with community needs and interests
- Develop and **set the direction for the City** with a vision, mission, values, goals and strategies
- **Inform City budget** decisions



Strategic Plan Timeline



Your Input Matters!

The City is seeking community input. Your voice is valued in the community visioning process.



Your input helps the City to develop a shared vision of what you want the community of Pinole to become.



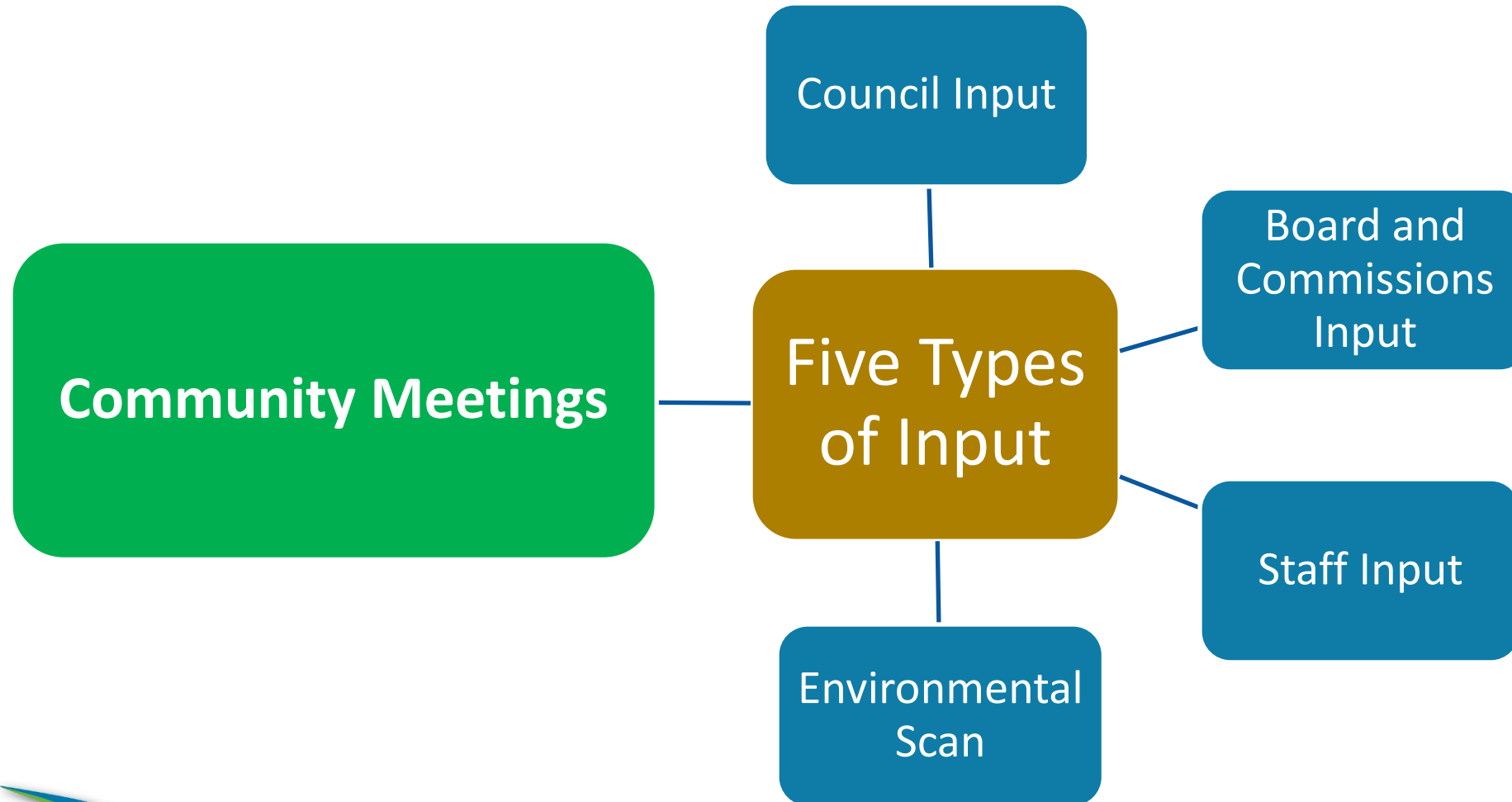
The City would like your input on the City's greatest assets and the things you would most like to see change for the better.



All the themes heard, will be consolidated, so that it can help the City frame specific goals the whole community would want to achieve.



Information Gathering for the Strategic Plan



Public Involvement Opportunities

Community Engagement Meetings

**Wednesday,
September 25th
at Pinole Library
from 9 am – 11
am**

**Wednesday,
September 25th
at East Bluff
Apartments
from
6 pm – 8 pm**

**Monday,
October 7th at
Pinole Youth
Center from
12 pm – 2 pm**

**Monday,
October 7th at
Pinole Middle
School, from
7 pm – 9pm**





Themes So Far...

Our Strengths

- City's **strong commitment** to maintain/enhance their citizen's **quality of life**
 - Strong community engagement
 - Great schools
- **Location and weather**
- **An engaged City Council**
- **Full-service city**
- **Positive city reputation** by other communities
- **Strong partnerships** with businesses, community and schools
- **Strong sales tax base**
- **Strong workforce** with dedicated and knowledgeable staff

Our Challenges

- Preparing for potential impacts of an **economic downturn/recession**
- **City infrastructure and maintenance**
- **Aging population**
- **Job/housing balance**
- **Traffic congestion**
- **Economic diversification**
- **Difficulty in attracting and retaining City staff**
- **Limited resources** (funding, staffing, public facilities)

Our Opportunities

- Continue to improve/enhance the community's **quality of life** (public safety, transportation, impacts of climate change, schools)
- Inform the community about **emergency preparedness**
- Continue to find innovative ways to **generate more revenue**
- Increase **public/community engagement**
- Encourage more **events and entertainment**
- Become a **retailer/commercial destination**
- **Revitalize downtown**
- **Redevelop vacant lots and commercial sites** (i.e., grow tax base and expand housing options)
- Maintain and improve **city infrastructure**
- Enhance the **distribution of public information** to the community



Group Discussion and Instructions

1. Small group discussions

- Break into small groups and identify who will be the notetaker and reporter
- Discuss questions raised

2. Large group report out

- Reporters from each small group will report out their group responses
- Facilitators will record report outs and share frequency of themes



Small Group Discussion

1. *What did you agree with on the list of strengths, challenges and opportunities?*
2. *What's missing?*
3. *What needs more clarification?*



Small Group Discussion Continued

4. *What do you believe should be the City of Pinole's priorities over the next five years?*



Large Group Report Out

Wrap Up and Next Steps





Reminder...Public Involvement Opportunities

Community Engagement Meetings

**Wednesday,
September 25th
at Pinole Library
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City of Pinole Community Meeting

Thank you!

Nancy Hetrick, Vice President
nhetrick@managementpartners.com

Christine Butterfield, Senior Manager
cbutterfield@managementpartners.com

Lisa Phan, Management Analyst
lphan@managementpartners.com





CITY COUNCIL REPORT

10A

DATE: FEBRUARY 18, 2020

TO: MAYOR AND COUNCIL MEMBERS

**FROM: ANDREW MURRAY, CITY MANAGER
ANDREA MILLER, FINANCE DIRECTOR**

**SUBJECT: RECEIVE AND REVIEW THE FY 2019-20 MID-YEAR FINANCIAL
REPORT AND APPROVE BUDGET ADJUSTMENTS**

RECOMMENDATION

Receive the FY 2019-20 Mid-Year Financial Report and adopt a resolution approving budget adjustments per staff recommendations in Attachment A.

BACKGROUND

For the period July 2019 through December 2019, cash flows were sufficient to sustain normal City operations and to satisfy Enforceable Obligation payment commitments of the City's Successor Agency.

Staff has completed a review of the mid-year financial performance for the City's FY 2019-20 Budget. While revenue and expenditures midway through the fiscal year should average 50% of budget, there are cases where revenue and expenditures are above or below projections for the period based on timing of receipts and expenses. These are explained in this report.

GENERAL FUND

General Fund Revenue

The adjusted budget for FY 2019-20 anticipates a use of fund balance in the amount of -\$1,089,964 for Council approved one-time expenditures, primarily for a new Fire engine. Staff is now projecting a FY 2019-20 use of fund balance in the amount of -\$1,074,964.

The economy in Pinole remains strong with revenue of 45% realized at mid-year. The City uses HdL, Coren & Cone Consultants to provide an analysis of property assessed values and Sales Tax projections. Budget projections are based on a 95% conservative estimate of HdL, Coren & Cone's analysis.

- **Sales Tax**

For FY 2019-20, Sales Tax revenue is the City's largest General Fund revenue stream which has shown steady increases year-over-year. Sales Tax collections at mid-year are 54% of projections compared to 57% for the same period in the prior fiscal year. The City is still recovering from the loss of three (3) of its top 15 sales tax generators (Toys R Us, Orchard Supply and Kmart) that closed last fiscal year. Ace Hardware recently opened in the former Orchard Supply Hardware location, and another national chain retailer is expected to occupy approximately one-half of the former Toys site – no opening date yet determined.

- **Property Tax**

Property Tax is the City's second largest General Fund revenue stream for FY 2019-20, with mid-year collections at 36% of projections, the same as it was at mid-year in the prior fiscal year. Property Tax settlements are received in December, April, and June.

Included in Property Tax are Redevelopment Property Tax Trust Funds (RPTTF) and County pass-through payments. These payments are the result of the dissolution of the former Pinole Redevelopment Agency and represent the shift from the Agency receiving the tax revenue to the taxing entities receiving the tax revenue. These receipts vary year to year, and for FY 2019-20 we project a budget of \$1,290,871 based on a conservative estimate of prior year actual receipts. The City receives 18.7% of RPTTF revenues which are not obligated to pay off former Redevelopment debt.

- **All Other General Fund Revenue**

Utility Users Tax is the City's third largest General Fund revenue stream with 42% realized at mid-year compared to 46% for the same period in the prior fiscal year. Franchise Tax is at 40% of projections at mid-year; Other Taxes which include Transient Occupancy Tax and Business Licenses are at 55% of projections.

Intergovernmental tax which includes Motor Vehicle License Fees and Homeowner Property Tax Relief is at 52% of projections; State Grants are at 63% of projections, and Other Grant receipts are at 0% for the period with Measure H receipt anticipated in the third quarter. Public Safety Charges includes Dispatch services and are at 43% of projections; billings are issued in arrears (after services are provided) in October, January, April and July. The third quarter payments are pending.

Other revenue categories are in line with expectations for the period with the exception of the following: Other Fees are at 100% due to increased Fire Inspection activity; and, Abatement Fees are at 239% of projections due to increased Fire Department Code Enforcement activity. Staff is recommending a budget adjustment of \$7,000 in Other Fees for Fire Inspection services, and \$8,000 in Abatement fees for Code Enforcement activity.

Recommendation

Staff is recommending FY 2019-20 General Fund revenue adjustments in the amount of \$15,000 as follows:

Revenue:	FY 2019-20 Budget	Proposed Revisions	FY 2019-20 Updated Budget
Other Fees	12,500	7,000	19,500
Abatement Fees	4,150	8,000	12,150
Total Adjustments	16,650	15,000	31,650

Updated Budget only reflects revenue with adjustments recommended.

General Fund Expenditure

The City Council approved the FY 2019-20 General Fund Budget with specific expenditure assumptions limiting expenditures to maintain a balance between anticipated revenues and planned expenditures, while authorizing the use of fund balance for specific one-time expenditures. One-time uses currently included in the adopted budget is the purchase of a new fire engine in the amount of \$1 million (prior year carry over); and first quarter budget amendments which net \$118,434.

Operating Budget Expenditures for the City's General Fund are at 44% of projections at the end of the first quarter. Staff is not recommending FY 2019-20 General Fund expenditure adjustments.

The projected Fund Balance at June 30, 2020 is \$3,735,361.

OTHER FUNDS

Measure S 2006

The voter-approved 2006 City General Purpose Use Tax is levied at 0.5% on all retail sales. These taxes have been allocated by the City Council with Public Safety Programs as their highest funding priority. Measure S 2006 revenue collections were 52% of projections at mid-year, while expenditures are at 51% of appropriations. Staff is recommending a revenue budget adjustment of \$12,500 as a result of higher than anticipated interest earnings.

Staff is proposing a \$16,000 expenditure budget adjustment in the Police Department for StarChase equipment warranty and user subscriptions. This amount includes service renewal fees that were due in the prior fiscal year 2018-19. This allocation will have to come from the Fund Balance. With the addition of these recommended adjustments, the estimated fund balance at June 30, 2020 is \$2,003,134.

Recommendation

Staff is recommending FY 2019-20 mid-year adjustments to Measure 2006 expenditures as follows:

Revenue:	FY 2019-20 Budget	Proposed Revisions	FY 2019-20 Updated Budget
Interest & Investment	20,000	12,500	35,500
Total Adjustments	20,000	12,500	35,500
Expenditures:			
Police	1,513,954	16,000	1,529,954
Total Adjustments	1,513,954	16,000	1,529,954

Updated Budget only reflects adjustments recommended.

Measure S 2014

The voter-approved 2014 City General Purpose Use Tax is also levied at 0.5% on all retail sales. These funds are currently used to address some of the City's operational and ongoing needs, as well as previously deferred capital improvements. Measure S 2014 revenue collections are 52% of projections at mid-year, while expenditures are 21% of appropriations. This level of expenditure is primarily due to capital projects that are in their early stages of development, and operating transfers that are processed at fiscal year-end. Staff is recommending a revenue budget adjustment of \$35,000 as a result of higher than anticipated interest earnings. Staff is also proposing a \$3,000 expenditure adjustment in the City Council budget for Management Partners to complete the environmental scan component of the Strategic Plan. This allocation will have to come from the Fund Balance. With the addition of these recommended adjustments, the estimated fund balance at June 30, 2020 is \$1,990,910.

Recommendation

Staff is recommending FY 2019-20 mid-year adjustments to Measure 2014 expenditures as follows:

Revenue:	FY 2019-20 Budget	Proposed Revisions	FY 2019-20 Updated Budget
Interest & Investment	30,000	35,000	65,000
Total Adjustments	30,000	35,000	65,000
Expenditures:			
City Council	57,200	3,000	60,200
Total Adjustments	57,200	3,000	60,200

Updated Budget only reflects adjustments recommended.

SPECIAL REVENUE FUNDS

Supplemental Law Enforcement Services Fund (SLESF)

The SLESF accounts for funds received from the County under AB 3229 which enacted the Citizens Option for Public Safety (COPS) Program through which funds could be annually provided in the State budget for local law enforcement jurisdictions. The minimum allocation for public agencies is \$100,000, which is the amount which has been historically allocated to Pinole. Revenue collections are 111% of projections at mid-year, while expenditures are 35% of appropriations.

Staff is recommending revenue adjustments in the amount of \$55,948 for the SLESF Growth Allocation received, and \$1,800 for higher than anticipated interest earnings.

Recommendation

Staff is recommending FY 2019-20 SLESF revenue adjustments of \$57,748 as follows:

Revenue:	FY 2019-20 Budget	Proposed Revisions	FY 2019-20 Updated Budget
State Grants	100,000	55,948	155,948
Interest & Investment	1,600	1,800	3,400
Total Adjustments	101,600	57,748	159,348

Updated Budget only reflects revenue with adjustments recommended.

Recreation Fund

The Recreation Fund accounts for program fees, fundraising efforts and donations from Recreation programs. Resources are used towards staffing and maintenance costs to operate the programs on a full-cost recovery basis. Revenue collections are 28% of projections at mid-year. Upon a closer evaluation of each Program, staff is recommending mid-year revenue adjustments of -\$23,478 as detailed in Attachment A.

Recommendation

Staff is recommending FY 2019-20 Recreation Fund revenue adjustments in the amount of -\$23,478 as follows:

Revenue:	FY 2019-20 Budget	Proposed Revisions	FY 2019-20 Updated Budget
Senior Center	330,800	7,500	338,300
Tiny Tots	193,368	-38,240	155,128
Youth Center	27,310	-4,400	22,910
Performing Arts	0	2,630	2,630
Swim Center	91,920	1,500	93,420

Memorial Hall	5,600	7,232	12,832
Tennis	400	300	700
Total Adjustments	649,398	-23,478	625,920

Updated Budget only reflects programs with revenue adjustments recommended.

The Recreation Department realized 47% of projected expenditures at the end of the second quarter. Staff proposes expenditure adjustments in the amount of \$7,791 based on further program evaluation as detailed in Attachment A.

Recommendation

Staff is recommending FY 2019-20 Recreation Fund expenditure adjustments in the amount of \$7,791 as follows:

Expenditures:	FY 2019-20 Budget	Proposed Revisions	FY 2019-20 Updated Budget
Administration	204,581	150	204,731
Senior Center	497,141	43,760	540,901
Tiny Tots	137,296	82	137,378
Youth Center	196,635	-42,558	154,077
Performing Arts	0	221	221
Swim Center	91,368	3,897	95,265
Memorial Hall	4,961	2,239	7,200
Total Adjustments	1,131,982	7,791	1,139,773

Updated Budget only reflects programs with expenditure adjustments recommended.

Building & Planning Fund

The Building & Planning Fund's FY 2019-20 adopted budget projects a net \$341,965 use of Fund Balance to achieve a balanced budget. The use of fund balance includes prior year carryforward allocations for the Nexus Fee Study (\$20,000) and Parking Study (\$25,000). In addition, fees are collected in a prior period when project applications are submitted, and prior to when applications are processed, and contract planning and inspection services are provided. Revenue collections are 62% of projections at mid-year, while expenditures are 31% of appropriations.

Staff is recommending a revenue increase of \$137,360 for the following:

- Increase Review Fees \$125,000 due to the collection of Plan Check fees related to several large projects;
- Increase Reimbursements \$7,360 as a result of a reimbursement received for a duplicate payment;
- Increase Interest and Investment revenue \$5,000 due to increase in interest earnings.

Recommendation

Staff is recommending a FY 2019-20 Building & Planning Fund revenue adjustments in the amount of \$137,360 as follows:

Revenue:	FY 2019-20 Budget	Proposed Revisions	FY 2019-20 Updated Budget
Interest & Investment	7,000	5,000	12,000
Review Fees	192,500	125,000	317,500
Reimbursements	0	7,360	7,360
Total Adjustments	199,500	137,360	336,860

Updated Budget only reflects revenue adjustments recommended.

Housing Administration Fund

The Housing Administration Fund accounts for activities associated with administering housing programs of the former Pinole Redevelopment Agency, use of Housing Set Aside funds, and the provision of affordable housing within the community. Revenue collections are 19% of projections at mid-year, while expenditures are 20% of appropriations. Staff is recommending a reduction to Interest and Investment Income in the amount of -\$69,900 as this budget was based on prior year funds held in investments prior to the sale of the Pinole Assisted Living Community (PALC) property. Staff is also recommending a revenue increase of \$750 in Other Revenue due to a refund of excess recording fees received related to the same PALC sale.

Recommendation

Staff is recommending FY 2019-20 Housing Administration Fund revenue adjustments in the amount of -\$69,150 as follows:

Revenue:	FY 2019-20 Budget	Proposed Revisions	FY 2019-20 Updated Budget
Interest & Investment	135,000	-69,900	65,100
Other Revenue	0	750	750
Total Adjustments	135,000	-69,150	65,850

Updated Budget only reflects revenue adjustments recommended.

ENTERPRISE FUNDS

Sewer Enterprise Fund

The Sewer Enterprise Fund accounts for fees charged to residents and businesses for sewer utilities. Fees are used to operate the Pinole-Hercules Wastewater Treatment Plant which services the Pinole and Hercules areas. Sewer Usage Fees

are received with Property Tax in December, April, and June. Revenue collections are 56% of projections at mid-year, while expenditures are 35% of appropriations. Staff is recommending revenue adjustments in the amount of \$98,700 for higher than anticipated interest earnings.

Recommendation

Staff is recommending FY 2019-20 Sewer Enterprise adjustments as follows:

Revenue:	FY 2019-20 Budget	Proposed Revisions	FY 2019-20 Updated Budget
Interest & Investment	100,000	98,700	198,700
Total Adjustments	100,000	98,700	198,700

INTERNAL SERVICE FUNDS

Information Systems

The Information Systems internal service fund is used to account for the costs of information technology services. Goods and services provided to departments are on a cost-reimbursement basis. Expenditures at mid-year are 45% of projections. Staff recommends net expenditure adjustments of \$37,057 as follows:

- Increase labor to deploy MDM to Police Department iPhones - \$5,000;
- Increase cost of LiveScan services - \$11,757
- Increase Sonic Wall maintenance - \$1,500
- Decrease Spam/Spyware – (\$1,500)
- Increase Granicus - \$12,500
- Increase Critical Reach maintenance - \$300
- Increase File on Q support and maintenance - \$3,300
- Increase Fire RMS support at Station 73 - \$2,000
- Decrease Geo Trust SSL Certificate – (\$500)
- Increase EndPoint Protection for Public Safety servers - \$1,700
- Increase Manage Engine MDM - \$1,000

These expenditure adjustments will be offset by Indirect Cost Allocations of \$46,057 to departments.

Recommendation

Staff is recommending FY 2019-20 Information Systems expenditure adjustments as follows:

Expenditures:	FY 2019-20 Budget	Proposed Revisions	FY 2019-20 Updated Budget
Information Systems	888,740	37,057	925,797
Indirect Cost Allocations	-879,740	-46,057	-925,797
Total Adjustments	9,000	-9,000	0

AGENCY FUNDS

Recognized Obligation Retirement Fund

The Recognized Obligation Retirement Fund (RORF) was created to account for the close-out activities of the Successor Agency to the Pinole Redevelopment Agency. Revenue collections are 13% of projections at mid-year, while expenditures are 51% of appropriations. Staff is recommending an increase to Interest and Investment Income in the amount of \$57,900 for higher than anticipated interest earnings, and an increase of \$7,650 to Loan/Bond Proceeds for loan payments received.

Recommendation

Staff is recommending FY 2019-20 RORF revenue adjustments in the amount of \$65,550 as follows:

Revenue:	FY 2019-20 Budget	Proposed Revisions	FY 2019-20 Updated Budget
Interest & Investment	0	57,900	57,900
Loan/Bond Proceeds	0	7,650	7,650
Total Adjustments	0	65,550	65,550

Updated Budget only reflects revenue adjustments recommended.

Interest and Investment Fund

While reviewing the mid-year budget, it was determined that several funds are in need adjustments to Interest and Investment revenue as a result of higher than anticipated interest earnings. Those funds recommended for Interest and Investment revenue adjustments are listed in summary.

Recommendation

Staff is recommending FY 2019-20 Interest and Investment revenue adjustments to the following funds in the amount of \$35,700 total as follows:

Revenue:	FY 2019-20 Budget	Proposed Revisions	FY 2019-20 Updated Budget
Gas Tax Fund	5,000	7,700	12,700
Public Safety Augmentation Fund	2,500	3,200	5,700
Traffic Safety Fund	1,500	1,300	2,800
Solid Waste Fund	8,000	12,300	20,300
Measure C/J Fund	8,000	11,200	19,200
Total Adjustments	25,000	35,700	60,700

Updated Budget only reflects revenue adjustments recommended.

FISCAL IMPACT

Fiscal impact of the FY 2019-20 Mid-Year Financial Report proposed budget adjustments are summarized below and described in detail above and in Attachment A:

1. Net increase in General Fund revenue of \$15,000.
2. Net increase in Measure S 2006 revenue of \$12,500, offset by a net increase in expenditures of \$16,000.
3. Net increase in Measure S 2014 revenue of \$35,000, offset by a net increase in expenditures of \$3,000.
4. A net increase in Gas Tax revenue of \$7,700.
5. A net increase in Public Safety Augmentation Fund revenue of \$3,200.
6. A net increase in Traffic Safety Fund revenue of \$1,300.
7. A net increase in Supplemental Law Enforcement Service Fund revenue of \$57,748.
8. A net decrease in Recreation Fund revenue of -\$23,478, offset by an increase in expenditures of \$7,791.
9. A net increase in Building and Planning Fund revenue of \$137,360.
10. A net increase in Solid Waste Fund revenue of \$12,300.
11. A net increase of \$11,200 in Measure C/J revenue.
12. A net decrease in Housing Fund revenue of -\$69,150.
13. A net increase in Sewer Enterprise Fund revenue of \$98,700.
14. A net decrease in Information Systems Fund expenditures of -\$9,000.
15. A net increase in Recognized Obligation Retirement Fund revenue of \$65,550.

ATTACHMENTS

- A – FY 2019-20 Mid-Year Financial Report
- B – Resolution Adjusting Fiscal Year 2019-20 Budget
- C – FY 2019-20 Mid-Year PowerPoint Presentation



City of Pinole Mid-Year Budget Report

For FY 2019-20 Period Ending: 12/31/19

	Revised Budget	Fiscal Activity	Variance	Percent Used	Proposed Adjustment	Projected Year-End	Notes
Fund: 100 - General Fund							
Revenue							
311 - Property Taxes Total:	4,033,892	1,452,989	(2,580,903)	36%		4,033,892	
<i>Basic 1% Property Tax</i>	<i>2,743,021</i>	<i>1,452,989</i>	<i>1,290,032</i>	<i>53%</i>		<i>2,743,021</i>	
<i>RPTTF and Passthrough Payments</i>	<i>1,290,871</i>	-	<i>1,290,871</i>	<i>0%</i>		<i>1,290,871</i>	
312 - Sales and Use Taxes Total:	3,629,286	1,967,647	(1,661,639)	54%		3,629,286	
313 - Utility Users Tax Total:	1,898,000	793,190	(1,104,810)	42%		1,898,000	
314 - Franchise Taxes Total:	744,000	297,593	(446,407)	40%		744,000	
315 - Other Taxes Total:	858,900	468,091	(390,809)	54%		858,900	
321 - Intergovernmental Taxes Total:	1,819,484	953,725	(865,760)	52%		1,819,484	
323 - State Grants Total:	35,000	22,005	(12,995)	63%		35,000	
324 - Other Grants Total:	57,026	-	(57,026)	0%		57,026	[1]
332 - Permits Total:	73,700	45,722	(27,978)	62%		73,700	
341 - Review Fees Total:	34,000	4,007	(29,993)	12%		34,000	
342 - Other Fees Total:	12,750	12,780	30	100%	7,000	19,750	[2]
343 - Abatement Fees Total:	4,150	9,902	5,752	239%	8,000	12,150	[3]
351 - Fines and Forfeiture Total:	41,550	9,437	(32,113)	23%		41,550	
361 - Public Safety Charges Total:	1,229,973	531,671	(698,302)	43%		1,229,973	
370 - Interest and Investment Income Total:	200,000	91,076	(108,924)	46%		200,000	
381 - Rental Income Total:	81,450	40,725	(40,725)	50%		81,450	
383 - Reimbursements Total:	20,356	17,216	(3,140)	85%		20,356	
384 - Other Revenue Total:	9,000	2,228	(6,772)	25%		9,000	
392 - Proceeds from Sale of Property Total:	11,000	1,283	(9,717)	12%		11,000	
Revenue Total:	14,793,517	6,721,286	(8,072,230)	45%	15,000	14,808,517	
399 - Transfer in from Section 115 Pension	708,615	-	-	0%		708,615	
Sources Total:	15,502,132	6,721,286	(8,072,230)	45%	15,000	15,517,132	
Expenditures							
Department: 10 - City Council Total:	163,015	79,195	83,820	49%		163,015	
Department: 11 - City Manager Total:	217,949	114,161	103,788	52%		217,949	
Department: 12 - City Clerk Total:	246,659	98,175	148,484	40%		246,659	
Department: 13 - City Treasurer Total:	11,332	4,593	6,739	41%		11,332	
Department: 14 - City Attorney Total:	110,919	104,015	6,904	94%		110,919	[4]
Department: 15 - Finance Department Total:	478,572	276,684	201,888	58%		478,572	
Department: 16 - Human Resources Total:	494,907	235,124	259,784	48%		494,907	
Department: 17 - General Government Total:	2,888,272	1,282,322	1,605,950	44%		2,888,272	
Total Administrative	4,611,626	2,194,269	2,417,357	48%		4,611,626	
Department: 22 - Police Department Total:	6,405,007	3,107,415	3,297,592	49%		6,405,007	
Department: 23 - Fire Department Total:	4,453,035	1,415,162	3,037,873	32%		4,453,035	
Total Public Safety	10,858,042	4,522,577	6,335,465	42%		10,858,042	
Department: 34 - Public Works Total:	886,419	506,355	380,063	57%		886,419	
Department: 46 - Community Development Total:	236,009	72,474	163,535	31%		236,009	
Total Development Services	1,122,428	578,829	543,599	52%		1,122,428	
Expenditures Total	16,592,096	7,295,675	9,296,421	44%		16,592,096	
Fund: 100 - General Fund Surplus (Deficit):	(1,089,964)	(574,389)	1,224,190			(1,074,964)	

NOTES:

[1] Measure H funds are received in the third quarter.

[2] Increase Fire Inspection fees by \$7,000 as a result of inspection fees collected.

[3] Increase Fire Code Enforcement fees by \$8,000 as a result of code enforcement fees collected.

[4] Approximately 74% of City Attorney expenditures are allocated back to departments and other funding sources. Net expenditures and allocated costs for the period are 59% and 46% respectively.

	Revised Budget	Fiscal Activity	Variance	Percent Used	Proposed Adjustment	Projected Year-End	Notes
Fund: 105 - Measure S -2006							
Revenue							
312 - Sales and Use Taxes Total:	1,960,800	1,011,089	(949,711)	52%		1,960,800	
370 - Interest and Investment Income Total:	20,000	16,265	(3,735)	81%	12,500	32,500	[1]
Revenue Total:	1,980,800	1,027,354	(953,446)	52%	12,500	1,993,300	
399 - Transfer in from Section 115 Pension	184,117	-	-	0%		184,117	
Sources Total:	2,164,917	1,027,354	(953,446)	45%	12,500	2,177,417	
Expenditures							
Department: 15 - Finance Department Total:	2,433	-	2,433	0%		2,433	
Department: 22 - Police Department Total:	1,513,954	683,184	830,770	45%	16,000	1,529,954	[2]
Department: 23 - Fire Department Total:	942,551	560,208	382,343	59%		942,551	
Expenditures Total:	2,458,938	1,243,393	1,215,546	51%	16,000	2,474,938	
Fund: 105 - Measure S -2006 Surplus (Deficit):	(294,021)	(216,039)	262,100	45%		(297,521)	
Fund: 106 - MEASURE S-2014							
Revenue							
312 - Sales and Use Taxes Total:	1,960,800	1,009,891	(950,909)	52%		1,960,800	
370 - Interest and Investment Income Total:	30,000	32,807	2,807	109%	35,000	65,000	[1]
Revenue Total:	1,990,800	1,042,698	(948,102)	52%	35,000	2,025,800	
399 - Transfer in from Section 115 Pension	8,206	-	-	0%		8,206	
Sources Total:	1,999,006	1,042,698	(948,102)	45%	35,000	2,034,006	
Expenditures							
Department: 10 - City Council Total:	57,200	33,900	23,300	59%	3,000	60,200	[3]
Department: 14 - City Attorney Total:	35,000	19,839	15,161	57%		35,000	
Department: 15 - Finance Department Total:	2,433	-	2,433	0%		2,433	
Department: 17 - General Government Total:	692,500	-	692,500	0%		692,500	
Department: 18 - Information Systems Total:	64,600	-	64,600	0%		64,600	
Total Administrative	851,733	53,739	797,994	6%	3,000	854,733	
Department: 22 - Police Department Total:	597,137	81,544	515,593	14%		597,137	
Department: 23 - Fire Department Total:	306,128	132,765	173,363	43%		306,128	
Total Public Safety	903,265	214,309	688,956	24%		903,265	
Department: 34 - Public Works Total:	1,099,419	358,323	741,096	33%		1,099,419	
Department: 46 - Community Development Total:	130,000	6,464	123,536	5%		130,000	
Total Development Services	1,229,419	364,786	864,633	30%		1,229,419	
Department: 55 - Recreation Total:	30,000	-	30,000	0%		30,000	
Expenditures Total:	3,014,417	632,835	2,381,582	21%	3,000	3,017,417	
Fund: 106 - MEASURE S-2014 Surplus (Deficit):	(1,015,411)	409,864	1,433,481			(983,411)	
Fund: 200 - Gas Tax Fund							
Revenue							
321 - Intergovernmental Taxes Total:	827,289	427,248	(400,041)	52%		827,289	
370 - Interest and Investment Income Total:	5,000	6,378	1,378	128%	7,700	12,700	[1]
Revenue Total:	832,289	433,626	(398,663)	52%	7,700	839,989	
Expenditures							
Department: 34 - Public Works Total:	502,547	218,374	284,173	43%		502,547	
Expenditures Total:	502,547	218,374	284,173	43%		502,547	
Fund: 200 - Gas Tax Fund Surplus (Deficit):	329,742	215,252	(114,490)			337,442	
Fund: 201 - Restricted Real Estate Maintenance Fund							
Revenue							
342 - Other Fees Total:	3,175	475	(2,700)	15%		3,175	
381 - Rental Income Total:	34,000	450	(33,550)	1%		34,000	
Revenue Total:	37,175	925	(36,250)	2%		37,175	
Expenditures							
Department: 34 - Public Works Total:	37,175	12,196	24,979	33%		37,175	
Expenditures Total:	37,175	12,196	24,979	33%		37,175	
Fund: 201 - Restricted Real Estate Maintenance Fund Surplus (Deficit):	-	(11,271)	(11,271)			-	

NOTES:

- [1] Increase budget for interest earnings.
 [2] StarChase equipment warranty and user subscriptions.
 [3] Increase budget for Management Partners to complete environmental scan.

	Revised Budget	Fiscal Activity	Variance	Percent Used	Proposed Adjustment	Projected Year-End	Notes
Fund: 203 - Public Safety Augmentation Fund							
Revenue							
321 - Intergovernmental Taxes Total:	177,375	96,586	(80,789)	54%		177,375	
370 - Interest and Investment Income Total:	2,500	2,881	381	115%	3,200	5,700	[1]
Revenue Total:	179,875	99,467	(80,408)	55%	3,200	183,075	
Expenditures							
Department: 22 - Police Department Total:	177,310	65,398	111,912	37%		177,310	
Expenditures Total:	177,310	65,398	111,912	37%		177,310	
Fund: 203 - Public Safety Augmentation Fund Surplus (Deficit):	2,565	34,069	31,504			5,765	
Fund: 204 - Police Grants							
Revenue							
323 - State Grants Total:	25,796	136	(25,660)	1%		25,796	
324 - Other Grants Total:	300,000	164,500	(135,500)	55%		300,000	
Revenue Total:	325,796	164,636	(161,160)	51%		325,796	
399 - Transfer in from Section 115 Pension	44,722	-	-	0%		44,722	
Sources Total:	370,518	164,636	(161,160)	45%	-	370,518	
Expenditures							
Department: 22 - Police Department Total:	369,475	178,864	190,611	48%		369,475	
Expenditures Total:	369,475	178,864	190,611	48%		369,475	
Fund: 204 - Police Grants Surplus (Deficit):	1,043	(14,229)	(15,272)			1,043	
Fund: 205 - Traffic Safety Fund							
Revenue							
351 - Fines and Forfeiture Total:	42,330	19,635	(22,695)	46%		42,330	
370 - Interest and Investment Income Total:	1,500	1,436	(64)	96%	1,300	2,800	[1]
Revenue Total:	43,830	21,071	(22,759)	48%	1,300	45,130	
Expenditures							
Department: 22 - Police Department Total:	19,168	3,926	15,242	20%		19,168	
Expenditures Total:	19,168	3,926	15,242	20%		19,168	
Fund: 205 - Traffic Safety Fund Surplus (Deficit):	24,662	17,145	(7,517)			25,962	
Fund: 206 - Supplemental Law Enforcement Svc Fund							
Revenue							
323 - State Grants Total:	100,000	110,809	10,809	111%	55,948	155,948	[2]
370 - Interest and Investment Income Total:	1,600	1,693	93	106%	1,800	3,400	[1]
Revenue Total:	101,600	112,502	10,902	111%	57,748	159,348	
Expenditures							
Department: 22 - Police Department Total:	129,359	44,798	84,561	35%		129,359	
Expenditures Total:	129,359	44,798	84,561	35%		129,359	
Fund: 206 - Supplemental Law Enforcement Svc Fund Surplus (Deficit):	(27,759)	67,704	95,463			29,989	
Fund: 207 - NPDES Storm Water Fund							
Revenue							
SubCategory: 321 - Intergovernmental Taxes Total:	266,470	9,553	(256,917)	4%		266,470	
SubCategory: 370 - Interest and Investment Income Total:	150	(77)	(227)	52%		150	
Revenue Total:	266,620	9,476	(257,144)	4%		266,620	
Expenditures							
Department: 34 - Public Works Total:	367,444	146,504	220,940	40%		367,444	
Expenditures Total:	367,444	146,504	220,940	40%		367,444	
Fund: 207 - NPDES Storm Water Fund Surplus (Deficit):	(100,824)	(137,028)	(36,204)			(100,824)	

NOTES:

[1] Increase budget for interest earnings.

[2] Increase budget for SLESF Growth Allocation received.

	Revised Budget	Fiscal Activity	Variance	Percent Used	Proposed Adjustment	Projected Year-End	Notes
Fund: 209 - Recreation Fund							
Revenue							
Division: 551 - Recreation Administration	528,773	8,145	(520,628)	2%		528,773	
Division: 552 - Senior Center	330,800	187,750	(143,050)	57%	7,500	338,300	[1]
Division: 553 - Tiny Tots	193,368	75,393	(117,975)	39%	(38,240)	155,128	[2]
Division: 554 - Youth Center	27,310	16,730	(10,580)	61%	(4,400)	22,910	[3]
Division: 555 - Day Camp	20,500	13,015	(7,485)	63%		20,500	
Division: 556 - Performing Arts	-	2,630	2,630	0%	2,630	2,630	[4]
Division: 557 - Swim Center	91,920	27,657	(64,263)	30%	1,500	93,420	[5]
Division: 558 - Memorial Hall	5,600	8,616	3,016	154%	7,232	12,832	[6]
Division: 559 - Tennis	400	584	184	146%	300	700	[7]
Revenue Total:	1,198,671	340,521	(858,151)	28%	(23,478)	1,175,193	
399 - Transfer in from Section 115 Pension	6,952	-	-	0%		6,952	
Sources Total:	1,205,623	340,521	(858,151)	45%	(23,478)	1,182,145	
Expenditures							
Division: 551 - Recreation Administration	204,581	76,188	128,393	37%	150	204,731	[8]
Division: 552 - Senior Center	497,141	260,683	236,459	52%	43,760	540,901	[9]
Division: 553 - Tiny Tots	137,296	71,764	65,532	52%	82	137,378	[10]
Division: 554 - Youth Center	196,635	77,524	119,111	39%	(42,558)	154,077	[11]
Division: 555 - Day Camp	60,640	2,063	58,577	3%		60,640	
Division: 556 - Performing Arts	-	221	(221)	0%	221	221	[12]
Division: 557 - Swim Center	91,368	69,267	22,101	76%	3,897	95,265	[13]
Division: 558 - Memorial Hall	4,961	3,378	1,583	68%	2,239	7,200	[14]
Division: 559 - Tennis	4,000	1,211	2,789	30%		4,000	
Expenditures Total:	1,196,623	562,300	634,323	47%	7,791	1,204,414	
Fund: 209 - Recreation Fund Surplus (Deficit):	9,000	(221,779)	(223,827)			(22,269)	
Fund: 212 - Building & Planning							
Revenue							
370 - Interest and Investment Income Total:	7,000	6,121	(879)	87%	5,000	12,000	[15]
315 - Other Taxes Total:	-	2	2	0%		-	
332 - Permits Total:	512,750	181,526	(331,224)	35%		512,750	
341 - Review Fees Total:	192,500	251,993	59,493	131%	125,000	317,500	[16]
342 - Other Fees Total:	62,500	46,399	(16,101)	74%		62,500	
383 - Reimbursements Total:	-	7,360	7,360	0%	7,360	7,360	[17]
384 - Other Revenue Total:	21,000	(449)	(21,449)	2%		21,000	
Revenue Total:	795,750	492,953	(302,797)	62%	137,360	933,110	
399 - Transfer in from Section 115 Pension	58,937	-	-	0%		58,937	
Sources Total:	854,687	492,953	(302,797)	45%	137,360	992,047	
Expenditures							
Department: 46 - Community Development Total:	1,196,652	366,544	830,108	31%		1,196,652	
Expenditures Total:	1,196,652	366,544	830,108	31%		1,196,652	
Fund: 212 - Building & Planning Surplus (Deficit):	(341,965)	126,408	527,310			(204,605)	
Fund: 213 - Refuse Management Fund							
Revenue							
323 - State Grants Total:	105,662	76,177	(29,485)	72%		105,662	
370 - Interest and Investment Income Total:	6,000	2,960	(3,040)	49%		6,000	
Revenue Total:	111,662	79,137	(32,525)	71%		111,662	
Expenditures							
Department: 34 - Public Works Total:	125,347	43,245	82,102	34%		125,347	
Expenditures Total:	125,347	43,245	82,102	34%		125,347	
Fund: 213 - Refuse Management Fund Surplus (Deficit):	(13,685)	35,892	49,577			(13,685)	

NOTES:

- [1] Increase budget for food program, fundraising, gift shop, and rentals. Decrease budget for personal services and Wednesday night program.
- [2] Decrease budget for Summer and Fall fees.
- [3] Decrease budget for enrichment programs, donations, and miscellaneous activities.
- [4] Delayed processing of credit card transactions.
- [5] Increase budget for pool rentals.
- [6] Increase budget for prior year, FY2018-19 facility rental use received in FY2019-20, and reimbursement for utilities.
- [7] Increase in tennis court rentals.
- [8] Additional bank fees for credit card services.
- [9] Increase in budget for attorney services, inspection/permit fees, utilities, food program, and dance program. Decrease budget for personal services and gift shop.
- [10] Increase budget for alarm monitoring and pest control services.
- [11] Decrease allocation for part-time staffing. Increase budget for equipment and building maintenance, utilities, and property tax.
- [12] Bank fees for credit card processing.
- [13] Increase budget for additional Swim Center program expenses.
- [14] Increase budget for building maintenance expense.
- [15] Increase budget for interest earnings.
- [16] Increase budget for plan check fees due to several large projects.
- [17] Add budget for a reimbursement received for a duplicate payment.

	Revised Budget	Fiscal Activity	Variance	Percent Used	Proposed Adjustment	Projected Year-End	Notes
Fund: 214 - Solid Waste Fund							
Revenue							
370 - Interest and Investment Income Total:	8,000	10,163	2,163	127%	12,300	20,300	[1]
383 - Reimbursements Total:	240,000	187,638	(52,362)	78%		240,000	
Revenue Total:	248,000	197,801	(50,199)	80%	12,300	260,300	
Expenditures							
Department: 34 - Public Works Total:	42,000	-	42,000	0%		42,000	
Expenditures Total:	42,000	-	42,000	0%	-	42,000	
Fund: 214 - Solid Waste Fund Surplus (Deficit):	206,000	197,801	(8,199)			206,000	
Fund: 215 - Measure C and J Fund							
Revenue							
324 - Other Grants Total:	360,000	4,567	(355,433)	1%		360,000	[1]
370 - Interest and Investment Income Total:	8,000	9,616	1,616	120%	11,200	19,200	
Revenue Total:	368,000	14,183	(353,817)	4%	11,200	379,200	
Expenditures							
Department: 34 - Public Works Total:	200,598	40,492	160,106	20%		200,598	
Expenditures Total:	200,598	40,492	160,106	20%		200,598	
Fund: 215 - Measure C and J Fund Surplus (Deficit):	167,402	(26,308)	(193,710)			167,402	
Fund: 285 - Housing Land Held for Resale							
Revenue							
370 - Interest and Investment Income Total:	135,000	32,528	(102,472)	24%	(69,900)	65,100	[2]
384 - Other Revenue Total:	-	750	750	0%	750	750	[3]
393 - Loan/Bond Proceeds Total:	55,000	2,140	(52,860)	4%		55,000	
Revenue Total:	190,000	35,419	(154,581)	19%	(69,150)	120,850	
Expenditures							
Department: 46 - Community Development Total:	211,107	42,886	168,221	20%		211,107	
Expenditures Total:	211,107	42,886	168,221	20%		211,107	
Fund: 285 - Housing Land Held for Resale Surplus (Deficit):	(21,107)	(7,468)	13,639			(21,107)	
Fund: 500 - Sewer Enterprise Fund							
Revenue							
363 - Sewer Enterprise Charges Total:	6,952,287	3,837,972	(3,114,315)	55%		6,952,287	[1]
370 - Interest and Investment Income Total:	100,000	99,368	(632)	99%	98,700	198,700	
Revenue Total:	7,052,287	3,937,340	(3,114,947)	56%	98,700	7,150,987	
399 - Transfer in from Section 115 Pension	30,645	-	-	0%		30,645	
Sources Total:	7,082,932	3,937,340	(3,114,947)	45%	98,700	7,181,632	
Expenditures							
Department: 64 - Sewer Total:	7,533,264	2,613,988	4,919,276	35%		7,533,264	
Expenditures Total:	7,533,264	2,613,988	4,919,276	35%		7,533,264	
Fund: 500 - Sewer Enterprise Fund Surplus (Deficit):	(450,332)	1,323,352	1,804,329			(351,632)	
Fund: 505 - Cable Access TV							
Revenue							
314 - Franchise Taxes Total:	35,000	15,599	(19,401)	45%		35,000	
365 - Cable TV Charges Total:	206,963	83,950	(123,013)	41%		206,963	
384 - Other Revenue Total:	3,600	3,000	(600)	83%		3,600	
399 - Transfers In Total:	205,125	-	(205,125)	0%		205,125	
Revenue Total:	450,688	102,549	(348,139)	23%		450,688	
399 - Transfer in from Section 115 Pension	18,202	-	-	0%		18,202	
Sources Total:	468,890	102,549	(348,139)	45%	-	468,890	
Expenditures							
19 - Cable Access TV Total:	468,890	179,779	289,111	38%		468,890	
Expenditures Total:	468,890	179,779	289,111	38%		468,890	
Fund: 505 - Cable Access TV Surplus (Deficit):	(0)	(77,229)	(59,027)			(0)	
Fund: 525 - Information Systems							
Expenditures							
18 - Information Systems Total:	888,740	397,135	491,605	45%	37,057	925,797	[4]
461 - Indirect cost allocations Total:	(879,740)	-	(879,740)	0%	(46,057)	(925,797)	[5]
Expenditures Total:	9,000	397,135	(388,135)		(9,000)	-	
Fund: 525 - Information Systems Surplus (Deficit):	9,000	397,135	(388,135)			-	

	Revised Budget	Fiscal Activity	Variance	Percent Used	Proposed Adjustment	Projected Year-End	Notes
Fund: 750 - Recognized Obligation Retirement Fund							
Revenue							
311 - Property Taxes Total:	250,000	-	(250,000)	0%		250,000	
370 - Interest and Investment Income Total:	-	28,966	28,966	0%	57,900	57,900	[1]
393 - Loan/Bond Proceeds Total:	-	3,825	3,825	0%	7,650	7,650	[6]
Revenue Total:	250,000	32,791	(217,209)	13%	65,550	315,550	
Expenditures							
Department: 46 - Community Development Total:	250,000	127,453	122,547	51%		250,000	
Expenditures Total:	250,000	127,453	122,547	51%		250,000	
Fund: 750 - Recognized Obligation Retirement Fund Surplus (Deficit):	-	127,453	122,547			-	

NOTES:

[1] Increase budget for interest earnings.

[2] Decrease budget for interest earnings due to reduced fund balance from prior fiscal year.

[3] Add budget for excess recording fees reimbursed related to PALC sale.

[4] Add budget for: labor to deploy PD iPhones, \$5,000; additional LiveScan maintenance cost, \$11,757; Sonic Wall maintenance, \$1,500; Granicus, \$12,500; Critical Reach maintenance, \$300; File on Q support/maintenance, \$3,300; Fire RMS suport-73, \$2,000; EndPoint protection, \$1,700; and ManageEngine MDM for PD, \$1,000. Reduce budget for spyware, -\$1,500; and GeoTrust SSL -\$500.

[5] Increase budget for indirect cost allocations to departments.

[6] Add budget for loan payments received.

RESOLUTION NO. 2020-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA,
AMENDING THE CITY BUDGET FOR FISCAL YEAR 2019-20**

WHEREAS, the City Council did adopt an Operations Budget for City Operations by Resolution number 2019-60 on June 18, 2019; and

WHEREAS, the City Council did adopt adjustments to the Operations Budget by Resolution number 2019-107 on November 19, 2019; and

WHEREAS, the Finance Director has presented proposed recommendations for amendment of the adopted budget for the City of Pinole Operations for fiscal year 2019-20 as part of a Mid-Year Budget Review at the regular City Council Meeting held on February 18, 2020; and

WHEREAS, the City Council has considered these recommended changes, as to the matter of the City budget; and

WHEREAS, the City Council has solicited public input on the proposed amendments to the 2019-20 City Operations Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole as follows:

Amendments to the budget and program of services for the City of Pinole for Fiscal Year 2019-20 commencing July 1, 2019 and ending June 30, 2020 are hereby approved and adopted, as set forth in Exhibit #1 (herein incorporated).

PASSED AND ADOPTED this 18th day of February 2020, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this **18th** day of **February, 2020**.

Heather Iopu, CMC
City Clerk

FY 2019-20 Mid-Year Adjustments

Exhibit 1

General Fund	
Revenue	\$15,000
Measure S 2006	
Revenue	\$12,500
Expenditures	\$16,000
Measure S 2014	
Revenue	\$35,000
Expenditures	\$3,000
Gas Tax Fund	
Revenue	\$7,700
Public Safety Augmentation Fund	
Revenue	\$3,200
Traffic Safety Fund	
Revenue	\$1,300
Supplemental Law Enforcement Svc Fund	
Revenue	\$57,748
Recreation Fund	
Revenue	-\$23,478
Expenditures	\$7,791
Building & Planning Fund	
Revenue	\$137,360
Solid Waste Fund	
Revenue	\$12,300
Measure C/J Fund	
Revenue	\$11,200
Housing Fund	
Revenue	-\$69,150
Sewer Enterprise Fund	
Revenue	\$98,700
Information Systems Fund	
Expenditure	-\$9,000
Recognized Obligation Retirement Fund	
Revenue	\$65,550



FY 2019-20 MID-YEAR BUDGET REVIEW AND BUDGET ADJUSTMENTS

1

Highlights:

- General Fund revenues realized at 45% of projections
- General Fund expenditures realized at 44% of projections
- Adjusted FY 2019-20 budget projects General Fund use of fund balance in the amount of -\$1,089,964, primarily due to the purchase of a new Fire engine

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General Fund Overview



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General Fund Revenue Budget-to-Actual

	Adopted Budget	2 nd Qtr Actual	Budget Adjust	Updated Budget
Property Tax	4,033,892	1,452,989	0	4,033,892
Sales Tax	3,629,286	1,967,647	0	3,629,286
Utility Users Tax	1,898,000	793,190	0	1,898,000
Other Taxes	3,422,384	1,719,409	0	3,422,384
Other Revenue	1,809,955	788,051	15,000	1,824,955
Total Revenue	14,793,517	6,721,286	15,000	14,808,517

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General Fund Expenditures by Function Budget-to-Actual

	Adopted Budget	2 nd Qtr Actual	Budget Adjust	Updated Budget
Administration	4,611,626	2,194,269	0	4,611,626
Public Safety	10,858,042	4,522,577	0	10,858,042
Public Works	886,419	506,355	0	886,419
Comm. Dev.	236,009	72,474	0	236,009
Total Expenditures	16,592,096	7,295,675	0	16,592,096

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Measure S 2006 Budget-to-Actual

	Adopted Budget	2 nd Qtr Actual	Budget Adjust	Updated Budget
Sales Tax	1,960,800	1,011,089	0	1,960,800
Interest & Invest	20,000	16,265	12,500	32,500
Total Revenue	1,980,800	1,027,354	12,500	1,993,300
Finance	2,433	0	0	2,433
Police Dept	1,513,954	683,184	16,000	1,529,954
Fire Dept	942,551	560,208	0	942,551
Total Expenditures	2,458,938	1,243,393	16,000	2,474,938

* Funding will come from Measure S 2006 Fund Balance, currently \$2.0M

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Measure S 2014 Revenue Budget-to-Actual

	Adopted Budget	2 nd Qtr Actual	Budget Adjust	Updated Budget
Sales Tax	1,960,800	1,009,891	0	1,960,800
Interest & Invest	30,000	32,807	35,000	65,000
Total Revenue	1,990,800	1,042,698	35,000	2,025,800

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Measure S 2014 Expenditures Budget-to-Actual

	Adopted Budget	2 nd Qtr Actual	Budget Adjust	Updated Budget
Administration	851,733	53,739	3,000	854,733
Public Safety	903,265	214,309	0	903,265
Dev. Svcs.	1,229,419	364,786	0	1,229,419
Recreation	30,000	0	0	30,000
Total Expenditures	3,014,417	632,835	3,000	3,017,417

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SLESF Budget-to-Actual

	Adopted Budget	2 nd Qtr Actual	Budget Adjust	Updated Budget
Revenue:				
State Grants	100,000	110,809	55,948	155,948
Interest & Invest.	1,600	1,693	1,800	3,400
Total	101,600	112,502	57,748	159,348
Expenditures:				
Police Dept	129,359	44,798	0	129,359
Total	129,359	44,798	0	129,359

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Recreation Fund Revenue Budget-to-Actual

Revenue	Adopted Budget	2 nd Qtr Actual	Budget Adjust	Updated Budget
Administration	528,773	8,145	0	528,773
Senior Center	330,800	187,750	7,500	338,300
Tiny Tots	193,368	75,393	-38,240	155,128
Youth Center	27,310	16,730	-4,400	22,910
Day Camp	20,500	13,015	0	20,500
Performing Arts	0	2,630	2,630	2,630
Swim Center	91,920	27,657	1,500	93,420
Memorial Hall	5,600	8,616	7,232	12,832
Tennis	400	584	300	700
Total Revenue	1,198,671	340,521	-23,478	1,175,193

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Recreation Fund Expenditures Budget-to-Actual

Expenditures	Adopted Budget	2 nd Qtr Actual	Budget Adjust	Updated Budget
Administration	204,581	76,188	150	204,731
Senior Center	497,141	260,683	43,760	540,901
Tiny Tots	137,296	71,764	82	137,378
Youth Center	196,635	77,524	-42,558	154,077
Day Camp	60,640	2,063	0	60,640
Performing Arts	0	221	221	221
Swim Center	91,368	69,267	3,897	95,265
Memorial Hall	4,961	3,378	2,239	7,200
Tennis	4,000	1,211	0	4,000
Total Revenue	1,196,623	563,300	7,791	1,204,414

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Building & Planning Fund Budget-to-Actual

Revenue:	Adopted Budget	2 nd Qtr Actual	Budget Adjust	Updated Budget
Permits	512,750	181,526	0	512,750
Review Fees	192,500	251,993	125,000	317,500
Other Revenue	83,500	53,313	7,360	90,860
Interest & Invest.	7,000	6,121	5,000	12,000
Total Revenue	795,750	492,953	137,360	933,110
Expenditures:				
Community Dev.	1,196,652	366,544	0	1,196,652
Total Expenditures	1,196,652	366,544	0	1,196,652

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Housing Fund Budget-to-Actual

	Adopted Budget	2 nd Qtr Actual	Budget Adjust	Updated Budget
Revenue:				
Interest & Invest.	135,000	32,528	-69,900	65,100
Other Revenue	0	750	750	750
Loan Proceeds	55,000	2,140	0	55,000
Total	190,000	35,419	-69,150	120,850
Expenditures:				
Community Dev.	211,107	42,886	0	211,107
Total	211,107	42,886	0	211,107

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Sewer Enterprise Fund Budget-to-Actual

	Adopted Budget	2 nd Qtr Actual	Budget Adjust	Updated Budget
Revenue:				
Sewer Charges	6,952,287	3,837,972	0	6,952,287
Interest & Invest.	100,000	99,368	98,700	198,700
Total Revenue	7,052,287	3,937,340	98,700	7,150,987
Expenditures:				
Sewer	7,533,264	2,613,988	0	7,533,264
Total Expenses	7,533,264	2,613,988	0	7,533,264

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Information Systems Fund Budget-to-Actual

	Adopted Budget	2 nd Qtr Actual	Budget Adjust	Updated Budget
Expenditures:				
Information Sys.	888,740	397,135	37,057	925,797
Indirect Cost Allocations	-879,740	0	-46,057	-925,797
Total Expenses	9,000	397,135	-9,000	0

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Recognized Obligation Ret. Fund Budget-to-Actual

	Adopted Budget	2 nd Qtr Actual	Budget Adjust	Updated Budget
Revenue:				
Property Taxes	250,000	0	0	250,000
Interest & Invest.	0	28,966	57,900	57,900
Loan Proceeds	0	3,825	7,650	7,650
Total Revenue	250,000	32,791	65,550	315,550
Expenditures:				
Community Dev.	250,000	127,453	0	250,000
Total Expenses	250,000	127,453	0	250,000

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Various Funds – Interest & Invest. Budget-to-Actual

Revenue:	Adopted Budget	2nd Qtr Actual	Budget Adjust	Updated Budget
Gas Tax Fund	5,000	6,378	7,700	12,700
PSAF	2,500	2,881	3,200	5,700
Traffic Safety Fund	1,500	1,436	1,300	2,800
Solid Waste Fund	8,000	10,163	12,300	20,300
Measure C/J Fund	8,000	9,616	11,200	19,200
Total Revenue	25,000	30,474	35,700	60,700

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FY 2019-20 2nd Quarter Mid-Year Budget Adjustments

General Fund - 100	
Revenue	\$15,000
Measure S 2006 Fund - 105	
Revenue	\$12,500
Expenditures	\$16,000
Measure S 2014 Fund - 106	
Revenue	\$35,000
Expenditures	\$3,000
Gas Tax Fund – 200	
Revenue	\$7,700
Public Safety Augmentation Fund – 203	
Revenue	\$3,200
Traffic Safety Fund – 205	
Revenue	\$1,300

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FY 2019-20 2nd Quarter Mid-Year Budget Adjustments

Supplemental Law Enforcement Svc. Fund - 206

Revenue	\$57,748
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Recreation Fund - 209

Revenue	-\$23,478
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Expenditures	\$7,791
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Building & Planning Fund – 212

Revenue	\$137,360
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Solid Waste Fund – 214

Revenue	\$12,300
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Measure C/J Fund – 215

Revenue	\$11,200
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Housing Fund – 285

Revenue	-\$69,150
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FY 2019-20 2nd Quarter Mid-Year Budget Adjustments

Sewer Enterprise Fund - 500

Revenue	\$98,700
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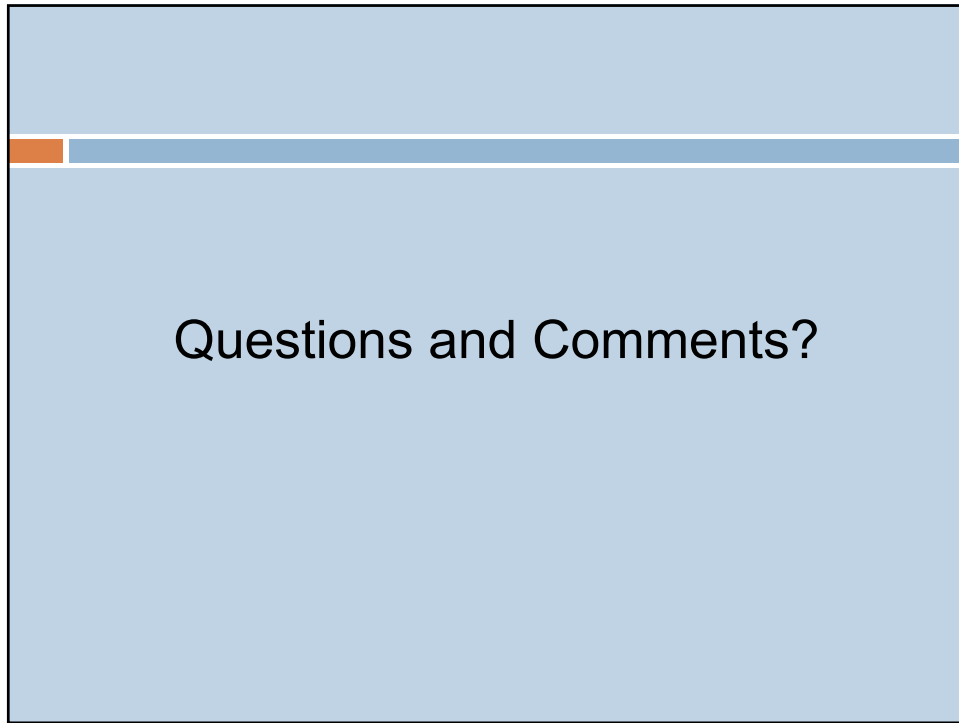
Information Systems Fund - 525

Expenditures	-\$9,000
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Recognized Obligation Retirement Fund – 750

Revenue	\$65,550
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