



CITY of CLOVIS

AGENDA • CLOVIS CITY COUNCIL
Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060
www.cityofclovis.com

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at www.cityofclovis.com.

June 10, 2019

6:00 PM

Council Chamber

The City Council welcomes participation at Council Meetings. Members of the public may address the Council on any item of interest to the public that is scheduled on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic.

Meeting called to order by Mayor Bessinger
Flag salute led by Councilmember Ashbeck

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

1. Presentation by Consolidated District Manager Steve Mulligan Regarding Mosquito Abatement in Clovis.

PUBLIC COMMENTS - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

ORDINANCES AND RESOLUTIONS - With respect to the approval of resolutions and ordinances, the reading of the title shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

CONSENT CALENDAR - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

2. City Clerk – Approval - Minutes for the June 3, 2019 Council Meeting.
3. Community and Economic Development - Approval – Request from Clovis Chamber of Commerce to revise Street Closure for Clovis Fest to include the closure of Fifth Street between Clovis and Woodworth Avenues.
4. Finance - Approval – Res. 19-____, Request to Grant Authority for Additional Finance Department staff to transfer monies to and from the Local Agency Investment Fund and Rescind the Authority of Staff to Deposit or Withdraw Funds.
5. Finance - Receive and File – Investment Report for the month of March 2019.
6. Finance - Receive and File – Treasurer's Report for the month of March 2019.
7. General Services – Approval – Res. 19-____, Declaring the City's Intent to continue to be a Direct Sponsor of the Clovis Senior Services Programs; and Authorize the City Manager to submit an Application for Older Americans Act Funding for Title III C-1 Nutrition Services through the Fresno-Madera Area Agency on Aging (FMAAA).
8. General Services – Approval - Rejection of Application for Leave to Present Late Claim on behalf of Stacey Horne.
9. Planning and Development Services - Approval - Res 19____, Initiation of City of Clovis Underground Utility District No. 8.
10. Public Utilities – Approval – Bid Award for CIP 17-10, CNG Fueling System Upgrade; and Authorize the City Manager to execute the contract on behalf of the City.
11. Public Utilities – Approval - Authorize the Purchase of a Residential Side Loading Refuse Truck from Golden State Peterbilt.
12. Public Utilities – Approval - Waive Formal Bidding Requirements and Authorize the Purchase of a Rear Loading Refuse Truck off of the Sourcewell Purchasing Contract from Ruckstell California Sales Co., Inc.

PUBLIC HEARINGS - A public hearing is an open consideration within a regular or special meeting of the City Council, for which special notice has been given and may be required. When a public hearing is continued, noticing of the adjourned item is required as per Government Code 54955.1.

13. Consider Approval – Res. 19-____, Adoption of the City of Clovis 2019-20 Annual Action Plan for expenditure of Community Development Block Grant Funds.

Staff: Heidi Crabtree, Housing Program Coordinator

Recommendation: Approve

14. Consider Approval – Award the Design Engineering Services Consultant Contract for the State Route 168/Enterprise Canal Pedestrian Bridge Project (CIP 16-19) to Biggs Cardosa Associates, Inc. and; Authorize the City Manager to execute the contract on behalf of the City.

Staff: Ryan Burnett, Engineering Program Supervisor

Recommendation: Approve

CORRESPONDENCE – Correspondence is communication addressed to City Council that requests action.

15. None.

ADMINISTRATIVE ITEMS – Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

16. Consider Approval – Res. 19-____, 2019-20 City of Clovis Annual Budget, and information regarding the Clovis Successor Agency. (Continued from the May 20, 2019 Council meeting.)

- a) Finance Department (Jay Schengel)
- b) City Council / City Attorney / City Clerk / City Manager (John Holt)
- c) Police Department (Matt Basgall)
- d) Fire Department (John Binaski)
- e) Public Utilities Department (Scott Redelfs)
- f) Planning and Development Services/Community Investment Program (Dwight Kroll)
- g) General Services (Shonna Halterman)
- h) Community and Economic Development / Successor Agency (Andrew Haussler)

Recommendation: Approve

CITY MANAGER COMMENTS

COUNCIL ITEMS

17. Council Comments

CLOSED SESSION - A “closed door” (not public) City Council meeting, allowed by State law, for consideration of pending legal matters and certain matters related to personnel and real estate transactions.

18. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Luke Serpa, Shonna Halterman, Lori Shively
Employee Organization: Clovis Police Officers Association, Clovis Firefighters Association, Clovis Employees Association, Clovis Public Works Employees Association, Clovis Public Safety Employees Association, Clovis Professional and Technical Employees Association, Clovis Transit Employees Bargaining Unit, Clovis Technical and Financial Professionals Association
Unrepresented Employee: Management Employees

ADJOURNMENT

Future Meetings and Key Issues			
June 17, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
July 1, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
July 8, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
July 15, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Aug. 5, 2019. (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Aug. 6 – Sep. 2, 2019	Summer Recess		
Sep. 3, 2019 (Tue.)	6:00 P.M.	Regular Meeting	Council Chamber
Sep. 9, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Sep. 16, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: June 10, 2019

PRESENTATIONS/PROCLAMATIONS

Presentation by Consolidated District Manager Steve Mulligan Regarding Mosquito Abatement in Clovis.

Consolidated District Manager Steve Mulligan will give a verbal presentation on this item.

Please direct questions to the City Manager's office at 559-324-2060.

CLOVIS CITY COUNCIL MEETING

June 3, 2019

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Bessinger
Flag Salute led by Councilmember Whalen

Roll Call: Present: Councilmembers Ashbeck, Flores, Mouanoutoua, Whalen
Mayor Bessinger
Absent: None

PRESENTATION

1. NONE.

PUBLIC COMMENTS 6:02

Gene Chandler, resident, requested the City do more to curb the use of illegal fireworks during the fourth of July holiday period. Mr. Chandler indicated that he suffers from PTSD and the firework noise had a negative impact on him and requested the City do more to manage the problem of illegal fireworks.

Joe Lugo, resident, raised concerns with the number of squirrels in his neighborhood and requested the City do more to deal with the squirrels. Mr. Lugo also raised concerns of Shepherd Avenue between Fowler and Sunnyside Avenues and the danger to bicyclists.

Steven Trevino, resident, raised concerns about problems he is having with a tenant who is renting one of his properties and inability to evict her and her boyfriend.

CONSENT CALENDAR 6:27

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, that the items on the Consent Calendar, except item 8, be approved, including the waiver of the reading of the ordinance. Motion carried by unanimous vote.

2. City Clerk – Approved - Minutes for the May 13, 2019 and May 20, 2019 Council Meetings.
3. City Clerk – Adopted - **Ord. 19-08**, R2019-01, A request to prezone approximately 208 acres of property located northeast of Behymer and Willow Avenues and to adopt a Master Plan for Focus Area #11 of the General Plan. Multiple owners, Main Street Promenade, LLC, applicant. (Vote: 5-0)
4. General Services – Approved – **Res. 19-64**, Authorizing a Loan Application to Pacific Gas and Electric's On Bill Financing Program for Supplemental LED Lighting Funding.
5. Planning and Development Services - Approved – Final Acceptance for CIP 18-04, Crescent Avenue, and Beverly Avenue Sewer Replacement, and Alamos/Burgan Manhole Repair.

6. Planning and Development Services - Approved - Award Construction Management Professional Services for CIP 18-12, Fire Station No. 6, and Authorize the City Manager to execute the contract on behalf of the City.
7. Planning and Development Services - Approved – Partial Acceptance for Final Map for Tract 6145, located at the southwest corner of DeWolf and Richmond Avenues. (Wilson Premier Homes, Inc.)
8. 6:28 - CONSENT CALEDAR ITEM 8 - ADMINISTRATION – APPROVED – FOR THE CITY COUNCIL TO APPROVE A REQUEST FOR ASSISTANCE TO SUPPORT A COMMUNITY PROJECT

Assistant City Manager John Holt presented a report on a request for assistance to support a community project. There is a proposal to construct a single family home at no cost for a deserving Fresno/Clovis family. The selected home builder, working in conjunction with a sponsor entity, is requesting assistance from the City in the form of relief from fees and staff support. The final selection of the recipient has not been determined and precise details are unknown at this time. There is a desire to preserve anonymity until the recipient is selected. Development Impact fees on a single family home are approximately \$36,000. Building permit/inspection fees are approximately \$4,000. Soft costs would include staff time for other needed services relating to the project. Total estimated assistance is valued at approximately \$50,000. If a Clovis resident is selected, staff is requesting authority to provide assistance with a value of up to \$50,000 as set forth herein. The basis for the assistance is the community benefit. Further details will be provided if a Clovis recipient is selected. Representatives of the station spoke in support of the request and addressed questions of the City Council. Discussion by Council. Motion by Councilmember Whalen, seconded by Councilmember Mouanoutoua, for the Council to approve a request for assistance to support a community project. Motion carried by unanimous vote.

PUBLIC HEARINGS

9. 6:37 - APPROVED INTRODUCTION - **ORD. 19-09**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING SECTION 5.6.09, SUBSECTION (A) OF CHAPTER 5.6 OF TITLE 9 OF THE CLOVIS MUNICIPAL CODE REGARDING THE MAXIMUM NUMBER OF CARD TABLES ALLOWED IN A CARD ROOM

Assistant City Manager John Holt presented a report on a request to approve the introduction of an ordinance amending Section 5.6.09, Subsection (a) of Chapter 5.6 of Title 9 of the Clovis Municipal Code increasing the maximum number of authorized card tables at the 500 Club from 18 to 20. The new owners of the 500 Club (K & M Casinos, Inc.) took over operations on March 1, 2019. Staff is in receipt of a request from the owners to increase the number of card tables allowed to operate in a card room from eighteen (18) to twenty (20). The City Attorney's office reviewed the request and found that Chapter 5 of the Gambling Control Act, Business and Professions Code, Section 19961.6 subdivision (b), allows for a one time increase of two tables without requiring voter approval. Attachment (A) is the draft ordinance amending Section 5.6.09, subsection (a) increasing the maximum number of authorized card tables in a Card Room from 18 to 20. Attachment (B) of the staff report from 2011 provides some background

on prior actions taken with the relocation and expansion of the 500 Club. The legal counsel for the 500 Club spoke in support of the request and addressed questions of Council. Discussion by Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve the introduction of Ordinance 19-09, amending Section 5.6.09, Subsection (a) of Chapter 5.6 of Title 9 of the Clovis Municipal Code increasing the maximum number of authorized card tables at the 500 Club from 18 to 20. Motion carried 4-1 with Councilmember Whalen voting no.

10. 6:47 - CONTINUED TO A DATE UNCERTAIN – **ORD. 19-XX**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADDING CHAPTER 32 TO TITLE 5 OF THE CLOVIS MUNICIPAL CODE PERTAINING TO A CRIME-FREE HOUSING PROGRAM.

Police Captain Curt Fleming indicated that staff was recommending this item be continued to a date uncertain to allow staff to meet with a few parties that have some recommended changes. There being no public comment, Mayor Bessinger closed the public portion. Discussion by Council. It was the consensus of Council to continue the item to a date uncertain.

11. 6:53 - APPROVED – **RES. 19-65**, A RESOLUTION CONFIRMING THE DIAGRAM AND ASSESSMENTS FOR THE ANNUAL LEVY FOR THE 2019-2020 LANDSCAPE MAINTENANCE DISTRICT NO. 1.

Assistant Public Utilities Director Glenn Eastes presented a report on a request to approve a resolution confirming the diagram and assessments for the annual levy of Landscape Maintenance District No. 1 for FY 2019-2020. A Public Hearing is required by the Landscape and Lighting Act of 1972 (ACT) to consider all written statements and to afford all interested persons the opportunity to hear and be heard concerning the Landscape Maintenance District assessments for the coming year. There have been no written comments made or filed as of the writing of this report. At the conclusion of the Public Hearing, the Council will confirm the diagram and assessments in the Engineer's Report, as presented or amended, in order to levy assessments on parcels in the LMD for the following fiscal year. There being no public comment, Mayor Bessinger closed the public portion. Discussion by Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve a resolution confirming the diagram and assessments for the annual levy of Landscape Maintenance District No. 1 for FY 2019-2020. Motion carried by unanimous vote.

CORRESPONDENCE

12. NONE.

ADMINISTRATIVE ITEMS

13. NONE.

CITY MANAGER COMMENTS

COUNCIL ITEMS

14. Council Comments 6:55 p.m.

Councilmember Whalen commented on a photograph of birds in the pond basin located near the southwest corner of Clovis and Alluvial Avenues.

Councilmember Mouanoutoua commented on a resident, Jerry Davis, who he encountered on a walk near his neighborhood who was picking up trash. Upon inquiry he found out that Mr. Davis took the initiative to combine his walk with picking up trash to clean up his neighborhood. Councilmember Mouanoutoua commended Mr. Davis and residents in Clovis who do these types of things.

Mayor Bessinger commented on a Landscape Maintenance District complaint he received from a resident concerns with increasing fees, weeds, lack of trees, and other issues. He contacted us and we cleaned up. Mayor Bessinger contacted staff and thanked them for responding to the complaint and cleaning up the area of concern.

CLOSED SESSION 6:58 p.m.

15. Government Code Section 54956.9(d)(2)
 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
 Significant exposure to litigation
 One Potential Case

16. Government Code Section 54957.6
 CONFERENCE WITH LABOR NEGOTIATORS
 Agency Designated Representatives: Luke Serpa, Shonna Halterman, Lori Shively
 Employee Organization: Clovis Police Officers Association, Clovis Firefighters Association, Clovis Employees Association, Clovis Public Works Employees Association, Clovis Public Safety Employees Association, Clovis Professional and Technical Employees Association, Clovis Transit Employees Bargaining Unit, Clovis Technical and Financial Professionals Association
 Unrepresented Employee: Management Employees

Mayor Bessinger adjourned the meeting of the Council to June 10, 2019

Meeting adjourned: 8:58 p.m.

Mayor

City Clerk



AGENDA ITEM NO: 3
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community & Economic Development

DATE: June 10, 2019

SUBJECT: Approval – Request from Clovis Chamber of Commerce to revise Street Closure for Clovis Fest to include the closure of Fifth Street between Clovis and Woodward Avenues

ATTACHMENTS: (A) Request from Clovis Chamber of Commerce
(B) Letter to Merchants, Property Owners and Residents

CONFLICT OF INTEREST

None

RECOMMENDATION

That the City Council approve the requests from Clovis Chamber of Commerce for revised street closure for Clovis Fest to include the closure of Fifth Street between Clovis and Woodward Avenues.

EXECUTIVE SUMMARY

Staff requests street closure simultaneously, and in advance, to allow for proper event planning. Street closures for calendar year 2019 were approved by Council on December 10, 2018 via Resolution 18-165. The approved closures associated with Clovis Fest are as follows:

Saturday, October 26 starting at 3:00 A.M. through Sunday, October 27 at 7:00 P.M.

Pollasky between Third and Eighth Streets

Fourth Street between Clovis and Woodward Avenues

Bullard Avenue between Woodward and Pollasky Avenues

Seventh Street between Clovis and Woodward Avenues

Fifth Street is approved, per the original request from Clovis Chamber of Commerce, for closure from 3:00 A.M. through 7:00 P.M. on Saturday, October 26, and again from 3:00 A.M. through 7:00 P.M. on Sunday October 27, 2019.

Clovis Chamber of Commerce has requested that Fifth Street remain closed during the same hours as the other streets used for Clovis Fest.

BACKGROUND

On May 14, 2019, staff received a request from Clovis Chamber of Commerce requesting that the closure of Fifth Street be consistent with the rest of the closures associated with this event; Fifth Street would not open to vehicular traffic late Saturday night/early Sunday Morning. (Attachment "A")

A letter was sent to Old Town merchants, property owners, and residents on May 28, 2019 (Attachment "B"), soliciting comments/concerns regarding this request. Staff has received only one request for more information from one resident. Staff forwarded the resident's information to the Chamber of Commerce to work with the resident to accommodate specific access needs.

FISCAL IMPACT

If approved, this request has no direct fiscal impact to the City of Clovis. The Clovis Chamber of Commerce will bear all costs associated with the full closure of Fifth Street.

REASON FOR RECOMMENDATION

In previous years, more than 300,000 people have attended the various events held in Clovis annually, many of whom have returned to Clovis to patronize local businesses. By granting this request, Clovis Chamber of Commerce believes they will be able to deliver a higher quality event to the public. Staff has no concerns with this request.

ACTIONS FOLLOWING APPROVAL

1. Staff will notify Clovis Chamber of Commerce of Council's decision.
2. Staff will work with Clovis Chamber of Commerce to ensure that they provide security and cleanup of the event.

Prepared by: Shawn Miller, Business Development Manager

Submitted by: Andrew Haussler, Director,
Community & Economic Development





May 14, 2019

Shawn Miller
City of Clovis
1033 Fifth Street
Clovis, CA 93612

Re: **Big Hat Days and ClovisFest**
Street Closure modification request

Dear Mr. Miller,

The Clovis Chamber of Commerce is very proud to host Big Hat Days and ClovisFest each year on the streets of Old Town Clovis. Together these two events bring well over 250,000 people to Clovis to enjoy these free events. We appreciate the cooperation of the City of Clovis in making these events so successful and know that the City of Clovis also enjoys the added economic benefit of having the event attendees visit local merchants and restaurants in addition to filling the local hotels during the event weekends.

As part of our event set up and operations the City of Clovis has allowed the Clovis Chamber to block off various city streets overnight to operate our two-day events. We were recently informed by the Clovis Police Department they need to relocate their mobile command unit from the Book Barn parking lot to 7th street just east of Pollasky, in the parking stalls adjacent to the City of Clovis Fire Station No. 1.

This area of 7th street has been an essential part of our event footprint each year. By removing 7th street from our footprint we will be displacing many income producing vendors from our events in addition to displacing our ClovisFest Kids Zone and other attractions. We will certainly abide by their request because we appreciate the importance of having the Clovis Police care for the health and safety of our attendees.

During both events we are allowed to block off the streets within our event footprint overnight for the two days that our events operate. We start to block off the streets starting Friday night/early Saturday morning and reopen the streets on Sunday evening after all vendors and attractions vacate the area. This is necessary to get our vendors in and set up before the event starts early Saturday mornings. Historically the Clovis Chamber has only opened 5th street after the event concludes on Saturday night around 8:00 pm and then we again close 5th street early Sunday morning around 3:00 am. 5th street is only open a total of 7 hours.

Attachment A

I am writing this request today for your consideration to modifying the approved street closures to allow the Clovis Chamber to keep 5th street closed overnight on Saturday(s) for both of our annual events. Keeping 5th street closed would significantly help with the operations of our events. I have listed a few examples as follows:

- We would be able to relocate the displaced vendors and attractions from 7th street that are not able to tear down/set up each day.
- It would eliminate the need to remove cars with the help of Clovis PD that park on 5th street and need to be removed for Sunday morning vendor setup. This is especially important for ClovisFest when the hot air balloon watchers have parked on 5th street early morning in our event area.
- It would add to the attendee experience by having more permanent booths and attractions near the center of the event.
- It would allow more room to relocate some of the "more active" vendors away from the residential properties near 7th street.
- It would reduce the need to have Clovis PD patrol 5th street overnight and would allow our private security to patrol the vendor area along 5 street with foot patrols as part of the overnight footprint patrol area.

While this is only a partial list of the benefits, we understand that you may have concerns regarding rerouting traffic. The current traffic plan that is submitted by Alert-O-Lite on our behalf already has traffic control/detour signage on 5th street at Clovis Avenue and 5th Street at Woodworth. There would not be a need to modify the existing traffic plan. We would simply keep the barricades with detour signage up during the entirety of the two-day event.

I would like to thank you for your consideration of our request to allow the Clovis Chamber to keep 5th street, west of Clovis Avenue, closed during our two-day events starting with ClovisFest 2019. We look forward to your favorable reply and are available to discuss in more detail at your convenience.

Best Regards,



Greg Newman
Executive Director
Clovis Chamber of Commerce
greg@clovischamber.com
559-299-7363



CITY *of* CLOVIS

1033 FIFTH STREET • CLOVIS, CA 93612

May 28, 2019

Subject: 2019 Clovis Fest Street Closure

Dear Old Town Merchant, Resident and/or Property Owner:

As you are aware, Clovis Fest is scheduled for October 26 and 27, 2019. This event involves the closure of various Old Town streets starting at 3:00 A.M. on Saturday morning and ending at about 7:00 P.M. on Sunday evening. Historically, Fifth Street, between Woodworth and Clovis Avenue, has closed been closed during these hours, but opens to vehicular traffic between 8:00 P.M. on Saturday and 3:00 A.M. on Sunday.

The City of Clovis has received a request from the Chamber of Commerce to allow a closure of Fifth Street that is consistent with the other streets where this event takes place; if approved Fifth Street would remain closed during the same hours as the rest of the streets.

Please forward any concerns, in writing, to my attention by noon, Friday, June 7, 2019. The Clovis City Council will consider this request at its regular meeting on Monday, June 10, 2019 at 6:00 p.m. in the City Council Chambers, 1033 Fifth Street.

If you have any questions or need further information, Please feel free to contact me at 324-2083, or by email at shawnm@cityofclovis.com.

Sincerely,

Shawn A. Miller, Business Development Manager
City of Clovis



AGENDA ITEM NO: 4
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: June 10, 2019

SUBJECT: Approval – Res. 19-____, Request to Grant Authority for Additional Finance Department staff to transfer monies to and from the Local Agency Investment Fund and Rescind the Authority of Staff to Deposit or Withdraw Funds.

ATTACHMENTS: (A) Resolution

CONFLICT OF INTEREST

None

RECOMMENDATION

Per State of California Local Agency Investment Fund requirements, request is made to grant authority to Jay Schengel, Finance Director and Jeffrey Blanks, Deputy Finance Director, to transfer monies (idle cash) to and from the Local Agency Investment Fund (LAIF); also to rescind authority of Haley Lynch, who has resigned from City service, to deposit or withdraw funds in LAIF.

EXECUTIVE SUMMARY

Authority is granted to the Finance Director to invest the City's funds in compliance with guidelines established in the City's investment policy. The investment objectives of the policy state the following:

1. Assets shall be invested in a manner consistent with safeguards and diversity that a prudent investor would adhere to.
2. The portfolio shall be invested in a manner consistent with primary emphasis on the preservation of the principal, while attaining a high rate of return consistent with this emphasis.
3. Sufficient liquidity shall be maintained to provide a source for anticipated payment outflows.

Specific types of securities that are deemed to be eligible for inclusion among the account assets include monies deposited with the LAIF. The LAIF began in 1977 as an investment alternative for California's local governments and special districts. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code. This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State of California Treasurer's Office investment staff at no additional cost to the taxpayer.

BACKGROUND

The City of Clovis has traditionally invested in the LAIF to enhance its portfolio and to provide flexibility in its cash management. Due to the growth that the City of Clovis has experienced and the demands that are placed upon the Finance Director, it is prudent to allow other Finance Department management to assist with the responsibility of the continued financial operations of the department. It is also prudent to remove staff from the ability to deposit or transfer funds to LAIF whenever they are no longer associated with the Finance Department or the City of Clovis. This action will provide for a seamless transition in handling the City's daily cash needs during those occasions where the Finance Director is away from the office due to business or personal reasons. The same restrictions (a daily transfer limit of \$10,000,000.00) will be followed by the Deputy Finance Director.

FISCAL IMPACT

No additional costs will be incurred as a result of this action.

REASON FOR RECOMMENDATION

The LAIF requires a resolution to be approved and be on file by LAIF of the local governing body of staff who are authorized to transfer monies to and from the LAIF. This action will provide more flexibility in cash management and will allow for a seamless transition in handling the City's daily cash needs during those times when the Finance Director is away from the office.

ACTIONS FOLLOWING APPROVAL

The Finance Department will notify the LAIF office with the additional approvals and the staff rescinded by forwarding a copy of the approved resolution.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Submitted by: Jay Schengel, Finance Director 

RESOLUTION NO. 19-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AUTHORIZING INVESTING IN THE LOCAL AGENCY INVESTMENT FUND**

WHEREAS, the City Council of the City of Clovis has authorized investment of funds from time to time in the Local Agency Investment Fund (LAIF); and

WHEREAS, the Council authorized Jay Schengel, Finance Director or Haley Lynch, Deputy Finance Director, to order the deposit or withdrawal of funds on behalf of the City; and

WHEREAS, the Council desires to rescind the authority for Haley Lynch to deposit or withdraw funds in LAIF because Ms. Lynch has resigned from City employment.

NOW, THEREFORE BE IT RESOLVED, that Jay Schengel, Finance Director or in his absence Jeffrey Blanks, Deputy Finance Director, are authorized to order the deposit or withdrawal of money in the Local Agency Investment Fund in the name of the City of Clovis, 1033 Fifth Street, Clovis, California, 93612 and the authority for Haley Lynch is rescinded.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 10, 2019 by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: June 10, 2019

Mayor

City Clerk



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: June 10, 2019

SUBJECT: Receive and File - Investment Report for the Month of March 2019

Exhibits: (A) Distribution of Investments
(B) Monthly Investment Transactions
(C) Certificates of Deposit
(D) Graph of March 31, 2019 Treasury Rates

Attached is the Investment Report for the month of March 2019. Shown in Exhibit A is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Exhibit B reflects the monthly investment transactions for the month of March 2019. Exhibit C lists the certificates of deposit. Exhibit D is a graph of Treasury rates on March 31, 2019.

The investment of the City's funds is performed in accordance with the adopted Investment Policy. Funds are invested with the following objectives in mind:

1. Assets are invested in adherence with the safeguards and diversity of a prudent investor.
2. The portfolio is invested in a manner consistent with the primary emphasis on preservation of the principal, while attaining a high rate of return consistent with this guideline. Trading of securities for the sole purpose of realizing trading profits is prohibited.
3. Sufficient liquidity is maintained to provide a source for anticipated financial obligations as they become due.
4. Investments may be made, consistent with the Investment Policy Guidelines, in fixed income securities maturing in three years or less and can be extended to five years with the City Manager's approval.

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90-day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates, the City of Clovis portfolio return may be less than that of the annualized 90-day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90-day Treasury bill. The current 90-day Treasury bill rate (annualized) is 2.15%. The rate of return for the City of Clovis portfolio is 2.07%. The goal for the City of Clovis investment return is 120% of the 90-day Treasury bill rate. The current rate of return is 96% of the Treasury bill rate.

In accordance with the Investment Policy, the investment period on each investment does not exceed three years and can be extended to five years with the City Manager's approval. As of March 2019 the average investment life of the City's investment portfolio is 0.96 years.

Current Investment Environment and Philosophy

During the month of March 2019, the federal funds rate remained at 2.25%-2.50%.

On March 31, 2019, the Treasury yield curve declines slightly from 6-month to 3-year notes, followed by a slight increase from 5-year to 10-year notes.

Certificates of Deposit (CD's)

The City purchases both negotiable and non-negotiable Certificates of Deposit (CD's). Although negotiable CD's can be traded, it is the City's policy to buy and hold all CD's. Negotiable CD's are held by U.S. Bank, a third party custodian. Non-negotiable CD's are held in the City's safe.

Purchases and Maturities

- 1 government security totaling \$5,960,000.00 was purchased.
- No government securities were called or matured.
- 2 certificates of deposit totaling \$500,000 were purchased.
- 1 certificate of deposit totaling \$245,000 matured.

Market Environment

- During March, the federal funds rate remained at 2.25%-2.5%.
- On March 31, the yield curve declines slightly from 6-month to 3-year notes, followed by a slight increase from 5-year to 10-year notes. See Exhibit D, Graph of Treasury Rates on March 31, 2019.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Submitted by: Jay Schengel, Finance Director



Exhibit A

City of Clovis
Distribution of Investments
As of March 31, 2019

	COST	NET BOOK VALUE	MARKET VALUE *	YIELD TO MATURITY	STATED INTEREST RATE	INVEST DATE	MATURITY DATE	DAYS TO MATURITY FROM 3/31/2019
GOV'T SECURITIES								
FHLB	3,000,000	3,000,000	2,997,390	1.250%	1.250%	04/29/16	04/29/19	29
FFCB	3,007,560	3,007,560	2,994,300	1.300%	1.300%	06/09/16	06/06/19	67
FNMA	3,006,150	3,006,150	2,991,180	1.250%	1.250%	07/13/16	06/28/19	89
FNMA	3,002,400	3,002,400	2,987,370	1.125%	1.125%	07/26/16	07/26/19	117
FHLMCMTN	2,997,000	2,997,000	2,985,990	1.500%	1.500%	10/12/17	09/27/19	180
FHLB	2,498,750	2,498,750	2,487,625	1.625%	1.625%	11/16/17	10/30/19	213
FNMA	3,000,000	3,000,000	2,976,960	1.250%	1.250%	11/16/16	11/15/19	229
FHLMCMTN	3,000,000	3,000,000	2,976,780	1.300%	1.300%	11/28/16	11/27/19	241
FFCB	2,502,117	2,502,117	2,500,425	2.750%	2.750%	06/05/18	12/05/19	249
FFCB	994,500	994,500	991,220	1.400%	1.400%	03/30/17	02/24/20	330
FHLB	1,008,597	1,008,597	994,520	1.875%	1.875%	03/22/17	03/13/20	348
FNMAMTN	3,006,210	3,006,210	2,977,230	1.700%	1.700%	05/02/17	04/27/20	393
FNMAMTN	3,007,770	3,007,770	2,979,810	1.800%	1.800%	05/02/17	04/27/20	393
FFCB	1,990,555	1,990,555	1,977,620	1.320%	1.320%	08/31/17	05/07/20	403
FHLMCMTN	2,498,750	2,498,750	2,475,850	1.550%	1.550%	05/25/17	05/22/20	418
FFCB	2,500,000	2,500,000	2,480,450	1.670%	1.670%	06/01/17	06/01/20	428
FHLB	5,000,000	5,000,000	4,946,200	1.625%	1.625%	06/26/17	06/26/20	453
FAMCMTN	2,500,000	2,500,000	2,478,150	1.650%	1.650%	07/27/17	06/29/20	456
FHLB	2,500,000	2,500,000	2,473,125	1.640%	1.640%	07/27/17	06/29/20	456
FFCB	5,000,000	5,000,000	4,954,050	1.625%	1.625%	07/06/17	07/06/20	463
FHLB	2,455,547	2,455,547	2,474,375	2.750%	2.750%	06/01/18	08/28/20	516
FHLB	2,465,678	2,465,678	2,478,050	1.950%	1.950%	01/18/18	08/28/20	516
FHLB	2,500,000	2,500,000	2,470,750	1.800%	1.800%	03/16/18	09/18/20	537
FNMAMTN	2,500,000	2,500,000	2,479,375	1.600%	1.600%	09/18/17	10/13/20	562
FNMA	2,442,365	2,442,365	2,465,275	2.100%	2.100%	12/22/17	10/28/20	577
FHLB	2,488,750	2,488,750	2,478,475	1.950%	1.850%	11/16/17	11/25/20	605
FFCB	3,000,000	3,000,000	2,988,060	1.500%	1.500%	03/01/18	12/22/20	632
FHLB	2,486,055	2,486,055	2,495,425	2.300%	2.300%	03/01/18	01/26/21	667
FHLMCMTN	2,497,500	2,497,500	2,490,825	2.150%	2.150%	01/26/18	01/26/21	667
FHLMCMTN	2,477,875	2,477,875	2,502,425	2.375%	2.375%	08/02/18	02/16/21	688
FHLMCMTN	2,258,140	2,258,140	2,277,759	2.750%	2.750%	06/01/18	03/29/21	729
FAMCMTN	2,502,236	2,502,236	2,514,175	2.750%	2.750%	06/28/18	04/19/21	750
FNMAMTN	2,500,000	2,500,000	2,500,350	2.750%	2.750%	04/30/18	04/30/21	761
FFCB	2,452,750	2,452,750	2,481,825	2.020%	2.020%	12/13/18	05/17/21	778
FHLB	2,568,983	2,568,983	2,567,100	3.625%	3.625%	06/28/18	06/11/21	803
FHLB	2,418,750	2,418,750	2,461,150	2.820%	2.820%	08/02/18	06/14/21	806
FHLMCMTN	2,471,750	2,471,750	2,479,850	1.500%	1.500%	02/22/19	06/30/21	822
FFCB	2,500,000	2,500,000	2,500,275	2.770%	2.770%	01/24/19	07/22/21	844
FAMCMTN	3,000,000	3,000,000	3,027,090	2.750%	2.750%	09/06/18	08/17/21	870
FFCB	1,998,520	1,998,520	2,016,780	2.700%	2.700%	09/06/18	08/27/21	880
FFCB	2,490,878	2,490,878	2,530,675	2.850%	2.850%	10/05/18	09/20/21	904
FHLB	2,664,336	2,664,336	2,661,250	3.150%	3.150%	11/15/18	10/29/21	943
FFCB	2,500,200	2,500,200	2,531,000	2.780%	2.780%	12/17/18	12/17/21	992
FFCB	2,498,750	2,498,750	2,504,550	2.800%	2.800%	01/24/19	01/24/22	1,030
FFCB	5,979,668	5,979,668	5,956,245	2.280%	2.280%	03/28/19	03/28/22	1,093
SECURITIES TOTAL	\$ 122,139,088	\$ 122,139,088	\$121,959,354					
LAIF		\$ 65,000,000	\$ 65,000,000					
MONEY MARKET (Rabo)		\$ -	\$ -					
Sweep Account (Union Bank)		\$ 17,362,894	\$ 17,362,894					
TOTAL CD'S		\$ 12,905,000	\$ 12,891,345					
TOTAL INVESTMENTS		\$ 217,406,982	\$ 217,213,594					

* Market values for securities obtained from US Bank.

City of Clovis
Monthly Investment Transactions
As of March 31, 2019

Exhibit B

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
FFCB	Gov Security	Purchase	5,960,000	5,956,245	2.280%	03/28/19	03/28/22
Eagle Bank	CD	Purchase	250,000	250,125	2.500%	03/29/19	09/29/20
Saco Biddeford Svgs	CD	Purchase	250,000	249,495	2.600%	03/29/19	12/29/21
The Bryn Mawr Trust Co.	CD	Maturity	245,000	245,000	1.200%	03/29/19	03/29/19

PORTFOLIO DATA

Current Month (03/19)

	Book	Market
CD'S	\$ 12,905,000	\$ 12,891,345
Gov't Securities*	122,139,088	121,959,354
LAIF	65,000,000	65,000,000
Sweep Account (Union Bank)	10,995,694	10,995,694
TOTAL	\$ 211,039,782	\$210,846,393

One Month Previous (02/19)

	Book	Market
CD'S	\$ 12,650,000	\$12,611,455
Gov't Securities*	116,159,420	115,658,458
LAIF	65,000,000	65,000,000
Sweep Account (Union Bank)	17,362,894	17,362,894
TOTAL	\$ 211,172,314	\$ 210,632,807

Three Months Previous (12/18)

	Book	Market
CD'S	\$ 11,890,000	\$11,785,812
Gov't Securities*	111,184,545	110,572,430
LAIF	65,000,000	65,000,000
Sweep Account (Union Bank)	8,707,423	8,707,423
TOTAL	\$ 196,781,968	\$ 196,065,665

Six Months Previous (09/18)

	Book	Market
CD'S	\$ 11,880,000	\$ 11,768,335
Gov't Securities*	101,599,236	100,283,029
LAIF	65,000,000	65,000,000
Sweep Account (Union Bank)	13,374,094	13,374,094
TOTAL	\$ 191,853,331	\$ 190,425,458

One Year Previous (03/18)

	Book	Market
CD'S	\$ 12,654,000	\$ 12,538,816
Gov't Securities*	79,915,548	78,881,115
LAIF	64,929,256	64,929,256
Sweep Account (Union Bank)	13,772,447	13,772,447
TOTAL	\$ 171,271,251	\$ 170,121,634

*Adjusted Quarterly for Premium/Discount Amortization

Exhibit C

City of Clovis
Certificates of Deposit
As of March 31, 2019

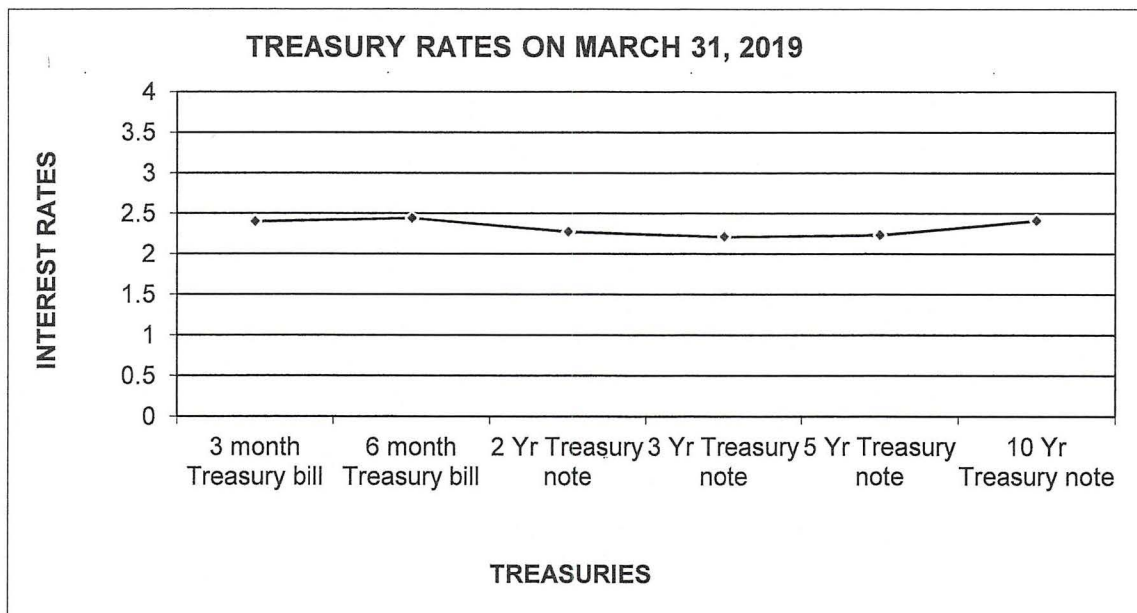
Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 03/31/19	INTEREST FREQUENCY
Cbc Fed Crdit Union	250,000	249,892.50	1.600%	10/20/17	04/22/19	22	MONTHLY
Private Bank	245,000	244,659.45	1.100%	05/20/16	05/20/19	50	SEMI-ANNUALLY
Horizon Bank	245,000	244,576.15	1.100%	05/25/16	05/24/19	54	MONTHLY
Quantum National	245,000	244,345.85	1.150%	06/22/16	06/21/19	82	QUARTERLY
Discovery Bank	245,000	244,262.55	1.200%	07/01/16	07/01/19	92	SEMI-ANNUALLY
Northern Bank Trust	245,000	244,176.80	1.100%	07/12/16	07/12/19	103	QUARTERLY
Morgan Stanly Bank	250,000	249,365.00	1.700%	09/30/17	08/12/19	134	SEMI-ANNUALLY
Wex Bank	245,000	243,809.30	1.200%	08/12/16	08/12/19	134	SEMI-ANNUALLY
Fnb Of Mcgregor	245,000	243,779.90	1.100%	08/18/16	08/19/19	141	MONTHLY
Hamni Bank	250,000	249,787.50	2.100%	09/09/18	09/09/19	162	SEMI-ANNUALLY
Ally Bank	245,000	243,488.35	1.300%	09/15/16	09/16/19	169	MONTHLY
Atlantic	245,000	243,383.00	1.200%	09/30/16	09/30/19	183	MONTHLY
First Technology Fed Cr Un Mtn	250,000	249,167.50	1.800%	10/16/17	10/16/19	199	MONTHLY
Morton Community Bank	245,000	243,365.85	1.500%	12/15/16	12/16/19	260	SEMI-ANNUALLY
Sallie Mae	245,000	243,652.50	1.750%	01/11/17	01/13/20	288	SEMI-ANNUALLY
Stearns Bank	245,000	243,182.10	1.600%	02/10/17	02/10/20	316	MONTHLY
Crescent Bank	245,000	243,047.35	1.550%	02/15/17	02/14/20	320	MONTHLY
Pyramax Bank	245,000	243,135.55	1.600%	02/17/17	02/18/20	324	MONTHLY
American Express	245,000	243,559.40	1.900%	04/17/17	04/06/20	372	MONTHLY
First Bank	245,000	242,750.90	1.600%	04/17/17	04/20/20	386	MONTHLY
Ion Bank	245,000	242,741.10	1.600%	04/17/17	04/20/20	386	MONTHLY
Communitywide	250,000	248,475.00	1.950%	12/01/17	06/01/20	428	MONTHLY
Nthwt Dist Ch8	250,000	247,677.50	1.700%	06/16/17	06/16/20	443	MONTHLY
Tbk Bank Ssb	250,000	247,947.50	1.800%	06/23/17	06/23/20	450	MONTHLY
Amer Natl	250,000	247,545.00	1.700%	07/12/17	07/13/20	470	MONTHLY
Mb Financial Bank	250,000	247,747.50	1.800%	08/10/17	08/10/20	498	MONTHLY
East Boston Svgs Bk Boston Ma	250,000	247,550.00	1.800%	09/28/17	09/28/20	547	MONTHLY
Medallion Bk Salt Lake City Utah	250,000	247,730.00	1.850%	09/29/17	09/29/20	548	MONTHLY
Eagle Bank	250,000	250,125.00	2.500%	03/29/19	09/29/20	548	QUARTERLY
Illinois Cmnty	250,000	248,115.00	2.000%	11/28/17	11/30/20	610	MONTHLY
First Bank	250,000	249,300.00	2.300%	02/06/18	02/08/21	680	MONTHLY
Merchants Manufacturers	250,000	249,297.50	2.300%	02/16/18	02/16/21	688	MONTHLY
Merrick Bank	250,000	250,467.50	2.550%	03/09/18	03/09/21	709	MONTHLY
Towne Bank	250,000	251,137.50	2.700%	04/27/18	04/27/21	758	MONTHLY
Citibank	250,000	252,102.50	2.900%	05/22/18	05/24/21	785	MONTHLY
University Of Iowa Cmnty Fcu	250,000	252,110.00	2.900%	05/24/18	05/28/21	789	MONTHLY
B Bay Llc	250,000	252,597.50	3.000%	06/15/18	06/15/21	807	MONTHLY
Connectone Bk Englewood Cliffs	250,000	252,612.50	3.000%	06/15/18	06/15/21	807	MONTHLY
Bar Harbor Bank Trust	250,000	252,595.00	3.000%	06/29/18	06/29/21	821	MONTHLY
Spiritbank Na	250,000	250,062.50	3.000%	07/13/18	07/13/21	835	MONTHLY
Keesler Fed Cr Un	250,000	252,777.50	3.050%	02/20/19	08/30/21	883	QUARTERLY
Peoples Security Bank	250,000	250,172.50	3.050%	08/31/18	08/31/21	884	MONTHLY
Welch State Bank	250,000	250,152.50	2.950%	08/31/18	08/31/21	884	MONTHLY
Ubs Bank Usa	250,000	253,565.00	3.200%	11/07/18	11/08/21	953	MONTHLY
Mountain America Fd Credit	250,000	253,555.00	3.200%	11/15/18	11/15/21	960	MONTHLY
Saco Biddeford	250,000	249,495.00	2.600%	03/29/19	12/29/21	1,004	QUARTERLY
Wells Fargo	250,000	251,117.50	3.000%	01/18/19	01/18/22	1,024	MONTHLY
Jp Morgan Chase	250,000	252,075.00	3.000%	01/18/19	01/18/22	1,024	SEMI-ANNUALLY
Security First	250,000	251,185.00	3.000%	01/25/19	01/25/22	1,031	QUARTERLY
Bmo Harris Bank	250,000	250,522.50	3.000%	01/25/19	01/28/22	1,034	QUARTERLY
Goldman Sachs Bk USA Ny	245,000	245,531.65	2.800%	02/20/19	02/22/22	1,059	QUARTERLY
Tiaa FSB Jacksonville Fla	245,000	245,872.20	2.850%	02/28/19	02/22/22	1,059	QUARTERLY
Negotiable CD TOTAL	\$ 12,905,000	\$ 12,891,345					
CD TOTAL	\$ 12,905,000	\$ 12,891,345					

**CITY OF CLOVIS
FINANCE DEPARTMENT
MARCH 31, 2019 TREASURY RATES**

Exhibit D

Treasury Rates as of March 31, 2019

3 month Treasury bill	2.40
6 month Treasury bill	2.44
2 Yr Treasury note	2.27
3 Yr Treasury note	2.21
5 Yr Treasury note	2.23
10 Yr Treasury note	2.41



As indicated in the above graph, treasuries decline slightly from 6-month to 3-year notes, followed by a slight increase from 5-year to 10-year notes



AGENDA ITEM NO: 6
City Manager: LS

CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: June 10, 2019

SUBJECT: Receive and File - Treasurer's Report for the Month of March 2019

ATTACHMENTS: (A) Statement of Cash Balances
(B) Summary of Investment Activity
(C) Investments with Original Maturities Exceeding One Year

Attached for the Council's information is the Treasurer's Report for the month ended March 31, 2019.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements and fund balances. The first page of the report provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. The second page of the report summarizes the investment activity for the month and distribution, by type of investment, held by the City. The third page lists all investments with original maturities exceeding one year as of the month ended March 31, 2019.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Submitted by: Jay Schengel, Finance Director JS

City of Clovis
Statement of Cash Balances
As of March 31, 2019

Previous Balance	\$ 3,670,577.34
Deposits	25,413,969.02
Disbursements	<u>(22,179,339.46)</u>
Current Balance	<u>\$ 6,905,206.90</u>

<u>FUNDS</u>	<u>BALANCE</u>
100 General Fund	\$ 5,840,339.38
201 Local Transportation	14,895,703.49
202 Parking and Business Improvements	198,097.35
203 Off Highway Use	68,017.49
205 Senior Citizen Memorial Trust	51,237.44
207 Landscape Assessment District	3,892,874.24
208 Blackhorse III (95-1) Assessment District	128,460.16
301 Park & Recreation Acquisition	8,313,695.06
305 Refuse Equipment Reserve	1,140,134.46
310 Special Street Deposit Fund	24,468,249.97
313 Successor Agency	(320,635.85)
314 Housing Successor Agency	2,051,745.49
402 1976 Fire Bond Redemption	25,475.23
404 1976 Sewer Bond Redemption Fund	392,115.97
501 Community Sanitation Fund	16,196,878.50
502 Sewer Service Fund	28,847,001.17
504 Sewer Capital Projects-Users	1,234,442.14
506 Sewer Capital Projects-Developer	2,209,109.07
507 Water Service Fund	47,424,158.67
508 Water Capital Projects-Users	4,502,671.34
509 Water Capital Projects-Developer	8,722,551.31
515 Transit Fund	2,347,258.68
540 Planning & Development Services	11,945,858.61
601 Property & Liability Insurance	1,136,830.44
602 Fleet Maintenance	9,064,771.81
603 Employee Benefit Fund	6,491,045.67
604 General Government Services	13,561,656.03
701 Curb & Gutter Fund	155,029.63
702 Sewer Revolving Fund	118,928.89
703 Payroll Tax & Withholding Fund	2,686,843.20
712 Temperance/Barstow Assmt Dist (98-1)	73,214.09
713 Shepherd/Temperance Assmt Dist (2000-1)	5,570.10
715 Supp Law Enforcement Serv	212,973.08
716 Asset Forfeiture	23,292.42
720 Measure A-Public Safety Facility Tax	95,964.17
736 SA Admin Trust Fund	1,421.40
741 SA Debt Service Trust Fund	(259,129.77)
747 Housing Successor Trust Fund	1,137.98
SUBTOTALS	<u>\$ 217,944,988.51</u>
999 Invested Funds	<u>(211,039,781.61)</u>
TOTAL	<u>\$ 6,905,206.90</u>

City of Clovis
Summary of Investment Activity
For the month of March 31, 2019

<u>Balance of Investments Previous Month End</u>		<u>\$ 211,172,314.07</u>
<u>Time Certificates of Deposit Transactions</u>		
Investments	500,000.00	
Withdrawals	<u>(245,000.00)</u>	
Total CD Changes		255,000.00
<u>Other Changes</u>		
Government Securities	5,979,668.00	
US Treasury Notes	0.00	
Local Agency Investment Fund	0.00	
Money Market	0.00	
Sweep Account	<u>(6,367,200.46)</u>	
Total Other Changes		<u>(387,532.46)</u>
Balance of Investments Current Month End		<u>\$ 211,039,781.61</u>

City of Clovis
Distribution of Investments
As of March 31, 2019

Insured CD's	12,905,000.00
Government Securities	122,139,087.77
US Treasury Notes	0.00
Local Agency Investment Fund	65,000,000.00
Money Market	0.00
Sweep Account	<u>10,995,693.84</u>
Investment Total	<u>\$ 211,039,781.61</u>

City of Clovis
Original Maturities Exceeding One Year
As of March 31, 2019

Institution	Face Value	Investment Balance At Amortized Cost	Maturity	Stated Rate
FHLB/3130A7R72	3,000,000.00	3,000,000.00	4/29/2019	1.250%
FFCB/3133EGCZ6	3,000,000.00	3,007,560.00	6/6/2019	1.300%
FNMA/3135G0K93	3,000,000.00	3,006,150.00	6/28/2019	1.250%
FNMA/3135G0M91	3,000,000.00	3,002,400.00	7/26/2019	1.125%
FHLMCMTN/3134GB30	3,000,000.00	2,997,000.00	9/27/2019	1.500%
FHLB/3130ACLX0	2,500,000.00	2,498,750.00	10/30/2019	1.625%
FNMA/3135G0R62	3,000,000.00	3,000,000.00	11/15/2019	1.250%
FHLMCMTN/3134GAWD2	3,000,000.00	3,000,000.00	11/27/2019	1.300%
FFCB/3133EJRD3	2,500,000.00	2,502,117.00	12/5/2019	2.390%
FFCB/3133EFZT7	1,000,000.00	994,500.00	2/24/2020	1.400%
FHLB/313378J77	1,000,000.00	1,008,596.72	3/13/2020	1.875%
FNMA/3136G4NJ8	3,000,000.00	3,006,210.00	4/27/2020	1.700%
FNMA/3136G4NK5	3,000,000.00	3,007,770.00	4/27/2020	1.800%
FFCB/3133EGD69	2,000,000.00	1,990,555.00	5/7/2020	1.320%
FHLMC/3134GBQZ8	2,500,000.00	2,498,750.00	5/22/2020	1.550%
FFCB/3133EHKR3	2,500,000.00	2,500,000.00	6/1/2020	1.670%
FHLB/3130ABNQ5	5,000,000.00	5,000,000.00	6/26/2020	1.625%
FAMCMTN/3132X0UC3	2,500,000.00	2,500,000.00	6/29/2020	1.650%
FHLB/3130ABNM4	2,500,000.00	2,500,000.00	6/29/2020	1.640%
FFCB/3133EHQJ5	5,000,000.00	5,000,000.00	7/6/2020	1.625%
FHLB/3130ACBY9	2,500,000.00	2,455,546.50	8/28/2020	1.680%
FHLB/3130ABZN9	2,500,000.00	2,465,677.50	8/28/2020	1.800%
FHLB/3130ACD92	2,500,000.00	2,500,000.00	9/18/2020	1.600%
FNAMAMTN/3136G4QB2	2,500,000.00	2,500,000.00	10/13/2020	1.850%
FNMA/3135G0Q97	2,500,000.00	2,442,365.00	10/28/2020	1.500%
FHLB/3130ACTL8	2,500,000.00	2,488,750.00	11/25/2020	1.950%
FFCB/3133EH4B6	3,000,000.00	3,000,000.00	12/22/2020	2.100%
FHLB/3130ADG30	2,500,000.00	2,486,055.00	1/26/2021	2.300%
FHLMC/3134GSBK0	2,500,000.00	2,497,500.00	1/26/2021	2.150%
FHLMCMTN/3137EAEI9	2,500,000.00	2,477,875.00	2/16/2021	2.375%
FHLMCMTN/3134GBTG7	2,300,000.00	2,258,140.00	3/29/2021	1.875%
FAMCMTN/3132X0T84	2,500,000.00	2,502,236.25	4/19/2021	2.650%
FNAMAMTN/3136G4SH7	2,500,000.00	2,500,000.00	4/30/2021	2.750%
FFCB/3133EHJP9	2,500,000.00	2,452,750.00	5/17/2021	2.000%
FHLB/313373ZY1	2,500,000.00	2,568,982.50	6/11/2021	3.625%
FHLB/3130A8EN9	2,500,000.00	2,418,750.00	6/14/2021	1.640%
FHLMCMTN/3134G9UL9	2,500,000.00	2,471,750.00	6/30/2021	1.500%
FFCB/3133EJ5Y1	2,500,000.00	2,500,000.00	7/22/2021	2.770%
FAMCMTN/3132X05D9	3,000,000.00	3,000,000.00	8/17/2021	2.750%
FFCB/3133EJYF0	2,000,000.00	1,998,520.00	8/27/2021	2.700%
FFCB/3133EJZU6	2,500,000.00	2,490,877.50	9/20/2021	2.850%
FHLB/3130AF4E4	2,660,000.00	2,664,335.80	10/29/2021	3.150%
FFCB/3133EJ3B3	2,500,000.00	2,500,200.00	12/17/2021	2.800%
FFCB/3133EJ5Q8	2,500,000.00	2,498,750.00	1/24/2022	2.800%
FFCB/3133EKEW2	5,960,000.00	5,979,668.00	3/28/2022	2.280%



AGENDA ITEM NO: 7
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: June 10, 2019

SUBJECT: Approval - Res. 19-___; Declaring the City's intent to continue to be a direct sponsor of the Clovis Senior Services Programs; and, Authorize the City Manager to Submit an application for Older Americans Act Funding for Title III C-1 Nutrition Services through the Fresno-Madera Area Agency on Aging (FMAAA)

ATTACHMENT: Res. 19-___

CONFLICT OF INTEREST

None

RECOMMENDATION

For City Council to approve Resolution 19-___; declaring the City's intent to continue to be a direct sponsor of the Clovis Senior Services programs; and, authorize the City Manager to submit an application for Older Americans Act Funding for Title III C-1 Nutrition Services through the Fresno-Madera Area Agency on Aging (FMAAA).

EXECUTIVE SUMMARY

The City of Clovis has annually received funding for nutrition programs through the FMAAA. The total nutrition grant request for FY 19-20 is \$16,000. The funding will allow the Clovis Senior Activity Center to continue to provide both in-center and homebound meals for those seniors who are in the most need of a nutritious meal.

BACKGROUND

The City of Clovis has received grant funds from the FMAAA for senior service programs since 1981. The funding is made available on an annual basis and the City must reapply each year for the funds. The FMAAA recently released its request for proposal for FY 19-20 senior services program funding for the nutrition program.

The City of Clovis' proposal requests a total of \$16,000 for nutrition services. The expected FY19-20 funding is used for senior nutrition site management, which includes homebound

assessments, nutrition information, coordinated meal orders and on-site management of the lunch program at the Clovis Senior Activity Center. An average of 75 hot meals are served at the center daily. This program also provides groceries and prepared meals on a weekly basis to approximately 56 homebound seniors. The hot meals are prepared and delivered to the Clovis Senior Activity Center by Fresno County EOC. The Clovis Senior Activity Center has managed the senior nutrition program since 1994 and meets all of the monitoring criteria for this program.

The Clovis Committee on Senior Activities recommends that the City Council approve the proposed Resolution for continued program funding.

FISCAL IMPACT

The FMAAA grant funding for FY 19-20 is as follows:

• Title III C-1 Congregate Nutrition July 2019-June 2020	\$16,000
Total FMAAA Funding for FY19/20	\$16,000

REASON FOR RECOMMENDATION

The FMAAA funds are essential in continuing the nutrition programs at the Clovis Senior Activity Center. The grant funding helps to provide staff and supplies for the nutrition program.

ACTIONS FOLLOWING APPROVAL

Upon approval of the grant proposal by the FMAAA, the City Manager will sign grant contract #20-0051 for the funding.

Prepared by: Amy Hance, General Services Manager

Submitted by: Shonna Halterman, General Services Director



RESOLUTION 19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS FOR OLDER AMERICANS ACT FUNDING

The City Council of the City of Clovis hereby resolves as follows:

WHEREAS, the City of Clovis is the direct sponsor of the Clovis Senior Services Program with partial funding from an Older Americans Act Grant from the Fresno Madera Area Agency on Aging; and,

WHEREAS, the Clovis Community Services Division provides multi-purpose supportive services at the Clovis Senior Activity Center, which includes information and assistance, nutrition, consumer services, community services, education and recreation services for the older adult population in Clovis; and,

WHEREAS, the City of Clovis intends to reapply for Older Americans Act funding for Title III C-1 (Nutrition services) to be administered through the Senior Services Program of the Clovis Community Services Division located at the Clovis Senior Activity Center.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clovis:

1. Intends to continue to be a direct sponsor of the Clovis Senior Services Program.
2. Authorizes the City Manager to submit the application for Older Americans Act funding, Grant #20-0051 for the fiscal year beginning July 1, 2019 through June 30, 2020, including any subsequent amendments and all necessary supporting documents.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 10, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated:

Mayor

City Clerk



AGENDA ITEM NO:	8
City Manager:	<i>LS</i>

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: June 10, 2019

SUBJECT: Approval – Rejection of Application for Leave to Present Late Claim on behalf of Stacey Horne

CONFLICT OF INTEREST

None

RECOMMENDATION

Reject the Application for Leave to Present Late Claim submitted on behalf of Stacey Horne.

BACKGROUND

On April 25, 2019, an Application for Leave to Present Late Claim was submitted to the City of Clovis on behalf of Ms. Stacey Horne, pursuant to Section 911.4 of the California Government Code. Legal counsel representing Ms. Horne provided various reasons for the delay in presenting their Claim Form to the City on April 25, 2019 and felt good cause existed for the presentation of a late claim and requested approval.

The City's Third Party Administrators for liability (Acclamation Insurance Management Services) reviewed the Claim Form and Application for Leave to Present Late Claim on April 25, 2019 and requested documentation and information to consider prior to making a determination. On May 14, 2019 legal counsel representing Ms. Horne responded to the City's request for documentation. After reviewing the information/documentation submitted on behalf of Ms. Horne, the City feels no good cause existed for not filling a timely claim with the City.

FISCAL IMPACT

Rejection of the Application for Leave to Present Late Claim does not result in any fiscal impact to the City.

REASON FOR RECOMMENDATION

It is recommended that the Application for Leave to Present Late Claim be rejected.

ACTIONS FOLLOWING APPROVAL

A letter will be sent to the claimant and legal counsel informing her that the application has been rejected.

Prepared by: Charles W. Johnson, Management Analyst

Submitted by: Shonna Halterman, General Services Director





AGENDA ITEM NO: 9

City Manager: *AA*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: June 10, 2019

SUBJECT: Approval – Res. 19-__, Initiation of City of Clovis Underground Utility District No. 8.

ATTACHMENTS: (A) Resolution
(B) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

1. For the City Council to select Bullard Avenue between Minnewawa and Woodworth Avenues as the Underground Utility District No. 8 project; and
2. For the City Council to approve Resolution 19-__, to initiate the proposed Underground Utility District No. 8 along Bullard Avenue between Minnewawa and Woodworth Avenues and set July 1, 2019, at 6:00 p.m. as the date and time for a public hearing on need and necessity.

EXECUTIVE SUMMARY

It is necessary for the City of Clovis to select a utility undergrounding project and form an Underground Utility District to use our PG&E allocation of funding for undergrounding of overhead facilities. The Underground Utility District Committee is recommending that Bullard Avenue between Minnewawa and Woodworth Avenues be selected so that Pacific Gas & Electric (PG&E) can begin the design, and ultimately the underground installation, of the overhead utility services running parallel with Bullard Avenue from Minnewawa Avenue traversing east to Woodworth Avenue.

BACKGROUND

Pursuant to Chapter 3 of Title 7 of the Clovis Municipal Code, the City Council may from time to time call a public hearing to ascertain whether the public necessity, health, safety, or welfare requires the removal of poles, overhead wires, and associated overhead structures within designated areas of the City, and the underground installation of wires and facilities for supplying electric, communications, or similar or associated services.

The Underground Utility District committee, which consisted of staff from Administration, Planning and Development Services, and Public Utilities, considered the following projects:

- Bullard Avenue between Minnewawa Avenue and Woodworth Avenue
- Sunnyside Avenue between Third Street and Palo Alto Avenue
- Villa Avenue from Barstow Avenue to north of Letterman Park

In order to be considered qualifying, the projects must meet the following criteria:

- It must be at least one block or 600 feet long;
- It must include both sides of the street; and
- It must remove an unusually heavy concentration of overhead facilities, be on a major street, or pass through an area of civic or scenic importance.

This Bullard Avenue project is recommended by the committee as the highest priority for utility underground installation. The Bullard Avenue corridor is recommended due to it being a major street for entrance into the downtown civic area with scenic importance for the west end of the SoFi District and heavy concentration of overhead utilities. Staff has received concurrence from representatives from the affected utility agencies that this is a qualifying Utility District project.

An Underground Utility District will remove poles, overhead wires, and associated overhead structures and replace these with underground wires and facilities for supplying electric, communication, or similar or associated services within the District. The formation of the District will also prohibit the future construction of overhead utilities within its boundaries, except as provided in the Clovis Municipal Code.

Upon Council concurrence, the next step in the process will be to hold a public hearing to determine whether the public necessity, health, safety, or welfare requires the formation of the Underground Utility District. The public hearing also provides an opportunity for concerned property owners adjacent to the proposed District to present their support, objections, or concerns. The District and the completion schedule are then established by a resolution of Council. PG&E will then formally begin the design of the project.

FISCAL IMPACT

The underground installation along Bullard Avenue will require the use of the City of Clovis' Rule 20A future allocation through 2021. The estimated cost to underground this project is \$2,036,299.93 from the Rule 20A allocation.

REASON FOR RECOMMENDATION

1. This project qualifies for formation of an Underground Utility District per PG&E.
2. Initiation of the proceedings is the next step required in the formation of the Underground Utility District.

ACTIONS FOLLOWING APPROVAL

All property owners adjoining the District's limits will be notified of the public hearing at least ten (10) days prior to the public hearing and this resolution will be published in the June 19, 2019 edition of the Clovis Business Journal. Formation of the Underground Utility District will be considered at the public hearing.

Prepared by: Colleen Vidinoff, Assistant Engineer

Submitted by:


Michael Harrison
City Engineer

Recommended by:


Dwight Kroll
Director of Planning and
Development Services

RESOLUTION 19- ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS, CALIFORNIA, OF
INTENTION TO FORM UNDERGROUND UTILITY DISTRICT NO. 8**

WHEREAS, Chapter 3 of Title 7 of the Clovis Municipal Code establishes a procedure for the creation of underground utility districts and requires as the initial step in such procedure the holding of a public hearing to ascertain whether public necessity, health, safety, or welfare, require the removal of poles, overhead wires, and associated structures and the underground installation of wire and facilities for supplying electric communication, or similar or associated service in any such district; and

WHEREAS, it has been recommended that such an underground utility district hereinafter called "District," be formed on and along Bullard Avenue between Minnewawa Avenue and Woodworth Avenue , and more particularly as shown in Exhibit "A;" and

WHEREAS, the underground installation of utilities in said boundaries will eliminate a heavy concentration of overhead utility facilities; and

WHEREAS, the Bullard Avenue right-of-way is extensively used by the general public and carries a heavy volume of vehicular traffic; and

WHEREAS, City staff has consulted with affected utilities concerning the removal and underground installation of the overhead utility facilities; and

WHEREAS, with a requirement that the affected utility companies provide up to 100 feet of connection lines to each affected premises and with the availability of Rule 20A funds, it is not anticipated that affected property owners will incur any costs associated with connection to the underground utility facilities; and

WHEREAS, it is the intention of the City Council to conduct a public hearing to determine whether to form an underground utility district for that area along Bullard Avenue between Minnewawa Avenue and Woodworth Avenue.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. NOTICE IS HEREBY GIVEN that a public hearing will be held by the City Council of the City of Clovis on July 1, 2019, at the hour of 6:00 pm in the Council Chambers of City Hall, 1033 Fifth Street, Clovis, California, to ascertain whether the public necessity, health, safety, or welfare require the removal of poles, overhead wires, and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, or similar associated service in the District hereinabove described.

ATTACHMENT A

2. At such hearing all persons interested shall be given an opportunity to be heard. Said hearing may be continued from time to time as may be determined by the City Council.
3. The City Engineer shall notify all utilities concerned and affected property owners, as shown on the last equalized assessment roll, by mailing a notice of said hearing to such property owners and utilities concerned at least ten (10) days prior to the date thereof.
4. The areas proposed to be included in the District is shown upon that certain map entitled Underground Utility District No. 8, which is on file in the office of the City Engineer of the City of Clovis.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 10, 2019 by the following vote, to wit.

AYES:

NOES:

ABSENT:

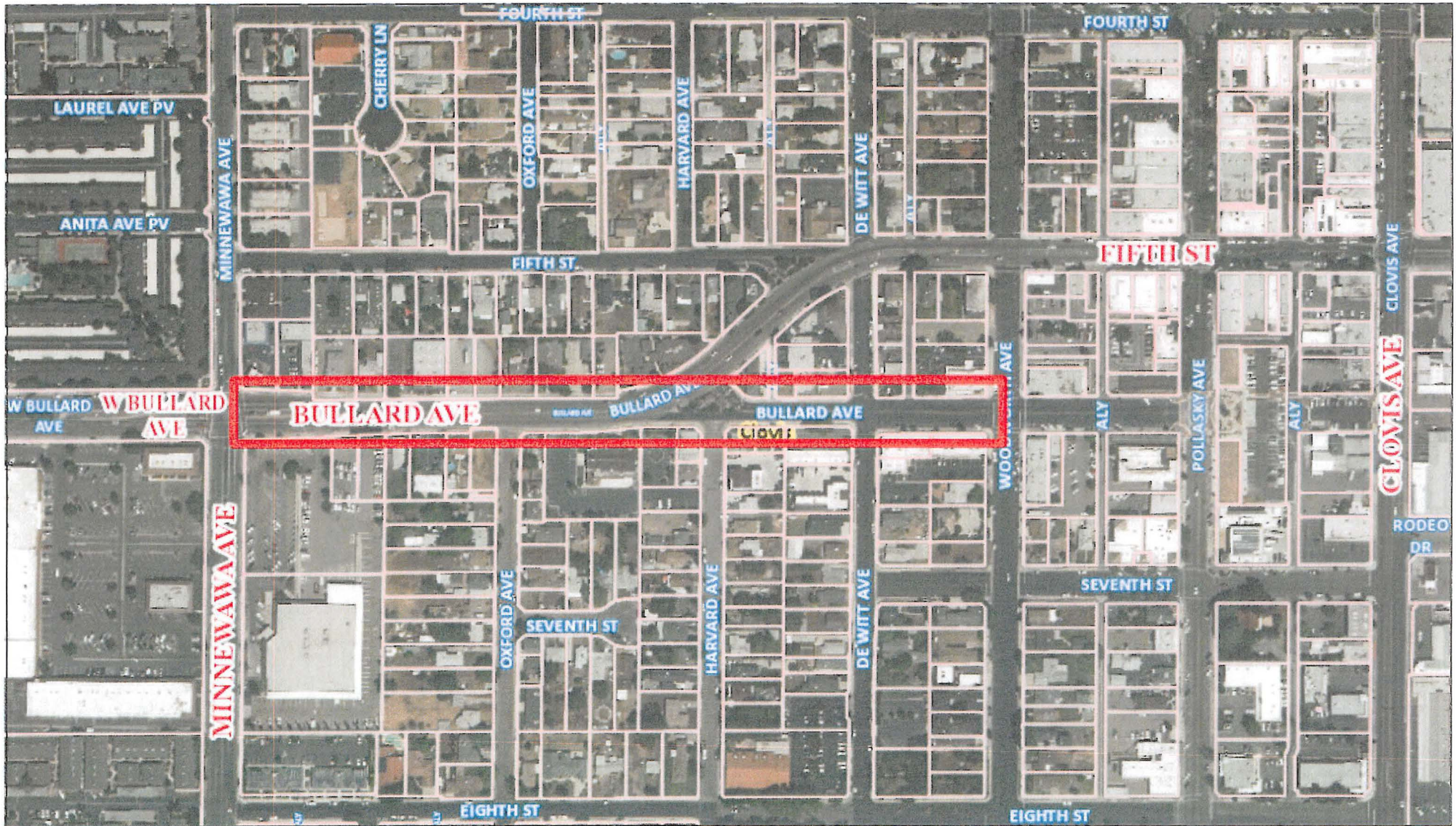
ABSTAIN:

DATED:

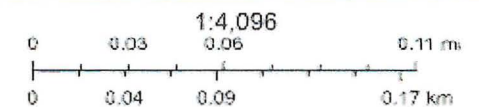
Mayor

City Clerk

Underground Utility District No. 8



5/22/2019, 8:47:43 AM



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, City of Cleveland

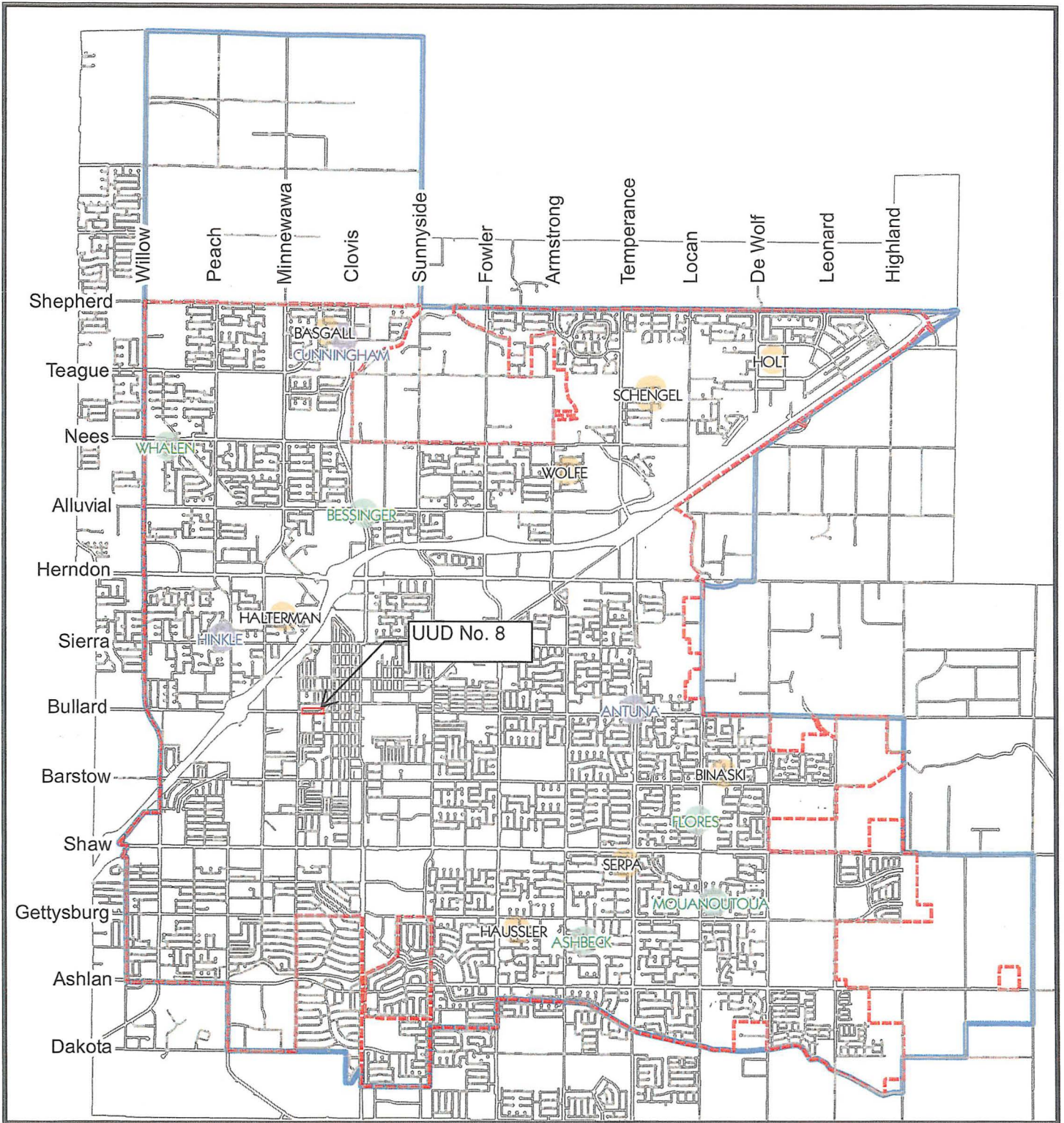
Exhibit "A"

Claris GIS Front Counter Application

Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA / Copyright nearmap 2015 | City of Clovis | 9

VICINITY MAP

Underground Utility District No. 8



ATTACHMENT B



CITY LIMITS SPHERE OF INFLUENCE

June 3, 2019

Prepared By: Colleen Vidinoff



AGENDA ITEM NO: **10**

City Manager: 

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: June 10, 2019

SUBJECT: Approval - Bid Award for CIP 17-10, CNG Fueling System Upgrade; and
Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENTS: None.

CONFLICT OF INTEREST

None.

RECOMMENDATION

1. For the City Council to award the contract for CIP 17-10, CNG Fueling System Upgrade, to EFS West in the amount of \$830,000; and
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

Staff is recommending that Council authorize the City Manager to execute the contract to EFS West in the amount of \$830,000.

The project is the upgrade and expansion of the existing City of Clovis CNG fueling system located at the City of Clovis Corporation Yard. The project consists of the acquisition and installation of one new Compressed Natural Gas (CNG) compressor, six new Time fill posts, one new electrical control panel, a new compressor control panel, a new communication panel, and the installation of one storage tank. The project includes electrical, communication, gas work, and all of the site work and associated equipment to upgrade the

existing CNG fueling system with the existing facility. The site work shall include, but not be limited to, removing a portion of the existing chain link fence and concrete curb, site demolition and grading as required, excavation and installation of concrete footings and equipment pads, trenching and installation of all the new gas, communication, and electrical lines, installation of new bollards and chain link fence, and trench resurfacing.

BACKGROUND

The following is a summary of the bid results of May 28, 2019:

BIDDERS	BASE BIDS
EFS West	\$830,000
TNT Industrial Contractors, Inc.	\$855,524
Allsup Corporation	\$860,000
Hobbs Construction, Inc.	\$867,000
Clean Energy	\$894,127
American Integrated Services, Inc.	\$897,191
Trillium USA Company, LLC, dba Trillium	\$1,336,729
ENGINEER'S ESTIMATE	\$857,500

All of the bids were examined and the bidders' submittals were found to be in order. Staff has validated the contractor's license of the lowest responsive bidder.

FISCAL IMPACT

This project is budgeted in the 2018-2019 Community Investment Program. The project is supported by the Community Sanitation Enterprise Fund in the Community Investment Program at the request of the Public Utilities Department. There are sufficient funds available for the costs of this project.

REASON FOR RECOMMENDATION


EFS West is the lowest responsive bidder.

ACTIONS FOLLOWING APPROVAL

1. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.

2. Construction will begin approximately two (2) weeks after the contractor acquires the CNG equipment and will be completed in thirty (30) working days thereafter.

Prepared by: Nicholas Torstensen, Associate Civil Engineer

Submitted by: Scott Redelfs, Public Utilities Director 



AGENDA ITEM NO: 11

City Manager: 

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: June 10, 2019

SUBJECT: Approval – Authorize the Purchase of a Residential Side Loading Refuse Truck from Golden State Peterbilt.

ATTACHMENTS: None.

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve the City's formal bid and authorize the purchase of one CNG Side Loading Refuse Truck from Golden State Peterbilt for \$328,958.28.

EXECUTIVE SUMMARY

There are funds in this year's Solid Waste Residential budget to purchase a new side loader for the Solid Waste Section of the Public Utilities Department. A new side loading refuse truck is needed to accommodate residential growth and the addition of a new residential service route. The competitively bid contract price is \$328,958.28.

BACKGROUND

The City put out a request for proposals for CNG side loading refuse trucks in September 2018. One proposal was received from Golden State Peterbilt and it met the necessary specifications. The City's CNG residential refuse trucks are currently

all Peterbilt chassis with Bridgeport bodies. This allows for ease of repairs and stocking of parts.

FISCAL IMPACT

Funds were included in the 2018-2019 Solid Waste Residential budget for the additional vehicle and the user section, Solid Waste, has accumulated the necessary funds to purchase the equipment. The recommended vehicle meets the City's specifications.

REASON FOR RECOMMENDATION

A new side loading refuse truck needs to be purchased in order to accommodate residential growth and the addition of a new service route. The new refuse truck will meet emission requirements for the City, is dependable, and will be covered by warranty. Staff has evaluated the available equipment and has determined that the proposed equipment will meet the Solid Waste Section's needs. The proposed method of purchasing the equipment is cost effective and sufficient funds are available.

ACTIONS FOLLOWING APPROVAL

A purchase order will be prepared for the City Manager's approval and sent to the vendor.

Prepared by: Paul Armendariz, Assistant Public Utilities Director

Submitted by: Scott Redelfs, Public Utilities Director 



AGENDA ITEM NO: **12**

City Manager: AA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: June 10, 2019

SUBJECT: Approval - Waive Formal Bidding Requirements and Authorize the Purchase of a Rear Loading Refuse Truck off of the Sourcewell Purchasing Contract from Ruckstell California Sales Co., Inc.

ATTACHMENTS: None.

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to waive the City's formal bidding requirements and authorize the purchase of a commercial CNG Waste Hauler from Ruckstell California Sales Co., Inc. off of the Sourcewell contract for \$318,320.37.

EXECUTIVE SUMMARY

There are funds in this year's Solid Waste Community Clean-Up (CCU) budget to purchase a new rear loader for the Solid Waste Section of the Public Utilities Department. A new rear loading refuse truck is needed to accommodate growth and the addition of a second CCU service route. The competitively bid contract price through the Sourcewell Purchasing Contract is \$318,320.37.

The Sourcewell Purchasing contract, formerly the National Joint Powers Alliance (NJPA) contract, is a nationwide public procurement service that makes the governmental procurement process more efficient. All contracts available to

participating members have been awarded by virtue of a public competitive procurement process compliant with state statutes.

BACKGROUND

The recommended vehicle is available through the Sourcewell Purchasing Contract (former NJPA contract), which is competitively bid on a nationwide basis.

FISCAL IMPACT

Funds were included in the 2018-2019 Solid Waste CCU budget for the additional vehicle and the user section, Solid Waste, has accumulated the necessary funds to purchase the equipment. The recommended vehicle meets our bid specifications.


REASON FOR RECOMMENDATION

A new rear loading refuse truck needs to be purchased in order to accommodate growth and the addition of a new CCU service route. The new refuse truck will meet emission requirements for the City, is dependable, and will be covered by warranty. Staff has evaluated the available equipment and has determined that the proposed equipment will meet the Solid Waste Section's needs. The proposed method of purchasing the equipment is cost effective and sufficient funds are available.

ACTIONS FOLLOWING APPROVAL

A purchase order will be prepared for the City Manager's approval and sent to the vendor.

Prepared by: Paul Armendariz, Assistant Public Utilities Director

Submitted by: Scott Redelfs, Public Utilities Director 



AGENDA ITEM NO: 13
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development Department

DATE: June 10, 2019

SUBJECT: Consider Approval – Res. 19-____, Adoption of the City of Clovis 2019-20 Annual Action Plan for expenditure of Community Development Block Grant Funds.

ATTACHMENTS: (A) Resolution 19-____
(B) 2019-2020 Annual Action Plan

CONFLICT OF INTEREST

None.

RECOMMENDATION

Consider adopting the City of Clovis 2019-20 Annual Action Plan for expenditure of Community Development Block Grant Funds.

EXECUTIVE SUMMARY

The U. S. Department of Housing and Urban Development (HUD) requires the City to adopt the attached 2019-20 Annual Action Plan identifying projects for the 2019-20 fiscal year.

BACKGROUND

As an entitlement city for the purpose of receiving Community Development Block Grant Funds from HUD, Clovis must adopt an Annual Action Plan to identify CDBG projects for the upcoming budget year. In 2016, City Council approved the five-year Consolidated Plan. This required an extensive analysis of housing and community development needs for disadvantaged populations to be completed through community input and census data analysis. Staff conducted over 50 interviews with agencies and

Clovis residents to identify gaps in services for disadvantaged populations. This analysis has resulted in the following summary of needs by priority:

High Priority

Job Creation/Retention
ADA Sidewalk Improvements
Street/Alley Improvements
Homeless Services/Shelters
Code Enforcement
Affordable Housing for Families/Seniors/Veterans
Housing Rehabilitation
Jobs for Youth
Food Pantry Programs
Programs for Foster Children Aging Out of System
Youth Counseling/Resource Center
First-Time Homebuyer Programs
Youth Centers
Community Centers

Medium Priority

Substance Abuse Services
Micro Loans to Small Businesses
More Educational Opportunities
Support Groups for Families of Disabled
Legal Services
Road Reconstruction
Tenant/Landlord Fair Housing Education
Parks/Recreational Facilities
Substance Abuse Services

Low Priority

Facade Improvements
Utility Improvements (Water/Sewer)
Fire Stations/Equipment

In order to be eligible for CDBG funding, projects must fall into one of the following categories:

1. Directly benefit low- and moderate-income persons.
2. Aid in the prevention and elimination of slums or blight.
3. Meet an urgent need.

Based on the identified needs and the CDBG program regulations, the following projects were approved by City Council to be funded (at estimated amounts) over the five-year Consolidated Plan period:

Consolidated Plan Clovis CDBG Goals and Funding Allocation 2016-2021		
Goals	Priority Level	Estimated City Allocation
1. Housing Rehabilitation	H	\$1,000,000 (30%)
Home Repair Grants (2016-2017)		\$200,000
Home Repair Grants (2017-2018)		\$200,000
Home Repair Grants (2018-2019)		\$200,000
Home Repair Grants (2019-2020)		\$200,000
Home Repair Grants (2020-2021)		\$200,000
2. Economic Dev./Job Creation	H	\$100,000 (3%)
Job Creation Program (2017-2018)		\$100,000
3. Infrastructure	H	\$1,077,500 (32%)
ADA	H	\$525,000
ADA Streets/Ramps/Sidewalks (2016-2017)		\$200,000
ADA Streets/Ramps/Sidewalks (2017-2018)		\$100,000
ADA Streets/Ramps/Sidewalks (2018-2019)		\$ 75,000
ADA Streets/Ramps/Sidewalks (2019-2020)		\$ 75,000
ADA Streets/Ramps/Sidewalks (2020-2021)		\$ 75,000
Street/Alley Reconstruction	H	\$552,500
Street/Alley Reconstruction (2016-2017)		\$150,000
Street/Alley Reconstruction (2017-2018)		\$100,625

Street/Alley Reconstruction	(2018-2019)		\$100,625
Street/Alley Reconstruction	(2019-2020)		\$100,625
Street/Alley Reconstruction	(2020-2021)		\$100,625
Goal 4. Public Services		H	\$502,500 (15%)
Area Based Policing	(2016-2017)		\$100,922
Area Based Policing	(2017-2018)		\$100,395
Area Based Policing	(2018-2019)		\$100,395
Area Based Policing	(2019-2020)		\$100,394
Area Based Policing	(2020-2021)		\$100,394

While this list meets many of the high priority needs identified through the consolidated planning process, some needs were not addressed with CDBG due to lack of funds. Staff, as in years past, will seek out other resources to meet needs in the community. For the 2019-20 program year, HUD has allocated \$741,062 to the City of Clovis; this represents a decrease of \$3,908 from the 2018-19 allocation.

Through the process identified in the HUD-approved Citizen Participation Plan, a recommended list of priority projects was created. The selected projects will meet goals of the Consolidated Plan to improve neighborhoods, create jobs, and enhance the quality of life for the citizens of Clovis. The recommended projects for the 2019-20 program year will improve infrastructure by making ADA and Street/Alley improvements, increase policing in CDBG-eligible census tracts throughout Clovis, and continue to emphasize improvements to Clovis' low- and moderate-income housing stock.

Staff recommends the proposed projects for the 2019-20 program year be funded as follows:

- | | | |
|----|---|-----------|
| 1. | Housing Rehabilitation | \$239,489 |
| 2. | ADA Improvement – Various Locations | \$ 60,000 |
| 3. | Gettysburg/Norwich Alley Reconstruction | \$190,000 |
| 4. | Area-Based Policing (Code Enforcement) | \$103,361 |
| 5. | Administration | \$148,212 |

In addition to the projects listed above, staff recommends the following projects be included as contingency projects to be funded if additional funds become available during the year:

Housing Rehabilitation (\$50,000)

FISCAL IMPACT

A total of \$741,062 in CDBG funds is available for 2019-20. HUD distributes the funds on a reimbursement basis. The funds are budgeted in the proposed 2019-20 City of Clovis budget.

REASON FOR RECOMMENDATION

HUD requires the City Council to adopt an Annual Action Plan each year. The recommended action meets HUD's requirements to receive CDBG funds as an entitlement city.

ACTIONS FOLLOWING APPROVAL

Staff will submit the 2019-20 Annual Action Plan to HUD. Staff will then begin operation of the 2019-20 CDBG Program, and projects will be completed during the 2019-20 fiscal year.

Prepared by: Heidi Crabtree, Housing Program Coordinator

Submitted by: Andy Haussler, Community and Economic Development Director



RESOLUTION NO. 19-____

**A RESOLUTION OF THE CITY COUNCIL OF CLOVIS ADOPTING
THE 2019-20 ANNUAL ACTION PLAN**

WHEREAS, the City Council of the City of Clovis is a U. S. Department of Housing and Urban Development (HUD) entitlement city for the purpose of receiving Community Development Block Grant funds; and

WHEREAS, HUD requires the City of Clovis to adopt an Annual Action Plan to identify projects for the 2019-20 program year.

NOW, THEREFORE, BE IT RESOLVED that the Clovis City Council approves and adopts the 2019-20 Annual Action Plan.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on the 10th day of June, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: June 10, 2019

Mayor

City Clerk

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Action Plan is a document submitted to HUD on an annual basis that serves as a comprehensive housing affordability strategy, community development plan, and submissions for funding under any of HUD's entitlement formula grant programs.

As a CDBG Entitlement City, Clovis' Community and Economic Development Department has developed a five-year strategic plan that identifies and prioritizes the future use of the City's Community Development Block Grant (CDBG) funds. This five-year plan became effective July 1, 2016, and will end on June 30, 2021. This Annual Action Plan represents year four of the five-year plan.

In preparing the Consolidated Plan, the City utilized several methods to analyze the housing and community development needs of Clovis. Methods included, conducting interviews of community residents, stakeholders, community organizations, and multi-family unit property owners, analyzing U.S. census data, and utilizing information in several city and county planning documents. The City hosted community meetings, hearings and met with organizations as an effort to outreach to and encourage participation of all residents, particularly low- and moderate-income residents, elderly persons, and persons with disabilities. The purpose of the meetings was to inform the community about the Consolidated Plan process and to identify opportunities to improve collaborative efforts, eliminate service delivery gaps in order to develop and sustain decent and affordable housing, suitable living environments, and expanded community and economic opportunities.

2. Summarize the objectives and outcomes identified in the Plan

Clovis estimates that it will receive CDBG funding of \$3,350,000 over the five-year period of the Consolidated Plan. Those CDBG funds are anticipated to be divided between four prioritized goals, as follows:

Goal 1: Housing - \$1,000,000 (30%) to be used to improve the quality of owner-occupied units, increase multi-family units for low- to moderate-income households, support transitional and permanent housing for homeless persons, and support regional efforts to end chronic homelessness.

Goal 2: Economic Development - \$100,000 (3%) to be used to support projects that create jobs for low- to moderate-income persons.

Goal 3: Infrastructure - \$1,077,500 (32%) to be used to improve the quality and increase the quantity of public improvements that benefit low- to moderate-income residents and neighborhoods, improve the quality and increase the quantity of facilities that benefit neighborhoods, seniors, and those with special needs, and provide funds to bring public facilities into ADA compliance.

Goal 4: Public Services - \$502,500 (15%) to be used to provide code enforcement and additional policing that benefits low- to moderate-income neighborhoods, support senior and youth programs, support programs and activities that benefit those with special needs, and to support food pantry programs.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The following is an overview of the prior year performance and goals:

Housing Rehabilitation - To date, this project served 48 households during the FY 2018-19 period. Clovis is on track to spend the \$261,176 allocated by the City, and meet the goals identified in the FY 2018-19 Action Plan

Area-Based Policing - Additional policing has been continued with a dedicated Community Service Officer. The officer has been focusing on improving neighborhood conditions in CDBG eligible census tracts. Over 1,000 citations, notices, and individual calls for service were issued this past year and significant improvement has been made in struggling neighborhoods.

Goal 4 Economic Development/Job Creation

The City invests heavily in economic development activities using local resources to attract and retain businesses that provide high wage jobs for its citizens. Clovis is using CDBG funds for the creation of a commercial kitchen project that allows LMI entrepreneurs expand their businesses. To date, the commercial kitchen has been completed, and eight LMI entrepreneurs have received assistance.

Goal 5 Capital Improvements

ADA Improvements: Various Locations (2016-17) - completed.

ADA Improvements: Various Locations (2017-18) - completed.

Cherry Lane/Minnewawa Alley Reconstruction (2016-17) - completed.

Cherry Lane/Oxford Alley Reconstruction (2016-17) - completed.

All remaining projects are all under construction or in the process of being designed. The City invests in many capital improvement projects throughout the City including low-income neighborhoods using a variety of funding resources.

Affirmatively Furthering Fair Housing

HUD requires any jurisdiction receiving funds to commit to affirmatively further fair housing. In accordance with HUD's requirements, the City of Clovis completed the Analysis of Impediments to Fair Housing Choice in the fall of 2010. However, City staff are in the process of completing an updated Analysis of Impediments to be submitted to HUD in Fall 2019.

4. Summary of Citizen Participation Process and consultation process

Clovis developed a Citizen Participation Plan that was approved by City Council in 2006, and subsequently approved by HUD. Citizens, nonprofits, and all interested parties were provided adequate opportunity to review and comment on the plan. The purpose of the plan is to encourage citizens, particularly LMI residents, to participate in the development of the Consolidated Plan, Action Plans, Substantial Amendments, and Annual Performance Reports. Citizens are engaged through community meetings, public hearings, and individual interviews. The primary goals of Clovis' Citizen Participation Plan are 1) to generate significant public participation, specifically from LMI residents and those residing in LMI neighborhoods; 2) to gather data that accurately describes and quantifies housing and community development needs and to suggest workable solutions; and 3) to obtain comments on proposals for allocating resources. Throughout the determination of needs and allocation of resources relative to the Consolidated Plan, and the development of this action plan the City consulted with both internal and external departments, agencies, and individuals to understand Clovis' needs and available resources. Internally, Clovis met with several department representatives to provide information about the Consolidated Plan and the Community Development Block Grant. Department staff provided input on how CDBG resources can be utilized and leveraged to provide services such as housing programs, code enforcement, and infrastructure improvements.

5. Summary of public comments

The City of Clovis conducted an input meeting and one public hearing to obtain citizen input and to respond to proposals and questions. The input meeting was held April 4, 2019, with published notice on March 8, 2019. No comments, written or oral, were received.

A public hearing was noticed on May 10, 2019 for a public hearing on June 10, 2019. No comments, written or oral, were received during the comment period nor the public hearing. (THIS IS A DRAFT – ANY COMMENTS RECEIVED PRIOR TO OR DURING THE PUBLIC HEARING WILL BE INCLUDED HERE).

Citizens were also noticed about the public hearing through posts on the City of Clovis FaceBook page.

The public hearing notice included information about the locations at which the action plan would be available for review, and was published in the *The Business Journal* which services Clovis and the surrounding areas in both English and Spanish. Clovis was prepared to provide interpreters for non-English speaking citizens upon request. However, no requests were made. Both input meeting and the public hearing were held during evening hours at convenient locations that accommodate persons with disabilities.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments, written or oral, were received. (THIS IS A DRAFT – ANY COMMENTS RECEIVED PRIOR TO OR DURING THE PUBLIC HEARING WILL BE INLCUED HERE).

7. Summary

Citizens were encouraged to participate in two public input meetings held at the Clovis Planning and Development Services office, located in the heart of Clovis. The input meeting was held during evening hours. Clovis staff was prepared to provide extensive information relative to the CDBG program, the preparation of the Consolidated Plan and Annual Action Plans, and the Citizen Participation process and its importance. Even though great effort on the part of the City went into preparation, the public input meeting did not facilitate public comment.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	CLOVIS	Administration

Table 1 – Responsible Agencies

Narrative (optional)

The City of Clovis Community and Economic Development Department serves as the lead department for the 2019-20 Action Plan and the administration of CDBG funds. The City's institutional structure consists of a council-manager form of government. Under the council-manager form of government, adopted by municipal code, the City Council provides policy direction to the city manager who is responsible for administering city operations. The council is the legislative body; which approves the budget and its codes, for example. The council also focuses on the community's goals, major projects, and such long-term considerations as community growth, land use development, capital improvement plans, capital financing, and strategic planning. The council hires a professional manager to carry out administrative responsibilities, and supervises the manager's performance.

Consolidated Plan Public Contact Information

Heidi Crabtree, Housing Program Coordinator
City of Clovis
1033 Fifth Street
Clovis, CA 93612
(559) 324-2094

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Throughout the determination of needs and allocation of resources relative to this Action Plan, the City consulted with both internal and external departments, agencies, and individuals to understand Clovis' needs and available resources. Internally, Clovis met with several department representatives to provide information about the Consolidated Plan and the Community Development Block Grant. Department staff provided input on how CDBG resources can be utilized and leveraged to provide services such as housing programs, code enforcement, and infrastructure improvements.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Clovis currently does not have publicly-owned housing. However, the Fresno Housing Authority has acquired land in Clovis to construct a 60-unit apartment complex for low-income tenants. The project has an approved site plan, and applications have been submitted by the Housing Authority for funding. It is anticipated that construction would begin at the end of 2019. In addition, the City works closely with Housing Authority provide referrals for Section 8 vouchers to Clovis residents.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Clovis is an active member of the Fresno Madera Continuum of Care (FMCoC), which is the organization that acts as the regional planning body to address homelessness. This collaborative group addresses homeless issues including chronic homelessness, homelessness prevention, and discharge coordination policies on the region-wide basis of Fresno and Madera Counties, which includes the City of Clovis. Based upon the consultation process, the City has recognized a need for shelters for other at-risk populations such as youth and veterans, and will pursue projects to serve these populations.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Clovis does not receive ESG funding.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities.

See chart below.

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Fresno Madera Continuum of Care
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Based upon the consultation process, the City has recognized a need for shelters and other at-risk populations such as youth and veterans, and will pursue projects to serve these populations.
2	Agency/Group/Organization	Fresno Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Based upon the consultation process, the City has recognized a need for public housing

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Fresno Madera Continuum of Care	This effort aligns with the strategic plan goal to support activities to respond to homelessness and its impacts on the community.
City of Clovis Housing Element (2015-2023)	City of Clovis	Government Code Section (GSC) 65300 requires cities and counties to adopt and maintain a General Plan with a minimum of seven mandatory elements: Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety.
SJVHC Goals and Objectives	Fresno State Community & Economic Development	The San Joaquin Valley Housing Collaborative (SJVHC) serves as a regional voice for effective affordable housing policy in the San Joaquin Valley. The group establishes and supports a broad network of partners to promote and increase the development of affordable and workforce housing in the Valley.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Clovis conducted an input meeting and one public hearing to obtain citizen input and to respond to proposals and questions. The input meeting was held April 4, 2019, with published notice on March 8, 2019. No comments, written or oral, were received.

A public hearing was noticed on May 10, 2019 for a public hearing on June 10, 2019. No comments, written or oral, were received during the comment period nor the public hearing. (THIS IS A DRAFT – ANY COMMENTS RECEIVED PRIOR TO OR DURING THE PUBLIC HEARING WILL BE INCLUDED HERE).

Citizens were also noticed about the public hearing through posts on the City of Clovis FaceBook page.

The public hearing notice included information about the locations at which the Annual Action Plan would be available for review, and was published in the *The Business Journal* which services Clovis and the surrounding areas in both English and Spanish. Clovis was prepared to provide interpreters for non-English speaking citizens upon request. However, no requests were made. Both input meeting and the public hearing were held during evening hours at convenient locations that accommodate persons with disabilities.

Citizens were encouraged to participate in a public input meeting held at the Clovis Planning and Development Services office, located in the heart of Clovis. Clovis staff was prepared to provide extensive information relative to the CDBG program, the preparation of the Consolidated Plan and Annual Action Plans, and the Citizen Participation process and its importance. Even though great effort on the part of the City went into their preparation, the public input meetings did not facilitate any comments.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	No public attendance	No public comments	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	No public attendance.	No public comments	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Newspaper Ad	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	Published notice requesting comments during 30-day comment period leading up to public hearing.	No public comments	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City anticipates that, over the five year period of the current Consolidated Plan, CDBG allocations totaling \$3,350,000 will be received. These funds will be used for activities such as housing, infrastructure, public facilities and services, and economic development. 100% of the CDBG funds used will benefit LMI persons.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	741,062	0	0	741,062	652,091	See introduction

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

There is no matching requirement for the use of CDBG funds. However, Clovis strives to leverage as many funding sources as possible when planning community and economic development activities. For example, in the previous funding year Clovis used remnant Redevelopment Agency funds, State HOME funds, and State CalHome funds for the purpose of expanding and preserving Clovis' affordable housing stock.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Clovis spent approximately \$700,000 of remnant Redevelopment Agency Funds for the construction of an improved 10-lot subdivision that has been donated to the local Habitat for Humanity affiliate for construction of ten affordable housing units. All ten homes are completed. In addition, Clovis donated property with a value of approximately \$1,000,000 for the construction of a 48-unit senior assisted living facility, with 24 of the units being designated as affordable for low-income tenants. Construction is now complete, and units are being leased. Clovis also donated three City-owned lots (purchased with RDA funds) in the Stanford Addition to the local Habitat for Humanity affiliate for construction of three affordable housing units. Construction on the first house is completed, and the other two are underway.

Discussion

The City of Clovis is committed to leveraging as many funds as possible against the CDBG allocation. Please see narrative above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2016	2020	Affordable Housing		Affordable Housing	CDBG: \$261,176	Homeowner Housing Rehabilitated: 55 Household Housing Unit
2	Public Facilities	2016	2020	Non-Housing Community Development		Public Facilities	CDBG: \$240,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 15801 Persons Assisted
3	Code Enforcement	2016	2020	Non-Housing Community Development		Code Enforcement	CDBG: \$94,800	Public service activities other than Low/Moderate Income Housing Benefit: 19255 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	Clovis will provide housing rehabilitation grants to LMI homeowners within the City of Clovis. The grants will pay for repairs related to health and safety deficiencies in the home.
2	Goal Name	Public Facilities
	Goal Description	Clovis will make ADA improvements throughout the jurisdiction in the amount of \$60,000; and will reconstruct the alley at Gettysburg and Norwich Avenues in the amount of \$190,000.
3	Goal Name	Code Enforcement
	Goal Description	The City of Clovis will provide code enforcement services through area-based policing in Clovis' LMI census tracts.

Projects

AP-35 Projects – 91.220(d)

Introduction

The goals described in the current Consolidated Plan represent high priority needs for the City of Clovis, and serve as the basis for the strategic actions the City will use to meet those needs. It is our goal that meeting these needs will expand and preserve the affordable housing stock in Clovis, as well as provide public facilities improvements and public services that will strengthen neighborhood revitalization. The City of Clovis implements all CDBG-funded activities in-house.

Projects

#	Project Name
1	Housing Rehabilitation
2	Gettysburg/Norwich Alley Reconstruction
3	ADA Ramps
4	Area-Based Policing

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects were selected because they align with the goals that were prioritized as high in the Consolidated Plan. One obstacle to addressing underserved needs is a lack of available funding to meet the need.

AP-38 Project Summary

Project Summary Information1	Project Name	Housing Rehabilitation
	Target Area	
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$239,489
	Description	Provide grants to low-income owner-occupied households for the purpose of making repairs to health and safety-related deficiencies in the home.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 50 low-income, owner-occupied households will benefit from the activity.
	Location Description	Exact addresses are not yet known, but all assisted will be within the city limits of Clovis, and each household will be income-qualified by program staff.
2	Planned Activities	
	Project Name	Gettysburg/Norwich Alley Reconstruction
	Target Area	
	Goals Supported	Public Facilities
	Needs Addressed	
	Funding	CDBG: \$190,000
	Description	Reconstruct the alley between Gettysburg Avenue and Norwich Avenue in Clovis.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The residents of the LMI block group in which the project is located will benefit from the project.
	Location Description	The location will be the alley between Norwich Avenue and Gettysburg Avenue in Clovis.

	Planned Activities	
3	Project Name	ADA Ramps
	Target Area	
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$60,000
	Description	Construct ADA-compliant ramps on sidewalks in Clovis.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	Project Name	Area-Based Policing
	Target Area	
	Goals Supported	Code Enforcement
	Needs Addressed	Code Enforcement
	Funding	CDBG: \$103,361
	Description	Provide area-based policing in LMI census tracts/block groups in Clovis.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Home rehabilitation assistance will be open to all LMI owner-occupied households throughout Clovis. ADA improvements will benefit a Limited Clientele (presumed LMI) throughout Clovis. Alley reconstruction and area-based policing will take place only in LMI Census Tracts/Block Groups.

Rationale for the priorities for allocating investments geographically

CDBG investments will be made in Census Tracts where at least 51% of the residents are low- to-moderate-income.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Clovis intends to provide home repair grant assistance to approximately 50 LMI households for the purposes of correcting health and safety deficiencies within owner-occupied homes.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	50
Special-Needs	0
Total	50

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	50
Acquisition of Existing Units	0
Total	50

Table 9 - One Year Goals for Affordable Housing by Support Type

Discussion

Clovis allocates a significant portion of their CDBG allocation to the home repair grant program. Though the program Clovis serves an average of approximately 60-70 households per year. The demand for the program from LMI homeowners increases annually.

AP-60 Public Housing – 91.220(h)

Introduction

There is currently no public housing located in the City of Clovis. However, the Fresno Housing Authority has acquired land in Clovis to build a 60-unit apartment complex for low-income tenants. The project has an approved site plan, and applications are being prepared and submitted by the Housing Authority for project funding. It is anticipated that construction will start at the end of 2019.

Actions planned during the next year to address the needs to public housing

Clovis supports the planned Housing Authority project, and will continue to work with the Housing Authority to facilitate additional projects in the future.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Clovis has a first-time homebuyer program, funded with State HOME funds (when available), and advertises the program throughout the City and on the City's website.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Fresno Housing Authority is not considered troubled.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Clovis does not receive funding specifically to assist the homeless population. The City of Clovis is an active member of the Fresno Madera Continuum of Care (FMCoC), which is the organization that acts as the regional planning body to address homelessness in the region. This collaborative group addresses homeless issues including chronic homelessness, homelessness prevention, and discharge coordination policies on the region-wide basis of Fresno and Madera Counties, which includes the City of Clovis. Based upon the consultation process, the City has recognized a need for shelters for other at-risk populations such as youth and veterans, and will pursue projects to serve these populations. Clovis assisted in the construction of a domestic violence transitional housing facility in the City and Clovis shares tax revenue with Fresno County that helps support programs such as the Marjaree Mason Center, which reports servicing over 300 battered women from the Clovis area per year. In addition, the tax revenue supports the EOC Sanctuary Youth Center that reports sheltering over 200 homeless youths ages 11-17 annually.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Clovis has no dedicated homeless shelters or services, but does have one transitional housing facility. The City is an active supporter of the MAP Point at POV, and those needing homeless services within Clovis are provided an opportunity to utilize the MAP services. Operated by The Poverello Housing (a homeless shelter), MAP (Multi-Agency Access Program) is an integrated intake process that connects individuals facing housing, substance abuse, physical health and/or mental health challenges to supportive services. MAP Point at POV is a physical intake location for the community homeless population. Clovis Police Department has an officer assigned to be a liaison to those who are homeless in Clovis, and will provide transportation to services including MAP Point and the Fresno Rescue Mission.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Clovis Development Code allows emergency shelters and transitional housing, by-right, in all areas zoned as residential. No agencies, other than the Marjoree Mason Center, have approached the City about opening an emergency or transitional shelter.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Clovis has no dedicated homeless shelters or services. However, the City is an active supporter of the MAP Point at POV, and those needing homeless services within Clovis are provided an opportunity to utilize the MAP services. Operated by The Poverello Housing (a homeless shelter), MAP (Multi-Agency Access Program) is an integrated intake process that connects individuals facing housing, substance abuse, physical health and/or mental health challenges to supportive services. MAP Point at POV is a physical intake location for the community homeless population.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Clovis does not have supportive housing for those described in this section. However, Clovis residents have access to many facilities within Fresno County. In the neighboring City of Fresno, there are 236 licensed community care facilities with a total of 4,386 supportive housing beds available for persons with health-related conditions, including:

- Adult Residential Facilities are facilities of any capacity that provide 24-hour non-medical care for adults ages 18-59, who are unable to provide for their own daily needs. Adults may be physically handicapped, developmentally disabled, and/or mentally disabled.
- Residential Care Facilities for the Elderly provide care, supervision and assistance with activities of daily living, such as bathing and grooming. They may also provide incidental medical services under special care plans. The facilities provide services to person 60 years of age and over, and persons under 60 with comparable needs. These facilities can also be known as assisted living facilities, nursing homes, and board and care homes.
- Social Rehabilitation Facilities are facilities that provide 24-hour non-medical care and supervision in a group setting to adults recovering from mental illnesses who temporarily need assistance.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Clovis faces barriers to affordable housing that are common across housing markets, including decreasing supply of developable land, which increases the cost of acquisition and development of the land.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In its 2015-2023 Housing Element, Clovis identified several governmental constraints to the development, maintenance, and improvement of housing and affordable housing, as follows: Zoning Code Amendments, Lot Consolidation and Lot Splits, and Monitoring of Planning and Development Fees. Nongovernmental constraints were identified as follows: Land Costs, Construction Costs, and Availability of Financing.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Clovis intends to accomplish its goals and projects by investing its CDBG funds in rehabilitation of affordable housing, and repairs to public facilities in low- to moderate-income census tracts in the City. 100% of the CDBG funds expended in this program year will benefit low- to moderate-income persons.

Actions planned to address obstacles to meeting underserved needs

Once approved by HUD, Clovis will immediately begin the implementation of the projects described in this action plan. In addition, the City will continue to pursue additional Federal, State, and private funding, when available, to assist in meeting the underserved needs of Clovis residents.

Actions planned to foster and maintain affordable housing

Clovis, through the use of CDBG funds, will offer grants to low- to moderate-income owner-occupied households in need of repairs due to health and safety deficiencies.

Clovis will continue promote homeownership through its First-Time Homebuyer Program for low- to moderate-income households. This program is funded by State of California HOME funds. Homebuyers participating in the program can receive up to 50% of the total acquisition cost of a modest home located within the City of Clovis. The assistance is provided as a low-interest, deferred, 30-year loan.

Clovis will continue to engage affordable housing developers to attempt to plan and develop affordable housing in Clovis.

Clovis donated three parcels of property in the Stanford Addition to Habitat for Humanity Fresno County. Each lot can accommodate a single-family home. Habitat for Humanity has completed construction on the first home, and the remaining two homes are under construction. The City has recorded a deed restriction against each parcel, securing continued affordability for a minimum of 55 years.

Clovis will monitor available state and federal funding for affordable housing, and apply when appropriate.

Actions planned to reduce lead-based paint hazards

Clovis will work with the Fresno County Department of Public Health, Environmental Health Division, and Residential Housing and Lead Program when necessary. Through the County's programs to address Lead-Based Paint hazards, City staff will work with homeowners and landlords to abate LBP hazards in

their housing units.

Actions planned to reduce the number of poverty-level families

Poverty-level families are at constant risk of homelessness. Unfortunately, Clovis does not receive funding specifically for homeless services. However, the City of Clovis is an active member of the Fresno Madera Continuum of Care (FMCoC), and helps Clovis' most vulnerable residents access the services of the region's social service providers.

Actions planned to develop institutional structure

City of Clovis staff responsible for the administration of the CDBG program will continue to access online, local and regional training to improve and enhance the City's knowledge of the CDBG regulations.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Clovis will continue to maintain memberships and participation in the FMCoC, and the San Joaquin Valley Housing Collaborative. In addition, the City will continue to work closely with Habitat for Humanity of Fresno County, Self Help Enterprises, and other local affordable housing developers.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Projects planned with CDBG funds available for the 2018-19 program year are identified in the project tables.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

100% of Clovis' CDBG funds will be spent for the benefit of LMI.



AGENDA ITEM NO: 14
City Manager: *[Signature]*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: June 10, 2019

SUBJECT: Consider Approval – Award the Design Engineering Services Consultant Contract for the State Route 168/Enterprise Canal Pedestrian Bridge Project (CIP 16-19) to Biggs Cardosa Associates, Inc. and; Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENTS: (A) Location Map
(B) Design Engineering Consultant Services Contract

CONFLICT OF INTEREST

None

RECOMMENDATION

1. For the City Council to award the design engineering services consultant contract for the State Route 168/Enterprise Canal Pedestrian Bridge Project (CIP 16-19) to Biggs Cardosa Associates, Inc. in the amount of \$1,207,980.00 and;
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

The design and construction of the State Route 168 (SR168)/Enterprise Canal Pedestrian Bridge will provide for safe and efficient pedestrian connectivity between the areas north and south of SR168 and along the Enterprise Canal Trail. The City envisions a signature structure that will serve as a gateway feature to northeast Clovis, while also connecting to the City's extensive trail system. Staff is recommending contracting with a design engineer to prepare the design and structural engineering plans for the project, oversee the environmental clearance, and obtain all needed approvals from Caltrans. The contract is phased to allow for staff analysis of the feasibility of the project at appropriate milestones.

BACKGROUND

The City of Clovis developed a Master Transportation Development Plan, approved by Caltrans in June 11, 2018, to document the need, feasibility and future development of a Class I Trail/Pedestrian Bridge at the proposed location. The project will link sections of the Enterprise Canal Trail that are currently separated by SR168. The bridge will also link the commercial, residential, mixed use and business campuses in the immediate area.

In June 2018, City staff published a Request for Proposals for Design Engineering Consultants for the Project. Five firms submitted proposals on August 1, 2018, and the top four firms were interviewed by City and Caltrans. City staff prepared background checks on the interviewed firms and have ranked them as follows:

1. Biggs Cardosa Associates
2. T.Y. Lin International
3. Peters Engineering Group
4. GHD

City staff recommends the selection of Biggs Cardosa Associates for the Design Engineering Consultant work for the Project in the amount of \$1,207,980.00. In general, the scope of work consists of performing Structural Design and Architectural Aesthetic Evaluation Studies, preparation of environmental documents to comply with the California Environmental Quality Act and the National Environmental Policy Act, and preparation of final construction documents (plans, specifications, and estimates).

The contract divides design of the bridge into two phases. Phase I includes public outreach, development of several alternative designs, and completion of the environmental approvals. Phase II includes the final design of the preferred alternative and completion of the construction documents. The contract is for a term of two years, but will be reviewed and analyzed at the completion of Phase I to assess the feasibility of alternative bridge designs and provide any recommendations for amendments to the contract, if warranted.

FISCAL IMPACT

This project is approved in the current year's fiscal budget in the Community Investment Program through CMAQ funding. Funding is available for the design engineering consultant work only. Staff will research and pursue sources of funding for construction.

REASON FOR RECOMMENDATION

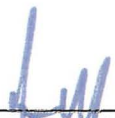
Biggs Cardosa Associates has the qualifications, expertise and available staff to design the facilities and has provided the best proposal.

ACTIONS FOLLOWING APPROVAL

1. The contract has been prepared and will be executed following Council approval.
2. Design will begin immediately following execution of the contract and will be completed in June of 2021.

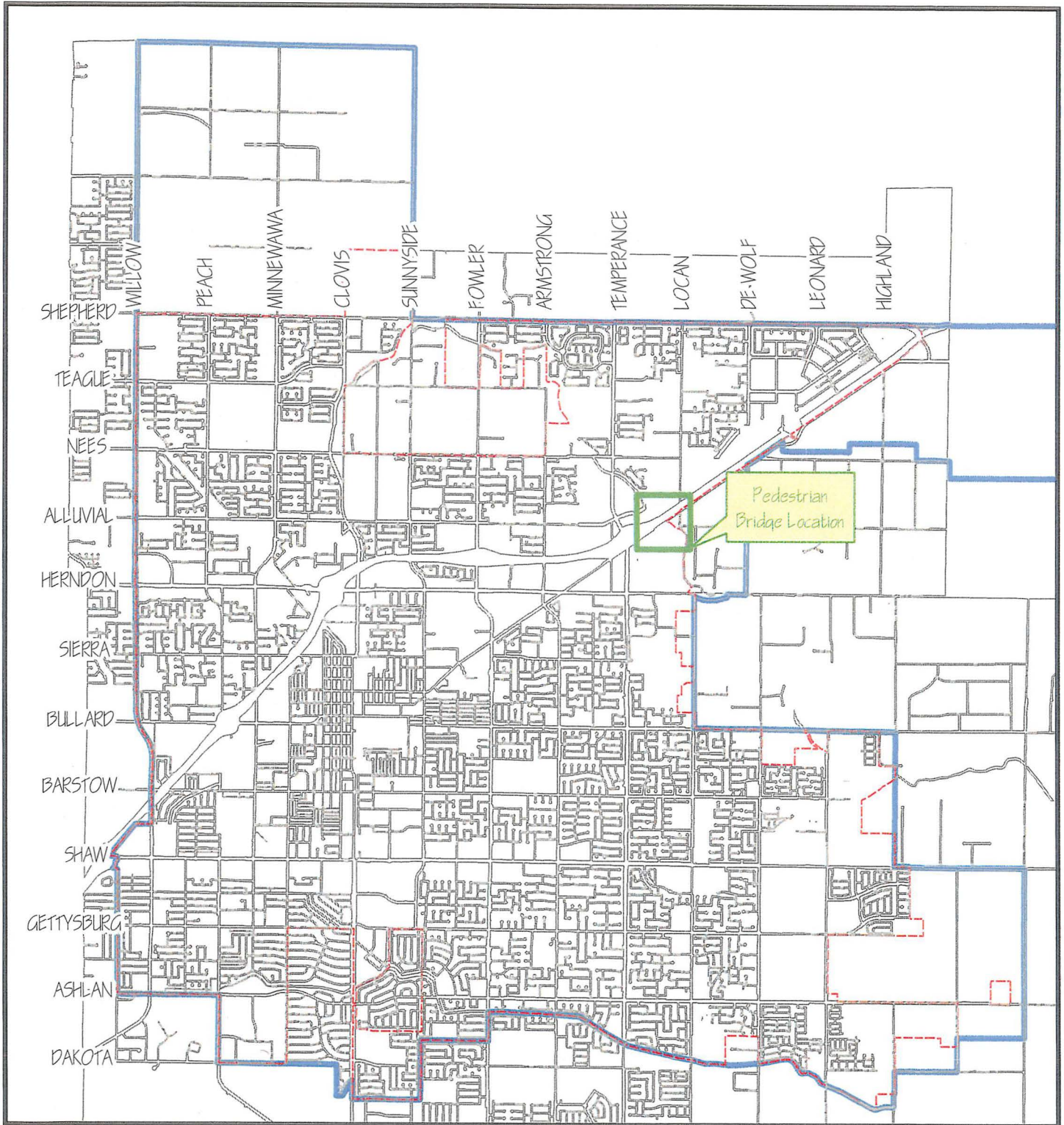
Prepared by: Claudia Cázares, Management Analyst

Submitted by: 
Michael Harrison, PE
City Engineer

Recommended by: 
Dwight Kroll, AICP
Director of Planning and
Development Services

VICINITY MAP

CIP 16-19 - State Route 168/ Enterprise Canal Pedestrian Bridge Project



MAY 31, 2019

ATTACHMENT A

 CITY LIMITS

 SPHERE OF INFLUENCE



1" = 8000'



CITY of CLOVIS

1033 FIFTH STREET • CLOVIS, CA 93612

PEDESTRIAN BRIDGE DESIGN AGREEMENT

This Pedestrian Bridge Design Agreement ("Agreement") is entered into and effective on _____, 2019 ("Effective Date"), by and between the City of Clovis, a municipal corporation, hereinafter referred to as "City", and Biggs Cardosa Associates, Inc., a California corporation, hereinafter referred to as "Consultant";

WHEREAS, City requires the services of a qualified firm with adequate experience to provide structural engineering and design services as required herein and as directed by the City Engineer for the State Route 168/Enterprise Canal Pedestrian Bridge Project – CIP 16-19 (hereinafter referred to as the "Project"); and

WHEREAS, Consultant agrees to furnish all labor and materials, including tools, instruments, and appliances required to perform the services and work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, subcontractors, artisans, machinists, teamsters, draymen and laborers required for the Project;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Consultant as follows:

ARTICLE I. CONTRACT DOCUMENTS

A. Order of Precedence.

City hereby employs Consultant to perform the services herein set forth at the compensation and upon the terms and conditions herein expressed, and Consultant hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Consultant to commence work immediately upon issuance of the Notice to Proceed to Consultant. Consultant shall, during the term of this Agreement, perform the services pursuant to the Contract Documents ("Contract") in the Order of Precedence as listed below:

1. Agreement and all signed amendments;
2. Consultant's Proposal ("Proposal") comprised of the Scope of Work attached hereto as Exhibit A, the Cost Proposal attached hereto as Exhibit B, and the Consultant's Disadvantaged Business Enterprises Commitment attached hereto as Exhibit C;
3. Project Specifications;
4. Project Plans;
5. City Standard Specifications; and
6. City Standard Plans

Attached hereto as Exhibit A is the Scope of Work which describes in detail the services and scope of work to be performed by Consultant for the Project. The Proposal also includes a schedule of hourly rates of all Consultant staff at prevailing wages and the fees of all available services to be provided by Consultant.

B. Prosecution of Contract Documents.

City and Consultant agree that notices to Consultant, the Proposal, the Standard Plans and Specifications, the Project plans and drawings, the Project Specifications and Project Plans are incorporated herein by reference, and together with this Agreement, form the Contract Documents for the Project, and they are as fully a part of the Contract Documents as if set forth in full herein. If there is a conflict between any provision(s) of the remaining Contract Documents and any provision(s) of this Agreement, the provision(s) of this Agreement shall prevail and the conflicting provision(s) in the remaining Contract Documents shall not be applied under the circumstances in which the conflict exists, but shall remain applicable in all other circumstances.

While the Proposal may be applied to clarify or resolve any ambiguities in this Agreement, any inconsistencies between the express provisions of this Agreement and the provisions of the Proposal shall be resolved and determined as provided by and in accordance with the express terms and conditions of this Agreement.

Written modifications and amendments signed by both parties will take precedence over documents listed above. Whenever any conflict appears in any portion of the Agreement, it shall be resolved by application of the Order of Precedence above.

ARTICLE II. OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by Consultant under this Agreement shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies,

analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Agreement which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

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. City may permit copyrighting reports or other agreement products. If copyrights are permitted; the Agreement shall provide that the Federal Highway Administration ("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 III. CITY'S RESPONSIBILITIES

1. Provide access to all existing information and data in the City's possession upon request which are required in connection with the engineering services, including, but not limited to, pertinent maps, reports, legal information, rights-of-way, restrictions, and easements.
2. Provide upon request access to, and make all provisions necessary to enter upon, public or private lands as required for Consultant to perform such work as surveys and inspections in development of the Project.

3. Provide a boiler plate of construction specifications in Microsoft Word format and a boiler plate of construction plans in AutoCAD format.
4. Manage and be responsible for all negotiations with owners in connection with land and/or easement acquisition and provide all title reports and appraisals required.
5. Hold all required special meetings, serve all public and private notices, with the exception of correspondence required for design, receive and act upon all protests, and perform all services customarily performed by owners as necessary for the orderly progress of the work and the successful completion of the Project, and pay all costs incidental thereto.
6. Prepare all amendments to this Agreement and change orders during construction.
7. Make all progress payments to Consultant set forth in Article IX "Allowable Costs and Payments".

ARTICLE IV. CONSULTANT'S RESPONSIBILITIES

Consultant shall perform all services required by this Agreement in a skilled and professional manner, and shall perform, furnish, and supply to the City the services and deliverables as more specifically provided in the Scope of Work set forth in the Exhibit A attached hereto.

Consultant shall perform all tasks and provide all Phase 1 services and deliverables in accordance with the Scope of Work. Any changes in the Scope of Work to be provided by Consultant must be approved in writing by the City, and any change(s) in the design must be approved in writing by the City.

Consultant shall not begin any Phase 2 work, services, tasks, or deliverables as identified in the Scope of Work attached as Exhibit A without prior written authorization from the City Engineer (hereinafter "City's Contract Administrator"), and Consultant shall not be entitled to any compensation for any Phase 2 work, services, tasks, or deliverables performed or provided without prior written authorization from the City's Contract Administrator.

ARTICLE V. SUBCONTRACTING FOR SPECIALIZED SERVICES

A. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement or the Project shall be subcontracted by Consultant without prior written authorization by City's Contract Administrator,

except for any portion of work which is expressly identified in the Proposal.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City 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 City's obligation to make payments to the Consultant.

C. Any subcontract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

D. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by City.

E. Any substitution of subconsultant(s) must be approved in writing by City's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE VI. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by City relating to the Agreement, 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 Agreement or City's actions on the same, except to City's staff, Consultant's own personnel involved in the performance of this Agreement, 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 Agreement without prior review of the contents

thereof by City, and receipt of City's written permission.

E. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity, other than City, Caltrans, and/or FHWA. All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE VII. CHANGE IN SCOPE OF WORK

If it becomes necessary or the City desires to increase, decrease, or otherwise modify the Scope of Work, written amendments shall be signed by both parties for all changes to the Scope of Work. Compensation for all changes to the Scope of work shall be made as set forth in ARTICLE IX.C "*Compensation for Change in Scope of Work*". The allowable working days shall be adjusted and determined by the City to the Consultant for the changes as necessary.

Consultant shall not perform any additional services or work not reasonably necessary for Consultant's performance of services authorized by the Scope of Work attached as Exhibit A, without the written approval of the City Engineer.

ARTICLE VIII. PERFORMANCE PERIOD

A. This Agreement shall be effective on the Effective Date provided in the opening paragraph on page 1 of this Agreement, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Contract Administrator. The term of this Agreement shall expire upon the earlier of either Consultant's completion of the work and deliverables hereunder or on June 28, 2021, unless extended by Agreement amendment.

B. Consultant is advised that any recommendation from the City or the City's Contract Administrator to enter into and approve this Agreement is not binding on the City until the Agreement is approved by the City Council and fully executed by both parties.

C. The Project schedule is set forth in the Scope of Work attached hereto as Exhibit A. A working day shall include all calendar days except Saturdays, Sundays, legal holidays, and days in which complete submittals are in the City's possession for review purposes. A complete submittal shall be as defined in the Proposal.

It is agreed by both parties to this Agreement that in the event that the work and Consultant deliverables called for under this Agreement are not completed by the deadlines provided in the Project schedule set forth in the Scope of Work attached hereto as Exhibit A, damage will be sustained by the City. Because it is and will be impractical to determine the actual damage which the City will sustain in the event of and by reason of such delay, the parties agree that the Consultant shall pay to the City the amount of one-tenth of one percent (0.10%) of the total "not-to-exceed" fee for the applicable phase for each calendar day of delay in completing the services within the limits set forth above. The City may deduct the amount thereof from any money due or that may become due the Consultant under this Agreement.

ARTICLE IX. ALLOWABLE COSTS AND PAYMENTS

A. Method of Payment.

The method of payment for this Agreement will be based on lump sum. The total lump sum price paid to Consultant will include compensation for all work and deliverables, including travel and equipment described in the Proposal. No additional compensation will be paid to Consultant, unless there is a change in the scope of the work or the scope of the Project. In the instance of a change in the scope of work or scope of the Project, adjustment to the total lump sum compensation will be negotiated between Consultant and City. Adjustment in the total lump sum compensation will not be effective unless and until authorized by written amendment signed by both parties and approved by City.

B. Fee Schedule.

City agrees to pay Consultant, and Consultant agrees to accept as payment in full, compensation at the rates and in the amounts set forth in the Proposal and Scope of Work.

Except as otherwise provided in this Agreement, total compensation shall not exceed the amount in each phase, as applicable and as follows:

Phase 1:	<u>\$431,813.00</u>
Phase 2, if applicable*:	<u>\$776,166.00</u>

TOTAL**:

\$1,207,980.00

*- No compensation shall be paid for Phase 2 unless City has provided written authorization to Consultant to proceed with Phase 2 work and services following completion of Phase 1.

** - The Total compensation listed includes applicable amounts for Phase 2, but including such amounts does not obligate the City to proceed with Phase 2, and is not, and shall not be interpreted as, a representation that Phase 2 will be authorized by the City.

C. Compensation for Change in Scope of Work.

If it becomes necessary or the City desires to increase or decrease the scope of the Project, compensation shall be made for the change in scope as set forth in Article VII "*Change in Scope of Work*" and written amendment signed by both parties.

D. Progress payments may be made monthly in arrears based on the percentage of work completed by Consultant. If Consultant fails to submit the required deliverable items according to the schedule set forth herein, City shall have the right to delay payment or terminate this Agreement in accordance with the provisions for termination herein.

E. Consultant shall not commence performance of work or services until this Agreement has been approved by City and notification to proceed has been issued by City's Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.

F. Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by City's Contract Administrator of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and must be signed by an authorized representative of Consultant. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this Agreement and Project. The final invoice must contain the final cost and all credits due City pursuant to this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's work. Invoices shall be mailed to City's Contract Administrator at the following address:

City of Clovis
Attn: City Engineer
1033 Fifth Street

Clovis, CA 93612

G. Progress billings for additional services rendered under Article VII "*Change in Scope of Work*" and any written amendment signed by both parties shall be submitted separately from progress billings for the services rendered under Article IV "*Consultant's Responsibilities*". Included in or submitted with the billing for additional services shall be a comprehensive summary of the work being invoiced and documentation of City authorization of the work. Consultant shall keep complete records showing all hours worked and all costs and charges applicable to work under additional services. Consultant shall be responsible for Consultant's subconsultants keeping similar records. City shall be given reasonable access to those records for audit purposes.

ARTICLE X. CONSULTANT'S AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

In the furnishing of the services provided for herein, the Consultant is acting as an independent contractor and not as an agent or employee of the City.

To the fullest extent permitted by law, including California Civil Code section 2782.8, the Consultant shall indemnify, and hold harmless, but not defend, the City, the City Council, each member of the City Council, and their officers, and employees ("City Indemnitees") against liability for claims but only to the extent that the claims arise out of, pertain to, or related to the negligence, recklessness or willful misconduct of the Consultant, the Consultant's officers, employees, agents, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement. Consultant's obligation for the costs of defense of such claims shall be limited to the Consultant's proportionate share of liability after final determination of liability in accordance with California Civil Code section 2782.8. Notwithstanding the foregoing, in the event that one or more defendants named in such a claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the defendant's business, Consultant shall meet and confer with other parties to the claim regarding unpaid defense costs. For purposes of this Article X only, "claims" means all claims, brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the City's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim to the extent covered by applicable insurance. This indemnification shall

apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Consultant.

ARTICLE XI. INSURANCE REQUIREMENTS

Consultant shall procure and maintain, for the duration of the Project and as long as Consultant is performing work under this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Consultant's fee.

A. Minimum Scope and Limits of Insurance.

Coverage shall be at least as broad as:

1. Errors and Omissions Liability Insurance: \$2,000,000 per claim and aggregate. Such coverage shall be maintained for a minimum of two years after the completion of the project. The insurance is to be appropriate to the Consultant's profession and is to be endorsed to include contractual liability.
2. General Liability Insurance: Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.
3. Automobile Liability Insurance: Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto) in the amount of \$1,000,000 per accident for bodily injury and property damage.
4. Workers' Compensation and Employer's Liability Insurance: Workers' Compensation Insurance limits as required by the Labor Code of the State of California; Employers' Liability Insurance limits of \$1,000,000 per accident or disease.

B. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of the City, either, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and

related investigations, claim administration and defense expenses.

C. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
 - d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employer's Liability Coverage - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the Consultant for the City.
3. All Coverages - Coverage shall not be suspended, voided, cancelled by either party, 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.
4. The Consultant shall provide certification of said insurance prior to issuance of a "Notice to Proceed."

D. Verification of Coverage.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to the City.

Consultant shall furnish the City with original certificates and amendatory endorsements effecting

coverage required by this Article. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement, at any time.

Consultant shall be familiar with and shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project. Consultant shall comply with any applicable prevailing wage law.

ARTICLE XII. CONSULTANT'S REPORTS OR MEETINGS

A. Consultant shall submit monthly progress reports to the City as described in the Proposal. The report should be sufficiently detailed for the City's Contract Administrator to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. Consultant's Project Manager as identified in the Proposal shall meet with City's Contract Administrator, as needed, to discuss progress on the Project and Consultant's work.

ARTICLE XIII. TERMINATION

A. City may terminate this Agreement, without cause, thirty (30) calendar days after providing written notice of termination to Consultant. City shall pay Consultant the sum due to Consultant for any services and work satisfactorily performed under this Agreement prior to termination date.

B. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach of the Agreement, and a failure to cure the breach within that ten day period. If termination is not due to Consultant's breach, and provided all other conditions for payment have been met, Consultant shall be paid compensation for services and work satisfactorily performed prior to the termination date. If termination is due to Consultant's breach of this Agreement, City may proceed with the work in any manner City deems proper and may withhold an amount that would otherwise be payable to Consultant as an offset to City's damages or costs to complete caused by such breach. The damages to City and costs to complete shall be deducted from any sum due Consultant under this Agreement, and the balance, if any, shall be paid to Consultant for work

satisfactorily performed prior to the termination date.

ARTICLE XIV. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Agreement 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 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

ARTICLE XV. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, subconsultants, and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. City, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE XVI. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by City's Finance Director.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by

City's Finance Director of unresolved audit issues. The request for review must be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

D. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, 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, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by City's Contract Administrator 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 Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

E. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During Caltrans A&I's review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans A&I will work with the CPA and/or Consultant toward a resolution of

issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. Consultant may submit to City final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) Caltrans A&I has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO City no later than sixty (60) calendar days after occurrence of the last

of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE XVII. STATE PREVAILING WAGE RATES

A. No Consultant or subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

B. The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at City construction sites, at City facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve City projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

D. Payroll Records.

1. Consultant and any subconsultants shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a

written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by City representative's at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.

c. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the City Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. The Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by City shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Consultant or subconsultant performing the work shall not be marked or obliterated.

5. The Consultant shall inform City of the location of the records enumerated under paragraph (1) above, including the street address, city and county,

and shall, within five (5) working days, provide a notice of a change of location and address.

6. The Consultant or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to City, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by City from payments then due. Consultant is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

E. When prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City Contract Administrator.

F. Penalty.

1. The Consultant and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any subconsultant shall forfeit to the City a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for

each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

a. The Agreement executed between the Consultant and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.

c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.

d. Prior to making final payment to the subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, City shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If City determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if City did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the subconsultant sufficient to pay those employees

the general prevailing rate of per diem wages if requested by City.

G. Hours of Labor.

Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the Consultant or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices.

1. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. Consultants and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Consultant and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. The Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XVIII. CONFLICT OF INTEREST

A. During the term of this Agreement, Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

B. Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided

pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

C. 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 Agreement.

D. Consultant hereby certifies that the Consultant and any firm affiliated with the Consultant that bids on any construction contract or on any agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIX. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XX. PROHIBITION OF EXPENDING CITY, 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 Agreement; 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 Agreement, 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 Agreement, 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 XXI. NON-DISCRIMINATION CLAUSE AND 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 the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

E. 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.

F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

G. The Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States 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.

H. The Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.

ARTICLE XXII. 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 or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. 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.

B. Any exceptions to this certification must be disclosed to City. 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 XXIII. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This Agreement is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the City in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this Agreement is 7.0%. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in Exhibit 10-01: Consultant Proposal DBE Commitment, or in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the Agreement. 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. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the

Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. The City, Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible

E. A DBE firm may be terminated only with prior written approval from City and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting City consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR §26.53(f). 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.

F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the City's Contract Administrator.

G. A DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function (CUF) on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement 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 Agreement, 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 Agreement is commensurate with the work it is actually performing, and other relevant factors.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, 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.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement 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.

J. 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.

K. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise (DBE) First-Tier subconsultants, 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.

L. If a DBE subconsultant is decertified during the life of the Agreement, 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 Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City's Contract Administrator within thirty (30) calendar days.

M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

ARTICLE XXIV. ALTERNATIVE DISPUTE RESOLUTION.

A. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise in writing. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two (2) nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

B. A demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by any applicable limitations period.

ARTICLE XXV. NOTIFICATION AND EXECUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Fresno County, California, provided that

nothing in this Agreement shall constitute a waiver of immunity to suit by the City.

Consultant shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the City.

All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

To the City:
City of Clovis
Attn: City Engineer
1033 Fifth Street
Clovis, CA 93612

To the Consultant:
Biggs Cardosa Associates, Inc.
Attn: Mahvash Harms
5250 N. Palm Ave., Suite 211
Fresno, CA 93704

This Agreement shall inure to the benefit of and shall be binding upon the Consultant and the City and their respective successors and assigns.

If any provision of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

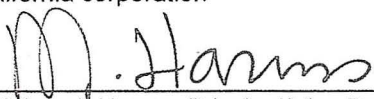
Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the City or the Consultant.

This Agreement constitutes the entire agreement between the parties regarding the Project, and supersedes any prior agreement or understanding with respect thereto. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. Consultant, by the execution of this Agreement, acknowledges that Consultant has read this Agreement, understands it, and agrees to the bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the day and year first above written.

CONSULTANT:

Biggs Cardosa Associates, Inc.,
a California corporation

By: 
Mahvash Harms, Principal/Vice President

CITY OF CLOVIS

By: _____
Luke Serpa, City Manager

ATTESTED TO BY:

By: _____
John Holt, City Clerk

APPROVED AS TO FORM:

By: _____
David J. Wolfe, City Attorney

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Exhibit A
Scope of Work

FULL SCOPE OF WORK

As stated in the RFP, the scope of work will consist of performing Structural Design and Architectural Aesthetics Evaluation Studies, as well as the development of the Environmental Documents and Technical Studies, and all other related documents and/or reports required to comply with applicable local, state and federal regulations, policies, procedures, manuals and standards necessary to obtain CEQA/NEPA environmental approvals; preparation of Construction Documents (plans, specifications and estimates or PS&E); and providing bid and construction support services. It is anticipated that the work outlined herein will extend over a period of approximately two to three years.

We have reviewed the anticipated City's Scope of Work section of the RFP and are in general agreement with the identified tasks which are included below in black text. Biggs Cardosa Associates is proposing revisions, clarifications and enhancements to the anticipated City's Scope of Work which are highlighted with **Blue Text** for ease of reference. The proposed Fee, Cost Sheet and Rates are based on the scope of work outlined below.

GENERAL DESCRIPTION

The Consultant will conduct and coordinate specified tasks noted below related to advancing the Enterprise Canal Class I Trail / Signature Pedestrian Bridge Over SR 168 to the construction phase.

In general, the work shall comply with the requirements of all of the following, without limitation, and shall apply these to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products.

The Consultant shall comply with all insurance requirements of the City of Clovis, included in the sample contract.

TASK 1: PROJECT MANAGEMENT

This task includes all work by the Consultant to effectively manage the scope, cost, and schedule of the Project. The Project Management Tasks are divided into the scope of the work noted below in the PHASE I and PHASE II of this project. This may include but is not limited to the following activities and deliverables identified below:

Task 1 A - Contract Administration:

1. Prepare and submit monthly progress reports
2. Prepare and submit progress payment invoices accompanied, with backup material supporting the amount being invoiced, at project milestones or monthly, as negotiated within the contract and in a form as approved by City staff. Invoices shall include the following:
 - Prepared on the consultant's letterhead;
 - Signed by the consultant's project manager;

- Have a unique invoice number;
- Appropriate documentation attached;
- Each Milestone should be invoiced separately;
- A summary of the reimbursements to-date and a summary of the funds remaining in the contract.
- Invoice from the subconsultant should be attached in the same format as the prime consultant's invoice and should be included in the summary of the prime consultant's invoice.
- A summary of payments to-date and funds remaining in the contract(s) for each subconsultant.

3. Coordinate in-house design staff and subconsultants to assure free and timely flow of information for each task activity.

Task 1 B - Project Control:

1. Prepare and obtain consensus for a Project Implementation Plan that describes the overall project methodology approach and assumptions and documentation requirements to complete PA&ED and PS&E.
2. Prepare a detailed Critical Path Method (CPM) schedule and submit an updated electronic file schedule on a quarterly or as-needed basis. Prepare, update, and submit a four-week Horizon Schedule at the regular progress meetings such as Project Development Team (PDT) meetings. See Project Schedule for the project milestones and the estimated project delivery timeline.
3. Develop and maintain a QA/QC Program.
4. Maintain project records.
5. Prepare and maintain a Risk Management Plan.

As part of the PA&ED approval process, it is essential to obtain approval of not only the geometry but other project documents. A Risk Management Plan will be prepared and enhanced with project information.

6. Develop a Cooperative Agreement with Caltrans for the project approval and design for the Enterprise Canal Class I Trail / Signature Pedestrian Bridge Over SR 168.

Task 1 C - Project Communication:

1. Project Meetings: The Consultant shall conduct one (1) kick-off meeting with the City to review and refine scope of work, project implementation plan, and schedule. Identify critical milestones and establish communications protocol. Prepare and submit agenda, pertinent materials and meeting minutes for the meeting for City staff reviews.
2. Support and prepare materials as may be requested for meetings.

Task 1 D - Project Meetings:

1. Initiate and conduct monthly PDT (first to begin two months from NTP). The Consultant shall attend up to six (6) in-person Project Development Team meetings with Caltrans, and up to six (6) in-person and eight (8) teleconferences) progress and coordination meetings with City staff, key stakeholders, or other agencies. Prepare and submit agenda, pertinent materials and meeting minutes for each meeting for City staff reviews. Assume half of these meetings will take place in Phase I and the other half in Phase II.

2. Coordination meetings as may be required to obtain required deliverables.

Consultant Deliverables:

- Monthly invoices and Progress Reports
- Project Implementation Plan
- CPM Project Schedule
- Project Funding Documents
- Cooperative Agreement with Caltrans
- Caltrans Utility and R/W Certification
- QA/QC Program and Risk Management Plan
- Stakeholder Coordination
- Project Correspondence and Meeting Minutes

PHASE I

TASK 2: PROJECT REPORT

The Consultant to prepare and obtain an approved Project Report for the Project and to arrive at the final architectural and aesthetic design including selecting the type of pedestrian structure and the final alignment. This task may include but is not limited to the following activities and deliverables identified below:

Task 2 A - Data Collection, Topographic Mapping and Site Visits:

The Consultant shall review previous studies, reports and documents provided by the City, Caltrans, and other agencies. Conduct site visits to review existing conditions and identify constraints that may affect the proposed design. Provide field notes, representative photos, and field measurements. Previous studies, reports and documents includes, but is not limited to the following:

- Research and Technology Business Park Design Guidelines
- Proposed Alternative Bridge/Trail alignments
- Project Study Report and Project Development Support (PSR-PSD)
- Preliminary Environmental Analysis Report (PEAR)
- City of Clovis Active Transportation Plan (ATP)
- Project Delivery Timeline
- As-built plans (City to provide)
- Utility plans (City or others to provide)

Base Mapping: Prepare mapping suitable for the PA&ED and with expanded details for potential use in the final design of the Project. Aerial photos and digitized topography mapping shall be prepared in a format consistent with Caltrans drafting standards.

At the initiation of the project, a Caltrans Encroachment Permit Application will need to be submitted to conduct surveys, investigations and site visits. Given this is a City project, a

Caltrans parent permit will need to be applied for and issued to the City and a permit will be applied for and issued to the design team. Design team will prepare and submit the permit applications on behalf of the City and design team. It is assumed that the permits will be issued at no cost.

Permits: Consultant will secure permits from the appropriate entities to obtain physical access, as may be required, to confirm site conditions.

Permission to Enter (PTE): Consultant shall prepare PTE request package consisting of a certified letter (on City letterhead) detailing the studies and activities that are required for each parcel, the constraints within which the field staff will abide when accessing the property and an exhibit showing the location of the parcel requiring access. This letter will be sent with a self-addressed/stamped envelope for return of the signed letter. It will request a response within one week. If necessary, Consultant will provide follow-up services to each property owner until the PTE is obtained. If property owner has specified requirements that are to be met prior to accessing the property, Consultant will provide this information to the field team.

Task 2 B - Structural Design and Architectural Aesthetics Evaluation Study:

1. Consultant shall prepare a structural design and architectural aesthetics evaluation study which would include examples of innovative conceptual bridge designs and projects that can be built at this location with four 3-D renderings and pictures of each example. This study is intended to provide information to get public and project stakeholder comments and feedback and to receive direction from the City Council. Consultant shall attend two public workshops, one City Council Presentation, and one Planning Commission Presentation as noted below:
 - 1 meeting for public outreach near the beginning of the project. Four preliminary bridge sketches will be available for the first public outreach meeting.
 - 1 meeting for public outreach near the middle/end of the project. This public meeting will occur once a preferred alternative and concept has been selected. The 3-D renderings will be available at the second public outreach meeting.
 - 1 meeting for Planning Commission presentation.
 - 1 meeting for City Council presentation.
2. The study should include a range of diverse aesthetic appearances that incorporate architectural forms that relate to the Research and Technology Business Park design guidelines and Clovis Community Medical Center architecture/aesthetic design into different types of bridges that would be site specific for this project. The Study should also include how the bridge forms a "Gateway to the Sierras". Each Signature Bridge Design should be accompanied with approximate construction costs, color schematics, and a brief description of the bridge type and applied or applicable aesthetic appearance. At a minimum, the study must include, several notable designs that have been implemented within the state, elsewhere in the United States, and internationally, as well as a Caltrans standard bridge design for comparison purposes.

The scope of work is limited to the study of two different alignments. Four bridge concept drawings, will be provided with rough order costs. For example, two of the concepts can represent alternatives very close to the current project budget and the other two alternatives can represent possible alternatives beyond the current project budget.

Only those concepts that are feasible within the current or adjusted project budget should be presented to the public for comments. These concepts will be determined by the City of Clovis prior to presenting them to the public at the first public outreach meeting.

It is recommended that the four bridge concepts be reduced to two alternatives prior to the second public outreach meeting. The consultant will refine the two 3-D renderings for two selected pedestrian bridge alternatives. The two 3-D renderings should be sufficient material for the second public workshop, one Planning Commission Presentation, and one City Council Presentation. These renderings will be modified per comments from City staff prior to public workshops and other presentations.

Additional renderings, or revisions, may be requested for various reasons unknown at this time, as a result of public workshops, Commission or Council feedback and direction. Four additional renderings were assumed for budget development and placed under the "If Needed" category.

3. The geometric design for the bridge and ramps through Caltrans right of way will be developed based on project objectives, the constraints and the City's and Caltrans design standards. Adequate detail will be provided so that assessments and evaluations can be made and discuss. The existing and proposed geometric and vertical alignments will be reviewed to determine compliance with Caltrans Highway Design Manual standards and local jurisdictions standards. Early identification of design exceptions may allow the design to mitigate the condition or alert the team that design exceptions will need to be processed and obtain Caltrans approval. The plans will be formatted similar to Caltrans traditional geometric drawings that will consist of typical cross sections, layouts and profiles and identification of exceptions to the mandatory and advisory design exceptions.

Caltrans initial approval of the design exceptions and design is needed to validate that the design alternatives are viable. It is proposed that after initial evaluation and discuss with Caltrans on design alternatives for the structure and ramps at US 168 and its ramps that one alternative will be set for the alignment of the bridge and ramps leading to the bridge. The design exceptions associated with the alternative will need concurrence from Caltrans Design Unit, Headquarters Design Coordinator and the District Design Coordinator or the alternative will need to be refined until it meets the City's and State's approval.

4. Design concepts will be developed for the bicycle and pedestrian improvements along Enterprise Canal Class 1 Trail, connection to the future Owens Mountain Parkway and over US 168 and Tollhouse Road. The focus of the alternatives will be for the continuous circulation through the facility, the clear and safe convergence and interaction between the bicyclists and pedestrians. Four alternatives will be developed for the bicycle and pedestrian Class 1 Trail and Signature Pedestrian Bridge.

Task 2 C - Perform Preliminary Engineering (30% Design):

Includes compiling and reviewing existing data pertinent to the Project, planning activities, identifying and requesting supplemental information and surveys, establishing coordination with any adjacent projects, obtaining information and requirements for utilities, right-of-way and permits, defining and refining the study alternative, preparing base mapping, developing preliminary utility impacts, and preparing the preliminary cost estimate:

1. Develop Alternatives: Consultant should incorporate Bridge Concepts, Context Sensitive Solutions, and other trail design concepts as applicable. Including input from project stakeholders and impacted agencies, namely Fresno Irrigation District and Clovis Community Medical Center.
2. Preliminary Cost Estimate: The preliminary cost estimate will be prepared in Caltrans format.

3. With the development of the design in the alternative analysis, a solid geometric base is developed for the PA&ED. The City is seeking a document to obtain Caltrans consensus on the project and its proposed design within Caltrans right of way. The consensus would be obtained in the form of a PA&ED. As the project will not alter Caltrans roadway and operations post-construction, it is assumed that the PA&ED would not be required to same detail as a Caltrans project but would conform to Caltrans Project Development Procedures Manual. Project Report will be consistent with Appendix K of the Caltrans Preparation Guidelines for the Project Report including the required attachments. See the below Caltrans link for more information:

<http://www.dot.ca.gov/design/manuals/pdpm/appendix/apdxk.pdf>

This is consistent with recent projects that involved the construction of overcrossings within the State right of way that do not provide any connection to the highway. The level of detail will be discussed with Caltrans in order to efficiently prepare and obtain approval of the PA&ED.

4. The geometrics and profile designs will be re-assessed to ensure that all investigative study requirements are met. Right of way needs will be identified and documented in the Right of Way Data Sheet. Stage construction concepts will be developed to support the preparation of a Transportation Management Plan (TMP). In ensuring that all elements have been considered to mitigate traffic impacts during construction through the TMP, the TMP checklist will be reviewed and completed for the Project.

Consultant will prepare and mail (on City letterhead) Utility Mapping Request Letters. Utilities known to operate in the vicinity of the project will be contracted. Consultant will map the existing utilities based on as-built plans, utility maps, field observations, and topographic surveys of above-ground utilities. Consultant will continue to coordinate with utility agencies through the final design.

Consultant will prepare and mail (on City letterhead) Relocation Claim Letters to Owner (Caltrans Right of Way Manual 13-EX-9) to identify any prior rights. If utility companies claim to have prior rights, the letter will request supporting documentation.

Utility relocations and adjustments will be specified. When utility facilities cannot meet Caltrans current "Policy on High and Low Risk Underground Facilities within Highway Rights of Way", the utilities will be identified and the requirement for the processing of the approval of a Utility Encroachment Exception Report will be noted.

5. The need for Advisory Design Fact Sheets and Mandatory Design Exceptions (if needed) will be identified for future preparation and processing. The goal is to design a project with no design exceptions which would mean this task can go away. However, we don't know if we can meet this goal until we get into the details or perhaps, we can process a design exception to help reduce the construction cost (for example the 18.5' vertical clearance requirement). We can include hours/fee required to prepare 1 design exception (as needed) as a base line and then determine if we need this during the PA&ED phase.

The City of Clovis has an informal process to document non-standard features within the City right-of-way. In the event that design exceptions are needed, two (2) design exceptions are included with the project scope.

6. The Consultant shall develop 30% design plans (design concept with enhancements) in accordance with all applicable design standards and guidelines for the top four (4) alternatives that come out of the Structural Design and Aesthetic Evaluation Study. Features

to include, but are not limited to:

- Principal Span Structure Selection Matrix including structure type, anticipated costs, key constraints and conceptual graphics.
 - Embankments (if any), retaining walls/sound walls (if any), supports, main span and approach structure geometrics
 - Geometric alignment and clearances, including bridge and trail approaches.
7. The Consultant shall develop a Bridge Advanced Planning Study (APS) submittal for City and Caltrans review and approval. We will perform necessary modeling and analysis to support member sizing. The Bridge APS shall be in accordance with Caltrans Bridge Memo to Designers 1-8, and shall include 11x17 drawing sheets in Caltrans format, APS Checklist, APS Design Memo and itemized Cost Estimate.
8. The Consultant shall develop and implement a "robust" community engagement process, attend and provide support to City staff in public outreach efforts, and facilitate community meetings to obtain input on the proposed design. Develop all necessary meeting materials including graphics, presentation slides, handouts, drawings, graphic boards, etc. for each meeting, as appropriate. Conduct "pre-meeting planning sessions" with the City via teleconference before each meeting to review meeting materials. Provide summaries for all meetings. The following public activities are proposed as a menu of activities that include public meetings and other engagement efforts.

As noted in task 2B, Consultant shall attend two public workshops, one Planning Commission Presentation, and one City Council Presentation as noted below:

- 1 meeting for public outreach near the beginning of the project. The 3-D renderings will be available for the first public outreach meeting.
- 1 meeting for public outreach near the middle/end of the project. This public meeting will occur once a preferred alternative and concept has been selected.
- 1 meeting for Planning Commission presentation.
- 1 meeting for City Council presentation.

With the design-related work completed, the Draft PA&ED can be finalized. The items above will be used to ensure that the following are addressed:

- Present the project's goals and purpose
- Provide the results of an accident rate analysis
- Provide a discussion on the benefits of the project
- Address inclusion of potential Best Management Practices elements
- Incorporate environmental findings and recommendations
- Identify utilities within the right of way to ensure compliance to current Caltrans standards
- Confirm right-of-way requirements
- Prepare a Right of Way Data Sheet
- Prepare an Advanced Planning Study
- Prepare the Preliminary Storm Water Data Report
- Provide a Risk Management Assessment

With the results of these project tasks, the cost estimates and schedule will be confirmed, and the final Environmental Documents will be completed, the Draft PA&ED will be submitted for review. A brief description and explanation of rejected alternatives will be provided and a

preferred alternative recommended. After the review and circulation of the Draft PA&ED, comments will be reviewed and discussed. Comment resolutions will be documented. The Draft PA&ED will be updated and submitted as a Final PA&ED.

Consultant Deliverables:

- Previous Studies, Reports and Documents (Log of all documents)
- PTE Permits
- Site visit field notes, representative photos and field measurement
- Structural Design and Architectural Aesthetics Evaluation Study Report
- Bridge Advanced Planning Study (APS)
- Materials for 2 Public Workshops (1 copy assumed)
- Materials for Planning Commission Presentation (1 copy assumed)
- Materials for City Council Presentation (1 copy assumed)
- Aerial Photos and Digitized Topographic Mapping Base (40' Scale, 1' Contour Intervals)
- Administrative Draft and Final of Design Exception Factsheets (if required) (1 assumed)
- Preliminary Engineering Plans (2 Alternatives & No-Build)
- Preliminary Cost Estimate (2 Alternatives & No-Build)
- Draft and Final Project Report (7 sets of hard copies)

City Deliverables:

- Provide the Consultant all the City standards and City of Clovis Standard Specifications.
- Provide the Consultant with all the available information such as utilities plats, as-built drawings, etc.

TASK 3: CEQA AND NEPA ENVIRONMENTAL DOCUMENT

This task includes all work necessary to prepare and obtain approval of the environmental document including but not limited to preparing environmental technical studies, defining the type of environmental document, preparing and circulating the documents, and public outreach.

Caltrans will be the lead agency for both CEQA and NEPA compliance. For State environmental clearance under CEQA, this Project is expected to require an Initial Study with a Mitigated Negative Declaration. For Federal environmental clearance under NEPA, this Project is expected to require a Categorical Exclusion. The Consultant should expect to prepare a combined IS/MND. The determination of the actual CEQA and NEPA document type will be made based on consultation with Caltrans, the City of Clovis and the PDT. Consultant shall assume two revisions of the administrative draft prior to preparing the public draft for distribution, and two iterations of the administrative final IS/MND prior to preparing the final document for environmental clearance. As such, this scope assumes that revisions will be minor to moderate and will not require additional or new analysis.

Task 3 A – Environmental Scoping Memo:

The City prepared and Caltrans approved a Mini Preliminary Environmental Analysis Report (Mini-PEAR) in May 2018. Environmental issues that may require further detailed study are

documented in the Mini-PEAR. However, because the proposed project is evolving, and Environmental Scoping Memorandum will become the basis for the work scope for the required CEQA and NEPA compliance documentation. The Environmental Scoping Memorandum will review the approved Mini-PEAR, provide information on the updated project description, and recommend any changes to the technical study work program based on the current project information.

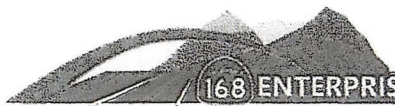
Task 3 B – Technical Studies:

- A. Environmental technical studies will be prepared in accordance with guidance from Caltrans Standard Environmental Reference (SER) and input from relevant resource agencies and local jurisdictions.
- B. In accordance with Caltrans guidelines, the technical studies must be completed and approved by Caltrans staff prior to the commencement of the environmental document.

The required technical studies are assumed to include an air quality, greenhouse gas analysis memorandum and a construction noise analysis memorandum. During the environmental scoping process, it will be determined if a visual impact assessment, a Phase 2 ISA, or other technical studies will be required.

Based upon our knowledge of the area, the project details, and the May 2018 approved Mini-PEAR, the **following technical studies should not be required**. However, if during the Environmental Scoping process, further study is required or a change in the study area is identified, the scope and fee will be amended accordingly:

- Biological Resources: A Natural Environment Study (NES) was prepared in January 2017 by LSA Associates, Inc. The NES identified one species (Swainson's hawk) that is considered a special-status species; however, no incidental take permits will be required. The NES provides avoidance, minimization, and mitigation measures that will be incorporated into the CEQA and NEPA documentation. It is assumed that the NES will be provided to the Environmental Team upon notice to proceed.
- Cultural Resources:
 - Technical Studies: An Initial Site Study was prepared in August 2017 by Cogstone Resource Management, Inc. This study and area of potential effects (APE) were surveyed and no archaeological resources have been recorded or observed within the APE. This document provides avoidance, minimization, and mitigation measures that will be incorporated into the CEQA and NEPA documentation. It is assumed that the cultural resources report will be provided to the Environmental Team upon notice to proceed.
 - Native American Consultation: Native American consultation under Section 106 and AB 52 is assumed to be provided by Caltrans, as the lead agency for CEQA and NEPA. If, during the Environmental Scoping Memorandum process, the lead agency would prefer assistance with the consultation, the Environmental Team will assist in the Section 106 and AB 52 consultation process. The scope and fee will be amended accordingly.
- Paleontological Resources: No known fossils are identified within the project area and the location in the proximal portion of the fan deposits creates low potential for fossils to occur. No further studies are required.
- Community Impacts: The project would connect pedestrians and bicyclists from the north side of SR 168 to the south side within an existing and planned trail network for the



City. This project also connects pedestrians and bicyclists north of SR 168 to businesses and the Clovis Community Medical Center south of SR 168. This is a benefit to the community and no formal Community Impact Assessment is required, as stated in the Mini-PEAR.

- Hydrology and Water Quality: The project is located in Zone X on FEMA flood mapping. No technical studies are required; however, design and construction BMPs will be implemented and avoidance, minimization, and/or mitigation measures will be identified in the context of the environmental document.
- C. A Hazardous Waste Phase I - Initial Site Assessment (ISA) was prepared in November 2016 by Krazan & Associates, Inc. The ISA did not identify any recognized environmental conditions (RECs); however, it did identify the potential for aerially deposited lead and lead based paint within the State Route 168 corridor. This document provides recommendations regarding further investigation (i.e., soil and paint sampling) if thermoplastic paint or excess soil along SR 168 will be disturbed during project construction. **Phase II ISA (if needed)** would require the following:
- Prepare Health and Safety Plan, and Work Plan for Client and Caltrans approval.
 - Field borings (2.5 ft deep) and soil samples
 - Laboratory Analyses including: samples for Lead, CAM 17 metals, Soluble (WET, WET-DI, or TCLP) Lead, TPHg/BTEX/MTBE, TPHd/mo, Pesticides and Herbicides
- D. An administrative draft of each technical study will be submitted to Caltrans for review.
- E. It is assumed that a comment/resolution matrix will accompany comments from Caltrans, so that a record of requested revisions is available for each technical study.
- F. The technical studies will be revised per Caltrans comments and a completed matrix indicating how comments have been addressed provided.
- G. Individual meetings with Caltrans reviewers will be held to address unresolved comments followed by the preparation of a final version of the technical study.
- H. The environmental team will prepare an Air Quality Analysis Memorandum, which will include a discussion regarding greenhouse gas emissions. The project will utilize Congestion Mitigation and Air Quality (CMAQ) improvement Program funds to design and construction the bicycle/pedestrian bridge, thus, this project is required to undergo a conformity analysis to demonstrate compliance to the Clean Air Act Amendments. The air quality conformity analysis will be prepared following the procedures and methodologies developed under the federal air quality conformity rule. The analysis will address air quality attainment status of the project area. The air quality impact analysis will be prepared in general accordance with Caltrans' procedures provided on the SER. It is anticipated that the project will have an air quality benefit to project area. Since the project is being implemented under the CMAQ, it is exempt from project-level conformity analysis as listed in 40 CFR 93.127, Table 2. However, it is not exempt from regional conformity. A conformity determination will be required. Emissions of criteria pollutants and greenhouse gases (GHGs) will be estimated for all short-term construction activities including on-and off-road mobile equipment and any applicable stationary sources. Short-term construction emissions produced from both heavy equipment and dust from grading during the construction effort shall be based on methodology provided with the Roadway Construction Emissions Model, version 8.1.0, distributed by the Sacramento Metropolitan Air Quality Management District and recommended by the San Joaquin Valley Air Quality Management District (District). Emissions for these operations will be calculated and compared with District daily threshold

values and de minimis emission levels under the Federal Conformity Analysis procedure. Climate change and greenhouse gas emissions will be evaluated to determine the net change greenhouse gas emissions associated with the proposed project. A technical memorandum will be developed to present the findings to demonstrate whether project conformity is met and to support the CEQA and NEPA documents.

- I. The project will be required to undergo a noise analysis. The project improvements will not add additional traffic capacity; therefore, operation of the bridge will not result in noise impacts. The noise analysis will focus on evaluating construction noise impacts in a technical memo. Where construction data is applicable the Roadway Construction Noise Model (RCNM) and/or noise propagation formulas will be utilized estimate noise levels near sensitive receptors. The technical noise memo will support CEQA and NEPA requirements to support the environmental documents.
- J. The Mini-PEAR does not identify a Visual Impact Assessment (if needed); however, if during the initial project kickoff, it is determined that a technical study is required, the Environmental Team will adjust the scope and fee accordingly. If needed, the Environmental Team will complete a Visual Impacts Assessment Guide/Questionnaire as part of the Environmental Scoping Memorandum (see Task 3 A, above) to determine the appropriate level of visual resources analysis. The Environmental Team currently assumes that a will follow methodology and protocol developed by FHWA and adopted by Caltrans and will include a discussion of the methodology, terms, and thresholds for significance; an overview of applicable local, state, and federal policies and guidelines regarding visual resources (including the general plan and state scenic highway guidelines); and a description of the regional visual character and area specific landscape view shed units (which comprise the baseline conditions for assessing aesthetic impacts). The VIA will rely on the Architectural Aesthetics Evaluation Study for the 3-D renderings and pictures of the alternatives, in order to analyze visual impacts under CEQA and NEPA.

Task 3 C – CEQA (IS/MND and MMRP):

Environmental team will prepare an Administrative Draft IS/MND to address both trail construction and long-term operation. Using the templates from the Caltrans SER, team will work with Caltrans and the City to prepare the appropriately formatted IS/MND. The IS/MND will evaluate the proposed project, including the one build alternative and the no build alternative. The IS/MND will provide a detailed analysis describing potential environmental impacts and mitigation recommendations for the project following Caltrans' requirements and guidance. It has been determined that Caltrans will be the lead agency for the CEQA, so the Environmental Team will work with Caltrans and prepare the IS/MND. City will oversee the preparation of the CEQA documents prepared by the Consultant.

- A. Follow Caltrans District Approval of the Draft IS/MND, copies (hard copy and electronic) will be prepared for circulation. Up to 30 copies of the public review Draft IS/MND will be provided to Caltrans and the City for distribution. Environmental team will work with Caltrans and the City to prepare a Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Availability for an Initial Study for publication in the newspaper of general circulation.
- B. Consultant should prepare the Notice of Completion and deliver 15 copies to the State Clearinghouse. Notice of Availability in a local newspaper of general circulation will start the public review period for the Draft IS/MND. A PDF version of the Draft IS/MND also will be prepared and submitted for posting on the City of Clovis and Caltrans websites. This task assumes that Caltrans and the City will finalize and distribute this noticing to

announce the IS/MND public circulation; however, the environmental team can assist Caltrans and the City in noticing and distribution if requested. The Environmental Team will prepare the required 15 copies for State Clearinghouse and will hand deliver them to the State Clearinghouse.

- C. Written comments and responses from the public circulation shall be prepared. It is assumed that all comments can be addressed through revisions to the Draft IS/MND and that no technical studies shall require updates or changes.

At the conclusion of the 30-day public comment period, Environmental Team will meet with Caltrans and the City to discuss the comments received and the preparation of the final document. In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA will be prepared as part of the final document. After the City and Caltrans have reviewed the draft-final IS/MND and draft MMRP, Environmental Team will incorporate the necessary revisions into the document and submit the Final IS/MND and MMRP. Because of the uncertainty of the number of comments that will be received, our budget assumes the receipt of approximately ten comment letters with an average of four comments per letter.

- D. Comments and Final IS/MND: Two (2) reviews of the Final IS/MND are assumed prior to Caltrans acceptance. The Environmental Team will assist the City and Caltrans in preparing the draft Notice of Determination (NOD). Environmental Team will revise as appropriate and return draft of NOD to Caltrans (or the City, as appropriate) to file within 5 days of approval of the IS/MND (pursuant to CEQA guidelines). It is assumed that either the City or Caltrans will file the NOD with the State Clearinghouse and will pay the CDFW CEQA Document Filing Fee (which is currently \$2,280.75).

Task 3 D – NEPA (Categorical Exclusion):

Upon completion of the technical studies and approval of the Final IS/MND and MMRP, Environmental Team will work with Caltrans, as necessary, in preparing the Categorical Exclusion (CatEx) and Environmental Commitments Record (ECR) as required for NEPA. Should any of the studies identify the need to prepare the more time-consuming Environmental Assessment (EA), a separate scope and fee will be provided to the City.

It is assumed that Caltrans will review the document on behalf of FHWA under the NEPA delegation agreement and no separate FHWA NEPA review will be required.

Task 3 E – Public Outreach for CEQA/NEPA Clearance:

The required environmental document for CEQA is an IS/MND. Public outreach, as required by CEQA Guidelines Section 15073, will include the Notice of Availability (NOA) and a 30-day review period for the Draft IS/MND. The NOA will include information regarding how to provide comments on the IS/MND and how to request a public hearing; however, CEQA does not require a public hearing or meeting during the Draft IS/MND 30-day circulation period. Hours for this task are included in Task 2C.

A CatEx is the required environmental document for NEPA and no public meetings are required.

Consultant Deliverables:

- Draft and Final Environmental Scoping Memorandum (1 PDF copy assumed)
- Administrative Draft, Comment/Resolution Matrix and Final Draft of all technical studies (1 PDF copy assumed)

- Administrative Draft, Comment/Resolution Matrix, Circulation Draft of IS/MND (CEQA Environmental document) (1 PDF copy assumed)
- Draft Final and Final of IS/MND with Responses to Public Comment (up to 20 copies)
- Mitigation Monitoring and Reporting Program (MMRP) (up to 20 copies)
- Notice of Determination (for Final IS/MND) (1 PDF copy assumed)
- Notice of Completion (for State Clearinghouse) (1 PDF copy assumed)
- Administrative Draft, Comment/Resolution Matrix and Final Draft of CE (NEPA Environmental document) (1 PDF copy assumed)
- Environmental Commitments Record (ECR) (1 PDF copy assumed)

Task 4 A – Surveying and Mapping:

Surveying and Mapping: The Consultant will use the electronic design level mapping that was prepared during the Environmental Document Phase. The consultant shall perform conform surveys and generate additional survey data as necessary to perform the final design and right-of-way engineering.

The survey team will start off by a reconnaissance and check of existing control, setting of intermediate project control marks at conform areas for horizontal and vertical continuity to the drawings for all of the match points. The horizontal control will be referenced to City of Clovis GPS coordinate system and vertical control will be referenced to NAVD 88 datum. ESP will locate existing centerline monuments, property corners and benchmarks for purposes of monument preservation. We will obtain pertinent record data from City of Clovis, County of Fresno, Caltrans, FMFCD, FEMA and utility companies, which includes parcel maps, subdivision maps, record of survey maps, assessor's maps, roadway maps, as-built utility maps and drainage maps for the purpose of right of way rectification.

Topographic ground surveys will generally include cross sections of roadways at 50' intervals, striping and detailed surveys of all pavement $\frac{1}{4}$ crowns and grade breaks. This data will include existing and visible features such as curbs, gutters, sidewalks, etc. Survey team will locate utilities and accessible inverts such as manholes, vaults, inlets, culverts, standpipes, fire hydrants, etc.

Task 4 B – Preliminary Engineering (35% Plans and Estimate) and Technical Reports:

A majority of Task 4 B shall be completed during Phase II of the project. However, several elements will need to be completed during Phase I. These elements include portions of the Geotechnical Design & Material Reports (no borings) and the Site Investigation Report. Refer to Phase II - Task 4 A for further information.

Task 4 C – Right of Way and Utilities:

Several elements of the Right of Way and Utilities tasks will need to be completed during Phase I of the project. During Phase I the consultant shall conduct utility research and acquire Preliminary Title Reports for ten parcels along with record mapping. Refer to Phase II – Task 4 D for further information.

PHASE II

TASK 4: PLANS, SPECIFICATIONS AND ESTIMATES

We have based the following Plans, Specification and Estimate (PS&E) work on the construction cost ranging between \$6,490,000 and \$7,375,000 plus ROW costs, as identified in the RFP. With the results of the Final PA&ED (Phase I), the final PS&E scope of work will be determined and submitted. Items that are flagged "if needed" will be either removed or included in the final PS&E work. If after the PA&ED process, the selected bridge alternative is more complex than an alternative that can be constructed by the currently assumed construction costs, and thus exceeds the consultants' scope of work, the proposed tasks will be amended accordingly.

This task includes all work necessary to prepare the PS&E for Caltrans approval. When the ultimate Build Alternative has been accurately defined, appropriate activities and deliverables for PS&E shall be identified and Consultant shall prepare a memorandum documenting such. This task may include but is not limited to the following activities and deliverables identified below:

Task 4 A – Preliminary Engineering (35% Plans and Estimate) and Technical Reports:

Consultant shall prepare and revise documents including technical reports and design exception fact sheets, and modify access report as required for approval of 35% P&E. This task shall include, but is not limited to, preparation of a Drainage Report, Storm Water Data Report, Foundation Reports, Bridge type selection, Geotechnical Design & Material Report, Site Investigation Report, Lane Closure Report, Hydro-modification Plan (if needed), and Transportation Management Plan (if needed) for the P&E package.

Drainage Report: Consultant shall prepare the hydrologic and model to develop and route peak flows, including watershed maps, land use, soil information, and conveyance characteristics. Future land use will be verified through the City general plan and zoning maps and future peak flows will be developed at locations where the trail is proposed to cross natural drainage conveyances. Conveyance geometry will be approximated with field measurements and the hydraulic modeling will be update to reflect the trail crossings.

Based on hydrologic and hydraulic analysis results, the Consultant will develop sizing of proposed conveyance crossings. Additional facilities needed to convey on-site drainage along the project alignment will also be identified including ditches, inlets, and overside drains.

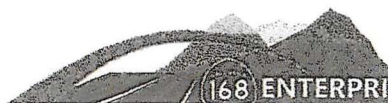
Results of the preliminary analysis will be summarized in a Draft Preliminary Drainage Report that will be submitted to the City and Caltrans for review. Comments will be addressed and a final report will be submitted.

Storm Water Data Report (SWDR): Consultant shall prepare the final design level SWDR. The SWDR will define and identify drainage areas, total disturbed areas, climatic conditions, existing drainage site conditions, site permeability, soil texture existing vegetation, and groundwater.

Lane Closure Report: The Traffic Management Plan will address traffic handling strategies and cost. The bridge type and construction methodology will be evaluated during the PA/ED process and will determine if any lane closures are needed for the bridge.

Hydromodification Plan (if needed): A Storm Water Data Report (a Caltrans requirement) will be prepared to address temporary and permanent stormwater best management practices. The Storm Water Data Report will look at the increase in impervious and where stormwater is being directed.

Transportation Management Plan: This is a Caltrans requirement and is needed for the project.



Geotechnical Foundation Report: The boring program will include borings at the bridge abutments and supports. For the bridge structure and the additional supports, 7 borings to 60'-100' are proposed. If embankment/wall option is considered for portion of the ramps the borings will be shifted and used for the embankment work. Additional 2 shallow borings (5' depth) will be required for the trail work. No traffic control is assumed since most of the work will be in wide shoulders, open fields of trail locations.

Project Element	Number of Explorations	Depth of exploration
Main line crossing (4 supports)	4	100 feet
Extended slab structures/embankment or wall	3	60 feet
Trail/pavement	2	5 feet

Field engineer will classify and continuously log subsurface soil conditions encountered in the test boring at the time of drilling. "Relatively undisturbed" and bulk samples will be collected from test boring. The borings will be drilled and capped per permit requirement. Drilling spoils will be disposed off in accordance with the permit requirements which can be hauled off the site in 55-gallon drums or dispersed in the field if allowed.

Laboratory tests will be performed on representative soil samples, such as moisture/density, unconfined compression, gradation analyses, corrosion tests, Plasticity Index, consolidation tests, and R-value tests, as necessary. Geotechnical Engineer will perform engineering analyses to develop design recommendations for the proposed structures. Alternate foundation systems such as, but not limited to, cast-in-drilled-hole (CIDH) piles, cast-in-steel-shell (CISS) piles, or Caltrans standard driven piles will be discussed in the preliminary design phase.

We will discuss seismic considerations, such as liquefaction potential. We will develop the ARS curve by using Caltrans ARS Online website. Per the RFP, the bridge shall be designed using Caltrans Seismic Design Criteria (SDC v 1.7.) However, the Caltrans SDC is intended to provide the minimum seismic design requirements for ordinary standard bridges. The proposed main structure is a 240-foot-long architecturally significant bicycle and pedestrian bridge crossing over SR 168, and the City (Caltrans) has identified the "Cable-Stayed Single Tower Bridge" or similar alternate structure such as tied arch structure for the project.

Nonlinear Time History Analysis (if needed): Per Section 1.1 of the Caltrans SDC, this alternative may be classified as a "complex structure" because of its structure type, which require project-specific design criteria which are beyond the scope of the SDC. Per Section 2.1.2 of Caltrans SDC, "Nonlinear Time History Analysis" may be required by using multiple ground motions applied in two or three orthogonal directions of the bridge to account for the uncertainty in ground motion direction. If such analysis is required, we will provide time histories for the non-linear analysis.

Geotechnical Engineer will provide preliminary recommendations for the proposed bridge based on the results of the analyses in a draft foundation report. The report format will follow Caltrans "Foundation Report for Bridges," dated February 2017. The logs of test borings (LOTB) will be prepared using the standard Caltrans LOTB sheets following Caltrans "Soil & Rock Logging, Classification, and Presentation Manual" (2010). A final foundation report with refined design recommendations based on the design progress and review comments from the design team, will be submitted. The report format will also follow Caltrans standard per "Foundation Report for Bridges," dated February 2017.

Transportation Management Plan (TMP): The consultant shall complete the TMP checklist for the construction of the preferred alignment. The TMP will be in accordance with Caltrans guidelines and will show measures needed during the staged construction of the project, traffic handling during each stage, permissible lane closures, and analysis of traffic operations. The checklist will be an attachment to the Final project Report

Roadway and Trail Geometric Plans: The Consultant shall refine the 30% concept designs and prepare preliminary design plans (35%) based on community and City input showing architectural and civil plans, structure elevations (if needed), sections, lighting, and fence/railing elements, horizontal control lines, vertical profiles and super-elevations, grading and drainage, structure location and wall limits, utility impacts, and R/W/construction easement impacts. Refine the following major project elements and submit the preliminary design for City's Site and Design and Caltrans reviews:

- Main bridge span over SR-168 and approach structures
- Connecting bike trails along Enterprise Canal to the Dry Creek Trail System and Access to Future Sierra Gateway Trail
- Design enhancements with associated cost and benefits

Bridge Type Selection Study: The Consultant shall analyze bridge structure type selection before extensive structural design work is performed. Develop Bridge Type Selection Report in accordance with Caltrans guidelines. Include a **Bridge General Plan**, Bridge Site Data Submittal, **Foundation Plan**, Construction Cost Estimate and Type Selection Memo. This work shall be developed using Section 10, "Type Selection," of the Caltrans Bridge Design Aids, and Section 1-29, "Type Selection Review Meeting," of the Caltrans Bridge Memo to Designers. Submit the Type Selection Report for Caltrans review, and present the proposed structure to Caltrans at a Bridge Type Selection Meeting. Conduct one (1) "pre-meeting planning session" teleconference with the City. The Consultant will conduct an independent Type Selection Meeting with the FID to solicit comments on the design development. Finalize Type Selection Report based on input received in the meeting.

Preliminary Cost Estimates: The Consultant shall prepare preliminary construction cost estimate for the project in accordance with Caltrans guidelines including Caltrans Bridge Memo to Designers 1-8 and Section 11 of the Caltrans Bridge Design Aids. Use Caltrans Cost Estimate form for bridge item.

The Consultant shall submit the **35% P&E and Technical Reports** for City and Caltrans review, including:

- Technical Reports – four (4) sets
- Full Size 35% Plans (22x34) – seven (7) sets
- Special Provision and Technical Specifications – five (5) sets
- Structural Design Calculations – five (5) sets
- Quantities and Cost Estimate – two (2) sets

The deliverables listed above shall also be provided in electronic format. Additional copies will be provided to Caltrans OSFP in accordance with Caltrans OSFP Manual Guidelines.

Task 4 B – 65% Plans, Specifications and Estimate (65% PS&E):

65%, 95%, and Final PS&E Packages for the City and Caltrans Review and Approval: The PS&E packages must be prepared in accordance with Caltrans processes/procedures. This task involves transfer of prior phase design data and preparing Caltrans 65%, 95%, and Final level construction documents. This task includes, but is not limited to, circulating PS&E

packages to participating agencies and other interested parties for review and comment, logging and indexing all comments received as a result of the circulation, and preparing a written response to each comment received.

Landscape Architectural Plans: The Consultant shall develop preliminary architectural and landscape architectural design to 65% completion. The 65% preliminary architectural and landscape architectural design should be consistent with the design developed in 35% Design. Anticipated architectural and landscape architectural design drawings include but are not limited to:

- Irrigation Plans
- Planting Plans
- Architectural Features
- Safety Fence and Pedestrian and Bicycle Railing Details
- Surface Treatments and Amenities

Roadway and Trail Plans: The Consultant shall develop civil improvement design to 65% completion. Anticipated civil design drawings include but are not limited to:

- Demolition and Grading Plans
- Trail Plan and Profile Plans
- Typical Sections
- Construction Details
- Utility Plans
- Drainage Plans and Profiles
- Erosion Control Plans
- Stage Construction Drawings and Traffic Handling Plans
- Construction Area Signage
- Road and Trail Signage and Pavement Marking Plans within the defined project limits

Bridge Plans: Upon Caltrans approval of Bridge Type Selection, the Consultant shall conduct structural analysis and prepare 65% structural drawings. Anticipated structural design drawings include but are not limited to:

- General Plan
- Structure Plan
- Deck Contours
- Foundation Plan
- Construction Sequence
- Abutment Layout and Details
- Retaining Wall Layout and Details
- Bent Layout and Details
- Typical Sections
- Center Span Layout and Details
- Approach Ramp Details
- Log of Test Borings

Lighting and Electrical Plans: The first part of the electrical / lighting work is to obtain and review applicable City and Architectural standards, structural and civil plans. A site visit will be performed to confirm the locations of existing lighting and electrical utilities in the area. Coordination with the electric utility will be done to confirm the electric service point location for the project. Electric design will be done with a view to hiding electrical conduit, boxes and other electrical equipment.

Several proposed lighting designs will be prepared for review by the City, Caltrans and other stake holders for this project. The lighting design will be done to provide safety for pedestrians and bicyclists and minimize glare. Low level type LED lighting will be provided on the bridge structure. The approaches to the bridge structure will have another style of lighting. Additional aesthetic lighting to accent the structure and the "Gateway to the Sierra" theme may be provided if desired by the City.

Technical Special Provisions: The Consultant shall prepare technical specifications and special provisions for all bid items including bid alternates. Documents shall be developed in accordance with federal, state and local requirements in all subsequent final design tasks. General conditions shall follow the City and Caltrans requirements. The Consultant shall prepare special provisions based on Caltrans Standard Special Provisions, Caltrans Standard Specifications, and City construction contract standards. Special provisions shall follow the 2015 format of the Caltrans Standard Specifications and Standard Special Provisions (SSP's). Bid additive alternates shall be identified as design enhancements.

Construction Quantities and Cost Estimate: Prepare an engineer's estimate of probable construction cost for 65% design using both Caltrans and Consultants professional experience. Estimate shall include construction costs that reflect current market conditions, the bid items, utility relocation costs, environmental mitigation costs, contingencies and construction administration costs.

Structural Calculations: The calculations shall be performed in accordance with the most current California bridge practices and the following bridge design codes and manuals:

- American Association of State Highway and Transportation Officials Load and Resistance Factor Design (AASHTO LRFD) Bridge Design Specifications
- AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges
- Caltrans Seismic Design Criteria

An analysis of the serviceability of the bridge will also be performed for pedestrian-induced dynamic loads.

Study of Wind Effects (if needed): A study of wind action for the design of the Enterprise Canal Trail Bridge provides information from analysis of the dynamic wind and pedestrian loads: The aim of the study is to:

- Analyze the dynamic response of the bridge under turbulent wind
- Investigate the likelihood of flutter instability or vortex-induced vibration
- Determine the equivalent static wind loads for design
- Investigate bridge response to pedestrian excitation for both lateral and vertical motions.

An analytical investigation will be made to satisfy the aerodynamic stability as well as the serviceability requirements for the bridge. An analysis of the serviceability of the bridge will also be performed for pedestrian-induced dynamic loads.

The Consultant shall submit the **65% PS&E package** for City and Caltrans review, including:

- Full Size 65% Plans (22x34) – seven (7) sets
- Special Provision and Technical Specifications – five (5) sets
- Structural Design Calculations – two (2) sets
- Quantities and Cost Estimate – two (2) sets

The deliverables listed above shall also be provided in electronic format. Additional copies will be provided to Caltrans OSFP in accordance with Caltrans OSFP Manual Guidelines.

Task 4 C – Right of Way and Utilities:

Right of Way and Utilities: Consultant shall identify all Right of Way that is needed to construct the project and relocate utilities. The Consultant shall complete the right-of-way Engineering and prepare legal descriptions and exhibits for all right of way needed. Additionally, the consultant shall coordinate with the utility companies to complete draft Utility Relocation Agreements and define the limits of Right of Way required for the relocations. The procedures must follow Caltrans Right of Way Manual and procedures.

The City will utilize a certified R/W agent to perform engineering and acquisition services to assist the City in obtaining ownership in fee of property necessary to construct the improvements, and to obtain rights of entry or temporary construction easements as might be required. These services will be obtained under a separate contract.

The Consultant shall further review the acquired Preliminary Title Reports for ten parcels along with record mapping. Delineate right-of-way and property lines in the areas of acquisition. The Consultant shall also provide title reports, appraisal sketches showing property lines and proposed acquisition over aerial photos. Prepare ten (10) descriptions with accompanying plats for permanent acquisition and ten (10) descriptions with accompanying plats for temporary acquisitions.

Up to two iterations and revisions of the Plats and Legal Descriptions are included within the scope of this proposal.

Utility Conflict Exhibits: Using the existing facility maps that were assembled and incorporated into the base mapping during the PA/ED phase, Consultant will prepare conflict exhibits for the City to review. Two copies of the conflict mapping will be sent to the utility company showing the individual company's facilities, marked in its corresponding color, and showing the anticipated utility conflict. Conflict exhibits will include at a minimum: horizontal alignment and proposed R/W.

The utility company is requested to respond within 30 days of receipt of the letter and to initiate relocation design. The utility company will be requested to provide copies of relocation plans to alleviate the conflicts and a cost estimate of the relocation. Consultant will coordinate the relocation of company facilities to new alignments that avoid the proposed improvements and that are acceptable to the utility company.

Utility Relocation Plan Coordination: Consultant will work with the City to finalize all utility agreements and certifications to satisfy federal funding requirements. This includes reviewing relocation agreements for proper charges and fees and negotiating as necessary to ensure correct advances, refunds and reimbursements. Final utility agreements will be included in the Right of Way Certification package.

When the relocation plans are received, Consultant will check the utility company relocation design against the latest project plans for conflicts. Consultant will then send a copy of the Final Plans along with the Notice to Owner (Caltrans exhibit 14-d in the Local Assistance Procedures Manual) directing each facility to initiate relocation construction.

Task 4 D – 95% Plans, Specifications and Estimate (95% PS&E):

Resolve and incorporate all City and Caltrans 65% comments: Consultant will prepare and submit Checked Plans to the City, Caltrans, utility companies and other agencies for final review and comment. Agencies will thoroughly review the details of the project. Consultant will work with the City and other agencies to resolve any conflicts between the comments of different reviewers.

Independent Design Team Check of PS&E: As required by the Caltrans Office of Specially Funded Projects (OSFP), an independent check of the bridge design and drawings shall be performed. The independent check shall include independent calculations and independent quantities and shall be performed by an engineer who was not involved in the design of the bridge. The independent check shall be performed for 65% and subsequent design phases.

The **95% PS&E submittal** shall include all plans in required format, special provisions, technical specifications, and the engineer's estimate as follows:

- Full Size 95% Plans (22x34) – seven (7) sets
- General and Special Provisions, technical specifications – five (5) sets
- Updated Structural Design Calculations – two (2) sets
- Structural Independent Check Calculations – two (2) sets
- Bid Quantities and Cost Estimate – two (2) sets

The deliverables listed above shall also be provided in electronic format. Additional copies will be provided to Caltrans OSFP in accordance with Caltrans OSFP Manual Guidelines.

Task 4 E – Final Plans, Specifications and Estimate (100% PS&E):

The 100% (Final) PS&E submittal shall include all plans in required format, stamped calculations, special provisions and the engineer's estimate as follows:

- Full Size Final Plans (22x34) – seven (7) sets
- General and Special Provisions, technical specifications – five (5) sets
- Stamped Structural Design Calculations – two (2) sets
- Bid Quantities and Cost Estimate – two (2) sets

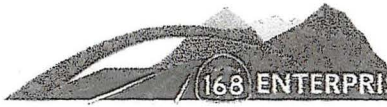
The deliverables listed above shall also be provided in electronic format. Additional copies will be provided to Caltrans OSFP in accordance with Caltrans OSFP Manual Guidelines.

Task 4 F – Permits (if needed):

Obtain Permits: The Consultant shall identify and obtain Resource Agency Permits/authorizations and Other Permits that may be necessary to construct the project.

Consultant Deliverables:

- Survey Mapping CAD Sheets
- 35% P&E and Technical Reports
- 65% PS&E
- 95% PS&E
- Final PS&E
- Right-of-Way Engineering Plan and Utilities Relocation Plan
- Utility Relocation Agreements
- Agency Permits



REVIEW OF DELIVERABLES

Caltrans will provide oversight of the preparation of the documents required for the PA&ED and PS&E packages. All work products and deliverables shall be prepared in accordance with the latest Caltrans regulations, policies, procedures, manuals and standards, including compliance with FHWA requirements.

In case of conflict, ambiguities, discrepancies, errors or omissions among the reference materials obtained by the Consultant from other agencies, the Consultant shall submit the matter to City of Clovis for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by the Consultant before clarification by City of Clovis shall be at the Consultant's risk. Such conflicts, ambiguities, discrepancies, errors or omissions among the references shall not give rise to a claim by the Consultant for extra work unless the Consultant can demonstrate that it has incurred additional expenses as a result thereof.

ASSUMPTIONS

1. We have based the following Plans, Specification and Estimate (PS&E) work on the construction cost ranging between \$6,490,000 and \$7,375,000 plus ROW costs, as identified in the RFP. With the results of the Final PA&ED (Phase I), the final PS&E scope of work will be determined and submitted. Items that are flagged "if needed" will be either removed or included in the final PS&E work. If after the PA&ED process, the selected bridge alternative is more complex than an alternative that can be constructed by the currently assumed construction costs, and thus exceeds the consultants' scope of work, the proposed tasks will be amended accordingly.
2. All plans will be prepared using AutoCAD. AutoCAD files of structure plans will be converted to Microstation, as required by Caltrans OSFP. Road plans will not be converted since electronic copies other than PDF are not required by Caltrans OSFP.
3. The City will provide the primary coordination and scheduling for the Public Workshop, City Council Presentation and Planning Commission Presentation portion of the project including coordinating and obtaining all meeting dates, locations, mailings, notifications and advertising. Handouts are assumed to not be required at these meetings. It is assumed that the City will provide formal meeting minutes and updates and notifications to City website, as required.
4. Consultant will coordinate with the FID and obtain an Encroachment Permit for the project field investigations and for the project construction on behalf of the City. The City will pay all FID Encroachment Permit Fees. The City will coordinate any License Agreements for maintenance, operations and right-of-way with the FID.
5. Consultant will prepare Special Provisions/Technical Specifications (Caltrans Division 2 through 10) utilizing Caltrans 2015 Standard Special Provisions (SSPs). Caltrans 2015 Standard Specifications and 2015 Standard Plans will be referenced in the design. City shall prepare all necessary Boilerplate specifications. Consultant will provide Bid item List and assist with calculation of liquidated damages for inclusion in City Boilerplate.
6. Formal Caltrans Value Engineering services will not be required since the project is less than the \$40 million per bridge project threshold. BCA recommends that the City retain their Construction Management firm prior to completion of the 90% PS&E submittal and that the City has their CM firm perform a constructability, bidability and cost verification of the 90% plans, specifications and estimate.
7. During boundary surveys, any conflicts or alternate evidence may trigger the need to file a record of survey map. Should such a conflict or evidence occur, work shall be immediately stopped and the project team shall be notified. Work shall continue when an agreement has been reached on path forward and additional budget for a record of survey map has been secured.
8. The City will provide property appraisal and acquisition services for the right-of-way and easements required for the project.
9. The City will coordinate and pay for the reproduction costs of printing the final bidding and construction documents.
10. The City will advertise, process bids and award construction contract.
11. The City will distribute any required addenda.
12. The City will provide construction contract administration services.

ENTERPRISE CANAL CLASS 1 TRAIL / SIGNATURE PEDESTRIAN BRIDGE OVER SR 168 - MASTER PROJECT SCHEDULE

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Consultant Task City Task Milestone Summary

Exhibit B
Cost Proposal

PEDESTRIAN BRIDGE OVER SR 168/ENTERPRISE CANAL

Budget: By Phase and Task

PHASE I		Budget Per Task
Design Tasks		
Task 1	Project Management	\$85,599
Task 1 A	Contract Administration	\$28,373
Task 1 B	Project Control	
	Project Implementation Plan	\$3,385
	Critical Path Method (CPM) Schedule	\$1,422
	QA/QC Program	\$4,349
	Risk Management Plan	\$1,750
	Caltrans Cooperative Agreement and Local Programs Compliance	\$5,640
Task 1 C	Project Communication	\$12,066
Task 1 D	Project Meetings	\$28,615
Task 2	Project Report	\$185,049
Task 2 A	Data Collection	\$5,513
	Aerial Photos and Digitized Topographic Mapping (10 PTR)	\$3,164
	Site Visit Notes, Representative Photos and Field Measurements	\$4,838
	Permission to Enter (PTE) Permits	\$3,900
Task 2 B	Structural Design and Architectural Aesthetics Evaluation Study with 4 , 3D renderings	\$22,099
	4 additional rendering (if needed)	\$0
Task 2 C	Perform Preliminary Engineering (30% Design)	
	Develop Bridge Concepts and Trail Alternatives	\$26,496
	Bridge Advanced Planning Study (APS)	\$9,915
	Materials for and attendance at 2 Public Workshop, Planning Commission and City Council Presentation	\$37,830
	Administrative Draft and Final Design Exception Factsheets (if needed)	\$0
	Preliminary Engineering Plans and Cost Estimate	\$29,955
	Draft and Final Project Approval Report	\$41,339
Task 3	CEQA and NEPA Environmental Document	\$52,954
Task 3 A	Environmental Scoping Memo	\$4,908
Task 3 B	Technical Studies	
	*Construction Air Quality and Greenhouse Gas Emissions Memorandum	\$3,164
	*Construction Noise Analysis Memorandum	\$3,164
	*Visual Impact Assessment (if needed)	\$0
Task 3 C	CEQA (IS/MND and MMRP)	\$38,422
Task 3 D	NEPA (Categorical Exclusion)	\$3,296
Task 4	PLANS, SPECIFICATIONS AND ESTIMATES	\$63,252
Task 4 A	Surveying and Mapping:	
	Boundary Surveys, Right of Way Mapping and Title Reports	\$19,221
Task 4 B	Geotechnical Foundation Draft Report (no borings) & Site Investigation Report	\$35,065
Task 4 C	Right of Way and Utilities:	
	Right of Way Requirements Mapping and Matrix	\$4,864
	Utility Research	\$4,102
Subtotal Budget		\$386,855.07
Reimbursable Costs		
	Plotting, Shipping, Mailing, Aerial Topo, 10 Title Reports	\$35,500
	Anticipated Salary Increases	\$9,458
GRAND TOTAL PHASE I		\$431,813

PHASE II		Budget
		Per Task
Design Tasks		
Task 1	Project Management	\$60,344
Task 1 A	Monthly Progress Report/Payment Invoices	\$28,373
Task 1 B	Project Control	
	Critical Path Method (CPM) Schedule	\$846
	Caltrans Cooperative Agreement and Local Programs Compliance	\$4,488
Task 1 D	Project Meetings	\$26,636
Task 4	PLANS, SPECIFICATIONS AND ESTIMATES	\$679,745
Task 4 A	Preliminary Engineering (35% Plans and Estimate) and Technical Reports:	
	Drainage Report and Storm Water Data Report	\$8,591
	Geotechnical Foundation Report	\$33,075
	Nonlinear Time History Analysis (if needed) - Cable Supported Structure	\$0
	Lane Closure Report	\$2,978
	Hydro-Modification Plan (if needed)	\$0
	Transportation Management Plan	\$1,044
	Roadway and Trail Geometric Plans	\$7,436
	Bridge General and Foundation Plan	\$22,080
	Bridge Type Selection Report	\$15,818
	35% PS&E Submittal	\$55,977
Task 4 B	65% Plans, Specifications and Estimate (65% PS&E):	
	Resolve and incorporate all City and Caltrans 35% Comments	\$9,583
	Landscape Architectural Plans	\$24,461
	Roadway and Trail Plans	\$6,776
	Bridge Plans	\$71,265
	Lighting and Electrical Plans	\$27,472
	Technical Special Provisions	\$20,899
	Construction Quantities and Cost Estimate	\$25,031
	Structural Calculations	\$56,291
	Cable Supported Structure & Non-Linear Analysis (if needed)	\$0
	65% PS&E Submittal	\$34,732
Task 4 C	Right of Way and Utilities:	
	Plats and Legals	\$36,933
	Utility Relocation Coordination	\$4,216
	Utility Agreements	\$2,081
Task 4 D	95% Plans, Specifications and Estimate (95% PS&E):	
	Resolve and incorporate all City and Caltrans 65% Comments	\$14,125
	Independent Design Team Check of PS&E	\$50,265
	Additional Effort for Cable Supported Structure (if needed)	\$0
	95% PS&E Submittal	\$70,448
Task 4 E	Final Plans, Specifications and Estimate (100% PS&E):	
	Resolve and incorporate all City and Caltrans 95% Comments	\$11,714
	100% (Final) PS&E Submittal	\$44,532
	Additional Effort for Cable Supported Structure (if needed)	\$0
	Bid Document Submittal	\$21,923
Task 4 F	Permit (if needed)	\$0
Subtotal Budget:		\$740,059
Reimbursable Costs		
	Plotting, Shipping, Mailing, Geotech Borings, Study of Wind Effects (if needed) and Phase II - ISA (if needed)	\$29,165
	Anticipated Salary Increases	\$6,912
GRAND TOTAL PHASE II		\$776,166
GRAND TOTAL ALL PHASES		\$1,207,980

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

X Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantConsultant Biggs Cardosa Associates, Inc.Project No. Enterprise Canal Trail / Signature Ped Bridge

Contract No. _____

Date 9/18/2018**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal In-Charge*	M. Thomas	48	\$98.08	\$4,658.80
Project Manager*	M. Harms	304	\$98.08	\$29,816.32
Bridge Architecture*	R. Phillips	194	\$63.82	\$12,381.08
Structures Lead*	M. Bodemar	255	\$60.87	\$15,506.63
Engineering Manager	S. Sumpter	758	\$52.21	\$39,549.08
Structures Engineer	E. Pfeifer	707	\$51.06	\$36,099.42
Staff Engineer	R. Martinez	1,250	\$36.64	\$45,781.68
QC Lead Engineer	R. Sanguinetti	170	\$59.42	\$10,101.40
QC Engineer	L. Williams	427	\$32.02	\$13,672.54
Computer Drafter	D. Mancini	543	\$40.24	\$21,850.32
Admin Services	C. James	104	\$46.15	\$4,799.60

LABOR COSTS

4758.25

a) Subtotal Direct Labor Costs

\$234,216.87

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

\$3,747.47

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

\$237,964.34

INDIRECT COSTSd) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)]

\$0.00

f) Overhead (Rate: 150.70%)

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

\$358,612.26

h) General and Administrative (Rate: 0.00%)

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

\$0.00

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

\$358,612

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

\$59,658

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Plotting & Reproduction (22x34)	450	EA	\$9.62	\$4,329.00
Plotting & Reproduction (11x17)	1900	EA	\$2.08	\$3,952.00
Overnight Mail Service (Submittals)	30	EA	\$31.80	\$954.00
Overnight Mail Service (Documents)	100	EA	\$8.50	\$850.00

l) TOTAL OTHER DIRECT COSTS

\$10,085

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

Subconsultant 1:	Drake Haglan and Associates	\$266,492
Subconsultant 2:	ESP Surveying	\$70,620
Subconsultant 3:	MIG Inc.	\$49,666
Subconsultant 4:	Parikh Consultants	\$85,419
Subconsultant 5:	LightSwitch Inc.	\$39,422
Subconsultant 6:	Alliance Engineering Consultants	\$30,041

m) TOTAL SUBCONSULTANTS' COSTS

\$541,661

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

\$551,746

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

\$1,207,980

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 cost must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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
\$234,216.87	4758.25	=	\$49.22	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	\$49.22	+	4.0%	=	\$51.19	Year 2 Avg Hourly Rate
Year 2	\$51.19	+	4.0%	=	\$53.24	Year 3 Avg Hourly Rate
Year 3	\$53.24	+	4.0%	=	\$55.37	Year 4 Avg Hourly Rate
Year 4	\$55.37	+	4.0%	=	\$57.58	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	60.00%	*	4758.3	=	2855.0	Estimated Hours Year 1
Year 2	40.00%	*	4758.3	=	1903.3	Estimated Hours Year 2
Year 3	0.00%	*	4758.3	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	4758.3	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	4758.3	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	4758.3	

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	\$49.22	*	2855	=	\$140,530.12	Estimated Hours Year 1
Year 2	\$51.19	*	1903	=	\$97,434.22	Estimated Hours Year 2
Year 3	\$53.24	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$55.37	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$57.58	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$237,964.34	
Direct Labor Subtotal before Escalation				=	\$234,216.87	
Estimated total of Direct Labor Salary Increase				=	\$3,747.47	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:

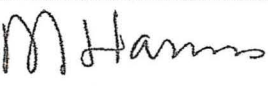
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost 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: Mahvash Harms Title *: Principal / Vice President

Signature:  Date of Certification (mm/dd/yyyy): 9/18/2018

Email: mharms@biggscardosa.com Phone Number: 559.449.8601 x1128

Address: 5250 N Palm Ave. Suite 200, Fresno CA 93704

*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:

Project Management Structural Engineering Bridge Architecture

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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 Drake Haglan & AssociatesProject No. Enterprise Canal Trail / Signature Ped Bridge

Contract No. _____

Date 9/18/2018**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Local Programs Compliance	D. Haglan	52	\$95.00	\$4,940.00
Civil Design Lead	G. Gross	229	\$71.00	\$16,259.00
Engineer Range B	P. Bradbury	396	\$48.67	\$19,273.32
Assistant Engineer Range A	M. Singh	822	\$36.23	\$29,781.06
Senior Environmental Manager	L. Haglan	32	\$70.39	\$2,252.48
Senior Planner Level 2	C. Redd	158	\$65.99	\$10,426.42
Senior Planner Level 1	L. Tisch	24	\$42.18	\$1,012.32
Assistant Planner Level 2	Z. Cornejo	260	\$28.12	\$7,311.20
				\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$91,255.80

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

\$1,460.09

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$92,715.89**INDIRECT COSTS**d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)] \$0.00

f) Overhead (Rate: 143.54%)

g) Overhead [(c) x (f)] \$133,084.39

h) General and Administrative (Rate: 0.11%)

i) Gen & Admin [(c) x (h)] \$101.99

j) **Total Indirect Costs [(e) + (g) + (i)]** \$133,186**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 %** \$22,590**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	6195	MILES	\$0.545	\$3,376.28
Outside Vender Printing & Reproduction	1	LS	\$1,600.00	\$1,600.00
U.S. Mail	25	EA	\$10.00	\$250.00
Overnight Mail Service	25	EA	\$30.00	\$750.00
Potholing (Not Included)	0	LS	\$0.00	\$0.00
Title Reports (If Needed)	3	EA	\$350.00	\$1,050.00
Air/GHG/Noise Studies	1	LS	\$10,973.72	\$10,973.72

l) **TOTAL OTHER DIRECT COSTS** \$18,000**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	_____
Subconsultant 2:	_____
Subconsultant 3:	_____
Subconsultant 4:	_____

m) **TOTAL SUBCONSULTANTS' COSTS** \$0n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$18,000**TOTAL COST [(c) + (j) + (k) + (n)]** \$266,492**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 cost must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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
\$91,255.80	1973	=	\$46.25	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	\$46.25	+	4.0%	=	\$48.10	Year 2 Avg Hourly Rate
Year 2	\$48.10	+	4.0%	=	\$50.03	Year 3 Avg Hourly Rate
Year 3	\$50.03	+	4.0%	=	\$52.03	Year 4 Avg Hourly Rate
Year 4	\$52.03	+	4.0%	=	\$54.11	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	60.00%	*	1973.0	=	1183.8	Estimated Hours Year 1
Year 2	40.00%	*	1973.0	=	789.2	Estimated Hours Year 2
Year 3	0.00%	*	1973.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1973.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1973.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1973.0	

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	\$46.25	*	1184	=	\$54,753.48	Estimated Hours Year 1
Year 2	\$48.10	*	789	=	\$37,962.41	Estimated Hours Year 2
Year 3	\$50.03	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$52.03	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$54.11	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$92,715.89	
	Direct Labor Subtotal before Escalation			=	\$91,255.80	
	Estimated total of Direct Labor Salary Increase			=	\$1,460.09	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 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: Dennis Haglan Title *: President

Signature:  Date of Certification (mm/dd/yyyy): 9/19/2018

Email: dhaqlan@drakehaglan.com Phone Number: 916-231-0968

Address: 11060 White Rock Rd, Suite 200, Rancho Cordova, CA 9570

*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:

Environmental
Local Programs Compliance
Civil Engineering

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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 ESP Surveying, IncProject No. Enterprise Canal Trail / Signature Ped Bridge

Contract No. _____

Date 9/18/2018**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Survey Manager	F. Mungia	50	\$55.00	\$2,750.00
Project Manager	D. Jordon	292	\$34.00	\$9,928.00
2-man Crew	Staff	56	\$78.41	\$4,390.96
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$17,068.96

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

\$273.10

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$17,342.06**INDIRECT COSTS**d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$0.00f) Overhead (Rate: 199.43%) g) Overhead [(c) x (f)] \$34,585.28h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00j) **Total Indirect Costs [(c) + (g) + (i)]** \$34,585**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 %** \$5,193**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Parcel Title Reports	10	EA	\$750.00	\$7,500
Additional Contiguous Parcel Under Same Ownership Chain	1	LS	\$880.00	\$880
Epril / Hyperlink Per Report	10	EA	\$50.00	\$500
Office Work	10	EA	\$112.00	\$1,120
Aerial Topography	1	LS	\$3,500.00	\$3,500

l) **TOTAL OTHER DIRECT COSTS** \$13,500**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	
Subconsultant 2:	
Subconsultant 3:	
Subconsultant 4:	
Subconsultant 5:	
Subconsultant 6:	

m) **TOTAL SUBCONSULTANTS' COSTS** \$0n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$13,500**TOTAL COST [(c) + (j) + (k) + (n)]** \$70,620**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 cost must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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
\$17,068.96	398	=	\$42.89	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	\$42.89	+	4.0%	=	\$44.60
Year 2	\$44.60	+	4.0%	=	\$46.39
Year 3	\$46.39	+	4.0%	=	\$48.24
Year 4	\$48.24	+	4.0%	=	\$50.17
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					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	60.00%	*	398.0	=	238.8	Estimated Hours Year 1
Year 2	40.00%	*	398.0	=	159.2	Estimated Hours Year 2
Year 3	0.00%	*	398.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	398.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	398.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	398.0	

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	\$42.89	*	239	=	\$10,241.38	Estimated Hours Year 1
Year 2	\$44.60	*	159	=	\$7,100.69	Estimated Hours Year 2
Year 3	\$46.39	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$48.24	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$50.17	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$17,342.06	
	Direct Labor Subtotal before Escalation			=	\$17,068.96	
	Estimated total of Direct Labor Salary Increase			=	\$273.10	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 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: Joanne Espinosa Title *: CFO

Signature:  Date of Certification (mm/dd/yyyy): 9/18/2018

Email: info@espls.com Phone Number: 559-442-0883

Address: 2598 N. Miami Avenue, Fresno, CA 93727

*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:

Surveying
Topographic Mapping
Plats & Legals

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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 MIG Inc.Project No. Enterprise Canal Trail / Signature Ped Bridge

Contract No. _____

Date 9/18/2018**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	N. Noyola	115	\$37.07	\$4,263.05
Project Associate	G. Guidetti	115	\$27.88	\$3,206.20
Landscape Architect	J. Leal	150	\$45.67	\$6,850.50
Editor	J. Chaplick	8	\$56.49	\$451.92
Designer	R. Rhodi	40	\$30.79	\$1,231.60
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$16,003.27

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

\$256.05

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

\$16,259.32

INDIRECT COSTSd) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)]

\$0.00

f) Overhead (Rate: 166.51%)

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

\$27,073.40

h) General and Administrative (Rate: 0.00%)

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

\$0.00

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

\$27,073

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

\$4,333

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	0	LS	\$0.00	\$0
Postage, delivery, reproduction & printing	1	LS	\$2,000.00	\$2,000
Equipment Rental and Supplies	0	LS	\$0.00	\$0
Title Report	0	EA	\$0.00	\$0
Aerial Topography	1	LS	\$0.00	\$0

l) TOTAL OTHER DIRECT COSTS

\$2,000

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

Subconsultant 1:	
Subconsultant 2:	
Subconsultant 3:	
Subconsultant 4:	
Subconsultant 5:	
Subconsultant 6:	

m) TOTAL SUBCONSULTANTS' COSTS

\$0

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

\$2,000

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

\$49,666

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 cost must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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
\$16,003.27	428	=	\$37.39	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	\$37.39	+	4.0%	=	\$38.89	Year 2 Avg Hourly Rate
Year 2	\$38.89	+	4.0%	=	\$40.44	Year 3 Avg Hourly Rate
Year 3	\$40.44	+	4.0%	=	\$42.06	Year 4 Avg Hourly Rate
Year 4	\$42.06	+	4.0%	=	\$43.74	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	60.00%	*	428.0	=	256.8	Estimated Hours Year 1
Year 2	40.00%	*	428.0	=	171.2	Estimated Hours Year 2
Year 3	0.00%	*	428.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	428.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	428.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	428.0	

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	\$37.39	*	257	=	\$9,601.96	Estimated Hours Year 1
Year 2	\$38.89	*	171	=	\$6,657.36	Estimated Hours Year 2
Year 3	\$40.44	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$42.06	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$43.74	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$16,259.32	
Direct Labor Subtotal before Escalation				=	\$16,003.27	
Estimated total of Direct Labor Salary Increase				=	\$256.05	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:

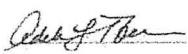
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management,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

Signature:  Date of Certification (mm/dd/yyyy): 9/18/2018

Email: atorreano@miqcom.com Phone Number: 510.845.7549

Address: 800 Hearst Avenue, Berkeley, CA 94710

*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:

Public Outreach
Landscape Architecture

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3**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. Enterprise Canal Trail / Signature Ped Bridge

Contract No. _____

Date 9/18/2018

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	G. Parikh	12	\$98.22	\$1,178.64
Senior Manager	D. Wang	36	\$71.19	\$2,562.84
Sr. Project Engineer	F. Wang	70	\$61.80	\$4,326.00
Project Engineer	E. Ortakci	100	\$45.89	\$4,589.00
Staff Engineer	J. Zhang	66	\$38.46	\$2,538.36
Field Engineer	Bhangoo	84	\$46.88	\$3,937.92
Laboratory Technician	N. Ahmad	64	\$34.08	\$2,181.12
Engineering Draftsperson	K. Ouyeng	56	\$37.18	\$2,082.08
				\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$23,395.96

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

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$23,395.96**INDIRECT COSTS**

d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)] \$0.00

f) Overhead (Rate: 150.00%)

g) Overhead [(c) x (f)] \$35,093.94

h) General and Administrative (Rate: 0.00%)

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

j) Total Indirect Costs [(e) + (g) + (i)] \$35,094**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 %** \$5,849**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit(s)	Unit Cost	Total
1a. Drill Permit	1	LS	\$500.00	\$500
2a. Drilling Costs-Truck rig per hour (PW)	56	HOUR	\$250.00	\$14,000
2a. Drilling Costs-Truck rig OT per hour (PW)	0	HOUR	\$350.00	\$0
2b. Mob Demob + mileage	8	EA	\$180.00	\$1,440
2c. Support vehicles	5	EA	\$270.00	\$1,350
2d. Materials, drums etc	8	EA	\$65.00	\$520
3. Grouting of holes & Bit Charge	580	EA	\$4.00	\$2,320
4. Traffic control NONE	0	LS	\$2,200.00	\$0
5. Cutting disposal (non-contaminated)	3	EA	\$250.00	\$750
6. Reproduction	2	EA	\$100.00	\$200

l) TOTAL OTHER DIRECT COSTS \$21,080**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:

m) TOTAL SUBCONSULTANTS' COSTS \$0**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$21,080**TOTAL COST [(c) + (j) + (k) + (n)]** \$85,419**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 cost must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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
\$23,395.96	488	=	\$47.94	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	\$47.94	+	4.0%	=	\$49.86
Year 2	\$49.86	+	4.0%	=	\$51.85
Year 3	\$51.85	+	4.0%	=	\$53.93
Year 4	\$53.93	+	4.0%	=	\$56.09
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					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	100.00%	*	488.0	=	488.0	Estimated Hours Year 1
Year 2	0.00%	*	488.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	488.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	488.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	488.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	488.0	

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	\$47.94	*	488	=	\$23,395.96	Estimated Hours Year 1
Year 2	\$49.86	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$51.85	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$53.93	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$56.09	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$23,395.96	
	Direct Labor Subtotal before Escalation			=	\$23,395.96	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	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 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/yyyy): 9/18/2018

Email: gparikh@parikhnet.com Phone Number: 452-9000 x101

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-H1 COST PROPOSAL Page 1 of 3

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 LightSwitch, Inc.Project No. Enterprise Canal Trail / Signature Ped Bridge

Contract No. _____

Date 9/18/2018

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	M. Maio	52	\$85.92	\$4,467.84
Project Designer	K. Roberson	128	\$74.84	\$9,579.52
Project Engineer	D. Teng	128	\$60.98	\$7,805.44
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$21,852.80b) Anticipated Salary Increases (see page 2 for sample) \$0.00c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$21,852.80

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$0.00f) Overhead (Rate: 64.00%) g) Overhead [(c) x (f)] \$13,985.79h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00j) Total Indirect Costs [(e) + (g) + (i)] \$13,986

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 % \$3,584

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	0	LS	\$0.00	\$0
Postage, delivery, reproduction & printing	0	LS	\$0.00	\$0
Equipment Rental and Supplies	0	LS	\$0.00	\$0
Permit Fees (itemize), boring, etc.	0	LS	\$0.00	\$0
Aerial Topography	0	LS	\$0.00	\$0

l) TOTAL OTHER DIRECT COSTS \$0

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

Subconsultant 1:	_____
Subconsultant 2:	_____
Subconsultant 3:	_____
Subconsultant 4:	_____
Subconsultant 5:	_____
Subconsultant 6:	_____

m) TOTAL SUBCONSULTANTS' COSTS \$0n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$0TOTAL COST [(c) + (j) + (k) + (n)] \$39,422

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 cost must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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
\$21,852.80	308	=	\$70.95	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	\$70.95	+	4.0%	=	\$73.79	Year 2 Avg Hourly Rate
Year 2	\$73.79	+	4.0%	=	\$76.74	Year 3 Avg Hourly Rate
Year 3	\$76.74	+	4.0%	=	\$79.81	Year 4 Avg Hourly Rate
Year 4	\$79.81	+	4.0%	=	\$83.00	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	100.00%	*	308.0	=	308.0	Estimated Hours Year 1
Year 2	0.00%	*	308.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	308.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	308.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	308.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	308.0	

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	\$70.95	*	308	=	\$21,852.80	Estimated Hours Year 1
Year 2	\$73.79	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$76.74	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$79.81	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$83.00	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$21,852.80	
Direct Labor Subtotal before Escalation				=	\$21,852.80	
Estimated total of Direct Labor Salary Increase				=	\$0.00	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 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 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: Mike Maio Title *: Director of Lighting Design

Signature:  Date of Certification (mm/dd/yyyy): 9/18/2018

Email: mmaio@lightswitch.net Phone Number: (415) 332 7284

Address: 1319 Bridgeway, Sausalito CA. 94965

*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:

Architectural Lighting

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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 Alliance Engineering ConsultantsProject No. Enterprise Canal Trail / Signature Ped Bridge

Contract No. _____

Date 9/18/2018**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal In-Charge	K. Ngai	28	\$72.11	\$2,019.08
Project Engineer	D. Clow	82	\$57.69	\$4,730.58
Assistant Engineer	S. Prasad	28	\$47.00	\$1,316.00
CAD Designer	C. Basuki	84	\$39.00	\$3,276.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$11,341.66

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

\$181.47

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

\$11,523.13

INDIRECT COSTSd) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)]

\$0.00

f) Overhead

(Rate: 137.00%)

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

\$15,786.68

h) General and Administrative

(Rate: 0.00%)

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

\$0.00

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

\$15.787

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

\$2,731

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	0	LS	\$0.00	\$0
Postage, delivery, reproduction & printing	0	LS	\$0.00	\$0
Equipment Rental and Supplies	0	LS	\$0.00	\$0
Permit Fees (itemize), boring, etc.	0	LS	\$0.00	\$0
Aerial Topography	0	LS	\$0.00	\$0

l) TOTAL OTHER DIRECT COSTS

\$0

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

Subconsultant 1:

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

Subconsultant 5:

Subconsultant 6:

m) TOTAL SUBCONSULTANTS' COSTS

\$0

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

\$0

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

\$30,041

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 cost must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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
\$11,341.66	222	=	\$51.09	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	\$51.09	+	4.0%	=	\$53.13	Year 2 Avg Hourly Rate
Year 2	\$53.13	+	4.0%	=	\$55.26	Year 3 Avg Hourly Rate
Year 3	\$55.26	+	4.0%	=	\$57.47	Year 4 Avg Hourly Rate
Year 4	\$57.47	+	4.0%	=	\$59.77	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	60.00%	*	222.0	=	133.2	Estimated Hours Year 1
Year 2	40.00%	*	222.0	=	88.8	Estimated Hours Year 2
Year 3	0.00%	*	222.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	222.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	222.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	222.0	

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	\$51.09	*	133	=	\$6,805.00	Estimated Hours Year 1
Year 2	\$53.13	*	89	=	\$4,718.13	Estimated Hours Year 2
Year 3	\$55.26	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$57.47	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$59.77	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$11,523.13	
	Direct Labor Subtotal before Escalation			=	\$11,341.66	
	Estimated total of Direct Labor Salary Increase			=	\$181.47	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:

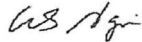
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management,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

Signature:  Date of Certification (mm/dd/yyyy): 9/19/2018

Email: ken@aec-engineers.com Phone Number: 408-970-9888

Address: 4701 Patrick Henry Drive, Santa Clara CA 95054

*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.

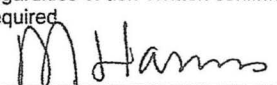
List services the consultant is providing under the proposed contract:

Electrical Engineering

Exhibit C
Disadvantaged Business Enterprises Commitment

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Clovis 2. Contract DBE Goal: 7%
 3. Project Description: Enterprise Canal Class I Trail / Signature Pedestrian Bridge over SR 168
 4. Project Location: Clovis, CA
 5. Consultant's Name: Biggs Cardosa Associates, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$1,207,980
 8. Total Dollar Amount for ALL Subconsultants: \$535,702 9. Total Number of ALL Subconsultants: 6


10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Surveying, ROW Mapping, Plats & Legals	12505	ESP Surveying 559.442.0883	\$70,620
Geotechnical Engineering	20259	PARIKH Consultants 408.690.8836	\$85,419
Electrical Engineering	32464	Alliance Engineering Consultants, Inc. 408.970.9888	\$30,041
Local Agency to Complete this Section			\$ 186,080
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			15.4 %
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ Mahvash Harms 17. Preparer's Name _____ Principal 19. Preparer's Title _____ 16. Date _____ 559.449.8686 18. Phone _____

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Clovis 2. Contract DBE Goal: 7%
 3. Project Description: Enterprise Canal Class I Trail / Signature Pedestrian Bridge over SR 168
 4. Project Location: Clovis CA
 5. Consultant's Name: Biggs Cardosa Associates 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Surveying, ROW Mapping, Plats & Legals	12505	ESP Surveying 559.442.0883	5.8%
Geotechnical Engineering	20259	PARIKH Consultants 408.690.8836	7.1%
Electrical Engineering	32464	Alliance Engineering Consultants, Inc. 408.970.9888	2.5%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	15.4 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="display: flex; justify-content: space-between;"> <div>  12. Preparer's Signature Mahvash Harms 14. Preparer's Name Principal/ Vice President 16. Preparer's Title </div> <div> 04/17/2019 13. Date 559.449.8686 15. Phone </div> </div>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



CITY *of* **CLOVIS**

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: June 10, 2019

CORRESPONDENCE – Correspondence is communication addressed to City Council that requests action.

None.

Please direct questions to the City Manager's office at 559-324-2060.



AGENDA ITEM NO: 16

City Manager: S

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: June 10, 2019

SUBJECT: Consider Approval – Res. 19-____, 2019-20 City of Clovis Annual Budget, and information regarding the Clovis Successor Agency

ATTACHMENTS: Res. 19-____

CONFLICT OF INTEREST

None.

RECOMMENDATION

Receive the 2019-20 City of Clovis Annual Budget and continue the public hearing for departmental review and comment; and adopt the budget resolution no later than June 30, 2019.

EXECUTIVE SUMMARY

According to the Municipal Code, the City Manager is responsible for providing the City Council with a recommended annual budget prior to commencement of the succeeding fiscal year and by no later than the third regular Council meeting in May. The Annual Budget is a plan for the financial operations of the City and includes a spending plan for all City operations, a five-year capital improvement program, and estimated revenues for the upcoming fiscal year.

The purpose of the budget is to enable the City Council to make financial plans for current and long-term expenditure needs, to insure that executive management is administering the plans as set forth, and to allow citizens and investors an opportunity to form opinions about the financial policies and administration of the City.

BACKGROUND

The 2019-20 Annual Budget is the spending plan for community investment in local services such as public safety, parks and recreation, transit, streets, water and sewer, and repairs/maintenance of public facilities. The Annual Budget is also the spending plan for investment in infrastructure of the community. The Annual Budget provides for a range of public services and focuses on those services that are essential to our citizens. Continuing prudent fiscal decisions and ongoing economic development initiatives enable the City to continue to maintain service levels and remain fiscally sustainable. The budget also includes technology improvements that will increase security and reliability of City technology systems, economic development initiatives, and continued improvements within the City's rights of way, and public facilities to implement greater accessibility for disabled citizens.

The General Fund Emergency Reserve is being maintained at 16.7%, or \$12.7 million set aside for unforeseen emergencies. The budget also includes \$60 million in City capital improvement projects. The City's General Fund budget is structurally balanced, current year revenues are equal to or greater than current year expenditures as proposed, and reflects maintaining a \$1.0 million unreserved fund balance to cover unanticipated revenue shortfall.

Budget highlights include:

- **Proposed Public Safety Enhancements.** Public safety is a core service to the City. The proposed budget recommends 109 sworn Police personnel and funding for extra help for Police cadets. The transfers to the Fleet Fund, along with other funding sources, will provide for the replacement of 25 vehicles in the Police Department during the budget year. The replacement of Police vehicles has been curtailed for several years so many of the current vehicles are well beyond their anticipated life. The new vehicles will help ensure that the Police Department has the reliable vehicles necessary to fulfill their mission. Funding is also included for the Police Department for a two-year replacement of ZETRON communications equipment. Now in year two, the Police Department is completing the project. The budget also includes funding to update the Police Department's Computer Aided Dispatch system. In addition, funding is included for continued design work associated with future Fire Station 6 in the City's Loma Vista area.
- **New Senior Center, Transit Center, and Fresno County Library.** City funds are budgeted to complete design and construction work for the new Senior Center and transit hub planned for at the Landmark Commons complex. On-site improvements are slated to commence in the winter and are expected to be complete by Spring of 2021. Pending approval of the county's regional library, the City will ensure that a pad area is made available to facilitate its future construction on-site. The new facilities will more than double the capacity of the library and senior center, and offer a new amenity to the community, a transit hub. This will bolster Old Town as the heart of Clovis

and leverage the investment the community has made in the trail system and Old Town. Fundraising and community support will be critical to seeing this project come to fruition.

- **Conduct Biennial National Citizen Survey.** The budget includes funding to perform the National Citizen Survey through the National Research Center and International City Management Association. The survey measures residents' opinions on a variety of aspects and characteristics of Clovis and on various services provided by the City. The results of the survey serve as a benchmark for comparison with other cities and with Clovis' past performance, and provide a basis for evaluating the efficacy of the allocation of funds to achieve the City's goals. This will be the fourth time that Clovis conducts the survey.
- **Parks and Landscape Maintenance.** Maintaining parks and landscape are a high priority for the City. Significant efforts will be made to balance available funding and resources with maintenance of the City greenscapes. With the expansion into the northwest and southeast areas, Heritage Grove and Loma Vista areas, the City will make major investments into new parks and landscapes that will look more native to the valley while reducing water consumption. The Heritage Grove and Village Green public landscaping will offer a well-maintained appearance and provide for extensive community use. One-half of the Village Green property has been dedicated to the City and the remainder is expected to be acquired this fiscal year.
- **Proposed Technology Enhancements.** The budget includes funding to increase the security and reliability of City technology systems. Funding is provided for an upgrade to the video network, an upgrade to the Police Department Computer Aided Dispatch (CAD) system, as well as additional funding for computer replacements. Proposed improvements also include continued upgrades to the City's virtualization system.
- **Provide for Americans with Disabilities Act (ADA) Compliancy.** The budget provides for continued improvements within the City's rights-of-way and public facilities to implement greater accessibility for disabled citizens. Projects in this year's budget include removing barriers in the public rights-of-way for greater pedestrian access.
- **Provide for Continued Street Repair, Overlay and Reconstruction.** The budget includes \$16.7 million in projects, funded with a combination of Measure C, gas excise taxes, SB1 funding, competitive Federal and State grants, and development fees. Clovis is projected to receive \$1.9M in SB1 funds for street maintenance in 2019-20. These funds will provide funding for several projects including: Fowler Avenue between Barstow and Shaw, Minnewawa Avenue between Shepherd and Teague, Villa Avenue between Barstow and Shaw, and the design of other projects on Gettysburg, Bullard and Armstrong Avenues. The funding will also allow two positions to be added

to the Streets Maintenance Section, which represent the first increase in street maintenance staff since 2005. The budget also includes other significant street projects that are not funded by SB1, including projects on Armstrong, Sunnyside, Villa, Herndon and Nees Avenues, a traffic signal at Shepherd and Minnewawa, the extension of Owens Mountain Parkway, and repairs to various neighborhood streets citywide.

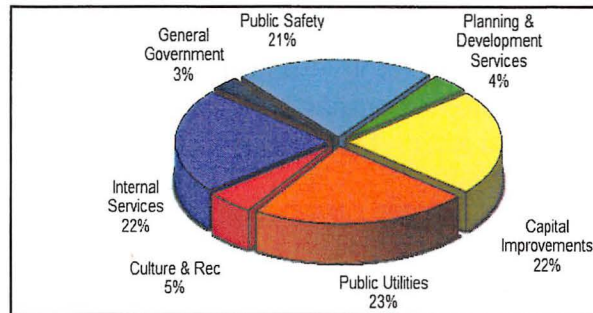
- **Economic Development Investments.** Staff will be actively working on attracting commercial and industrial businesses to Clovis to add jobs and revenues to the City. Staff will continue to make strategic marketing efforts aimed at top revenue producing businesses to support the financial needs of the City. Relationships are being developed with critical development partners in the community and assisting projects through the development process. Staff will also be working with regional partners to develop entrepreneurial and small business growth resources. Staff will continue a focused marketing effort on reinforcing Clovis as a medical hub for services, education, and research leverage with the expansion of Clovis Regional Medical Center and the expansion of California Health Sciences University.
- **Affordable Housing Programs Continuing.** Home Rehabilitation Grants will continue along with down-payment assistance programs that include a \$1.0M grant awarded to the City. Staff will be working on creating an opportunity with funds that have been budgeted from the Redevelopment Housing Successor Agency to allow affordable housing development projects to occur.
- **Provide Targeted Code Enforcement to Advance the Strategies of the Southwest Neighborhood Revitalization Plan.** This is a long-term effort to improve community appearance and neighborhood stabilization through owner housing rehabilitation and repairs, public street improvements, and active code enforcement.
- **Maintain the General Fund Emergency Reserve of at Least 15% of Annual Operating Expenditures.** The Emergency Reserve is 16.7% (of General Fund Expenditures), or \$12.7M, set aside this year for unforeseen emergencies. The City's auditors recommended a target amount of 20%-25% as a prudent reserve for a city operation the size of Clovis. This fund is for catastrophic and unexpected losses. Utilization of these funds requires a 4/5ths vote of the City Council.
- **Continued Use of Volunteers Throughout the City.** Volunteers continue to be an important aspect of our service delivery. In 2018-19, the City relied on 403 volunteers to support senior and recreation services as well as animal shelter services, parks, Police patrol, and Fire services. Police Reserve Officers and Volunteers in Police Services (VIPS) are also very successful in assisting Police Officers with administrative support in records, investigations, and active field patrol. Citizen Emergency Response Team (CERT) volunteers provide a support function to on-scene firefighters and citizens.

Police and Fire Explorer volunteers also provide valuable service to the community while learning skills for future careers. Public Utilities uses 75 volunteers each year to help maintain park facilities. Habitat for Humanity builds homes for low-income families within Clovis. Volunteer service to the community may be the greatest gift that our citizens have given over the years and, due to the contribution of their time, enhanced the City's service levels.

The 2019-20 Annual Budget for all funds, which totals \$268.7 million, is balanced by the use of current revenues, anticipated rate increases, and capital reserves. This budget represents a 6.5% increase compared to estimated expenditures for 2018-19 due primarily to increases in operational costs.

A summary of expenditures by function is provided below:

General Government	\$ 7,484,500
Public Safety	56,724,400
Planning & Development Services	11,760,100
Capital Improvements	60,056,000
Public Utilities	60,862,400
Culture & Rec.	13,995,700
Internal Services	57,829,400
TOTAL	<u>\$ 268,712,500</u>



The General Fund which is the only source of discretionary funding used for basic government services such as public safety, streets, parks, recreation and senior services, is budgeted to increase 8.2% above estimated expenditures for 2018-19. Department budgets are proposed to increase due to budget increases for core services as well as additional salary and benefit costs. Total current revenue in the General Fund is estimated at \$76.4 million and expenditures of \$76.4 million are being proposed.

The Executive Summary and Introduction Sections of the Annual Budget provides an overview of the important goals, target actions, resulting projects, and fiscal overview addressed within the budget. The Annual Budget presented to the City Council addresses the goals by which the community will measure its success, meets the most essential service needs for the community, provides substantial investment in planned maintenance of sewer, water, and street facilities, directs resources to economic development and support for job creation, continues the effort to plan for the community, and is balanced, with prudent emergency reserve funding set aside, as requested by the Council. For these reasons, the budget is recommended for consideration and adoption by the City Council.

Attached to the May 20 staff report is the Budget Document containing additional summary narratives, details of revenues, expenditures, personnel, and debt and capital projects.

FISCAL IMPACT

In accordance with the Municipal Code, and in compliance with State law, the City Council is required to adopt a balanced, annual budget for each fiscal year by June 30. The Annual Budget provides a spending plan for the upcoming year that is balanced with expenditures kept in line with revenues, includes a five-year capital investment plan for the community, includes a prudent reserve of funds for emergencies and unforeseen events, and authorizes position allocations, all as approved by the Council.

REASON FOR RECOMMENDATION

The City Council must conduct a public hearing to provide an opportunity for the public to comment on the proposed Annual Budget; must review the proposal to determine that the financial plan fairly represents the fiscal policies and priorities of the City Council; and is required by local ordinance, in compliance with State law, to adopt a balanced budget by no later than June 30, 2019. If the Council fails to adopt a budget by that date, then the City Manager's proposed budget will automatically become effective to avoid any interruption in City operations but no capital projects or capital purchases would be allowed until final action by the City Council.

ACTIONS FOLLOWING APPROVAL

On May 20, 2019, the 2019-20 City of Clovis Annual Budget was presented and recommending opening the public hearing for departmental review and comment, continue the public hearings to June 10, 2019, and adopt the budget resolution no later than June 30, 2019. Copies of the recommended Annual Budget were available for review by the public by May 16, 2019 at the Clovis Branch of the Fresno County Library, at City Hall, and on the City's website found at www.cityofclovis.com.

Prepared by: John Holt, Assistant City Manager JK

Submitted by: Luke Serpa, City Manager LS

RESOLUTION 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2019-2020, ORDERING TRANSFERS, AND ADOPTING THE SUMMARY OF APPROPRIATIONS BY FUND AND DEPARTMENT AND OTHER NECESSARY ACTIONS RELATED TO APPROVING THE 2019-2020 BUDGET

WHEREAS, the City Council is required to adopt the Budget by June 30 of each year; and

WHEREAS, the Council has conducted a public hearing on the recommended 2019-2020 Budget; and

WHEREAS, the adoption of Proposition 111 on June 5, 1990, requires the Council adopt an Appropriation Limit; and

WHEREAS, the Council intends to establish the City's Appropriation Limit in conformance with the provisions of Proposition 111; and

WHEREAS, the City Council finds it necessary to adopt the 2019-2020 Budget.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Clovis as follows:

1. The 2019-2020 Annual Budget and corresponding Personnel Allocation are approved.
2. The City Council approves and orders the transfer of monies in and out of various funds as set forth in the "Notes to Resources and Appropriations Summary" of said 2019-2020 Budget Book.
3. The "Summary of Expenditures/Expenses 2019-2020 by Department within Fund-Legal Level of Budgetary Control" attached as Exhibit "A" is approved.
4. The Appropriation Limit as calculated and shown on Page 13 of the 2019-2020 Budget book is approved for \$297,053,411.
5. The Council orders that any budget savings or unanticipated revenue be transferred to reserves in accordance with the Appropriation Limit.
6. Any amendments to the appropriations as may be subsequently approved by the Council shall be in conformance with Section 2-8.11, Section 2-8.13 and Section 2-8.17 of the Clovis Municipal Code.

7. The City Council orders that \$12,700,000 of the Fund Balance from the City's General Fund be designated as Emergency Reserve.
8. The City Council approves the Five-Year Capital Improvement Program that is included within the Annual Budget.
9. The existing Monthly Salary Schedules by bargaining group are attached as Exhibit "B". Salary negotiations are currently in process and upon completion, an amended resolution will be presented for adoption.
10. The Clovis Redevelopment Successor Agency's information is included in the City budget and accounting systems for administrative purposes and is shown on Exhibit A.
11. The City Council will waive the approved 3% annual increase in sewer user rates and will continue to refund \$3.65 per month, one half of the \$7.30 per month sewer bond surcharge thereby adopting the fees itemized in Exhibit C.
12. The City Council will implement the approved annual 4% increase in rates for residential recycling and greenwaste, and will waive the annual 4% increase for residential and commercial refuse rates and instead increase these rates by 2% as shown in Exhibit D.
13. The City Council will implement the approved 3% annual increase in water user rates thereby adopting the fees itemized in Exhibit E. The non-drought rates on Exhibit E will be in effect for 2019-2020.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 10, 2019, the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: June 10, 2019

Mayor

City Clerk

CITY OF CLOVIS
CEA - Monthly Salary Schedule - July 1, 2018

Unit 5

Revised 7/1/18

3.5% Wage Increase (Add'l 1% Equity Adjustment - Custodian)

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
5060	Administrative Assistant	490	4,643	4,875	5,119	5,375	5,644
5375	Custodian	090	3,289	3,453	3,626	3,807	3,997
5670	Office Assistant	130	3,248	3,410	3,581	3,760	3,948
5795	Principal Account Clerk	340	4,052	4,255	4,468	4,691	4,926
5805	Principal Office Assistant	340	4,052	4,255	4,468	4,691	4,926
5826	Recreation Leader	040	2,700	2,835	2,977	3,126	3,282
5830	Recreation Specialist	310	3,969	4,167	4,375	4,594	4,824
5850	Senior Account Clerk	250	3,712	3,898	4,093	4,298	4,513
5840	Sr Center Nutrition Services Worker	180	3,352	3,520	3,696	3,881	4,075
5930	Senior Custodian	110	3,705	3,890	4,085	4,289	4,503

CITY OF CLOVIS

CFFA Monthly Salary Schedule - July 1, 2018

Revised 7/1/18

3.5% Wage Increase

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
2125	Firefighter (Base)	100	6,142	6,449	6,771	7,110	7,466
2150	Firefighter (2.5%) Ed Incent		6,296	6,610	6,940	7,288	7,653
MOU 30.2	30 Fire Science Units	CDH 1120	154.00	161.00	169.00	178.00	187.00
		PP	77.00	80.50	84.50	89.00	93.50
2175	Firefighter (5.0%) Ed Incent		6,453	6,775	7,114	7,470	7,844
MOU 30.2	Fire Certification or	CDH 1121	311.00	326.00	343.00	360.00	378.00
	AA, AS, BA, BS Degree	PP	155.50	163.00	171.50	180.00	189.00
2425	Firefighter Lateral	100	6,142	6,449	6,771	7,110	7,466
2450	Firefighter (2.5%) Ed Incent		6,296	6,610	6,940	7,288	7,653
MOU 30.2	30 Fire Science Units	CDH 1120	154.00	161.00	169.00	178.00	187.00
		PP	77.00	80.50	84.50	89.00	93.50
2475	Firefighter (5.0%) Ed Incent		6,453	6,775	7,114	7,470	7,844
MOU 30.2	Fire Certification or	CDH 1121	311.00	326.00	343.00	360.00	378.00
	AA, AS, BA, BS Degree	PP	155.50	163.00	171.50	180.00	189.00
2225	Fire Engineer (Base)	200	6,806	7,146	7,503	7,878	8,272
2250	Fire Engineer (2.5%) Ed In		6,976	7,325	7,691	8,075	8,479
MOU 30.2	30 Fire Science Units	CDH 1120	179.00	179.00	188.00	197.00	207.00
		PP	85.00	89.50	94.00	98.50	103.50
2275	Fire Engineer (5.0%) Educ Inc		7,150	7,508	7,883	8,277	8,691
MOU 30.2	Fire Certification or	CDH 1121	344.00	362.00	380.00	399.00	419.00
	AA, AS, BA, BS Degree	PP	172.00	181.00	190.00	199.50	209.50
2600	Fire Inspector (Base)	250	6,230	6,542	6,869	7,212	7,573
2610	Fire Inspector (2.5%) Educ In		6,386	6,706	7,041	7,392	7,762
MOU 30.2	30 Fire Science Units	CDH 1120	156.00	164.00	172.00	180.00	189.00
		PP	78.00	82.00	86.00	90.00	94.50
2620	Fire Inspector (5.0%) Educ Inc		6,546	6,874	7,217	7,577	7,956
MOU 30.2	Fire Certification or	CDH 1121	316.00	332.00	348.00	365.00	383.00
	AA, AS, BA, BS Degree	PP	158.00	166.00	174.00	182.50	191.50
2325	Fire Captain (Base)	300	7,953	8,351	8,769	9,207	9,667
2350	Fire Captain (2.5%) Educ Inc		8,152	8,560	8,988	9,437	9,909
MOU 30.2	30 Fire Science Units	CDH 1120	199.00	209.00	219.00	230.00	242.00
		PP	99.50	104.50	109.50	115.00	121.00
2375	Fire Captain (5.0%) Ed Inc		8,356	8,774	9,213	9,673	10,157
MOU 30.2	Fire Certification or	CDH 1121	403.00	423.00	444.00	466.00	490.00
	AA, AS, BA, BS Degree	PP	201.50	211.50	222.00	233.00	245.00
2200	Deputy Fire Marshal (Base)	350	8,550	8,978	9,427	9,898	10,393
2210	Deputy Fire Marshal 2.5% Ed In		8,764	9,202	9,663	10,145	10,653
MOU 30.2	30 Fire Science Units	CDH 1120	214.00	224.00	236.00	247.00	260.00
		PP	107.00	112.00	118.00	123.50	130.00
2220	Deputy Fire Marshal 5.0% Educ		8,983	9,432	9,905	10,399	10,919
MOU 30.2	Fire Certification or	CDH 1121	433.00	454.00	478.00	501.00	526.00
	AA, AS, BA, BS Degree	PP	216.50	227.00	239.00	250.50	263.00
2800	Fire Training Officer (Base)	350	8,550	8,978	9,427	9,898	10,393
2810	Fire Training Officer (2.5%)		8,764	9,202	9,663	10,145	10,653
MOU 30.2	30 Fire Science Units	CDH 1120	214.00	224.00	236.00	247.00	260.00
		PP	107.00	112.00	118.00	123.50	130.00
2820	Fire Training Officer (5.0%)		8,983	9,432	9,905	10,399	10,919
MOU 30.2	Fire Certification or	CDH 1121	433.00	454.00	478.00	501.00	526.00
	AA, AS, BA, BS Degree	PP	216.50	227.00	239.00	250.50	263.00

Deputy Fire Marshal and Fire Training Officer positions are filled by Fire Captains

CITY OF CLOVIS**CPOA - Monthly Salary Schedule - July 1, 2018**

Revised 7/1/18

3.5% Wage Increase (1% Equity Adjustment for Police Officers)
& New Salary Ranges for Corporals & Sergeants (Sideletter Agreement)

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
4025	Police Officer (Trainee)	100	3,844	4,036	4,238	4,450	4,673
4050	Police Officer (Recruit)	250	5,825	6,116	6,422	6,743	7,080
4125	Police Officer (Base)	300	6,613	6,944	7,291	7,656	8,039
4150	Police Officer (2.5%) Ed Inc		6,778	7,118	7,473	7,847	8,240
4175	Police Officer (5.0%) Ed Inc		6,944	7,291	7,656	8,039	8,441
4180	Police Officer (7.5%) Ed Inc		7,109	7,465	7,838	8,230	8,642
4225	Police Corporal (Base)	350	7,464	7,837	8,229	8,640	9,072
4250	Police Corporal (2.5%) Ed Inc		7,651	8,033	8,435	8,856	9,299
4275	Police Corporal (5.0%) Ed Inc		7,837	8,229	8,640	9,072	9,526
4280	Police Corporal (7.5%) Ed Inc		8,024	8,425	8,846	9,288	9,752
4325	Police Sergeant (Base)	400	8,604	9,034	9,486	9,960	10,458
4350	Police Sergeant (2.5%) Ed Inc		8,819	9,260	9,723	10,209	10,719
4375	Police Sergeant (5.0%) Ed Inc		9,034	9,486	9,960	10,458	10,981
4380	Police Sergeant (7.5%) Ed Inc		9,249	9,712	10,197	10,707	11,242

CITY OF CLOVIS

Unit 13

CPSEA - Monthly Salary Schedule - July 1, 2018

Revised 7/1/18

3.5% Wage Increase (1% Equity Adj for Animal Control Officer, Property Evidence Tech)

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
5076	Animal Control Officer	330	4,093	4,298	4,513	4,739	4,976
5081	Animal Services Aide	090	3,192	3,352	3,520	3,696	3,881
5301	Community Service Officer	460	4,658	4,891	5,136	5,393	5,663
5356	Crime Specialist	600	5,785	6,074	6,378	6,697	7,032
5481	Digital Forensic Analyst	760	6,775	7,114	7,470	7,844	8,236
5553	Fire Code Compliance Officer	650	6,198	6,508	6,833	7,175	7,534
5557	Fire Prevention Officer	550	5,093	5,348	5,615	5,896	6,191
5663	Lead Police Service Officer	565	5,479	5,753	6,041	6,343	6,660
5786	Police Service Officer	460	4,658	4,891	5,136	5,393	5,663
5809	Property and Evidence Technician	350	4,289	4,503	4,728	4,964	5,212
5558	* Senior Fire Prevention Officer	560	5,673	5,957	6,255	6,568	6,896
5976	Senior Property/Evidence Technician	440	4,752	4,990	5,240	5,502	5,777
5979	Senior Systems Video Analyst	760	6,775	7,114	7,470	7,844	8,236
5981	Systems Video Technician	390	4,233	4,445	4,667	4,900	5,145

CITY OF CLOVIS

Unit 12

CPTA - Monthly Salary Schedule - July 1, 2018

Revised 7/1/18

3.5% Wage Increase (Add'l 1% Equity Adjustment for Permit Technician)

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
5101	Assistant Engineer	750	7,093	7,448	7,820	8,211	8,622
5126	Assistant Planner	570	5,639	5,921	6,217	6,528	6,854
5151	Associate Planner	650	6,368	6,686	7,020	7,371	7,740
5176	Building Inspector	610	5,693	5,978	6,277	6,591	6,921
5161	Business Workflow Analyst	760	6,775	7,114	7,470	7,844	8,236
5526	Engineering Inspector	590	5,671	5,955	6,253	6,566	6,894
5551	Engineering Technician	450	4,642	4,874	5,118	5,374	5,643
5561	Geographic Info Sys Analyst	630	6,160	6,468	6,791	7,131	7,488
5564	Geographic Info Sys Specialist	555	5,144	5,401	5,671	5,955	6,253
5566	Geographic Info Sys Technician	390	4,233	4,445	4,667	4,900	5,145
5576	Housing Program Coordinator	780	6,954	7,302	7,667	8,050	8,453
5626	Junior Engineer	640	6,280	6,594	6,924	7,270	7,634
5681	Permit Technician	355	4,312	4,528	4,754	4,992	5,242
5726	Planning Technician I	370	4,232	4,444	4,666	4,899	5,144
5751	Planning Technician II	530	4,824	5,065	5,318	5,584	5,863
5776	Plans Examiner	590	5,671	5,955	6,253	6,566	6,894
5836	Redevelopment Technician	540	4,872	5,116	5,372	5,641	5,923
5901	Senior Building Inspector	690	6,431	6,753	7,091	7,446	7,818
5936	Senior Engineering Inspector	670	6,407	6,727	7,063	7,416	7,787
5951	Senior Engineering Technician	560	5,247	5,509	5,784	6,073	6,377

CITY OF CLOVIS

CPWEA - Monthly Salary Schedule - July 1, 2018

Revised 7/1/18

3.5% Wage Increase (Add'l 1% Equity Adjustment for Utility Worker)

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1040	Assistant Building Technician	600	5,102	5,357	5,625	5,906	6,201
1080	Asst Water Systems Technician	670	5,205	5,465	5,738	6,025	6,326
1130	Building Maintenance Leadworker	800	5,719	6,005	6,305	6,620	6,951
1140	Building Maintenance Worker	300	4,290	4,505	4,730	4,967	5,215
1160	Disposal Leadworker	800	5,719	6,005	6,305	6,620	6,951
1175	Electrician	900	6,113	6,419	6,740	7,077	7,431
1200	Equipment Mechanic	650	5,187	5,446	5,718	6,004	6,304
1240	Equipment Mechanic Assistant	450	4,826	5,067	5,320	5,586	5,865
1280	Equipment Operator	700	5,356	5,624	5,905	6,200	6,510
1320	Equipment Service Worker	300	4,290	4,505	4,730	4,967	5,215
1360	Fleet Maintenance Leadworker	800	5,719	6,005	6,305	6,620	6,951
1370	Fleet Maintenance Service Writer	350	4,518	4,744	4,981	5,230	5,492
1400	Landfill Leadworker	800	5,719	6,005	6,305	6,620	6,951
1440	Maintenance Leadworker	800	5,719	6,005	6,305	6,620	6,951
1480	Maintenance Worker	150	3,811	4,002	4,202	4,412	4,633
1520	Meter Reader	200	4,307	4,522	4,748	4,985	5,234
1540	Parks Equipment Mechanic	425	4,818	5,059	5,312	5,578	5,857
1560	Parks Maintenance Leadworker	800	5,719	6,005	6,305	6,620	6,951
1600	Parks Sr. Maintenance Worker	400	4,679	4,913	5,159	5,417	5,688
1640	Parts Clerk	350	4,518	4,744	4,981	5,230	5,492
1680	Sanitation Operator	250	4,248	4,460	4,683	4,917	5,163
1720	Senior Maintenance Worker	400	4,679	4,913	5,159	5,417	5,688
1760	Senior Sanitation Operator	550	4,955	5,203	5,463	5,736	6,023
1800	Street Sweeper Operator	500	4,765	5,003	5,253	5,516	5,792
1820	Utility Worker	100	2,944	3,091	3,246	3,408	3,578
1840	Water Systems Technician	850	5,832	6,124	6,430	6,752	7,090
1860	Water Treatment Plant Operator	850	5,832	6,124	6,430	6,752	7,090

CITY OF CLOVIS
CTFP - Monthly Salary Schedule - July 1, 2018
Revised 7/1/18

Unit 14

3.5% Wage Increase

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
5027	Accountant	710	6,466	6,789	7,128	7,484	7,858
5052	Accounting Systems Technician	510	4,680	4,914	5,160	5,418	5,689
5592	Information Technology Analyst	630	6,160	6,468	6,791	7,131	7,488
5594	Information Technology Specialist	555	5,144	5,401	5,671	5,955	6,253
5597	Information Technology Technician	390	4,233	4,445	4,667	4,900	5,145
5847	Senior Accountant	770	6,789	7,128	7,484	7,858	8,251
5857	Senior Accounting Systems Technician	560	5,247	5,509	5,784	6,073	6,377
5962	Senior Information Technology Analyst	760	6,775	7,114	7,470	7,844	8,236

CITY OF CLOVIS
MANAGEMENT (MSC) - Monthly Salary Schedule - July 1, 2018

Unit 6

Revised 7/1/18

3.5% Wage Increase (1% Equity Adjustment-Deputy City Planner, Information Tech Supervisor, Public Info Officer, Utilities Mgr)

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
6010	Accounting Supervisor	220	7,422	7,793	8,183	8,592	9,022
6020	Assistant City Manager/City Clerk	820	13,097	13,752	14,440	15,162	15,920
6100	Assist. Dir. Of Planning and Develop.	670	11,115	11,671	12,255	12,868	13,511
6050	Assistant Finance Director	640	10,794	11,334	11,901	12,496	13,121
6670	Assistant Public Utilities Director	640	10,794	11,334	11,901	12,496	13,121
6090	Associate Civil Engineer	370	8,539	8,966	9,414	9,885	10,379
6365	Battalion Chief	610	10,165	10,673	11,207	11,767	12,355
6150	Building Official	520	9,896	10,391	10,911	11,457	12,030
6220	Business Development Manager	280	8,174	8,583	9,012	9,463	9,936
6120	City Engineer	640	10,794	11,334	11,901	12,496	13,121
6160	City Manager	899	17,193	18,053	18,956	19,904	20,899
6780	City Planner	520	9,896	10,391	10,911	11,457	12,030
6180	Communications Supervisor	220	7,422	7,793	8,183	8,592	9,022
6270	Community & Economic Develop. Director	700	12,284	12,898	13,543	14,220	14,931
6225	Construction Manager	250	8,092	8,497	8,922	9,368	9,836
6228	Crime Analysis Supervisor	220	7,422	7,793	8,183	8,592	9,022
6235	Department Support Manager	385	8,552	8,980	9,429	9,900	10,395
6145	Deputy Building Official/Plan Checker	385	8,552	8,980	9,429	9,900	10,395
6430	Deputy City Manager	850	10,582	11,111	11,667	12,250	12,863
6230	Deputy City Planner	400	8,846	9,288	9,752	10,240	10,752
6240	Deputy Finance Director	580	10,325	10,841	11,383	11,952	12,550
6368	Deputy Fire Chief	670	11,115	11,671	12,255	12,868	13,511
6580	Deputy Police Chief	650	11,947	12,544	13,171	13,830	14,522
6540	Director of Planning & Development Serv	700	12,284	12,898	13,543	14,220	14,931
6255	Engineering Program Supervisor	220	7,422	7,793	8,183	8,592	9,022
6250	Executive Assistant	160	6,526	6,852	7,195	7,555	7,933
6280	Facilities Maintenance Supervisor	220	7,422	7,793	8,183	8,592	9,022
6330	Finance Director	700	12,284	12,898	13,543	14,220	14,931
6385	Fire Chief	730	12,293	12,908	13,553	14,231	14,943
6395	Fleet Manager	250	8,092	8,497	8,922	9,368	9,836
6410	General Services Director	700	12,284	12,898	13,543	14,220	14,931
6411	General Services Manager	460	9,544	10,021	10,522	11,048	11,600
6412	General Services Supervisor	220	7,422	7,793	8,183	8,592	9,022
6415	Housing Program Manager	280	8,174	8,583	9,012	9,463	9,936
6436	Information Technology Manager	460	9,544	10,021	10,522	11,048	11,600
6438	Information Technology Supervisor	230	7,647	8,029	8,430	8,852	9,295
6420	Management Analyst	190	6,717	7,053	7,406	7,776	8,165
6445	Parks Manager	250	8,092	8,497	8,922	9,368	9,836
6470	Personnel/Risk Manager	550	9,927	10,423	10,944	11,491	12,066
6480	Personnel Technician	100	5,260	5,523	5,799	6,089	6,393
6520	Plan/Develop Administrative Manager	460	9,544	10,021	10,522	11,048	11,600
6570	Police Captain	670	11,115	11,671	12,255	12,868	13,511
6600	Police Chief	820	13,097	13,752	14,440	15,162	15,920
6630	Police Lieutenant	625	10,451	10,974	11,523	12,099	12,704
6645	Police Services Manager	420	9,544	10,021	10,522	11,048	11,600
6675	Public Information Officer	195	6,920	7,266	7,629	8,010	8,411
6680	Public Utilities Director	790	12,867	13,510	14,186	14,895	15,640
6720	Records Supervisor	220	7,422	7,793	8,183	8,592	9,022
6730	Recreation Coordinator	130	5,581	5,860	6,153	6,461	6,784
6743	Recreation Supervisor	220	7,422	7,793	8,183	8,592	9,022
6790	Senior Planner	280	8,174	8,583	9,012	9,463	9,936
6835	Solid Waste Manager	250	8,092	8,497	8,922	9,368	9,836
6825	Special Projects and Life Safety Mgr	460	9,544	10,021	10,522	11,048	11,600
6845	Street Maintenance Manager	250	8,092	8,497	8,922	9,368	9,836
6850	Supervisor of Animal Services	220	7,422	7,793	8,183	8,592	9,022
6885	Transit Supervisor	220	7,422	7,793	8,183	8,592	9,022

CITY OF CLOVIS
MANAGEMENT (MSC) - Monthly Salary Schedule - July 1, 2018

Unit 6

Revised 7/1/18

3.5% Wage Increase (1% Equity Adjustment-Deputy City Planner, Information Tech Supervisor, Public Info Officer, Utilities Mgr)

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
6895	Utilities Manager	260	8,337	8,754	9,192	9,652	10,135
6950	Water Production Manager	250	8,092	8,497	8,922	9,368	9,836

CITY OF CLOVIS

Unit 11

TEBU - Monthly Salary Schedule - July 1, 2018

Revised 7/1/18

3.5% Wage Increase

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
5201	Bus Driver	150	3,315	3,481	3,655	3,838	4,030
5661	Lead Bus Driver	190	3,834	4,026	4,227	4,438	4,660
5986	Transit Dispatcher	250	3,899	4,094	4,299	4,514	4,740

EXHIBIT C

Clovis Sewer Monthly Charges

Residential Rates	7/1/19
SFR per unit	\$22.11
MFR & Mobile Home per unit	\$17.17
Pretreatment per residential unit	\$0.06
Sewer Bond Charge per residential unit	\$7.30
Rebate (2019-20) per residential unit	(\$3.65)
School Rates	
Elementary school per student	\$8.24
Middle school per student	\$12.14
High school per student	\$16.22
College per student	\$3.78
Pretreatment per school connection	\$3.95
Commercial Rates	
Low per 1,000 gallons	\$2.86
Medium per 1,000 gallons	\$3.22
High (markets, convenience, mortuaries)	\$6.84
High (bakeries, ice cream, restaurant, hotels)	\$6.80
Industrial Rates	
Low - per 1,000 gallons	\$2.86
High - per 1,000 gallons	\$2.299
High – per lb BOD	\$0.327
High - per lb SS	\$0.353
Minimum commercial or industrial flow charge per account	\$17.17
Pretreatment charge per commercial or industrial unit	
Category I	\$27.54
Category II	\$4.05
Category III	\$1.29
Sewer Bond Charge per school, commercial or industrial connection	\$7.30
Rebate per school, commercial or industrial connection	(\$3.65)

Exhibit D

Residential Curbside Refuse Rates:

Basic Service (96-gallon)	\$24.10
Basic Service (48-gallon)	\$22.89
Additional Service (96-gallon)	\$12.06

Residential Recycling Rates:

Basic Service (96-gallon)	\$3.94
Additional Service (96-gallon)	\$3.94

Residential Curbside Greenwaste Rates:

Basic Service (96-gallon)	\$5.78
Additional Service (96-gallon)	\$5.78

Commercial Refuse Rates:

1-yard commercial bin service:

No. of bins:	Once a week	Twice a week	Three times a week	Four times a week	Five times a week	Six times a week
1	\$67.85	\$135.71	\$203.56	\$271.25	\$339.28	\$406.80
2	\$149.28	\$271.25	\$406.80	\$542.51	\$678.22	\$813.76
3	\$223.93	\$406.80	\$610.36	\$813.76	\$1,017.16	\$1,220.73
4	\$271.25	\$542.51	\$813.76	\$1,085.19	\$1,356.44	\$1,627.69
5	\$339.28	\$678.22	\$1,017.16	\$1,356.44	\$1,695.37	\$2,034.66

2-yard commercial bin service:

No. of bins:	Once a week	Twice a week	Three times a week	Four times a week	Five times a week	Six times a week
1	\$118.82	\$237.33	\$356.15	\$474.82	\$593.31	\$711.97
2	\$237.33	\$474.82	\$711.97	\$949.63	\$1,186.96	\$1,424.29
3	\$356.15	\$711.97	\$1,068.14	\$1,424.29	\$1,780.11	\$2,136.28
4	\$474.82	\$949.63	\$1,424.29	\$1,898.95	\$2,373.76	\$2,848.42
5	\$594.82	\$1,186.96	\$1,780.11	\$2,373.76	\$2,967.08	\$3,560.57

3-yard commercial bin service:

No. of bins:	Once a week	Twice a week	Three times a week	Four times a week	Five times a week	Six times a week
1	\$176.33	\$352.65	\$529.14	\$705.46	\$881.78	\$1,057.77
2	\$352.65	\$705.46	\$1,057.77	\$1,410.09	\$1,763.24	\$2,115.88
3	\$630.75	\$1,057.77	\$1,514.37	\$2,115.88	\$2,644.62	\$3,174.16
4	\$705.46	\$1,410.59	\$2,115.88	\$2,821.34	\$3,526.63	\$4,232.10
5	\$881.78	\$1,763.24	\$2,645.02	\$3,526.63	\$4,408.25	\$5,289.87

Additional Service (extra bin):	\$34.53
Commercial Can Service:	\$33.87

EXHIBIT E

Clovis Water Rates Bi-Monthly		
	7/1/2019	7/1/2019
	Non-drought	Drought
Residential		
Dwelling Unit Charge	\$23.20	\$23.20
Water Use		
Tier 1 (0-23) (\$/kgal)	\$0.95	\$1.13
Tier 2 (23-40) (\$/kgal)	\$1.58	\$2.29
Tier 3 (40+) (\$/kgal)	\$1.94	\$2.90
Tarpey Unmetered (65kgal)-(63kgal)	\$116.46	\$145.00
Tarpey Large Lot	\$5.59	\$5.59
Tarpey Excess Use Charges (\$/kgal)	\$1.94	\$2.72
Commercial		
1" or smaller	\$18.68	\$18.68
1 1/2"	\$24.84	\$24.84
2"	\$34.31	\$34.31
3"	\$67.95	\$67.95
4"	\$170.92	\$170.92
6"	\$681.76	\$681.76
8"	\$1,208.51	\$1,208.51
10"	\$1,893.30	\$1,893.30
Commercial Water Use		
Tier 1 (0-23) (\$/kgal)	\$0.95	\$1.13
Tier 2 (23+) (\$/kgal)	\$1.29	\$1.52
Recycled Water		
2"	\$34.31	\$34.31
3"	\$67.95	\$67.95
4"	\$170.92	\$170.92
6"	\$681.76	\$681.76
8"	\$1,208.51	\$1,208.51
10"	\$1,893.30	\$1,893.30
Recycled Water Use (\$/kgal)	\$0.59	\$0.62
Construction Water	\$116.46	\$145.00