CITY OF CLAYTON
Founded 1857 . . . Incorporated 1964

AGENDA

REGULAR JOINT MEETING

* * *

CLAYTON CITY COUNCIL

and

OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)

* * *

TUESDAY, March 15, 2022

7:00 P.M.

*** NEW LOCATION***

This meeting is being held in accordance with AB 361, given the proclaimed state of emergency and the Contra Costa County Health Officer's recommendation for social distancing for public meetings, which is also consistent with Cal OSHA requirements for social distancing, the City Council will be participating in meetings via phone/video conferencing. The public is invited to watch and participate via the methods listed below:

Mayor: Peter Cloven
Vice Mayor: Holly Tillman

Council Members
Jim Diaz
Jeff Wan
Carl Wolfe

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review on the City's website at **www.claytonca.gov**
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at **www.claytonca.gov**
- Any writings or documents provided to a majority of the City Council after distribution of the Agenda Packet and regarding any public item on this Agenda is available for review on the City's website at **www.claytonca.gov**
- If you have a physical impairment that requires special accommodations to participate, please call the City Clerk's office at least 72 hours in advance of the meeting at (925) 673-7300.

Instructions for Virtual City Council Meeting – March 15

To protect our residents, officials, and staff, and aligned with the Governor's executive order to Shelter-at-Home, this meeting is being conducted utilizing teleconferencing means consistent with State order that that allows the public to address the local legislative body electronically.

To follow or participate in the meeting:

1. **Videoconference:** to follow the meeting on-line, click here to register: https://us02web.zoom.us/webinar/register/WN_suxMeIgbQNWPGzIqaBNXFw
   After clicking on the URL, please take a few seconds to submit your first and last name, and e-mail address then click "Register", which will approve your registration and a new URL to join the meeting will appear.

Phone-in: Once registered, you will receive an e-mail with instructions to join the meeting telephonically, and then dial Telephone: 877 853 5257 (Toll Free)

2. using the *Webinar ID* and *Password* found in the e-mail.

E-mail Public Comments: If preferred, please e-mail public comments to the City Clerk, Ms. Calderon at janetc@claytonca.gov by 5 PM on the day of the City Council meeting. All E-mail Public Comments will be forwarded to the entire City Council.

For those who choose to attend the meeting via videoconferencing or telephone shall have 3 minutes for public comments.

Location:

Videoconferencing Meeting (this meeting via teleconferencing is open to the public)
To join this virtual meeting on-line click here:
https://us02web.zoom.us/webinar/register/WN_suxMeIgbQNWPGzIqaBNXFw

To join on telephone, you must register in the URL above, which sends an e-mail to your inbox, and then dial (877) 853-5257 using the *Webinar ID* and *Password* found in the e-mail.

* CITY COUNCIL *

March 15, 2022

1. **CALL TO ORDER AND ROLL CALL** – Mayor Cloven.

2. **MEETING PROTOCOL VIDEO**– City Clerk

3. **PLEDGE OF ALLEGIANCE –** led by Councilmember Diaz.

4. **CONSENT CALENDAR**

Consent Calendar items are typically routine in nature and are considered for approval by one single motion of the City Council. Members of the Council, Audience, or Staff wishing an item removed from the Consent Calendar for purpose of public comment, question, discussion or alternative action may request so through the Mayor.

(a) Approve the minutes of the City Council's regular meeting of March 1, 2022. (City Clerk) (View here)

(b) Approve the Financial Demands and Obligations of the City. (Finance) (View here)

(c) Adopt a Resolution of the City Council of the City of Clayton Allowing for Video and Teleconference Meetings during the COVID-19 State of Emergency Under AB 361. (City Manager) (View here)

(d) A Resolution of the City Council of the City of Clayton: 1) Identifying Various Facilities and Equipment Replacement and Installations for the Application to the California Department of Parks and Recreation's Office of Grants and Local Services (OGAL), for Receipt of Grant Funds Pursuant to the Proposition 68 Recreational Infrastructure Revenue Enhancement (RIRE) Grant Program; 2) Establishing a Capital Improvement Project (CIP) for The Grove Facilities Enhancements (CIP 10455) in a Total Amount of $250,000; 3) Accepting and Appropriating to CIP 10455 $250,000 in Proposition 68 RIRE Grant Funds; and 4) Directing the City Manager to File a Notice of Exemption from the California Environmental Quality Act for the Project.
(Community Development Director) (View here)

(e) Establishing 2022/23 ERU Assessment Rate for Federal and State Mandated National Pollution Discharge Elimination System (NPDES) Program (Storm Water Pollution Prevention). (Assistant to the City Manager) (View here)

(f) Approval of 2022 "Classic Car Show & DJ" Wednesday Series at the City Parking Lot on Main Street. (Councilmember Diaz) (View here)

5. RECOGNITIONS AND PRESENTATIONS

(a) Proclamation declaring March as “Red Cross Month” in the City of Clayton. (Mayor Cloven) (View here)

6. REPORTS

(a) City Manager/Staff
(b) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

7. PUBLIC COMMENT ON NON - AGENDA ITEMS

Members of the public may address the City Council on items within the Council’s jurisdiction, (which are not on the agenda) at this time. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Mayor’s discretion. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

Public comment and input on Public Hearing, Action Items and other Agenda Items will be allowed when each item is considered by the City Council.

8. PUBLIC HEARINGS – None.

9. ACTION ITEMS

(a) Accounting Action Plan to Correct FY2020/21 Audit Findings. (Finance Director) (View here)

(b) Adopt a Resolution Appropriating American Rescue Plan Act (ARPA) funds for the Purchase and Implementation of the ClearGov Budget and Performance Management Software Platform. (Finance Director) (View here)

(c) FY2021/22 Mid-year Budget Review and Adoption of a Resolution Authorizing the Creation of a Separate Fund (232) for American Rescue Plan Act (ARPA) Revenues and Expenses. (Finance Director) (View here)

(d) Adopt A Resolution Approving a Professional Services Agreement with Anchor CM Through June 30, 2023 with up to Four One-year Renewals, for City Engineering Services, Authorizing the City Manager to Execute the Agreement and Appointing Larry Theis, PE As City Engineer for the City of Clayton. (City Manager) (View here)

(e) Update on the Contra Costa County Land Use Permit Revision Application Pertaining to the Amendment of the CEMEX Clayton Quarry Reclamation Plan and Availability of the Draft Environmental Impact Report (EIR) Prepared for the Project. (Community Development Director) (View here)

10. **CLOSED SESSION** – None.

11. **COUNCIL ITEMS** – limited to Council requests and directives for future meetings.

12. **ADJOURNMENT** - the next regularly scheduled City Council meeting will be April 5, 2022.

# # # # #

* OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT *
March 15, 2022

1. CALL TO ORDER AND ROLL CALL – Chair Diaz.

2. PUBLIC COMMENTS

Members of the public may address the District Board members on items within the Board's jurisdiction, (which are not on the agenda) at this time. To facilitate the recording, assure an orderly meeting and provide an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Chair's discretion. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Board may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

Public comment and input on Public Hearing, Action Items and other Agenda Items will be allowed when each item is considered by the Board.

3. CONSENT CALENDAR

Consent Calendar items are typically routine in nature and are considered for approval by the Board with one single motion. Members of the Board, Audience, or Staff wishing an item removed from the Consent Calendar for purpose of public comment, question or input may request so through the Chair.

(a) Approve the Board of Directors' minutes for its regular meeting December 7, 2021. (Secretary) (View here)

4. PUBLIC HEARINGS - None.

5. ACTION ITEMS

(a) Adopt a Resolution Approving a Professional Services Agreement with Anchor CM Through June 30, 2023 with up to Four One-year Extensions for Assessment District Management Services, Authorizing the City Manager to Execute the Agreement and Appointing Larry Theis, PE as General Manager for the Oakhurst Geological Hazard Abatement District. (City Manager) (View here)

6. BOARD ITEMS – limited to requests and directives for future meetings.

7. ADJOURNMENT – the next meeting of the GHAD Board of Directors will be scheduled as needed.

# # #

MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL

TUESDAY, March 1, 2022

1. **CALL TO ORDER THE CITY COUNCIL –** The meeting was called to order at 7:00 p.m. by Mayor Cloven on a virtual web meeting and telephonically (877) 853-5257. Councilmembers present: Mayor Cloven, Vice Mayor Tillman, and Councilmembers Diaz, Wan, and Wolfe. Councilmembers absent: None. Staff present: City Manager Reina Schwartz, City Attorney Mala Subramanian, and City Clerk/HR Manager Janet Calderon.

2. **MEETING PROTOCOL VIDEO** – City Clerk.

3. **PLEDGE OF ALLEGIANCE** – led by Councilmember Diaz.

4. **CONSENT CALENDAR**

Vice Mayor Tillman thanked the residents that applied for and were appointed to the Trails and Landscaping Committee.

It was moved by Councilmember Wolfe, seconded by Councilmember Wan, to approve the Consent Calendar items 4(a) – 4(i) as submitted. (Passed 5-0).

(a) Approved the minutes of the City Council's regular meeting of February 15, 2022. (City Clerk)

(b) Approved the Financial Demands and Obligations of the City. (Finance)

(c) Adopted Resolution No. 14-2022 of the City Council of the City of Clayton Allowing for Video and Teleconference Meetings during the COVID-19 State of Emergency Under AB 361. (City Manager)

(d) Adopted Resolution No. 15-2022 Appointing Nine (9) Citizens to the Trails and Landscaping Committee for terms of office commencing March 1, 2022 through December 31, 2023. (City Clerk)

(e) Adopted Resolution No. 16-2022 Acceptance of the 2021 General Plan Implementation and Housing Element Annual Progress Report. (Community Development Director)

(f) Adopted Resolution No. 17-2022 of the City Council of the City of Clayton: 1) Identifying the Replacement of the School-Age and Toddler Play Structures for the Application to the California Department of Parks and Recreation's Office of Grants and Local Services' (OGAL), for Receipt of Grant Funds Pursuant to the Proposition 68 Per Capita Grant Program; 2) Establishing a Capital Improvement Project (CIP) for Clayton

Community Park Playground Replacement (CIP 10454) in a Total Amount of $378,074; 3) Accepting and Appropriating to CIP 10454 $185,074 in Proposition 68 Per Capita Grant Funds for CIP 10454; 4) Accepting and Appropriating to CIP 10454 the Donation of $20,000 from Clayton Valley Concord Sunrise Rotary; 5) Appropriating $173,000 in Developer Impact Fees to CIP 10454; Delegating Authority to the City Manager or Designee to Execute Any Required Documents; and Directing the City Manager to File a Notice of Exemption from the California Environmental Quality Act for the Project. (Community Development Director)

(g) Adopted Resolution No. 18-2022 Approving an Agreement with Precision Civil Engineering for Preparation of Pre-Approved Accessory Dwelling Unit (ADU) Plans and an ADU Information Brochure, and Appropriating Funding for a Not-to-Exceed Amount of $54,500 in Reimbursable Funds from the Senate Bill 2 Planning Grants Program. (Community Development Director)

(h) Establish a City Council Ad Hoc CEMEX Committee. (City Manager)

(i) Adopted Resolution No. 19-2022 of the City Council of the City of Clayton Adopting a Notification of Intention to Comply with Senate Bill 1383, California's Short-Lived Climate Pollutant Reduction Law (Organic Waste Reduction Regulations). (Assistant to the City Manager)

5. RECOGNITIONS AND PRESENTATIONS

(a) Certificates of Recognition to public school students for exemplifying the "Do the Right Thing" character trait of "Self-Discipline" during the months of January and February 2022. (Mayor Cloven)

Councilmember Wolfe and Mt. Diablo Elementary School Principal Katie Sanchez and teachers Mrs. VanOutrive and Mrs. Erickson presented certificates to Ian Meyer and Mehar Nanwhan.

Councilmember Wolfe and Diablo View Middle School Principal Peter Fong presented certificates to Kaylee Abregana and Luka Sahin.

(b) Proclamation declaring March as "Irish-American Heritage Month" in the City of Clayton. (Mayor Cloven)

Mayor Cloven read the proclamation declaring March as "Irish-American Heritage Month".

(c) Proclamation declaring March as "National Women's History Month" in the City of Clayton. (Mayor Cloven)

Vice Mayor Tillman read the proclamation declaring March as "National Women's History Month".

(d) Proclamation declaring March 31, as "Cesar Chavez Day" in the City of Clayton. (Mayor Cloven)

Councilmember Diaz read the proclamation declaring March 31 as "Cesar Chavez Day".

6. REPORTS

(a) City Manager/Staff

City Manager Reina Schwartz provided a brief update on the Clayton Cares Program and advised in-person City Council meetings are expected to begin in April.

(b) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

Councilmember Wan called and emailed constituents.

Vice Mayor Tillman attended the CalCities Legislative Discussion Forum, met with the Mount Diablo Unified School District Superintendent at Northgate High School, attended the Mount Diablo Unified School District board meeting, attended the Clayton Business and Community Association general membership meeting, attended the local elected woman's luncheon, assembled and distributed door hangers in the community.

Councilmember Diaz attended the Clayton Business and Community Association general membership meeting, met with the City Manager, met with the Police Chief, and announced Bob Hoyer, first Mayor of Clayton will be celebrating his 101st birthday on March 17.

Councilmember Wolfe met with the Mayor, met with the City Manager, emailed and called constituents, attended the BART redistricting meeting, and assisted in the distribution of door hangers in the community.

Mayor Cloven attended the BART Redistricting meeting, visited Mount Diablo Elementary School, attended a Hazardous Waste Materials Commission meeting, attended the Clayton Business and Community Association general membership meeting, assisted with the distribution of door hangers in the community, felt the recent *Clayton Pioneer* article may have created more confusion for the community and clarified certain items regarding the potential tax measure, and attended the Clayton Club Annual Chili Cook-Off.

7. PUBLIC COMMENT ON NON - AGENDA ITEMS

James Killoran expressed concern regarding the costs of obtaining driveway permits and inspection fees in the City of Clayton.

Mark Foley, BART Director District 2, provided a brief update on BART redistricting.

Dee Vieira expressed concern regarding an anonymous letter she received regarding potential Clayton Business and Community Association fraudulent activities, and expressed her appreciation regarding the distribution of the door hangers.

Gary Hood expressed his concerns regarding the lack of preventative maintenance although every resident is contributing to the Landscape Tax Assessment, he also felt the *Clayton Pioneer* article created more confusion, and requested the City Council and City Manager reconsider the claim filed against the city for the tree falling on private property, as he felt those trees were not properly maintained by the City.

Mayor Cloven closed public comment.

8. PUBLIC HEARINGS – None.

9. ACTION ITEMS

(a) Discussion of Availability of a Quorum at the April 5, 2022 Regular City Council Meeting. (City Manager)

City Manager Schwartz presented the report.

Following questions by the City Council, Mayor Cloven opened the item to public comment; no comments were offered.

After City Council discussion, it was determined there will be a quorum at the April 5, 2022 regular City Council meeting.

No action taken.

10. CLOSED SESSION – None.

11. COUNCIL ITEMS

Councilmember Diaz requested both the City Council and Planning Commission form a Study Group regarding the Housing Element.

12. ADJOURNMENT– on call by Mayor Cloven, the City Council adjourned its meeting at 8:05 p.m.

The next regularly scheduled meeting of the City Council will be March 15, 2022.

# # # # #

Respectfully submitted,

_____

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

_____

Peter Cloven, Mayor

# # # # #

CITY OF CLAYTON
Founded 1857 .. Incorporated 1964

STAFF REPORT

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **JENNIFER GIANTVALLEY, ACCOUNTING TECHNICIAN**

DATE: **03/15/2022**

SUBJECT: **FINANCIAL DEMANDS AND OBLIGATIONS OF THE CITY**

RECOMMENDATION:

It is recommended the City Council, by minute action, approve the financial demands and obligations of the City for the purchase of services and goods in the ordinary course of operations.

Attached Report	Purpose	Date	Amount
Open Invoice Report	Accounts Payable	3/9/2022	$ 172,931.23
Open Invoice Report - ARPA	Accounts Payable	3/9/2022	$ 110,000.00
Open Invoice Report-CalCard Stmt end 1/24/22	Accounts Payable	3/7/2022	$ 7,761.22
Open Invoice Report-CalCard Stmt end 2/22/22	Accounts Payable	3/7/2022	$ 7,670.83
Payroll Reconciliation Summary	Payroll, Taxes	2/25/2022	$ 85,678.67
Payroll Reconciliation Summary	Payroll, Taxes	3/11/2022	$ 92,791.19
		Total Required	$ 476,833.14

Attachments:

1. Open Invoice Report, dated 3/9/22 (5 pages)
2. Open Invoice Report ARPA, dated 3/9/22 (1 page)
3. Open Invoice Report Cal Card 1/24/22, dated 3/7/22 (2 pages)
4. Open Invoice Report Cal Card 2/22/22, dated 3/7/22 (2 pages)
5. Payroll Reconciliation Summary report PPE 02/20/22 (2 pages)
6. Payroll Reconciliation Summary report PPE 03/06/22 (2 pages)

City of Clayton
Open Invoice Report
Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Advanced Elevator Solutions, Inc								
Advanced Elevator Solutions, Inc	3/15/2022	3/1/2022	47083	Elevator Service February 2022	$124.00	$0.00		$124.00
				Totals for Advanced Elevator Solutions, Inc	*$124.00*	*$0.00*		*$124.00*
All City Management Services, Inc.								
All City Management Services, Inc.	3/15/2022	2/24/2022	75678	School crossing guard svcs 1/23/22-2/5/22	$694.98	$0.00		$694.98
				Totals for All City Management Services, Inc.	*$694.98*	*$0.00*		*$694.98*
American Fidelity Assurance Company								
American Fidelity Assurance Company	3/15/2022	2/28/2022	D417907	Supplemental insurance February 2022	$844.92	$0.00		$844.92
American Fidelity Assurance Company	3/15/2022	2/18/2022	6045500	FSA PPE 2/20/22	$115.00	$0.00		$115.00
				Totals for American Fidelity Assurance Company	*$959.92*	*$0.00*		*$959.92*
Authorize.net								
Authorize.net	3/15/2022	2/28/2022	February2022	Online bankcard gateway fee February 2022	$31.95	$0.00		$31.95
				Totals for Authorize.net	*$31.95*	*$0.00*		*$31.95*
Bay Area Barricade Serv.								
Bay Area Barricade Serv.	3/15/2022	2/22/2022	29288	Parking bumper, cable ties	$42.69	$0.00		$42.69
				Totals for Bay Area Barricade Serv.	*$42.69*	*$0.00*		*$42.69*
CA Dept of Industrial Relations								
CA Dept of Industrial Relations	3/15/2022	2/14/2022	E 1861337 OA	Elevator inspection 1/25/22	$225.00	$0.00		$225.00
				Totals for CA Dept of Industrial Relations	*$225.00*	*$0.00*		*$225.00*
Capitol Barricade, Inc								
Capitol Barricade, Inc	3/15/2022	2/28/2022	142012	Speed radar signs	$10,296.50	$0.00		$10,296.50
				Totals for Capitol Barricade, Inc	*$10,296.50*	*$0.00*		*$10,296.50*
Cintas Corporation								
Cintas Corporation	3/15/2022	3/3/2022	4112378998	PW uniforms through 3/3/22	$49.00	$0.00		$49.00
Cintas Corporation	3/15/2022	2/24/2022	4111696961	PW uniforms through 2/24/22	$49.00	$0.00		$49.00
				Totals for Cintas Corporation	*$98.00*	*$0.00*		*$98.00*
Clean Street								
Clean Street	3/15/2022	1/31/2022	1021052CS	Street sweeping January 2022	$4,500.00	$0.00		$4,500.00
				Totals for Clean Street	*$4,500.00*	*$0.00*		*$4,500.00*
Cole Supply Co., nc								
Cole Supply Co., nc	3/15/2022	2/17/2022	509731	Trash liners, latex gloves	$634.88	$0.00		$634.88
				Totals for Cole Supply Co., nc	*$634.88*	*$0.00*		*$634.88*
Comcast Business								
Comcast Business	3/15/2022	3/5/2022	030522	Internet 3/10/22-4/9/22	$391.16	$0.00		$391.16
				Totals for Comcast Business	*$391.16*	*$0.00*		*$391.16*

City of Clayton
Open Invoice Report
Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Contra Costa County - Office of the Sheriff								
Contra Costa County - Office of the She	3/15/2022	2/8/2022	CLPD-2201	Toxicology January 2022	$1,837.50	$0.00		$1,837.50
Contra Costa County - Office of the She	3/15/2022	2/22/2022	CAL-ID 2022	CAL-ID User FY 2022	$14,559.00	$0.00		$14,559.00
				Totals for Contra Costa County - Office of the Sheriff	*$16,396.50*	*$0.00*		*$16,396.50*
Contra Costa County Public Works Dept								
Contra Costa County Public Works Dept	3/15/2022	2/25/2022	704738	Traffic signal maintenance January 2022	$1,479.69	$0.00		$1,479.69
Contra Costa County Public Works Dept	3/15/2022	2/14/2022	704710	Clean water program bamboo utensil sets	$224.00	$0.00		$224.00
				Totals for Contra Costa County Public Works Dept	*$1,703.69*	*$0.00*		*$1,703.69*
Critical Reach, Inc								
Critical Reach, Inc	3/15/2022	12/6/2021	1825	APBnet Annual Support Fee 2022	$220.00	$0.00		$220.00
				Totals for Critical Reach, Inc	*$220.00*	*$0.00*		*$220.00*
Dillon Electric Inc								
Dillon Electric Inc	3/15/2022	2/21/2022	4606	Street light repairs 2/17/22	$1,089.42	$0.00		$1,089.42
Dillon Electric Inc	3/15/2022	2/14/2022	4602	Street light repairs 2/11/22	$352.00	$0.00		$352.00
Dillon Electric Inc	3/15/2022	2/14/2022	4601	Install taller light poles and cameras in The Gr	$3,824.24	$0.00		$3,824.24
				Totals for Dillon Electric Inc	*$5,265.66*	*$0.00*		*$5,265.66*
Environtech Enterprises								
Environtech Enterprises	3/15/2022	3/1/2022	A001B-3B-22	Weed abatement February 2022	$11,600.00	$0.00		$11,600.00
				Totals for Environtech Enterprises	*$11,600.00*	*$0.00*		*$11,600.00*
FasTrak Violation Processing								
FasTrak Violation Processing	3/15/2022	2/3/2022	I712270242456	Bridge toll- LP CA1603493	$7.00	$0.00		$7.00
				Totals for FasTrak Violation Processing	*$7.00*	*$0.00*		*$7.00*
Galaxy Press								
Galaxy Press	3/15/2022	2/12/2022	35252	PD business cards	$232.67	$0.00		$232.67
				Totals for Galaxy Press	*$232.67*	*$0.00*		*$232.67*
Harris & Associates, Inc.								
Harris & Associates, Inc.	3/15/2022	2/10/2022	51501	Engineering permit inspections January 2022	$5,207.50	$0.00		$5,207.50
				Totals for Harris & Associates, Inc.	*$5,207.50*	*$0.00*		*$5,207.50*
Health Care Dental Trust								
Health Care Dental Trust	3/15/2022	3/7/2022	311162	Dental April 2022	$1,798.48	$0.00		$1,798.48
				Totals for Health Care Dental Trust	*$1,798.48*	*$0.00*		*$1,798.48*
Hinderliter de Llamas & Associates								
Hinderliter de Llamas & Associates	3/15/2022	3/2/2022	SIN015039	Sales Tax Q3 FY22	$1,049.15	$0.00		$1,049.15
				Totals for Hinderliter de Llamas & Associates	*$1,049.15*	*$0.00*		*$1,049.15*
HNC Investment Partners								

City of Clayton
Open Invoice Report
Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
HNC Investment Partners	3/15/2022	2/23/2022	121088	Door hangers for Clayton Cares and Housing E	$1,300.54	$0.00		$1,300.54
				Totals for HNC Investment Partners	*$1,300.54*	*$0.00*		*$1,300.54*
JJR Enterprises, Inc								
JJR Enterprises, Inc	3/15/2022	2/21/2022	3440153	Copier usage 1/18/22-2/17/22	$217.71	$0.00		$217.71
				Totals for JJR Enterprises, Inc	*$217.71*	*$0.00*		*$217.71*
Sandy Johnson								
Sandy Johnson	3/15/2022	3/2/2022	030222	Reimbursement for office supplies	$9.22	$0.00		$9.22
				Totals for Sandy Johnson	*$9.22*	*$0.00*		*$9.22*
Troy Johnston								
Troy Johnston	3/15/2022	3/1/2022	CAP0386	Deposit refund	$2,000.00	$0.00		$2,000.00
				Totals for Troy Johnston	*$2,000.00*	*$0.00*		*$2,000.00*
League of CA Cities East Bay Division								
League of CA Cities East Bay Division	3/15/2022	2/10/2022	4887	Member dues 2022	$250.00	$0.00		$250.00
				Totals for League of CA Cities East Bay Division	*$250.00*	*$0.00*		*$250.00*
Amanda McCall								
Amanda McCall	3/15/2022	3/2/2022	AP032622	Refund for alcohol permit @ CCP 3/26/22	$65.00	$0.00		$65.00
				Totals for Amanda McCall	*$65.00*	*$0.00*		*$65.00*
Mission Square Retirement								
Mission Square Retirement	3/15/2022	2/20/2022	022022	457 Plan contributions PPE 2/20/22	$3,154.76	$0.00		$3,154.76
				Totals for Mission Square Retirement	*$3,154.76*	*$0.00*		*$3,154.76*
Moore Iacofano Golstman, Inc								
Moore Iacofano Golstman, Inc	3/15/2022	12/6/2021	0072538	Housing Element svcs October 2021 (remaini	$4,766.25	$0.00		$4,766.25
				Totals for Moore Iacofano Golstman, Inc	*$4,766.25*	*$0.00*		*$4,766.25*
MPA								
MPA	3/15/2022	3/1/2022	918-26381	Life/Disability Ins March 2022	$1,968.83	$0.00		$1,968.83
				Totals for MPA	*$1,968.83*	*$0.00*		*$1,968.83*
Ashk Naraghi								
Ashk Naraghi	3/15/2022	2/28/2022	1081	Deposit refund	$405.05	$0.00		$405.05
				Totals for Ashk Naraghi	*$405.05*	*$0.00*		*$405.05*
Nationwide								
Nationwide	3/15/2022	2/20/2022	022022	457 Plan contribution PPE 2/20/22	$500.00	$0.00		$500.00
				Totals for Nationwide	*$500.00*	*$0.00*		*$500.00*
Pacific Telemanagement Svc								
Pacific Telemanagement Svc	3/15/2022	2/24/2022	2083077	Courtyard pay phone March 2022	$70.00	$0.00		$70.00

City of Clayton
Open Invoice Report
Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
				Totals for Pacific Telemanagement Svc	*$70.00*	*$0.00*		*$70.00*
Paysafe Payment Processing								
Paysafe Payment Processing	3/15/2022	2/28/2022	February22	OTC bankcard fee February 2022	$433.57	$0.00		$433.57
Paysafe Payment Processing	3/15/2022	2/28/2022	February22	Online bankcard fee February 2022	$147.08	$0.00		$147.08
Paysafe Payment Processing	3/15/2022	1/31/2022	January22	OTC bankcard fee January 2022	$494.00	$0.00		$494.00
Paysafe Payment Processing	3/15/2022	1/31/2022	January22	Online bankcard fee January 2022	$181.96	$0.00		$181.96
				Totals for Paysafe Payment Processing	*$1,256.61*	*$0.00*		*$1,256.61*
PG&E								
PG&E	3/15/2022	3/2/2022	030222	Energy 1/20/22-2/17/22	$118.77	$0.00		$118.77
				Totals for PG&E	*$118.77*	*$0.00*		*$118.77*
Quality Crystal Clear Pool Co								
Quality Crystal Clear Pool Co	3/15/2022	3/1/2022	CAP0408	Deposit refund	$2,024.00	$0.00		$2,024.00
				Totals for Quality Crystal Clear Pool Co	*$2,024.00*	*$0.00*		*$2,024.00*
Rent-A-Fence.com								
Rent-A-Fence.com	3/15/2022	2/23/2022	12198-9563	The Grove fencing	$3,095.52	$0.00		$3,095.52
				Totals for Rent-A-Fence.com	*$3,095.52*	*$0.00*		*$3,095.52*
Roto-Rooter Sewer/Drain Service								
Roto-Rooter Sewer/Drain Service	3/15/2022	2/4/2022	510-23729272	Repair plumbing CCP restroom	$745.00	$0.00		$745.00
				Totals for Roto-Rooter Sewer/Drain Service	*$745.00*	*$0.00*		*$745.00*
Rural Pig Management, Inc								
Rural Pig Management, Inc	3/15/2022	3/1/2022	CC03122	Pig control maint March 2022	$3,000.00	$0.00		$3,000.00
				Totals for Rural Pig Management, Inc	*$3,000.00*	*$0.00*		*$3,000.00*
Site One Landscape Supply, LLC								
Site One Landscape Supply, LLC	3/15/2022	2/17/2022	116321723-001	Grass seed, irrigation parts	$1,323.36	$0.00		$1,323.36
				Totals for Site One Landscape Supply, LLC	*$1,323.36*	*$0.00*		*$1,323.36*
Staples Business Credit								
Staples Business Credit	3/15/2022	2/25/2022	1640639013	Office supplies	$417.74	$0.00		$417.74
				Totals for Staples Business Credit	*$417.74*	*$0.00*		*$417.74*
Stericycle Inc								
Stericycle Inc	3/15/2022	3/1/2022	3005908916	Medical waste disposal	$68.25	$0.00		$68.25
				Totals for Stericycle Inc	*$68.25*	*$0.00*		*$68.25*
Strategy Research Institute, Inc								
Strategy Research Institute, Inc	3/15/2022	2/28/2022	2087Clay022202	Clayton Feasibility Study, Inst #2	$22,000.00	$0.00		$22,000.00
Strategy Research Institute, Inc	3/15/2022	2/28/2022	2086Clay022201	Clayton Feasibility Study, Inst #1	$4,000.00	$0.00		$4,000.00
				Totals for Strategy Research Institute, Inc	*$26,000.00*	*$0.00*		*$26,000.00*

City of Clayton
Open Invoice Report
Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Valmont Industries								
Valmont Industries	3/15/2022	2/26/2022	CD14114117	Replacement light pole, property damage repa	$3,656.18	$0.00		$3,656.18
				Totals for Valmont Industries	*$3,656.18*	*$0.00*		*$3,656.18*
Waraner Brothers Tree Service								
Waraner Brothers Tree Service	3/15/2022	2/21/2022	15939	Tree work Clayton Rd (Lydia Ln/Atchinson S	$8,640.00	$0.00		$8,640.00
Waraner Brothers Tree Service	3/15/2022	3/2/2022	15940	Tree work Oak St (near bridge)	$2,880.00	$0.00		$2,880.00
Waraner Brothers Tree Service	3/15/2022	3/1/2022	15942	Tree work Clayton Rd (Main St/OMC)	$19,440.00	$0.00		$19,440.00
Waraner Brothers Tree Service	3/15/2022	3/1/2022	15941	Tree work Clayton Rd (Atchinson Stage/Mitc	$11,520.00	$0.00		$11,520.00
				Totals for Waraner Brothers Tree Service	*$42,480.00*	*$0.00*		*$42,480.00*
Weichert, Realtors								
Weichert, Realtors	3/15/2022	2/28/2022	1080	Deposit refund	$1,310.11	$0.00		$1,310.11
				Totals for Weichert, Realtors	*$1,310.11*	*$0.00*		*$1,310.11*
Wex Bank-Fleet Cards								
Wex Bank-Fleet Cards	3/15/2022	2/25/2022	78914252	Fuel - stmt end 2/25/22	$4,564.97	$0.00		$4,564.97
				Totals for Wex Bank-Fleet Cards	*$4,564.97*	*$0.00*		*$4,564.97*
Son Hang Wong								
Son Hang Wong	3/15/2022	2/28/2022	1082	Deposit refund	$867.31	$0.00		$867.31
				Totals for Son Hang Wong	*$867.31*	*$0.00*		*$867.31*
Workers.com								
Workers.com	3/15/2022	2/25/2022	132166	Seasonal workers week-end 2/20/22	$2,839.70	$0.00		$2,839.70
Workers.com	3/15/2022	2/18/2022	132114	Seasonal workers week-end 2/13/22	$2,976.62	$0.00		$2,976.62
				Totals for Workers.com	*$5,816.32*	*$0.00*		*$5,816.32*
				GRAND TOTALS:	**$172,931.23**	**$0.00**		**$172,931.23**

City of Clayton
Open Invoice Report
ARPA Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Roy Ashworth								
Roy Ashworth	3/14/2022	3/9/2022	ARPA	Clayton Cares Program	$10,000.00	$0.00		$10,000.00
				Totals for Roy Ashworth	*$10,000.00*	*$0.00*		*$10,000.00*
Richard Chase								
Richard Chase	3/14/2022	3/9/2022	ARPA	Clayton Cares Program	$10,000.00	$0.00		$10,000.00
				Totals for Richard Chase	*$10,000.00*	*$0.00*		*$10,000.00*
Clayton Yoga Shala								
Clayton Yoga Shala	3/14/2022	3/9/2022	ARPA	Clayton Cares Program	$10,000.00	$0.00		$10,000.00
				Totals for Clayton Yoga Shala	*$10,000.00*	*$0.00*		*$10,000.00*
Stephanie Covington								
Stephanie Covington	3/14/2022	3/9/2022	ARPA	Clayton Cares Program	$10,000.00	$0.00		$10,000.00
				Totals for Stephanie Covington	*$10,000.00*	*$0.00*		*$10,000.00*
Denny's Diablo Valley Masonry, Inc								
Denny's Diablo Valley Masonry, Inc	3/14/2022	3/9/2022	ARPA	Clayton Cares Program	$10,000.00	$0.00		$10,000.00
				Totals for Denny's Diablo Valley Masonry, Inc	*$10,000.00*	*$0.00*		*$10,000.00*
Debra Flynn								
Debra Flynn	3/14/2022	3/9/2022	ARPA	Clayton Cares Program	$10,000.00	$0.00		$10,000.00
				Totals for Debra Flynn	*$10,000.00*	*$0.00*		*$10,000.00*
Golden Gate Real Estate								
Golden Gate Real Estate	3/14/2022	3/9/2022	ARPA	Clayton Cares Program	$10,000.00	$0.00		$10,000.00
				Totals for Golden Gate Real Estate	*$10,000.00*	*$0.00*		*$10,000.00*
Tamar Gonsalves								
Tamar Gonsalves	3/14/2022	3/9/2022	ARPA	Clayton Cares Program	$10,000.00	$0.00		$10,000.00
				Totals for Tamar Gonsalves	*$10,000.00*	*$0.00*		*$10,000.00*
Arlene Kikkawa-Nielsen								
Arlene Kikkawa-Nielsen	3/14/2022	3/9/2022	ARPA	Clayton Cares Program	$10,000.00	$0.00		$10,000.00
				Totals for Arlene Kikkawa-Nielsen	*$10,000.00*	*$0.00*		*$10,000.00*
Joyce Renslow								
Joyce Renslow	3/14/2022	3/9/2022	APRPA	Clayton Cares Program	$10,000.00	$0.00		$10,000.00
				Totals for Joyce Renslow	*$10,000.00*	*$0.00*		*$10,000.00*
Melissa or Paul Rodgers								
Melissa or Paul Rodgers	3/14/2022	3/9/2022	ARPA	Clayton Cares Program	$10,000.00	$0.00		$10,000.00
				Totals for Melissa or Paul Rodgers	*$10,000.00*	*$0.00*		*$10,000.00*
				GRAND TOTALS:	**$110,000.00**	**$0.00**		**$110,000.00**

City of Clayton
Open Invoice Report
CALCARD Obligations Stmt End 1/24/22

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
US Bank CalCard								
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Porta-potty rental HONEY BUCKET	$228.13	$0.00		$228.13
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Prime monthly fee AMAZON PRIME*9K1QW4MT	$14.26	$0.00		$14.26
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Asphalt repair LOWES #02604*	$131.57	$0.00		$131.57
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Safety gloves AMZN MKTP US*S92EK6EB	$71.56	$0.00		$71.56
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Calendars STAPLES 00113654	$51.09	$0.00		$51.09
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Plastic bags for COVID tests SAFEWAY #119	$7.59	$0.00		$7.59
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Face masks AMZN MKTP US*131TU2VH3	$42.40	$0.00		$42.40
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Spray wand CHAMPION SPRAY SYSTEMS	$211.79	$0.00		$211.79
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Storm drain grate N Valley Pk JENSEN PREC	$527.57	$0.00		$527.57
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Safety glasses AMZN MKTP US*8089A1ZE	$20.65	$0.00		$20.65
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Porta-potty rental HONEY BUCKET	$1,851.54	$0.00		$1,851.54
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Storage for phone APPLE.COM/BILL	$0.99	$0.00		$0.99
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Sprayer parts OUTDOOR SUPPLY CLAYTO	$16.43	$0.00		$16.43
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Sprayer parts OUTDOOR SUPPLY CLAYTO	$11.53	$0.00		$11.53
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	IT MSFT * E0200GW1AE	$152.00	$0.00		$152.00
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	IT MSFT * E0200GW5OM	$5.00	$0.00		$5.00
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	IT AMAZON WEB SERVICES	$634.05	$0.00		$634.05
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Storage rent CENTRAL SELF STORAG	$190.00	$0.00		$190.00
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	IT ZOOM.US 888-799-9666	$180.00	$0.00		$180.00
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	IT VZWRLSS*APOCC VISW	$120.24	$0.00		$120.24
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	COVID testkits WWW.CVS.COM	$65.18	$0.00		$65.18
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	IT ZOOM.US 888-799-9666	$14.99	$0.00		$14.99
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	COVID testkits AMZN MKTP US*BG79O7ZZ	$391.00	$0.00		$391.00
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Lactation room sign SMARTSIGN	$43.55	$0.00		$43.55
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	COVID testkits WWW.CVS.COM	$156.53	$0.00		$156.53
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	COVID testkits WWW.CVS.COM	$65.18	$0.00		$65.18
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	IT MSFT * E0200H8UPP	$152.00	$0.00		$152.00
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	IT MSFT * E0200H8MOM	$5.00	$0.00		$5.00
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Carwash 76 - PINE HOLLOW ENTERPRI	$15.99	$0.00		$15.99
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	COVID testkits PAYPAL *CHENGDOULIN C	$96.94	$0.00		$96.94
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	GFOA registration GOVERNMENT FINANC	$190.00	$0.00		$190.00
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Monitor,webcam,cable AMZN MKTP US*RA7	$260.96	$0.00		$260.96
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	4 way sillcock key OUTDOOR SUPPLY CLAY	$15.79	$0.00		$15.79
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Black face masks AMZN MKTP US*B45YR5ST	$32.50	$0.00		$32.50
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	ID cards IMAGE SALES	$77.17	$0.00		$77.17
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Monthly fees TLO TRANSUNION	$75.00	$0.00		$75.00
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Webcams AMAZON.COM*5A7QN4TL3	$165.70	$0.00		$165.70
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Headphones AMZN MKTP US*QK9I15DP3	$69.56	$0.00		$69.56
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Postage USPS PO 0515960310	$8.55	$0.00		$8.55
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Headphone hardware OUTDOOR SUPPLY C	$10.51	$0.00		$10.51
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Smog test CLAYTON TREAT AUTOMOTIV	$79.75	$0.00		$79.75
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Porta-potty rental HONEY BUCKET	$594.95	$0.00		$594.95

City of Clayton

Open Invoice Report

CALCARD Obligations Stmt End 1/24/22

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Office supplies OFFICE DEPOT #5125	$6.74	$0.00		$6.74
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Office supplies STAPLS7346983012000001	$74.29	$0.00		$74.29
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Training PAYPAL *POLICE RECO	$250.00	$0.00		$250.00
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Training PAYPAL *POLICE RECO	$250.00	$0.00		$250.00
US Bank CalCard	1/31/2022	1/24/2022	Stmt end 1-24-22	Training CALIFORNIA PEACE OFFICER	$125.00	$0.00		$125.00
				Totals for US Bank CalCard	*$7,761.22*	*$0.00*		*$7,761.22*
				GRAND TOTALS:	**$7,761.22**	**$0.00**		**$7,761.22**

City of Clayton

Open Invoice Report

CALCARD Obligations Stmt End 2/22/22

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
US Bank CalCard								
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	iHealth COVID-19 Antigen R-AMZN MKTP U	$129.18	$0.00		$129.18
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	ID card-IMAGE SALES	$26.86	$0.00		$26.86
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Car Wash-76 - PINE HOLLOW ENTERPRI	$15.99	$0.00		$15.99
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Car Wash-76 - PINE HOLLOW ENTERPRI	$15.99	$0.00		$15.99
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Irrigation repairs-OUTDOOR SUPPLY CLAYTO	$21.93	$0.00		$21.93
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	1 WROT CXC SLIP COUP-FERGUSON EN	$301.81	$0.00		$301.81
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Dog Waste Can Liners - 200-AMZN MKTP U	$173.98	$0.00		$173.98
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Roll Bags - Universal Pet-AMZN MKTP US*7T	$97.86	$0.00		$97.86
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Ice Machine repair-COMMERCIAL APPLIANC	$375.00	$0.00		$375.00
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Dogipot 1402HP-CASE Header-AMAZON.COM	$88.22	$0.00		$88.22
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	The Grove Park restroom faucet repair-GENER	$283.84	$0.00		$283.84
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	1 GAL SLIME SEALANT-AUTOZONE #33	$43.88	$0.00		$43.88
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Cell phone memory storage-APPLE.COM/BIL	$0.99	$0.00		$0.99
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Ergo Equip CM office-247ERGO.COM	$49.50	$0.00		$49.50
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Member dues-CCCEAC	$95.00	$0.00		$95.00
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	iHealth COVID-19 Antigen R-AMZN MKTP U	$391.00	$0.00		$391.00
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Employment posters, HR 2022-CAL CHAMBE	$409.55	$0.00		$409.55
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Storage unit rent-CENTRAL SELF STORAG	$208.00	$0.00		$208.00
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	IT-AMAZON WEB SERVICES	$546.36	$0.00		$546.36
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Standard Pro Annual-ZOOM.US 888-799-966	$479.80	$0.00		$479.80
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	9255229137,PAUL JACOBSON-VZWRLSS*AP	$120.24	$0.00		$120.24
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Standard Pro Monthly-ZOOM.US 888-799-966	$14.99	$0.00		$14.99
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Employee recognition-TST* JAMBA JUICE -	$60.00	$0.00		$60.00
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Aire purifiers for Hoyer Hall-BLUEAIR INC	$902.60	$0.00		$902.60
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Training-LIEBERTCASS	$75.00	$0.00		$75.00
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Employee recognition-USPS.COM CLICKNSHI	$16.10	$0.00		$16.10
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Car Wash-76 - PINE HOLLOW ENTERPRI	$15.99	$0.00		$15.99
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	attendee registration-CALCITIES REGISTRATIO	$625.00	$0.00		$625.00
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	1099 - e-filing-AATRIX SOFTWARE	$75.62	$0.00		$75.62
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Application fee for FY21 Audit-GOVERNMEN	$460.00	$0.00		$460.00
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Car Wash-76 - PINE HOLLOW ENTERPRI	$15.99	$0.00		$15.99
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Office supplies-EASYKEYSCOM INC	$18.31	$0.00		$18.31
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Car Wash-76 - PINE HOLLOW ENTERPRI	$15.99	$0.00		$15.99
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Car Wash-76 - PINE HOLLOW ENTERPRI	$15.99	$0.00		$15.99
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Monthly dues-TLO TRANSUNION	$75.00	$0.00		$75.00
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Fkeet camera mounts-AXON	$43.50	$0.00		$43.50
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Sch 40 PVC Tee 3 in. Socke-SITEONE LANDS	$383.46	$0.00		$383.46
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	SIGN,METAL BASE,ENGRVD,2-OFFICE DE	$36.95	$0.00		$36.95
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Office supplies-PAYPAL *POLICE RECO	$259.00	$0.00		$259.00
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Office supplies-POLICE RECORDS MGMT	$259.00	$0.00		$259.00
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	Office supplies-POLICE RECORDS MGMT	$259.00	$0.00		$259.00
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	STAPLES 8.5X11 COPY CS-STAPLS734980	$60.78	$0.00		$60.78

City of Clayton

Open Invoice Report

CALCARD Obligations Stmt End 2/22/22

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	TONER,LJ,HP 508A,BLK ORG-OFFICE DE	$90.19	$0.00		$90.19
US Bank CalCard	2/28/2022	2/22/2022	Stmt end 2-22-22	SIGN,METAL BASE,ENGRVD,2-OFFICE DE	$17.39	$0.00		$17.39
				Totals for US Bank CalCard	*$7,670.83*	*$0.00*		*$7,670.83*
				GRAND TOTALS:	**$7,670.83**	**$0.00**		**$7,670.83**

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount		
	Regular	26	0.00	64,215.16	64,215.16		
	Totals	**26**	**0.00**	**64,215.16**	**64,215.16**	→	**64,215.16**

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount		
	Agency	EFSDU	1	0.00	9.23	9.23		
	Agency	Regular	1	0.00	663.50	663.50		
	Totals		**2**	**0.00**	**672.73**	**672.73**	→	**672.73**
	Total Net Payroll Liability			**0.00**	**64,887.89**	**64,887.89**	→	**64,887.89**

Tax Liability

CA and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount		
CA SDI - Employee			Semi-Weekly	96,243.73	96,243.73				
California SITW			Semi-Weekly	93,088.97	93,088.97	4,813.45			
Totals						**4,813.45**	**0.00**	→	**4,813.45**

CASUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount		
CA Edu & Training		0.001000	Quarterly	96,243.73	3,035.71		3.04		
California SUI		0.020000	Quarterly	96,243.73	3,035.71		60.71		
Totals						**0.00**	**63.75**	→	**63.75**

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount		
Federal Income Tax			Semi-Weekly	93,088.97	93,088.97	13,104.32			
Medicare			Semi-Weekly	96,243.73	96,243.73	1,395.52			
Medicare - Employer			Semi-Weekly	96,243.73	96,243.73		1,395.53		
Totals						**14,499.84**	**1,395.53**	→	**15,895.37**

FUTA and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount		
Fed Unemployment			Quarterly	96,243.73	3,035.71		18.21		
Totals						**0.00**	**18.21**	→	**18.21**
			Total Tax Liability			**19,313.29**	**1,477.49**	→	**20,790.78**
			Total Payroll Liability				**85,678.67**	→	**85,678.67**

Billing

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount		
109790224	2/25/2022	477.50				477.50		
Totals		**477.50**		**0.00**		**477.50**	→	**477.50**

Transfers

	Type	Date	Source Account	Amount		
	Billing	2/25/2022		477.50		
	Dir Dep	2/24/2022		64,215.16		
	Tax	2/24/2022		20,790.78		
	Trust Agency	2/24/2022		672.73		
	Totals Transfers			**86,156.17**	→	**86,156.17**

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	California SITW	3/2/2022	4,813.45
(Deposit made by Service Bureau)	Federal Income Tax	3/2/2022	15,895.37
(Deposit made by Service Bureau)	California SUI	5/2/2022	63.75
(Deposit made by Service Bureau)	Fed Unemployment	5/2/2022	18.21
	Total Tax Deposits		**20,790.78**

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	33	0.00	68,635.83	68,635.83	
	Regular	3	332.46	0.00	332.46	
	Totals	**36**	**332.46**	**68,635.83**	**68,968.29**	**68,968.29**

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	EFSDU	1	0.00	358.15	358.15	
	Agency	Regular	1	0.00	663.50	663.50	
	Totals		**2**	**0.00**	**1,021.65**	**1,021.65**	**1,021.65**
	Total Net Payroll Liability			**332.46**	**69,657.48**	**69,989.94**	**69,989.94**

Tax Liability

CA and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA SDI - Employee			Semi-Weekly	102,874.87	102,874.87			
California SITW			Semi-Weekly	99,720.11	99,720.11	5,234.84		
Totals						**5,234.84**	**0.00**	**5,234.84**

CASUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA Edu & Training		0.001000	Quarterly	102,874.87	4,869.42		4.87	
California SUI		0.020000	Quarterly	102,874.87	4,869.42		97.39	
Totals						**0.00**	**102.26**	**102.26**

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Federal Income Tax			Semi-Weekly	99,720.11	99,720.11	14,085.74		
Medicare			Semi-Weekly	102,874.87	102,874.87	1,491.70		
Medicare - Employer			Semi-Weekly	102,874.87	102,874.87		1,491.69	
OASDI			Semi-Weekly	2,950.00	2,950.00	182.90		
OASDI - Employer			Semi-Weekly	2,950.00	2,950.00		182.90	
Totals						**15,760.34**	**1,674.59**	**17,434.93**

FUTA and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Fed Unemployment			Quarterly	102,874.87	4,869.42		29.22	
Totals						**0.00**	**29.22**	**29.22**
			Total Tax Liability			**20,995.18**	**1,806.07**	**22,801.25**
			Total Payroll Liability				**92,791.19**	**92,791.19**

Billing

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount
Totals						

Transfers

	Type	Date	Source Account	Amount	
	Dir Dep	3/10/2022		68,635.83	
	Tax	3/10/2022		22,801.25	
	Trust	3/10/2022		332.46	
	Trust Agency	3/10/2022		1,021.65	
	Totals Transfers			**92,791.19**	**92,791.19**

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	California SITW	3/16/2022	5,234.84
(Deposit made by Service Bureau)	Federal Income Tax	3/16/2022	17,434.93
(Deposit made by Service Bureau)	California SUI	5/2/2022	102.26
(Deposit made by Service Bureau)	Fed Unemployment	5/2/2022	29.22
	Total Tax Deposits		**22,801.25**

CITY OF CLAYTON
Founded 1857 . . Incorporated 1964

AGENDA REPORT

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

DATE: **March 15, 2022**

SUBJECT: **Adopt a Resolution of the City Council of the City of Clayton Allowing for Video and Teleconference Meetings during the COVID-19 State of Emergency Under AB 361**

RECOMMENDATION

Adopt a Resolution of the City Council allowing for video and teleconference meetings during the COVID-19 state of emergency under AB 361.

BACKGROUND

Last year, the State Legislature passed and Governor Newsom signed AB 361 which continues many of the provisions related to the Brown Act that were in place under Executive Orders, which expired September 30, 2021 that allowed for video and teleconferencing during the state of emergency. Since AB 361 has been signed into law, the City can continue to meet virtually until such time as the Governor declares the State of Emergency due to COVID-19 over and measures to promote social distancing are no longer recommended.

On September 20, 2021, February 2, 2022 and March 1, 2022, the Contra Costa County Health Officer issued recommendations for safely holding public meetings and strongly recommends on-line meetings. If in-person meetings need to occur, the County Health Officer recommends physical distancing of six feet of separation between all attendees. The proposed resolution provides that the City Council and all subsidiary City boards and commissions may continue to hold fully virtual video and teleconference meetings while the state of emergency is still in effect and physical distancing is recommended.

In order to continue to hold video and teleconference meetings, the City Council will need to review and make findings every thirty days that the state of emergency continues to directly impact the ability of the members to meet safely in person and that state or local officials continue to impose or recommend measures to promote physical distancing.

FISCAL IMPACT

None.

Attachment:

Resolution of the City Council Allowing for Video and Teleconference Meetings during the COVID-19 State of Emergency Under AB 361

RESOLUTION NO. ##-2022
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON ALLOWING FOR VIDEO AND TELECONFERENCE MEETINGS DURING THE COVID-19 STATE OF EMERGENCY UNDER AB 361

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency for COVID-19;

WHEREAS, AB 361 was recently passed by the State Legislature and signed by Governor Newsom and went into effect immediately and allows the City to continue to meet virtually until such time as the Governor declares the State of Emergency due to COVID-19 over and measures to promote physical distancing are no longer recommended;

WHEREAS, on September 20, 2021, February 2, 2022 and March 1, 2022, the Contra Costa County Health Officer issued recommendations for safely holding public meetings and strongly recommends on-line meetings and if in person meetings occur then recommends physical distancing of six feet of separation and masking for all attendees;

WHEREAS, in light of this recommendation, the City Council desires for itself and for all other City legislatives bodies that are subject to the Brown Act to continue to meet via video and/or teleconference; and

WHEREAS, pursuant to AB 361 the City Council will review the findings required to be made every 30 days.

NOW THEREFORE BE IT RESOLVED the City Council hereby finds on behalf of itself and all other City legislative bodies: (1) a state of emergency has been proclaimed by the Governor; (2) the state of emergency continues to directly impact the ability of the City's legislative bodies to meet safely in person; and (3) local officials continue to recommend measures to promote physical distancing.

BE IT FURTHER RESOLVED that the City Council and all other City legislative bodies will continue to meet via video and/or teleconference during the COVID-19 emergency.

PASSED AND ADOPTED by the Clayton City Council, State of California, on this 15th day of March 2022, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

_____

Peter Cloven, Mayor

ATTEST:

_____

Janet Calderon, City Clerk

CITY OF CLAYTON
Founded 1857 . . Incorporated 1964

AGENDA REPORT

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **Dana Ayers, Community Development Director**

DATE: **March 15, 2022**

SUBJECT: **A Resolution of the City Council of the City of Clayton: 1) Identifying Various Facilities and Equipment Replacement and Installations for the Application to the California Department of Parks and Recreation's Office of Grants and Local Services (OGAL), for Receipt of Grant Funds Pursuant to the Proposition 68 Recreational Infrastructure Revenue Enhancement (RIRE) Grant Program; 2) Establishing a Capital Improvement Project (CIP) for The Grove Facilities Enhancements (CIP 10455) in a Total Amount of $250,000; 3) Accepting and Appropriating to CIP 10455 $250,000 in Proposition 68 RIRE Grant Funds; and 4) Directing the City Manager to File a Notice of Exemption from the California Environmental Quality Act for the Project**

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution.

BACKGROUND

The RIRE grant funding program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by California voters on June 5, 2018. Codified in part in Public Resources Code (PRC), Division 46, Senate Bill 5 authorized "issuance of bonds in the amount of $4 billion pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program." Funds are provided through various programs, including the RIRE Grant Program.

Through the RIRE Program (PRC Section 80066), funds are available for a local agency that has obtained voter approval between November 1, 2012, through November 30, 2018, for revenue enhancement measures aimed at improving and enhancing local or regional park and recreational infrastructure. Funds are awarded proportionally based on the population of the voting area. A recipient of grant funds through the RIRE program is eligible to receive

funds based on a per person basis, with a minimum allocation of $250,000. No local match is required. Eligible projects exclude maintenance efforts but can include new and replacement recreational facilities, equipment and amenities installed within the grant performance period of July 1, 2019, through June 30, 2024.

On December 15, 2020, the City Council adopted Resolution No. 60-2020 authorizing the City Manager to file an application and to execute the grant agreement and other documents necessary to secure the Proposition 68 RIRE Program funds in the amount of $250,000. At the time of adoption of that resolution, no project had yet been identified for the Council's consideration of application for the RIRE Program funds; however, the eligible grant expenditures funds are confined to a particular location. More specifically, because the recreational facility ballot measure passed by Clayton voters was for The Grove (City of Clayton Special Parcel Tax, Measure P, passed November 2014), improvements funded by the RIRE grant program must be located within that park.

ANALYSIS

Staff has identified various facilities in The Grove that are in need of replacement due to damage or wear. Staff has also identified upgrades to The Grove that would benefit event operations and security while reducing costs. These enhancements include:

1. Replacement of the resilient surface in the children's play area;
2. Replacement of synthetic turf under the children's statue;
3. Installation of new security cameras in the park (completed in 2021, but is eligible for reimbursement because it is within the grant performance period);
4. Replacement of roofs on the stage area gazebo, picnic gazebo, and restroom;
5. Replacement and installation of various new electrical elements, including but not limited to LED lighting, park signage uplights, wiring and related components, and additional power supply; and
6. Replacement of various plumbing fixtures such as drinking water fountains;
7. Replacement of some damaged or worn park furniture items (picnic tables and benches) and the restroom floor surface.

Staff has received estimates for some of the costs in the itemized list above and anticipates that the majority of the grant allocation would fund or reimburse the expenses in items 1 through 5. Any remaining funds would be used for the plumbing fixture, furniture and flooring replacements in listed items 6 and 7, as well as contingencies such as cost increases in the current pricing estimates. Staff time to manage the construction effort is also eligible for a portion of the grant allocation.

ENVIRONMENTAL

The Grove is an existing public park in the Clayton Town Center. Replacement of various facilities, equipment and amenities, as well as installation of new equipment components within the park would not increase the footprint of the facility nor result in a substantial change or expansion of its current use. The project is therefore exempt from the California Environmental Quality Act (CEQA) under Categorical Exemption Class 1 (Existing Facilities), Section 15301 of the State CEQA Guidelines.

FISCAL IMPACTS

The City's RIRE allocation is $250,000, and no local match is required. The RIRE funds are paid as reimbursements, meaning that the City would front the expenses. Funds in The Grove Park Fund No. 211 currently exceed and would cover the full allocated grant amount. Disbursements received from OGAL would be replaced in The Grove Park Fund No. 211, ensuring that funds remain available for large capital outlay costs (including eventual replacement of the children's play structure) and other ongoing maintenance costs in coming years.

ATTACHMENT

Resolution

RESOLUTION NO. ##-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON: 1) IDENTIFYING VARIOUS FACILITIES AND EQUIPMENT REPLACEMENT AND INSTALLATIONS FOR THE APPLICATION TO THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION'S OFFICE OF GRANTS AND LOCAL SERVICES, FOR RECEIPT OF GRANT FUNDS PURSUANT TO THE PROPOSITION 68 RECREATIONAL INFRASTRUCTURE REVENUE ENHANCEMENT (RIRE) GRANT PROGRAM; 2) ESTABLISHING A CAPITAL IMPROVEMENT PROJECT (CIP) FOR THE GROVE FACILITIES ENHANCEMENTS (CIP 10455) IN A TOTAL AMOUNT OF $250,000; 3) ACCEPTING AND APPROPRIATING TO CIP 10455 $250,000 IN PROPOSITION 68 RIRE GRANT FUNDS; AND 4) DIRECTING THE CITY MANAGER TO FILE A NOTICE OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE PROJECT

THE CITY COUNCIL
City of Clayton, California

WHEREAS, the RIRE grant funding program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by California voters on June 5, 2018. Codified in part in Public Resources Code (PRC), Division 46, Senate Bill 5 authorized "issuance of bonds in the amount of $4 billion pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program;" and

WHEREAS, funds are allocated through various programs, including the RIRE Program (PRC Section 80066), which makes grant funds available for a local agency that has obtained voter approval between November 1, 2012, through November 30, 2018, for revenue enhancement measures aimed at improving and enhancing local or regional park and recreational infrastructure; and

WHEREAS, over 81 percent of registered Clayton voters voted in favor of the City of Clayton Special Parcel Tax, Measure P, in November 2014, to fund improvements at The Grove; and

WHEREAS, the City of Clayton is eligible for up to $250,000 in grant funds through the Proposition 68 RIRE Program; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 60-2020 authorizing the City Manager to file an application and to execute the grant agreement and other documents necessary to secure the Proposition 68 RIRE Program grant funds; and

WHEREAS, there are various facilities in The Grove that are in need of replacement due to damage or wear, and there are various upgrades to The Grove that would benefit event operations and security while reducing costs, including but not limited to replacement play surfaces and structure roofs, new security cameras and new electrical components.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California, does hereby:

1. Establish a Capital Improvement Project for The Grove Facilities Enhancements (CIP 10455; the "project") in a total amount of $250,000; and

2. Accept and appropriate $250,000 in Proposition 68 RIRE Grant funds for CIP 10455; and

3. Direct the City Manager to file a Notice of Exemption from the California Environmental Quality Act for the project.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 15th day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

_____
Peter Cloven, Mayor

ATTEST:

_____
Janet Calderon, City Clerk

CITY OF CLAYTON
Founded 1857 . . Incorporated 1964

STAFF REPORT

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: Laura Hoffmeister, Assist to the City Manager

DATE: **March 15, 2022**

SUBJECT: Establishing 2022/23 ERU Assessment Rate for Federal and State Mandated National Pollution Discharge Elimination System (NPDES) Program (Storm Water Pollution Prevention)

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution, Establishing the Rate Per Equivalent Run off Unit (ERU) for FY 2022/23 and requesting the Contra Costa County Flood Control and Water Conservation District to adopt an Annual Parcel Assessment for Drainage and Maintenance and the National Pollutant Discharge Elimination System (NPDES) Program, maintaining the current ERU Rate at $29.00 per single-family parcel.

BACKGROUND

The 1987 Reauthorization of the Federal Clean Water Act, as well as similar State legislation, required local agencies to obtain a NPDES Permit for discharging the contents of municipal storm drainage water conveyance systems. As implemented and enforced by the State through the Regional Water Quality Control Board (San Francisco Bay Area Region), this permitting effort is intended to improve water quality in the Delta and San Francisco Bay Estuary System, protect endangered species, and safeguard public waters and waterways for continued economic, recreation and health purposes. Stormwater runoff pollution has been identified as a significant impact on water quality and wildlife in the Bay Area by the State and Federal Governments. During wet weather, large amounts of pollutants, such as oil and grease from automobiles, heavy metals from vehicle exhaust and brake pads, such as copper and lead, pesticides, herbicides and fertilizers from lawns and gardens, soil erosion, and biological material enter the storm drain system and ultimately empty, untreated, into creeks, waterways, the Delta and the Bay.

The City participates and obtained its joint NPDES permit from the SF Regional Water Quality Control Board via the Contra Costa Clean Water Program whose participants include the cities within the County, the County and the Flood Control District. The City of Clayton has participated since its inception in September 1993. The SF Regional Water Quality Control Board issued the 4th five-year permit in November 18, 2015, covering FY 2015/16 – 2019/20 plus extended one year to 2020/21. This permit, called the Municipal Regional Permit 2.0 (MRP 2.0), covers many counties and cities in the Bay Area. The MRP 2.0 permit allows the City and other jurisdictions to utilize the storm water drainage system for discharges into creeks that ultimately drain into the bay.

This joint participation allows for the program management and permit process costs to be kept to a minimum through economies of scale and local and regional collaboration, at a fraction of the cost of doing it alone. The program provides for a regional approach to stormwater pollution control, regional monitoring, public education and outreach, technical support and training, special studies and NPDES permit administration requirements.

As part of its permit conditions, Clayton is required to implement a comprehensive Stormwater Management Plan (SWMP). The SWMP includes public participation and inter-governmental coordination designed to reduce the discharge of pollutants into the storm drainage system to the maximum extent practicable through the required implementation of 500 plus Best Management Practices and other requirements (about 350 pages long with an annual report checklist that is 100 pages in length), or BMPs as they are commonly referred. For comparison: in 1993 first there were 12 BMPs, about 5 pages in length, all related to municipal maintenance activities such as drainage inlet cleaning and v-ditch cleaning. In 1997 there were 257 BMP's covering 40 pages. In FY 2003/04 c3 amendments – an additional 75 pages were added to the permit by the Regional Board, requiring increased regulation and monitoring activities for development/construction controls, municipal maintenance, public education and outreach, illicit discharge and inspection, and documentation and reporting. In 2009 the document grew to 300 pages with 216 requirements). In 2016 the issuance of the new permit MRP 2.0 added more requirements emphasizing elimination of litter from waterways, retrofitting existing drainage inlets and systems to flow to bio planters or landscape areas, i.e.: "Green Infrastructure". (The next permit is planned for issuance in 2021/22 and will likely contain even more unfunded mandates, especially related to accelerating Green Infrastructure projects, and addressing homelessness as it relates to potential impacts to surface drainage and waterways.

The cost of meeting the obligations of the increased requirements contained in the MRP 2.0 have been and are expected to continue to exceed City revenues received from the ERU. The annual preliminary estimated shortfall for FY2022/23 is expected to be $40,000 of which only a portion ($23,000) will be covered by the Stormwater Reserve Fund balance, leaving an estimated balance of $17,000 that would need to be made up from the General Fund reserve or Rainy Day Fund 110. Although difficult to fully identify all future additional costs at this point, current compliance costs are estimated cost impacts to the City are projected to outpace revenues in FY 2022/23. Required by our current permit MRP 2.0 include more elimination of litter going into storm drains; more monitoring and reporting on our storm drain inlets trash capture devices (which capture litter before going to the creek), and "green infrastructure" which sets forth standards for cities to redirect their existing storm drainage water into landscape areas. In addition, reduction of PCB contained in caulk and joint compounds (structures built between 1950 and 1980) and having cities regulate certain demolition and tenant improvements similar to that now done for asbestos and lead paint for homes and businesses through the planning and building permit process is also required. These last two allowed and exemption process under certain verifiable criteria. The City successfully applied and was the first Bay Area city able to receive this exemption. An additional unfunded mandate in the permit was the creation of a citywide Green Infrastructure Plan which was submitted to the SF Regional Water Board in October 2019. City Council designated the future project along a portion of Pine Hollow Road to comply with the permit requirements.

AUGMENTED FUNDING DENIED

When the program was originally established in 1993, the rate cap for the current parcel fee in Clayton was set by the City Council at $29/ERU. Because other members of the Clean Water Program also have the same issues (costs exceeding available revenue available from the ERU rate) a cost/revenue analysis was undertaken by the Contra Costa Clean Water Program to evaluate possible additional funding mechanisms for the added requirements of the MRP. The Clean Water Program attempted three times the pursuit of legislation to add stormwater to the definitions of other utilities such as sewer and water (as it relates to voting requirements for increased fees) and was not successful in receiving needed legislative support, and there is no support by the governor and his staff. It was after these state wide attempts were fruitless, our straining local funding and the continuing increased requirements by state regulating agencies that led to the 2012 Prop 218 property owner vote for a new parcel fee. The new second revenue measure did not pass. Local revenues for stormwater quality protection have been level since 2000—while compliance costs continue to increase. Additional state legislation is being pursued to establish a process to allow for future local voter consideration of new stormwater revenues. However, in order to continue to receive the City's existing current ERU rate of $29 per single family parcel (the same amount levied since FY1999/2000) it must be levied. Failure to levy this fee would result in the City need to consider use for all this program cost (apx. $175,000) from its General Fund, Rainy Day Fund 110, and/or a local city specific revenue measure since the regional Prop 218 measure did not receive sufficient voter support for passage.

DISCUSSION

Staff currently participates, as is required by the Program agreement and state permit, on the Clean Water Program's Development Construction Controls/Green Infrastructure Committee, Administration Committee, and Management Committee; and as needed in the Monitoring and Inspection Committee, and the GIS workgroup. City staff typically attends and participates in 4-5 meetings per month.

One of the largest components of the unfunded mandates was the trash load analysis and reduction program that cities had to undertake. This provision required cities to reduce their trash pollution load by 40% by 2014, and completely eliminate (100% reduction) by 2020. The City of Clayton installed 25 trash capture devices and has reduced its trash load to the 100% level at this time, about 5 years before the deadline. Clayton is one of only a few cities in Contra Costa County and the Bay Area that has met this goal ahead of the mandated deadline. The trash capture devices and their installation were covered through ABAG grants that the City Maintenance staff received. However, there were not any new funds to address the mandated studies and documentation that cities must file as part of its Annual Report to the State. They include mandatory maintenance items such as clearing of trash along specific areas of creeks and drainage inlets; the quantification of the materials collected; enforcement action (issuance of citations) to individuals for pollution runoff; creeks and waterways testing, mapping, monitoring and of all creeks and all outfalls to creeks, and specific on-going litter removal down to the size of a cigarette butt of litter on certain distance of creek segments and the cleaning of drainage inlets (we currently do public inlets only). The reporting format requires cities to use a computer data base for mapping, reporting and monitoring information and transmitting electronically to the SF Regional Water Board where they will post to a public accessible web site. The Clean Water Program is establishing a cloud-based GIS mapping project where we will have access to GIS data base, therefore at this time there is not a need to undertake an individual city effort to comply with this

permit requirement. The MRP 2.0 permit also required increased and/or enhanced inspections to commercial businesses. The City contracts with Central Contra Costa Sanitary District to perform these inspections, as it has the special training needed to undertake and most of the businesses are restaurant businesses which it already periodically inspects. The permit also requires all maintenance staff and city contractors that apply herbicides, pesticides or fertilizers to be certified in Integrated Pest Management Practices (IPM), and Bay Friendly Certified, and for cities to have local IMP management plans and/or ordinances. The City has in the past obtained compliance by ensuring that one of its Maintenance Supervisors is trained. The City's outside noxious weed abatement contractor (Envirotech) and building pesticide contractor (Western Exterminator) are all Bay Friendly Trained and Certified applicators.

Another on-going issue is litigation. Certain third-party interest groups have repeatedly brought legal action against the EPA, State and Regional Agencies, the cities, county, and our Clean Water Program. The focus is that the SF Regional Board issued permit did not mandate enough prescriptive requirements to ensure proper water quality, monitoring and reporting. These court actions have in the past increased costs for legal defense and added to the program requirement standards issued by the State, or as a result of judicial decisions. The Environmental organizations five years ago appealed with the State on the MRP 2.0. This appeal is currently on hold pending the issuance of MRP 3.0 which will then start a new opportunity for third-party interest group litigation. To minimize the potential future legal costs the group program costs have included encumbrances of some group Program funds for this appeal purpose. To date Save the Bay has been closely monitoring the current MRP 2.0 permit reporting data by cities and the MRP 3.0 new permit issuance process, and have increased their interest in Green Infrastructure. Recent changes at the Federal level in the EPA will not lessen permit requirements or actions mandated to the cities as state legislation and through the voter approved State Clean Water Act, directed by the SF Regional Water Quality Control Board, are the governing authorities.

Overall, the City's total costs are comprised of two components, one consisting of the pro rata share of group costs based upon population. The other is the management and maintenance activities undertaken by the City and its contracts with others for required activity implementation and monitoring and reporting. All program staff and permittees (cities and county) have been and continue to make strong efforts to control costs at the program level. However, funds for the MRP 2.0 permit, technical and legal work, education and outreach, implementation of programs to address recent pollutants of concerns (PCB, Mercury, Lead, Nickel etc.), ongoing trash load reduction management, green infrastructure analysis/implementation, enforcement compliance enforcement for construction site practices, and commercial operations, have increased these State unfunded mandate costs on cities and counties.

ASSESSMENT AND PROGRAM BUDGET

Due to the implementation by the Program of unfunded mandate permit requirements by the SF Regional Board, the Group's Clean Water Program Budget for FY 2022/23 is approximately $4.2 million which is $500,000 above last year. The increase is related to anticipated new MRP 3.0 permit requirement program costs which will start in FY 2022/23. The Program revenues are $3.5 million, the same as the last several years, with the difference coming from the Program reserve fund. For the last few years and through 2024 increased costs were addressed by Program reserve carry over or encumbrances of this year's funds to help reduce or smooth out increases;

thus minimizing the impact (reduction) in return to source funds. It is expected that in 2024 there is no reserve available and with the additional permit requirements and associated costs with the SF Regional Water Board MRP 3.0 issuance, local return to source funds will decline.

For FY 2022/23 the City of Clayton's pro rata share of the Programs cost is .098%approximately ($34,179) which is $128 less than last year, however $3,107 more than four years ago. Future costs increases and lack of Program carry over funding in the future years will continue to result in less return to source funds to undertake the added local city permit requirements. At this time, it is expected the decrease in return to source funds is likely to continue into the future absent any other source of funding.

It is currently estimated that for FY 2022/23 the gross revenues from Clayton's assessment will total approximately $127,690. Of this $34,179 is allocated to the Clean Water Program administration and group expenses; $3,800 to the County Auditor for costs related to assessment collection; $8,000 to the Sanitary District for commercial inspection, monitoring and municipal requested call out inspections; $3,000 to the District for fiscal and assessment area management, $3,000 for program reserve, and $10,000 for our annual state discharge permit fee. Thus, the remaining funds available to the City, for all other activities in FY 2022/23 are approximately $65,711 a decrease of $10,698 over this year. Approximately fifty-five percent of the City's funds are directly spent on labor costs of maintenance activities required by the program, such as storm drain inspection and cleaning, creek clearing; responding to spill calls. The remaining is divided between equipment and materials; monitoring and inspection; and management and reporting. In FY 2020/21 budget adoption it was anticipated that the ending fund balance would be $1,333, with existing revenues insufficient to cover expenses starting in FY 2021/22. However, the actual FY 2020/21 ending fund balance was $49,063, and will be sufficient to cover anticipated expenses for FY 2021/22. For fiscal year 2022/23, it is preliminarily estimated that use of the entire remaining projected fund balance of $29,308 may be needed from the City's Stormwater Reserve Fund (Fund 216), depleting the Stormwater Reserve Fund, and an additional need of $28,860. If additional revenues are needed, the City must consider use of its General Fund, General Fund Reserve, Rainy Day Fund 110. In future years, the City could consider a local city specific revenue measure since the regional Prop 218 measure did not receive enough support for passage. However, there may still be a shortage of revenue in this fund until such time as new dedicated funding is obtained. This possibility has been included in past reports and if additional funds are needed for FY 2022/23 or future FY shortfalls, it will be included as part of the City budget report and discussions with City Council as part of the budget process.

To continue the local revenue source necessary to fund the unfunded mandates by federal and state government regulations, the City annually authorizes the Contra Costa Board of Supervisors to direct the Contra Costa Flood Control and Water Conservation District to establish a storm water utility area for the City and to impose benefit assessments on all applicable parcels within the City of Clayton. This item is the annual consideration to request the local assessment levy which provides funding to the Federal and State Clean Water program mandates which the City must undertake and participate in according to Federal and State law. **Staff recommends no increase to the rate for FY 2022/23; it will be the same rate as the last twenty-three fiscal years, which is $29.00 per ERU.**

Since the City is not exceeding the current rate cap and not increasing the levy rate, the voter approval requirement of the Prop. 218 process does not apply. A single family detached dwelling is typically one ERU; homes on lots 20,000 sq. ft. or larger are allocated 1.7 ERU's; attached homes (e.g., townhomes and duets) are 0.7 ERU. This formula is the same throughout all Contra Costa communities and all cities and the County funds their NPDES costs through the ERU assessments.

FISCAL IMPACT

Although a Federal and State Mandated program, cities do not receive any revenues from the Federal and State governments to offset or cover the mandated requirements. Consequently, the Stormwater Utility Rate and Assessment areas were established in 1993 by the County and the Cities to develop a funding source to cover the costs of the Federal and State mandates.

The recommended assessment for FY 2022/23 is the same rate that is currently in place. Should the City not authorize the Flood Control District to establish and collect the annual assessments, the City still has the financial and legal responsibility to perform the Permit requirements but would not receive the approximately $127,690 generated by the annual assessment. Mandated activities would need funding from another source, such as the General Fund. Given the high level of commitment of the General Fund to other City programs and projects, prior state “takes” of local funds, loss of redevelopment funds, the prior “great recession” and the COVID-19 economic downturn, and fixed cost impacts to the General Fund, these NPDES costs, if paid for by the General Fund, would adversely impact other services and operations the City currently provides to the community. It must be noted here the Regional Water Quality Control Board and several case laws consistently declare clean storm water are of the utmost state priority and public agencies have been given the tools (i.e.: local taxing authority) to generate additional revenues for these purposes by garnering local voter approval to tax themselves more for this mandate.

Additional implementation measures such as those needed for monitoring and maintenance of new Stormwater facilities required under our mandated permit and installed as part of new construction within Clayton (C-3), have been addressed by the City Council to provide for methods that are self supported by the **new** development such as Benefit Assessment Districts or Homeowners Associations or combination thereof, or other approach that would not financially impact the city and its general funds. This Council-directed policy minimizes potential impacts to the under-funded Stormwater fund or the City’s General Fund for the permanent new development installed specific requirements to meet the new state regulations. However not covered by these are the general overall reporting, enforcement action and trash reduction action plans, commercial inspections, monitoring enhancements required by the regional board are reasons that the current assessment fee should be continued.

CONCLUSION

To continue the same revenue source required to fund the state mandated activities the City annually authorizes the Contra Costa Board of Supervisors to direct the Contra Costa Flood Control and Water Conservation District to impose annual benefit assessments on all applicable parcels within the City of Clayton. The attached Resolution would maintain the current Stormwater Utility Rate assessment of $29.00 per ERU for FY 2022/23.

Attachments:

1. Proposed ERU Resolution for FY 2022/23
2. Clean Water Program Budget costs and cost sharing formula FY 2022/23
3. Stormwater Fund 216 Budget Information
4. Stormwater Budget History and Forecast

ERU 22-23 ccsr

Attachment 1

RESOLUTION NO. ##-2022

A RESOLUTION ESTABLISHING THE RATE PER EQUIVILANT RUN-OFF UNIT (ERU) FOR FY 2022/23 AND REQUESTING THE CONTRA COSTA FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO ADOPT AN ANNUAL PARCEL ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

THE CITY COUNCIL
City of Clayton, California

WHEREAS, under the Federal Water Quality Act [33 U.S.C. Section 1342 (p)], certain municipal stormwater discharges require a permit from the appropriate federal or state authorities pursuant to the National Pollutant Discharge Elimination System (NPDES) program; and

WHEREAS, the City of Clayton, in conjunction with other affected jurisdictions within Contra Costa County, applied to the State Regional Water Quality Control Board and received a Joint NPDES Permit which requires the implementation of a Storm Water Management Plan and Best Management Practices to minimize or eliminate pollutants from entering stormwaters; and

WHEREAS, Assembly Bill 2768 (West's Water Code Appendix, Section 63-12 and 63-12.9) authorizes the Contra Costa County Flood Control and Water Conservation District (District) to establish Stormwater Utility Areas (SUA) and to levy annual benefit assessments for the purpose of carrying our activities required under the NPDES program; and

WHEREAS, it is the intent of the City to utilize funds received from its Stormwater Utility Area (SUA) for implementation of the NPDES program and local drainage maintenance activities; and

WHEREAS, at the request of the City, the Contra Costa County Flood Control District and Water Conservation District (District) has completed the process for the formation of a SUA, including the adoption of the Stormwater Utility Assessment Drainage Ordinance No. 93-47; and

WHEREAS, the SUA and Program Group Costs payment agreement between the City and the District requires that the City of Clayton annually, by May 1, determine its rate to be assigned to a single ERU for the forthcoming fiscal year; and

WHEREAS, the City Council adopted Resolution 9-93, which established the range of the annual assessment to be imposed by the District within the storm water utility area not to exceed $29 per ERU; and

WHEREAS, the City of Clayton has operated at its maximum $29 per ERU rate since FY 1999/00 (the last twenty-three fiscal years) and this same rate is proposed again for FY 2022/23.

NOW, THEREFORE, BE IT RESOLVED the City Council of Clayton, California does hereby determine that its real property assessment rate to be assigned to a single ERU for FY 2022/23 shall be set and assessed at $29.00; and

BE IT FURTHER RESOLVED, the City Council of Clayton, California, does hereby request the Contra Costa Flood Control and Water Conservation District to adopt the SUA levies in Clayton based on the above established rate.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Clayton, California at a regular public meeting of thereof held on March 15, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The City Council of Clayton, CA

_____
Peter Cloven, Mayor

ATTEST:

_____
Janet Calderon, City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Clayton at a regular public meeting held on March 15, 2022.

_____
Janet Calderon, City Clerk

Reso erurate22-23

GROUP COSTS METHODOLOGY & ALLOCATION
FOR FISCAL YEAR 2022/23

City/County/State	January 1, 2021	January 1, 2022[1]	Percent Change	Prorata % of Program [2]	SUA Budget [3] Allocation
CONTRA COSTA COUNTY	**1,149,853**	**1,153,854**	0.35%		**$ 3,500,000**
ANTIOCH	112,236	112,848	0.55%	9.78%	$ 342,303
BRENTWOOD	65,263	66,097	1.28%	5.73%	$ 200,493
CLAYTON	11,290	11,268	-0.19%	0.98%	$ 34,179
CONCORD	129,453	129,273	-0.14%	11.20%	$ 392,125
DANVILLE	43,840	43,906	0.15%	3.81%	$ 133,181
EL CERRITO	24,835	24,846	0.04%	2.15%	$ 75,366
HERCULES	25,494	25,864	1.45%	2.24%	$ 78,454
LAFAYETTE	25,321	25,358	0.15%	2.20%	$ 76,919
MARTINEZ	36,946	36,827	-0.32%	3.19%	$ 111,708
MORAGA	16,756	16,820	0.38%	1.46%	$ 51,020
OAKLEY	42,268	42,895	1.48%	3.72%	$ 130,114
ORINDA	18,984	19,078	0.50%	1.65%	$ 57,870
PINOLE	19,390	19,369	-0.11%	1.68%	$ 58,752
PITTSBURG	74,501	74,498	0.00%	6.46%	$ 225,976
PLEASANT HILL	34,127	34,133	0.02%	2.96%	$ 103,536
RICHMOND	110,288	110,130	-0.14%	9.54%	$ 334,059
SAN PABLO	31,078	31,041	-0.12%	2.69%	$ 94,157
SAN RAMON	83,376	83,863	0.58%	7.27%	$ 254,383
WALNUT CREEK	70,592	71,317	1.03%	6.18%	$ 216,327
UNINCORP. COUNTY	173,815	174,423	0.35%	15.12%	$ 529,080
				100.00%	$ 3,500,000

1. Population estimate based on State of California Department of Finance (E-1) City/County projections- January 1, 2022. Figures are updated in May of each year.
2. Percentages based on prorata of population.
3. SUA funds allocated for budget purposes, which by policy is set at $3.5M

Attachment 3

City of Clayton
Stormwater Fund 216
Proposed Budget 21-22

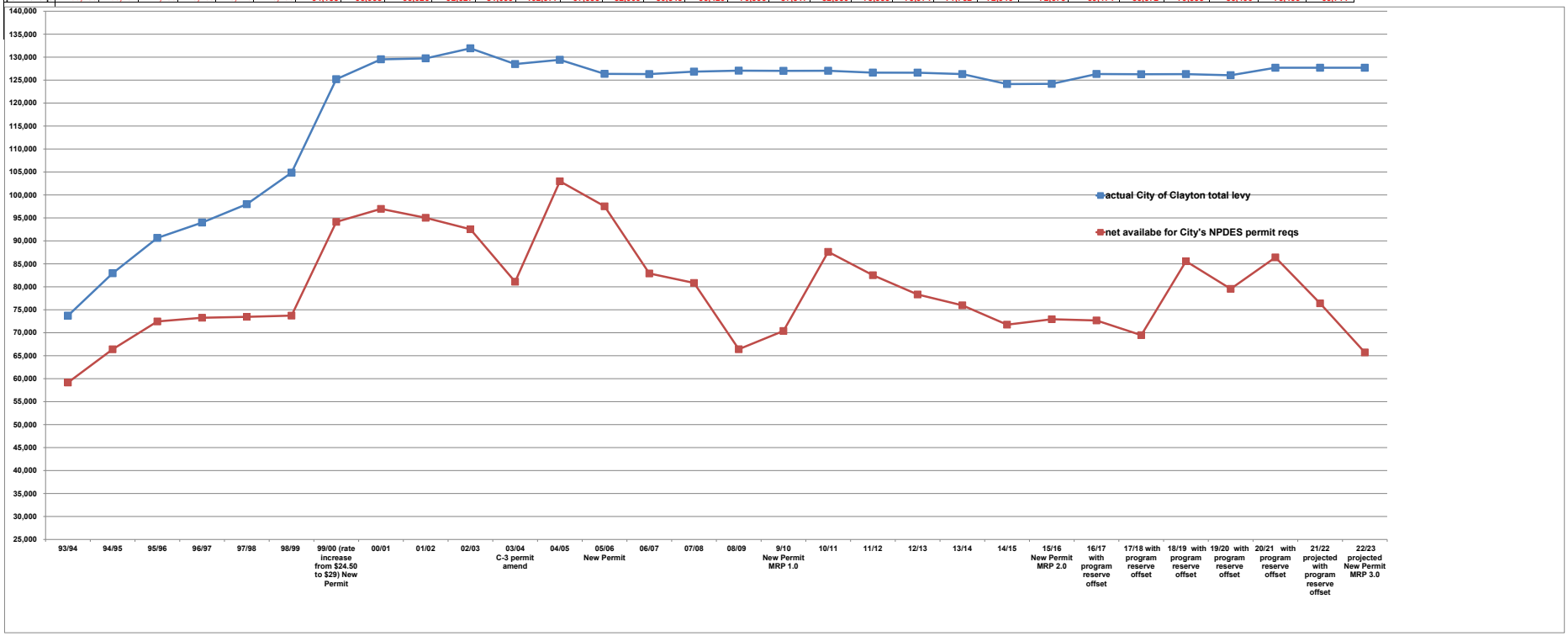
Account Number	Account Name	2019-20 Actual	2020-21 Adopted Budget	2020-21 Actual	2021-22 Adopted Budget
7111	Salaries/Regular	20,887	22,875	14,310	23,776
7112	Temporary Help	-	2,906	578	2,635
7113	Overtime	-	-		-
7218	LTD/STD Insurance	202	229	73	206
7220	PERS Retirement - Normal Cost	1,656	2,149	1,285	2,197
7221	PERS Retirement - Unfunded Liability	2,755	2,242	1,307	2,954
7231	Workers Comp Insurance	1,100	1,260	1,083	992
7232	Unemployment Insurance	13	224	-	526
7233	FICA Taxes	339	554	286	546
7246	Benefit Insurance	2,444	4,159	2,245	4,301
7311	General Supplies	123	4,000	2,551	1,000
7341	Building/Grounds Maintenance	1,200	15,200	24,349	1,200
7343	Vehicle Maintenance	1,827	2,000	712	2,000
7344	Vehicle Gas, Oil, and Supplies	818	2,000	720	2,000
7373	Education and Training	-	500		
7389	Misc. Expenses	-	-		
7409	Street Sweeping Services	54,000	55,900	53,775	55,900
7411	Professional Services Retainer (Legal)	-	-		-
7412	Engineering Services	-	2,000	-	2,000
7419	Other Prof. Services	220	1,720	205	1,720
7435	Contract Seasonal Labor	18,482	15,000	14,938	6,000
7481	State Regional Annual Discharge Fee	8,539	10,000	8,992	9,000
7486	CERF Charges/Depreciation	4,700	4,700	4,700	4,700
7520	Project/Program Costs - Outreach	-	500	-	-
8101	Fund Admin - Transfer to GF	39,990	40,430	40,430	41,966
	Total Expenditures	**159,295**	**190,548**	**172,660**	**165,619**
	Stormwater Assessment ERU Gross	126,062	126,306	127,690	126,306
	NPDES Group Program costs	(34,801)	(35,014)	(34,397)	(34,397)
	Commercial Insp by Central San	(4,293)	(8,000)	(2,193)	(8,000)
	Flood Control Dist Fiscal Mgmt Cost	(689)	(3,000)	(700)	(700)
	County Auditor/Controller Costs	(3,726)	(3,800)	(1,000)	(3,800)
	Mandatory Min. Reserve Withdrawl/(Deposit)	(3,000)	(3,000)	(3,000)	(3,000)
	Adjustment (Third Installment Timing)		-	-	-
4602	***Net Assessment Revenue***	79,553	73,492	86,400	76,409
4603	Stormwater O & M Annual Fee	5,048	5,020	5,020	5,020
5324	Street Sweeping Fees	58,317	55,900	59,429	55,900
5601	Interest	738	1,000	1,000	600
5606	Unrealized Inv. Gain/Loss	724	-	(398)	
6007	Transfer from Landscape Maintenance Fund	1,090	1,130	1,130	1,130
	Total Revenue	**145,470**	**136,542**	**147,562**	**139,059**
	(Decrease) in Fund Balance	**(13,825)**	**(54,006)**	**(25,098)**	**(26,560)**
	Beginning Fund Balance	**87,986**	**55,339**	**74,161**	**29,308**
	Ending Fund Balance	**74,161**	**1,333**	**49,063**	**2,748**

Note: ending fund balance actual for FY 21/22 was $20,000 higher than expected; however still insufficient for FY 22/23

Attachment 4

Contra Costa Clean Water Program
City of Clayton ERU levy history

Fiscal Year	93/94	94/95	95/96	96/97	97/98	98/99	99/00 (rate increase from $24.50 to $29) New Permit	00/01	01/02	02/03	03/04 C-3 permit amend	04/05	05/06 New Permit	06/07	07/08	08/09	9/10 New Permit MRP 1.0	10/11	11/12	12/13	13/14	14/15	15/16 New Permit MRP 2.0	16/17 with program reserve offset	17/18 with program reserve offset	18/19 with program reserve offset	19/20 with program reserve offset	20/21 with program reserve offset	21/22 projected with program reserve offset	22/23 projected New Permit MRP 3.0
actual City of Clayton total levy	73,716	82,956	90,644	93,993	97,994	104,851	125,196	129,522	129,737	131,915	######	129,420	126,362	######	126,843	127,055	######	######	######	######	######	124,144	######	126,328	126,279	126,306	126,062	127,690	127,690	127,690
net availabe for City's NPDES permit reqs	59,158	66,407	72,465	73,265	73,470	73,735	94,135	96,968	95,026	92,527	81,099	102,977	97,533	82,909	80,843	66,420	70,396	87,617	82,530	78,333	75,974	71,762	72,940	72,676	69,474	85,572	79,553	86,400	76,409	65,711



CITY OF CLAYTON
Founded 1857 . . Incorporated 1964

AGENDA REPORT

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **Janet Calderon, City Clerk**

DATE: **March 15, 2022**

SUBJECT: **APPROVAL OF 2022 "CLASSIC CAR SHOW & DJ" WEDNESDAY SERIES AT THE CITY PARKING LOT ON MAIN STREET**

RECOMMENDATION

By minute motion, approve the use of the City's parking lot on Main Street for Councilmember Diaz's proposed Wednesday Classic Car Show 2022 dates.

BACKGROUND

In 2012, a new "Concerts in The Grove" Thursday series began in The Grove Park located in downtown Clayton. In 2016, the "Concerts in The Grove" moved to Wednesday evenings and included a Classic Car Show. Although the Concerts in the Grove have moved to Saturday evenings, the Classic Car Show became popular in the Clayton community and Councilmember Diaz wishes to continue the coordination of this auto show and DJ. He requests the City's permission for use again of the City parking lot on Main Street, at no cost.

2022 CONCERT SCHEDULE

Wednesdays from 6:00 p.m. to 8:00 p.m. in the City of Clayton Parking Lot at 6099 Main Street on the following dates:

June 22
July 6 & 20
August 3

FISCAL IMPACT

Use of the public parking lot is at no fee or City expense.

RECOMMENDATION

Approve the recommended concert dates.

Attachments: 1. Councilmember Diaz email
2. Wednesday Classic Car Show Schedule

Janet Calderon

From: James Diaz <jimdiaz2002@pacbell.net>
Sent: Thursday, March 10, 2022 12:37 PM
To: Janet Calderon
Cc: Reina Schwartz; Laura Hoffmeister
Subject: 2022 Clayton Classic Car Show Series
Attachments: 2022- Wednesday Night - Classic Car Show & DJ - Schedule - 02-07-2022.docx

Ms. Calderon:

Janet,

Good afternoon.

Attached is the 2022 Clayton Classic Car Show Series Schedule.

Please add this to the next appropriate City Council Meeting's Consent Calendar for approval and addition to the Official City Calendar.

Please let me know if you have any questions or need additional information.

Thank you.

Jim Diaz
Producer
2022 Clayton Classic Car Show Series
(925) 672-0535

Attachment

2022 WEDNESDAY NIGHT CLAYTON CLASSIC CAR SHOW SCHEDULE

The Wednesday Night Clayton Classic Car Show is a series of four (4) Classic Car Shows from the immediate Clayton Valley Area. Each Car Show will begin at 6:00 PM and end at 8:00 PM. Entertainment will be provided by DJ.

These Classic Car Shows will be held in the City of Clayton Parking Lot at 6095 Main Street. In addition, it is planned to use a portion of the undeveloped land behind the Clayton Community Church property, adjacent to the KinderCare Parking Lot, for Vintage Car parking in excess of the twenty (20) Vintage Cars parked in the City of Clayton Parking Lot at 6095 Main Street.

2022 CLASSIC CAR SHOW DATES:	**ENTERTAINMENT:**
• **June 22**	**Classic Car Show & DJ Jeffrey Brown**
• **July 6**	**Classic Car Show & DJ Jeffrey Brown**
• **July 20**	**Classic Car Show & DJ Jeffrey Brown**
• **August 3**	**Classic Car Show & DJ Jeffrey Brown**

Due to the current COVID-19 Restrictions, participation limits in effect shall be observed, with appropriate Masking and Social-Distancing, as well as, and other requirements in effect.

February 7, 2022

declaring

March 2022

as

"Red Cross Month"

WHEREAS; in times of crisis, people in the City of Clayton come together to care for one another. This humanitarian spirit is part of the foundation of our community and is exemplified by American Red Cross volunteers and donors. March is American Red Cross Month, a special time to honor the kindness of our volunteers and neighbors who aid families in need every day as they carry out the organization's 140-year mission of preventing and alleviating suffering; and; and

WHEREAS; despite the ongoing challenges presented by the COVID-19 pandemic, people have stepped up to help others in need. Whether it was responding to this year's record-breaking wildfires, horrific tornadoes, extreme winter storm cold waves or summer heat waves, volunteers continued to roll up their sleeves to give blood when our country faced a severe blood shortage; and

WHEREAS; last year in Contra Costa County, 518 families affected by 130 devastating home fires, relied on the American Red Cross and our partners for comfort and hope, providing emotional support, addressing immediate needs and helping families recover with emergency financial assistance or community resources. Through our Sound the Alarm program we made 108 households safer by helping residents create a fire evacuation plan; and

WHEREAS; Contra Costa County residents donated 17,277 units of lifesaving blood; hosted 788 blood drives, including working several partner sponsored diverse blood drives to help the fight against Sickle Cell Anemia. 8,486 local community members took classes to learn skills like first aid and CPR that save lives; 910 military members and their families received support and services; and humanitarian aid was provided internationally; and

WHEREAS; Red Cross volunteers deployed 552 times, dedicating 61,930 volunteer hours to assist neighbors in California and around the country during 41 different disaster relief operations of all sizes, including wildfires in Oregon and California and Hurricane Ida; and

WHEREAS; their work to prevent and alleviate human suffering is vital to strengthening our community's resilience. We dedicate this month of March to all those who continue to advance the noble legacy of American Red Cross founder Clara Barton, who lived by her words, "You must never think of anything except the need, and how to meet it." We ask others to join in this commitment to give back in our community.

NOW THEREFORE, I, Peter Cloven, Mayor, on behalf of the Clayton City Council, do hereby proclaim March 2022 as "Red Cross Month" in Clayton, California and encourage all Americans to support this organization and its noble humanitarian mission.

CITY OF CLAYTON

Founded 1857... Incorporated 1964

STAFF REPORT

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **REINA SCHWARTZ, CITY MANAGER**
KATHERINE KORSAK, FINANCE DIRECTOR

DATE: **March 15, 2022**

SUBJECT: **ACCOUNTING ACTION PLAN TO CORRECT FY2020/21 AUDIT FINDINGS**

RECOMMENDATION

Review and recommend preliminary accounting action plan to correct all the audit findings in the independent auditor's report on internal control over financial reporting and compliance for FY2020/21. Action plan includes engagement with two outside services providers: NFP Accounting Technologies and Maze & Associates (within their governmental accounting services department).

BACKGROUND

Since 2019 there has been a significant amount of transition in key City management positions, including five City Managers, three Finance Directors, two City Engineers, and two different Community Development Directors. This has resulted in inconsistencies within the Administration Department and more specifically the Finance Department. One past Finance Director left at the end of FY2020/21 and an interim director came in to close the books for a year that they were unfamiliar with. The current Finance Director started after the FY2020/21 audit had already begun.

The Finance Department consists of one full time Finance Director, one 60% Accounting Technician and one 70% business administrative assistant/code enforcement officer. Additionally – the City Clerk also serves as the Human Resource Manager. Finance and Human Resources have many overlapping functions, including benefit administration, time and labor management, payroll, and managing time-off accruals. There is a need to assess each department's role in financial functions so that these functions run smoothly and efficiently. With the very small staff, it is

important to make good use of technology to decrease rework, increase transparency in our reporting to the public and ensure we have solid internal controls. Additionally, the accounting software, Blackbaud's Financial Edge NXT, has had a longstanding issue with the bank reconciliation module. Past Finance Directors used an excel spreadsheet to reconcile outside of the system as a workaround. This method is not incorrect, it is just not a best practice and hinders automation of accounting processes and procedures for a clean monthly close within the accounting system.

DISCUSSION

This will begin by examining the overall Plan of Action to remedy the accounting processes and procedures. Next, we will restate the audit findings and the City's Action Plan to Remedy each finding. Please note that the accounting services of Maze and Associates will be used as the primary support to these actions.

Overall Plan of Action and Preliminary Timeline

1. Review accounting records from July 2021 through current month for completeness, post all unposted transactions, and close the months that are still open.
    - Timeframe: this will start the week of March 7th and once it is started, we will get regular reports as to how long this will take. Optimistic time for completion is by end of April, 2022.
2. Work with Finance Director and software contractor (NFP Accounting Technologies) on developing a systematic process to close the books on a regular basis, including monthly, quarterly and annual procedures (define soft close, hard close, etc. within system capabilities). Work through the system issues with the bank reconciliation module.
    - Timeframe: once item 1 is completed we should be able to define and implement this. We plan to start to be able to close in a timely manner by 1st quarter of FY2022/23, which would be end of October 2022.
    - NFP Accounting Technologies has been able to identify that the bank reconciliation module is not working correctly. They are a preferred provider with Blackbaud Financial Edge NXT and have placed a service ticket in to rebuild the system to fix the current errors. We can still work in the accounting system and they will let us know when it is fixed. There should not be any data loss or downtime as they are working in a copy of our database file.
3. Develop regular monthly financial departmental reports for review and feedback from department heads prior to close.

- Timeframe: 1st quarter of FY2022/23, which would be beginning of October 2022. This will need to happen before public facing reports are produced.

4. Develop regular quarterly financial reports for the City Council.
    - Timeframe: 1st quarter of FY2022/23, which would be end of October 2022, needs to occur after item 3 as departments need to be involved in this review process.
5. Identify all revenue and expense allocations that need to be made.
    - Timeframe: By end of April 2022, no later than July during fiscal year end close for FY2021/22.
6. Identify and define the notes payable and receivable in the system and define the journal entry requirements.
    - Timeframe: By end of April 2022, no later than July during fiscal year end close for FY2021/22.
7. Analyze the projects and grants and develop a process for better tracking within the accounting system. Specifically - the Single Audit requirements for the APRA funds.
    - Timeframe: start by end of March 2022 as there is a deadline in April, 2022.
8. Assist in documentation of key processes / procedures to use for training and succession purposes.
    - Have a working draft completed 1st Quarter FY2022/23.

Audit Findings and City's Response

I. Audit Finding: Continuity of Personnel

In the past few years, the City has had significant transition in management, particularly with the Finance Director position. Since the beginning of the fiscal year ended June 30, 2021, the City has gone from a Finance Director of a year, to an interim Finance Director, and to a new Finance Director. With the change in management, some of the institutional knowledge and responsibilities that are essential for the smooth operation of the City have been lost. As a result, the audit noted a dozen general ledger accounts across multiple funds that were not properly closed which resulted in eight (8) material journal entries. We recommend that management consider developing a succession plan in the event the Finance Director is unable to perform their duties for a length of time due to illness, attrition, or any other reason. The succession plan should outline procedures to be implemented and a redistribution of responsibilities in the event of a temporary or permanent change. This plan will ensure that the organization will be able to conduct its operations in the orderly and efficient manner that has been the basic ingredient for its past success.

City's Action Plan to Remedy:

Review and refine the Accounting Policies and Procedures Manual to ensure that what is in practice is what is defined in the manual. Document the systems so that in the event there is a future transition it would be smoother.

Maze and Associates will assist by providing backup in case there is ever a need for interim Financial Management.

- Timeframe: Complete by 1st Quarter FY2022/23.

II. Audit Finding: General Ledger Closing Procedures

The audit noted that monthly reconciliations and closings of books has not been happening which has resulted in additional hours to reconcile accounts (e.g. pooled cash) and to audit. We recommend that reconciling and closing procedures include locking the accounting records at quarter-end so that the records remain relevant and reliable.

City's Action Plan to Remedy:

We plan to close the books for the FY2021/22 by end of September 2022.

- Timeframe: We plan to close the books for the FY2021/22 by end of September 2022. Audit fieldwork can start in October 2022. We hope to have the audit completed by mid-December, 2022.

III. Audit Finding: Notes Receivable and Payable

The audit noted material journal entries to the balances of notes receivable and payable. The accounting for these balances is complex because of the interfund relationships that occur with the balances. We recommend that management document and define the reoccurring and required entries to record the movement of funds to and from outside sources and between City funds.

City's Action Plan to Remedy:

We plan to review and identify all bonds and related notes payable including all transactions associated with the Clayton Financing Authority and the Redevelopment Successor Agency.

- Timeframe: By end of April 2022, no later than July during fiscal year end close for FY2021/22. Refer to Plan of Action item 2.

IV. Audit Finding: Fixed Asset Module

The audit noted that capital expenditures had not been properly captured in the fixed asset module. In addition, the balances in the fixed asset module were not reconciled with the general ledger. We recommend that a reconciliation between the fixed asset module and the general ledger be made during the closing of books.

City's Action Plan to Remedy:

We will create a plan to record new capital assets in the period in which they are acquired. The accounting system has some quirks in the capital asset module. One has to record in the database view for the new assets to show up on the general ledger, rather than the NXT view. We will well document this process and it will remedy this finding.

- Timeframe: Implemented by the end of April 2022. We will look at the capital assets policy and may revise it.

V. Audit Finding IT Review:

During the year the City's accounts were compromised and unauthorized funds were withdrawn. Many frauds in government are the result of phishing and stealing of IDs and passwords. We recommend that the City review and improve IT safeguards, procedures, and policies. Examples of IT improvements should include at a minimum:

- periodic required password updates
- remote access safeguards
- network access safeguards
- mobile device restrictions

City's Action Plan to Remedy:

To clarify, this was outside bank fraud and in the amount of $45,790.98. It was reported to Bank of America three days after the current Finance Director started, October 7, 2021 (three days after it occurred). A perpetrator got the City's banking information including the routing and account number and created fraudulent checks and processed fraudulent ACH transactions. A police report was filed and they have performed investigations. The City has done everything it possibly could to try to recover the above funds from Bank of America. Bank of America refuses to take responsibility for the loss. The City filed an insurance claim with the City's crime policy, it was approved and the funds have been received in the amount of $43,290.98, deposited on 2/28/2022. There is a $2,500 insurance deductible, therefore, $2,500 is the extent of the loss. We have implemented positive pay and ACH blocks, which define ACH vendors and place transactional limits to help preclude this type of fraud in the future.

We are receiving proposals for an IT audit with a few providers, including Charles River and Associates and Rubiconn. Based on those proposals, the City should have a better idea of the scope of review that will be most effective and efficient.

Timeline:

Within the next month we will have a clearer idea of how to approach the IT audit and how best to remediate the audit findings. We will keep the committee informed of the progress of this item.

FISCAL IMPACT

Undetermined at this point. We will report back once we have a clearer estimate of the total amount needed to remedy all of the above. We are recommending that the committee recommends to the City Council to appropriate American Rescue Plan Act funds for all of the below (once more refined cost estimates are available), as all of the issues identified in the audit were certainly exacerbated by the COVID-19 pandemic and the increase in turnover, remote work, and increase in cyber-crime.

Maze and Associates rates are below:

Staff Level	Hourly Rates	
	Range	
	Base	Not to Exceed
Partner	$ 260.00	
Manager	$ 192.00	$ 215.00
Supervisor	$ 135.00	$ 161.00
Senior Associate	$ 120.00	
Associate	$ 99.00	

Rates are billed in ¼ of an hour increments. The fees and costs for work will be billed monthly. The hourly rate stated covers all expenses including mileage reimbursement. No travel time will be included in the billing. Invoices will be paid every 30 days and the City understands there is a 1.0% per month charge for late invoices. It is hoped that the total for assistance from Maze and Associates will be less than $30,000.

NFP Accounting Technologies: we signed an initial agreement for 4 hours of service at $150 per hour for a total of $600 to determine the cost of the total project. NFP Accounting Technologies has identified where the issue is and is working with Blackbaud. They will be getting back to us as to what the total cost estimate will be.

IT audit proposal: Undetermined at this time, but could be $10,000-$20,000 for the initial work.

CITY OF CLAYTON

Founded 1857 . . Incorporated 1964

STAFF REPORT

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **REINA SCHWARTZ, CITY MANAGER**

KATHERINE KORSAK, FINANCE DIRECTOR

DATE: **March 15, 2022**

SUBJECT: **Adopt a Resolution Appropriating American Rescue Plan Act (ARPA) funds for the Purchase and Implementation of the ClearGov Budget and Performance Management Software Platform**

RECOMMENDATION

Adopt a Resolution appropriating American Rescue Plan Act (ARPA) funds for the purchase and implementation of the ClearGov Budget and Performance Management software platform.

BACKGROUND

In the past, the City's annual budget has been developed by hand using Microsoft Word and Excel spreadsheets. The process is entirely manual and creates a lot of additional rework for everyone involved in the budget development process. The current process also makes budget changes difficult and inhibits true interdepartmental collaboration. ClearGov, a budget module made specifically for local governments, will allow for significant increases in efficiencies, including the ability to work on the budget from any location in a remote environment (if needed due to the COVID-19 pandemic or other emergency). With our small administrative and finance staff we need to use technology to our advantage. The use of ClearGov will encourage collaboration between departments, the City Council and oversight committees. The single best aspect of this software is the increased transparency that it will afford to allow for greater public discussion and input about where Clayton is spending tax its dollars.

DISCUSSION

Taken from the Clear Gov Proposal that is attached:

Why Does Clayton need to invest in ClearGov?

1. Improve accuracy: Nearly 9 out of 10 spreadsheets contain errors. Finding those mistakes and fixing them can be frustrating and wastes precious time. But ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster that has to be managed and merged manually.

2. Collaborate more effectively: ClearGov allows everyone involved to work from the same platform, share comments and suggestions, and immediately see the impact across the organization — in real time — as budget development unfolds.

3. Free up time and resources: Preparing the annual budget consumes a big chunk of your time, but it's not the only thing you do. Modernizing your budgeting process will free up your time and talent to focus on other critical projects as well.

4. Make better budgeting decisions: ClearGov's dynamic, graphical interface helps you clearly visualize historical trends — at a glance — so you can readily identify areas that are consistently under or over budget and make adjustments accordingly.

5. Plan for the long term: Access to an AI-driven forecasting tool enables you to better assess how budget decisions made today will impact revenues and expenditures down the road. Create multiple forecasts to better plan for "best case" or "worst case" scenarios.

6. Identify areas of potential overspend/prevent waste: With instant, easy access to benchmarking data, you can uncover areas for savings quickly and adjust your budget accordingly.

The annual budget book is the City of Clayton's most important, public-facing policy document. It guides the operations and financial well-being of the City. It needs to be easy-to-understand and accessible to as many residents as possible. And, ideally, it needs to be easy and efficient to produce on the backend.

ClearGov Digital Budget Book is the industry's first website-based solution that automates most of the budget book creation process using templates and data-driven charts and tables. It meets the Government Finance Officer Associations (GFOA) award criteria and delivers new levels of clarity, engagement, transparency and understanding for the citizens of Clayton. If purchased and implemented the City of Clayton would most definitely apply for the GFOA Budget Award.

The transparency module transforms complex government financials into easy-to-understand infographics. It publishes fiscal information in a way that drives understanding and support. This includes simple but powerful tools that enable the City to offer residents a window into capital projects and department performance. This also includes a very easy to use digital checkbook that will make finding transactions very simple and transparent for our citizens; much more so than the current production of Financial Obligation reports for the Council's action.

FISCAL IMPACT

The total investment in ClearGov is $16,500 per year for a total of $49,500 for a three-year contract. It is recommended that the City uses American Rescue Plan Act monies to fund this expense.

Investment

ClearGov offers solutions that are affordable for local governments of all shapes and sizes. A summary of your investment in the ClearGov Solutions proposed herein includes:

Setup Service Fees (One time investment)	
Setup Fee: Includes - *Full activation and setup; Data onboarding; Client training*	**$3,600**
Setup Discount: If signed by March 31, 2022	**($3,600)**
Total Setup Service Fees	**$0 - Waived**

Annual Subscription Service Fees (Annual investment)	
ClearGov Operational Budgeting	**$8,300**
ClearGov Personnel Budgeting	**$8,300**
ClearGov Capital Budgeting	**$4,700**
ClearGov Digital Budget Book	**$4,700**
ClearGov Transparency	**$4,100**
Bundle Discount	**($13,600)**
Total Annual Subscription Service Fees	**$16,500**

Attachments:

1. ClearGov Proposal
2. ClearGov Sole Source Letter
3. List of examples of local jurisdictions using ClearGov - with links

RESOLUTION NO. ##-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON APPROPRIATING AMERICAN RESCUE PLAN ACT FUNDS FOR PURCHASE AND IMPLEMENTATION OF THE CLEARGOV BUDGET AND PERFORMANCE MANAGEMENT SOFTWARE PLATFORM

THE CITY COUNCIL
City of Clayton, California

WHEREAS, fiscal management and accountability are critical foundations for the City of Clayton;

WHEREAS, ClearGov provides unique proprietary budgeting and fiscal transparency solutions for local governments;

WHEREAS, the City of Clayton has the desire to improve fiscal management, oversight, collaboration and transparency;

WHEREAS, the City of Clayton currently prepares and manages its budget using multiple documents requiring manual entry that can be time consuming and prone to error; and

WHEREAS, projects to increase transparency and allow for more remote capabilities for collaboration and community engagement are eligible uses of American Rescue Plan Act (ARPA) funds.

NOW, THEREFORE, BE IT RESOLVED the City Council of Clayton, California does hereby:

1. Authorize the purchase of a three-year subscription of the ClearGov Budgeting and Performance Management Software Platform for a total amount of $49,500 ($16,500 per year); and

2. Appropriate American Rescue Plan Act funds to make this purchase.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California held on the 15th day of March, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

_____
Peter Cloven, Mayor

ATTEST:

_____
Janet Calderon, City Clerk

Software Proposal

PREPARED ON
March 3, 2022

PREPARED FOR
Katherine Korsak
Finance Director
City of Clayton

PREPARED BY
Ryan Wilson
ClearGov, Inc.
rwilson@cleargov.com
(901) 937-9735



OUR MISSION

We Create Easy-to-Use Software to Help Governments Budget Better

March 3, 2022

Katherine Korsak
Finance Director
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Dear Katherine,

Per our discussions, I am pleased to provide you and your team at Clayton with the attached software proposal for your consideration

Our mission at ClearGov is to create easy-to-use, modern software to help governments budget better. We make it easy for governments like yours to operate more efficiently and communicate more effectively. Our solutions are easy to afford, implement, and use. They don't cause a lot of upheaval, and they don't force you to reinvent the wheel. ClearGov solutions are designed to be just right for local governments like Clayton.

We fully appreciate the demands on your time, so I'd like to thank you in advance for the time that you and your team will spend reviewing this proposal. If you have any questions or need additional information of any kind, please do not hesitate to ask.

I am confident that you and your team will be impressed by the ClearGov solutions and even more impressed by how hard we will work to make you happy.

We look forward to working with you.

Sincerely yours,

Ryan Wilson
ClearGov, Inc.
rwilson@cleargov.com
(901) 937-9735

Table of Contents

EXECUTIVE SUMMARY 6

BUDGET CYCLE MANAGEMENT OVERVIEW 10

INVESTMENT 27

PRODUCT SCOPE 28

PROJECT MANAGEMENT 31

ONBOARDING 33

TRAINING & SUPPORT 38

SECURITY OVERVIEW 40

FAQs 41

Executive Summary

Mission

ClearGov's mission is to create easy-to-use, modern software that helps local governments budget better. We believe that *every* local government should have the opportunity to leverage technology to operate more efficiently and communicate more effectively. We pursue this mission by carefully designing solutions that are clear, collaborative, compelling and cost-effective to fuel better budgeting and drive community support.

Solutions Overview

Based on our conversations with Clayton and our understanding of your key needs and objectives, we are proposing the following ClearGov solutions:

ClearGov Operational Budgeting

- A robust, yet simple-to-use budgeting and forecasting tool that is specifically tailored to the needs of local governments
- Enables finance teams to easily collaborate in real time
- Eliminates spreadsheet errors
- Automatically generates long-term forecasts
- Streamlines the entire budget-building process

ClearGov Digital Budget Book

- The easiest and fastest way to build an award-winning budget book
- Automatically generates a professionally formatted template that's pre-populated with your financials, capital request data, charts, and more
- Let's you and your team work collaboratively to fill in the details
- Built to GFOA guidelines, optimized to ADA standards and designed to be mobile-friendly

ClearGov Personnel Budgeting

- A filterable personnel dashboard provides a birds-eye view of your headcount budget and enables you to visually compare unlimited personnel budgeting scenarios
- Automated workflows streamline position and reclassification requests
- Create salary and benefits plans for up to 20 years
- Analyze the effects of salary/benefit adjustments for more informed union negotiations
- Create and export custom reports to share your personnel budget internally and externally

ClearGov Capital Budgeting

- Utilize built-in templates to easily create customized capital request forms
- Automated workflows collect, organize and present capital requests in an intuitive dashboard with the ability to filter by department, funding source, request type and more
- Create unlimited multi-year scenario plans to optimize capital utilization
- Score and rank capital requests based on custom criteria to prioritize requests
- Includes a robust capital improvement portal to communicate projects internally and externally

ClearGov Transparency

- Transforms complex government financials into easy-to-understand infographics
- Publishes fiscal information in a uniquely compelling way that drives understanding and support throughout your community
- Includes simple but powerful tools that enable you to offer residents a window into capital projects and department performance

Investment

ClearGov offers solutions that are affordable for local governments of all shapes and sizes. A summary of your investment in the ClearGov Solutions proposed herein includes:

Setup Service Fees (One time investment)	
Setup Fee: Includes - *Full activation and setup; Data onboarding; Client training*	**$3,600**
Setup Discount: If signed by March 31, 2022	**($3,600)**
Total Setup Service Fees	**$0 - Waived**

Annual Subscription Service Fees (Annual investment)	
ClearGov Operational Budgeting	**$8,300**
ClearGov Personnel Budgeting	**$8,300**
ClearGov Capital Budgeting	**$4,700**
ClearGov Digital Budget Book	**$4,700**
ClearGov Transparency	**$4,100**
Bundle Discount	**($13,600)**
Total Annual Subscription Service Fees	**$16,500**

See the Investment Section below for full details on setup fees and annual subscriptions.

Implementation Plan

While implementing ClearGov's accessible solutions is designed to be a straightforward process, we offer dedicated Client Success resources to help you get up and running quickly and efficiently. A comprehensive implementation plan is described in more detail later in this proposal. Here are the highlights:

Project Management

- ClearGov will assign you a dedicated Client Success Manager (CSM) to coordinate, lead, and manage the entire setup process as well as provide ongoing support. A ClearGov Data Onboarding Consultant will facilitate the onboarding of your data with the ClearGov platform. They will work side-by-side with key members of your team to get you up and running as quickly as possible.

Data Onboarding Scope of Work

- ClearGov will handle importing, onboarding, and mapping of your financial data. In short, we'll take your raw revenue and expenditure information, format it, and upload it to the ClearGov platform so it is consistent with your chart of accounts. The only thing you have to do is supply the data, which generally involves running a few simple reports from your existing accounting system and review/confirm the results. We'll walk you through the process.

Onboarding Process & Timeline

- See below for a step-by-step review of our process, which we have successfully deployed with hundreds of local government customers. The heavy lifting is on us, and you should only need

to spend a few hours here and there over the course of a handful of weeks, depending upon the volume/complexity of your data as well as ClearGov client backlog.

Training and Support

- ClearGov provides all the training and support you need throughout implementation and for as long as you're a ClearGov customer. You will also have access to a frequently updated library of online resources and best practices to help you achieve the best outcomes.

Conclusion

In the pages that follow, we'll explain how and why ClearGov solutions not only offer the best value for Clayton, but also make your day-to-day operations more efficient, productive, and impactful.

ClearGov is committed to helping local governments like yours "make democracy work better". And while that may sound lofty, "democracy" is simply what you do every day. We just want to help you do it in a modern, data-driven way — a way that makes your job easier, lightens your load, showcases all the good work that you do, and ultimately helps you better serve your community.

ClearGov already works with hundreds of local governments across the country, and we'd be delighted to welcome Clayton into the fold. If you have questions or concerns as you review this proposal, please do not hesitate to reach out. Thank you for your consideration.

Budget Cycle Management Overview

We know that you're working hard to make your government run better, and you know that technology can help you get it done. Unfortunately, most of the gov-tech software on the market right now is designed for sprawling megacities or state and federal government — not local agencies like yours. So, these platforms are often complicated, expensive, and loaded with bells and whistles that you'll never use. You don't need a chainsaw to carve a turkey. You simply need the right tool for the job.

ClearGov is built from the ground up specifically for local governments. It does everything you need it to do. It's just-right software for agencies that are looking to take that critical next step toward modernizing their budget process. Therefore, all ClearGov solutions are:



CLEAR AND EASY TO USE

At ClearGov, everything we do is designed to make complex government data easy to understand and easy to use, internally and by the public at large. We present data in readily-understood infographic form, and offer an interface for our internal tools that's easy for every staff member to learn and use.



CLOUD-BASED

Web-based software requires no installation, no maintenance and is always up-to-date. Plus, it gives Local governments the ability to quickly adjust to evolving input and changing dynamics. We host our software and our data with Amazon Web Services, which ensures data security and world-class software performance.



CONNECTED

All ClearGov solutions share a common data set and work together seamlessly. Plus, when you're ready to implement, we do all the heavy lifting for you. To get started, all you have to do is send us an Excel file with your financial data, and we'll onboard it for you.



COLLABORATIVE

ClearGov solutions are designed to improve collaboration and efficiency by automating processes and outcomes. Streamlining the collaborative process is vital to prevent key items from falling through the cracks. Centralization and remote access to documents, systems and processes is mission-critical.



COST EFFECTIVE

ClearGov is built and priced for local governments and school districts. Our packages are all-inclusive, so you'll never be charged extra for per-seat licenses, never be surprised with hidden fees, and never pay for support or product updates...never.

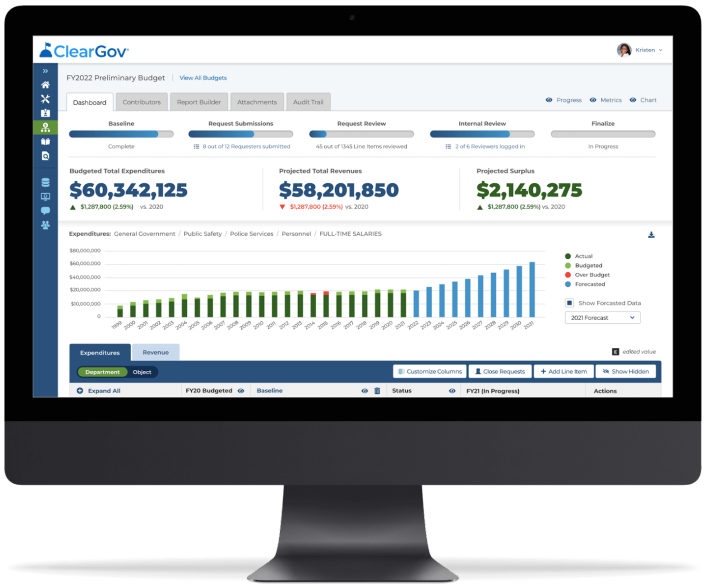
Our goal is to delight our customers with unbeatable value in everything we do.

Operational Budgeting

Budget Better Together

ClearGov Operational Budgeting is a suite of flexible, cloud-based budgeting and forecasting and benchmarking modules designed to leverage your existing financial data into a more efficient and collaborative budget building process that streamlines communication with department heads and other budget stakeholders.

It is a one-stop shop to dynamically forecast what-if scenarios, build a budget and communicate budgeting rationale. Designed specifically for local governments and school districts, ClearGov Operational Budgeting is a giant step forward from building your budgets and forecasts with Excel or the legacy accounting system budgeting tools.



[Watch a 5 minute micro-demo here]

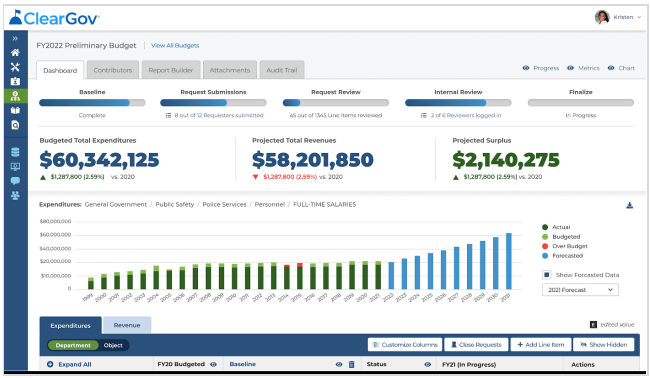
- ✔ **Budget Dashboard**
- ✔ **AI Driven Forecasting**
- ✔ **Automated Audit Trail**
- ✔ **Budget to Actuals Charts**
- ✔ **Unlimited Budgets**
- ✔ **Departmental Collaboration**
- ✔ **Centralized Communication**
- ✔ **Integrated Report Builder**
- ✔ **Peer Benchmarking**
- ✔ **And more...**

"From start to finish, ClearGov Budget Cycle Management is a suite that's well thought out. They clearly did their homework and did a great job integrating all of the products. ClearGov software is worth more than what we're paying for it!"

Brandon Neish
Finance Director
City of Sweet Home, OR
Population: 10,000

Budget Builder

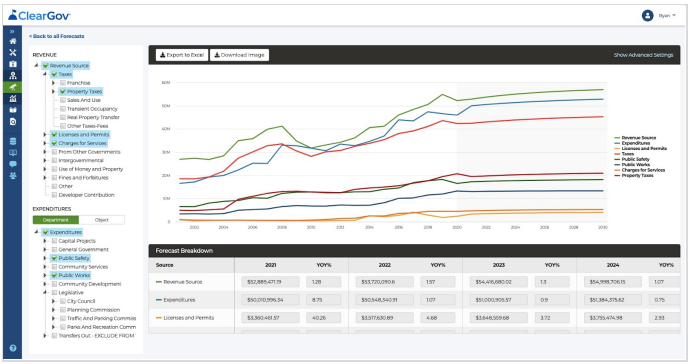
ClearGov's Budget Builder helps your staff budget better, together. Using a single, shared online workspace, financial executives, committee members, and department heads can collaborate on building a budget using an efficient tool that's been designed specifically to meet the budgeting needs of local governments.



- **Choose your baseline:** Base your budget on last year's data, on a simple-to-generate budget forecast (see below) or use zero-based budgeting.
- **Collaborate effectively:** ClearGov Budgets makes it easy to manage, merge, track and review budget requests and changes as a team, every step of the way.
- **Create unlimited budgets:** Create multiple budgets every year across different funds or for the same fund. You can even build out what-if scenarios.
- **Add notes and supporting material:** Comments and supporting documents are easily attached directly to line items so they are readily available for reference.
- **Keep a thorough audit trail:** Automatically track every change, comment, and version so you always know who changed what and when.
- **Build custom reports with a click:** Easily create and export custom reports to share your operational budget with internal and external stakeholders and existing systems.
- **Operational Budget Dashboard:** Quickly see and share the status of your budget-building process. Filter on current and historical financial data. Automatically aggregate all budget requests in one place.

Forecasting

With ClearGov's sophisticated yet easy-to-use Forecasting tool, you can generate AI-driven budget forecasts for up to ten years forward. The more historical data you provide the more accurate your forecast will be.



- **Create unlimited forecasts:** Create projections for every year or every fund. And, create multiple what-if scenarios.
- **Customize your forecast:** Easily override forecast figures. All changes automatically roll up to the parent categories.
- **Generate a baseline budget:** Generate a quick, one-click revenue and/or expense forecast to use as a baseline to build next year's budget.

Benchmarking

The ClearGov Benchmarking module lets you compare any budget category against a relevant set of peer communities — not just ClearGov clients, but everyone in your state — to help drive better budgeting decisions and outcomes.



- **Peer groups:** Instantly create side-by-side spending and funding comparisons vs. relevant peers based on size, area, average income, and other criteria.

- **Dynamic graphs:** Easily visualize metrics to identify opportunities to be more efficient with your spend.

Why does Clayton need this?

- **Improve accuracy:** Nearly 9 out of 10 spreadsheets contain errors. Finding those mistakes and fixing them can be frustrating and wastes precious time. But ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster that has to be managed and merged manually.

- **Collaborate more effectively:** ClearGov allows everyone involved to work from the same platform, share comments and suggestions, and immediately see the impact across the organization — in real time — as budget development unfolds.

- **Free up time and resources:** Preparing the annual budget consumes a big chunk of your time, but it's not the only thing you do. Modernizing your budgeting process will free up your time and talent to focus on other critical projects as well.

- **Make better budgeting decisions:** ClearGov's dynamic, graphical interface helps you clearly visualize historical trends — at a glance — so you can readily identify areas that are consistently under or over budget and make adjustments accordingly.

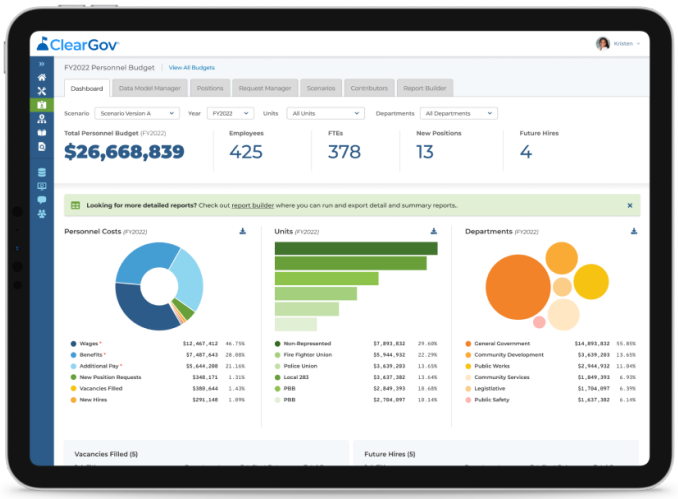
- **Plan for the long term:** Access to an AI-driven forecasting tool enables you to better assess how budget decisions made today will impact revenues and expenditures down the road. Create multiple forecasts to better plan for "best case" or "worst case" scenarios.

- **Identify areas of potential overspend/prevent waste:** With instant, easy access to benchmarking data, you can uncover areas for savings quickly and adjust your budget accordingly.

Personnel Budgeting

Modern Personnel Planning

Chances are that people represent the biggest chunk of your annual budget, and it's also the most complicated. ClearGov's Personnel Budgeting solution enables you to throw away those massive spreadsheets that you've been managing by hand and streamlines the entire personnel planning and forecasting process in a single, cloud-based, collaborative solution.



Complete with powerful tools to manage position requests, inform union negotiations and much more, ClearGov's Personnel Budgeting application is a unique software platform built specifically to help finance directors more easily budget for salaries, benefits and other personnel costs.

[Watch a 5 minute micro-demo here]

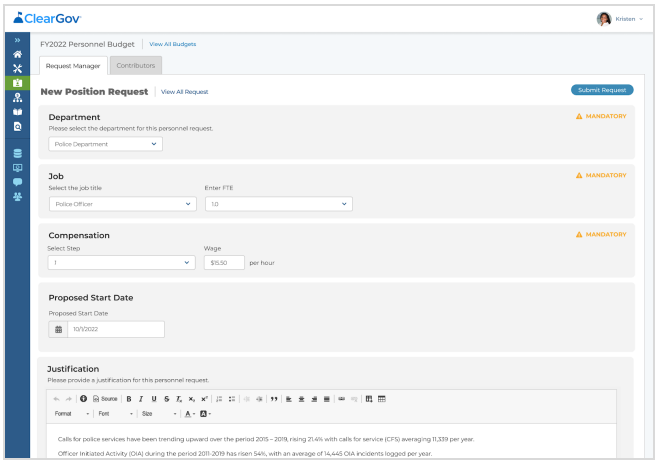
- ✔ **Personnel Dashboard**
- ✔ **Position Request Manager**
- ✔ **Vacancy Planning**
- ✔ **Unlimited Scenario Planning**
- ✔ **Union Negotiation Planning**
- ✔ **Multi-year Position Budgeting**
- ✔ **Integrated Report Builder**
- ✔ **And more...**

"ClearGov delivers exactly what they promise. The ClearGov solution helps us communicate our budget and key metrics in a way that everyone understands. Their solution is elegant, affordable, simple to use and saves us a bunch of time."

Ivy Adams
Budget Analyst
Henry County, GA
Population: 214,171

Personnel Request Manager

The ClearGov Personnel Budgeting solution enables you to quickly and easily setup and organize your personnel data, collective bargaining rules, open positions and more. Automated workflow tools enable you to capture position requests in a digital format and automatically incorporate these changes into your personnel planning model.



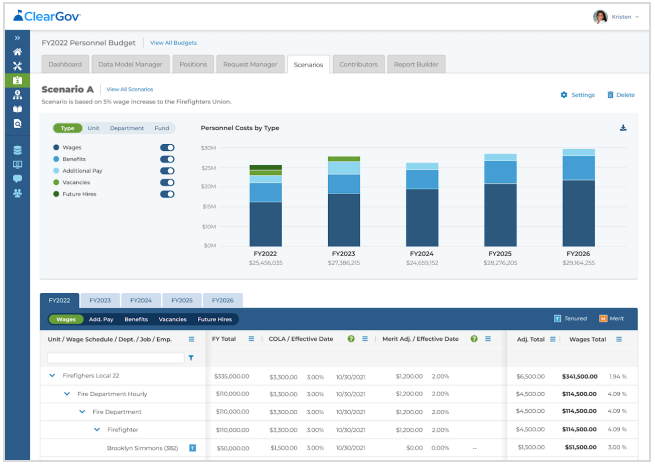
- **Position Management:** Easily import all people, positions and units from your accounting system and set up rules for steps, lanes, benefits, overtime and more.

- **Digital Request Forms:** Stop using paper or Excel request forms. Enable department heads to submit new position requests using digital request forms, and all data is automatically captured within your personnel plan.

- **Request Manager:** Manage all new position requests from one table. Easily see the details of each request, add comments for the requester, and take other actions on the request. Requests can be included in scenarios to see the impact of new positions as you build your personnel budget.

Personnel Planning

ClearGov Personnel Budgeting provides a powerful yet intuitive set of tools to review, plan, compare and communicate multiple personnel plan scenarios to help you make smart decisions about your team and your budget. Compare and contrast single year or multi-year budgets. Easily alter any of your key assumptions to examine unlimited what-if scenarios.



- **Data and Rules Manager:** Intuitive tools enable you to set up and manage key assumptions and rules by position or by CBA unit.

- **Scenario Planning**: Seamlessly create unlimited, personnel budget scenarios based on applicable rules and assumptions by unit, by position or by individual.

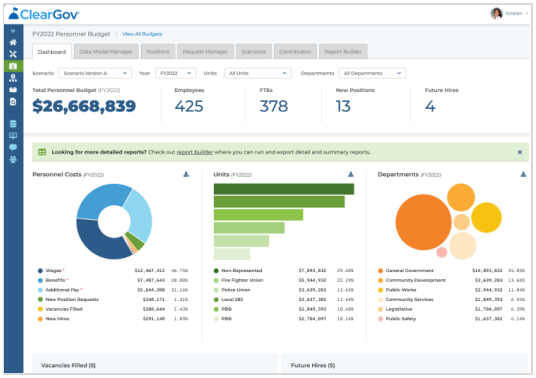
- **Union Negotiations:** Analyze the effects of adjustments to salaries and benefits for more informed negotiations.

- **Vacancy Planning:** Get a complete picture of your current and future workforce budget; create and fill vacant positions on specified dates.

- **Multi-Year Planning:** Automatically create salary and benefit plans for up to 20 years in the future.

Personnel Dashboard

ClearGov Personnel Budgeting rolls up all of your critical information into an easy-to-read, graphical dashboard to help you immediately see the impact of key decisions and share these insights with the rest of your team in a common cloud-based environment.



- **Robust Filtering:** Immediately see the impact on your headcount plans from multiple angles. Filter your personnel dashboard by department, job type, position, unit, and more.
- **Report Builder:** Create and export custom reports to share your workforce budget with internal and external stakeholders and existing systems.

Why does Clayton need this?

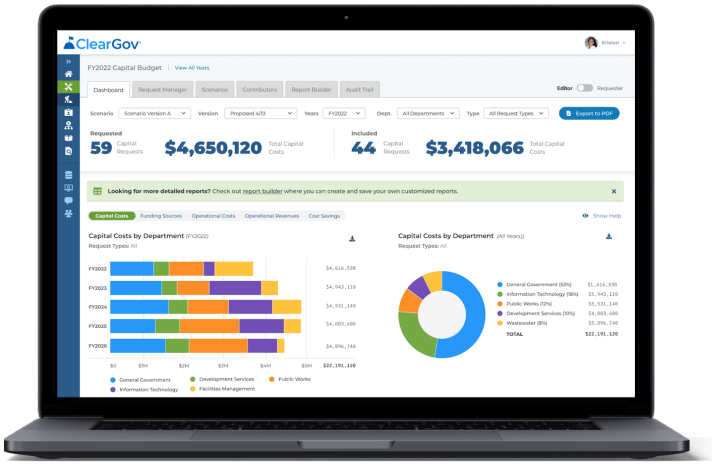
- **Scrap the Spreadsheets:** Get rid of those massive personnel planning spreadsheets and stop sorting through emails to find the right update. Best of all, eliminate those tedious spreadsheet errors that take hours and hours of precious time to find and fix. ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster.
- **Accurate forecasts:** More accurately forecast personnel expenses, including salaries, benefits and other ancillary compensation such as overtime to help you make better, fact-based decisions today.
- **Critical insights:** Leverage scenario planning to understand the true impact of key labor contract negotiations, plan for vacancies, furloughs and more.
- **Save time and effort:** Manage new position and reclassification requests more efficiently and incorporate those changes directly into your planning.
- **Streamline Budget Reviews:** Share your dashboard and key reports with internal and external stakeholders for review, feedback and approval. With all of the relevant information in one place, your budget review meetings will be a snap.
- **Synchronized budgeting:** ClearGov's Personnel Budgeting also syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process.

Capital Budgeting

Smart Capital Planning

Capital planning doesn't have to be complicated and it definitely doesn't need to be manual. It's time to get rid of those hard copy capital request forms and move your entire capital planning process into the digital age.

ClearGov Capital Budgeting is the first cloud-based capital improvement planning (CIP) solution specifically designed for local governments that streamlines requests, provides a multi-year scenario optimization process, and generates website-based pages automatically for each capital improvement.



[Watch a 7 minute micro-demo here]

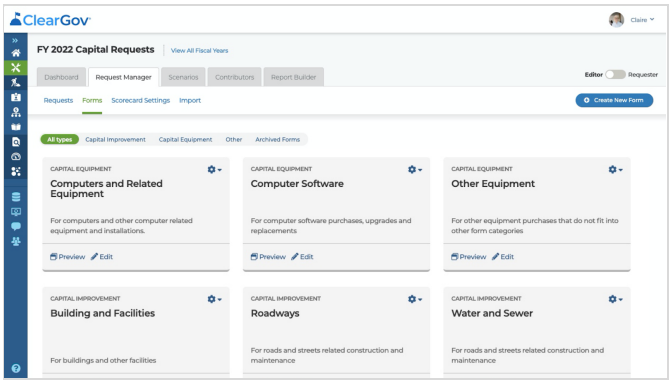
- ✔ **Capital Plan Dashboard**
- ✔ **Capital Request Manager**
- ✔ **Request Scoring & Ranking**
- ✔ **Unlimited Scenario Planning**
- ✔ **Plan Manager Planning**
- ✔ **Capital Improvement Website**
- ✔ **Integrated Report Builder**
- ✔ **And more...**

GAINESVILLE

"The Capital Requests feature is very straightforward to use and department heads required no training to start using the software. It took just 5-10 minutes to create the custom forms, and it's nice to not have to worry about locking Excel sheets and consolidating requests. Department heads simply login and fill them out, and the requests automatically route to the software!"

Matthew Hamby
CRPF, Deputy Chief Financial Officer
Gainesville, GA
Population: 38,500

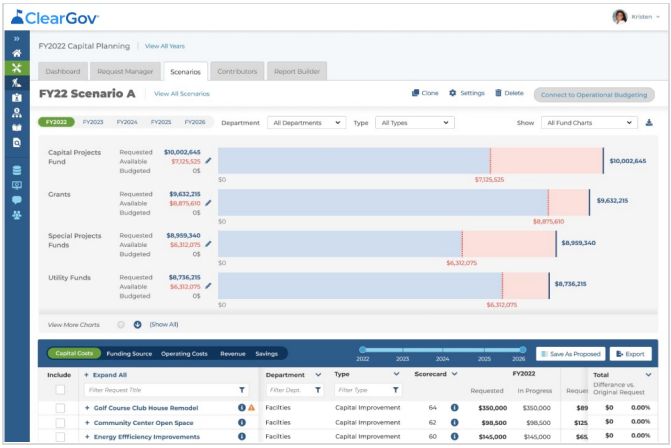
Capital Requests



The Capital Request function is a dashboard-driven tool that automates and optimizes the process of collecting, organizing, and reporting capital requests across all departments and automatically populates your capital plan. Think of it as a modern, digital-first solution to an age-old, paper problem.

- **Digitize your requests:** Save some trees with a simple online form that captures and submits requests electronically.
- **Customize your form(s):** Easily customize the default templates with a few simple clicks to precisely fit your needs and preferences. Create as many different form types as you need.
- **Automate your workflow:** Initiate, collect, track, and manage all your requests online, even set triggered reminders for department heads.
- **Digital audit trail:** Your department heads can easily attach pictures, PDFs, and other supplemental materials to their digital request form. These materials travel with the request, so they're always just a click away.
- **View capital requests at a glance:** Report and review requests by department, funding source, fiscal year, and more — all from an intuitive dashboard.

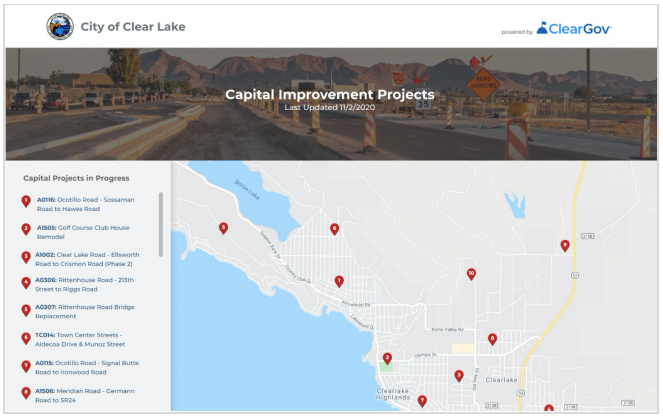
Capital Planning



All capital request data is automatically integrated into the Capital Planning functionality. Powerful but simple tools enable you to easily and visually identify how your expected funding matches up against all of the requests. Capital Planning makes it point-and-click easy to examine multiple scenarios to help you make insightful decisions about which projects you need and can afford to fund.

- **Scenario Planning:** Easily create and analyze multiple scenario plans to propose and optimize your capital budget - both near and long term.
- **Scoring and Ranking:** Assign priorities and ratings to each project based on how they directly impact your key strategic initiatives.
- **Shift Funding Assumptions:** Can't afford to completely fund a project in one year...no problem. ClearGov Capital Budgeting enables you to spread funding assumptions across multiple years and explore multi-year what-if scenarios.

Capital Projects Portal



Communicate your capital projects to internal and external stakeholders more effectively via a shareable, dynamic, map-based portal. All capital requests are automatically converted into detailed Project Pages that can be supplemented with project timelines, planning documents, pictures and additional content. Publish an unlimited number of Project Pages within your Capital Improvement Portal.

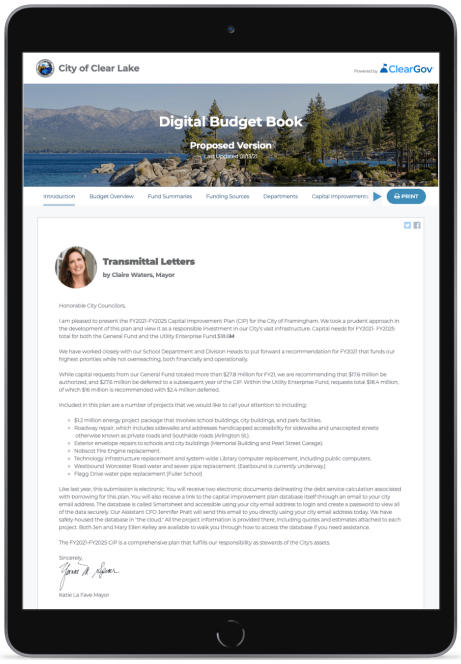
- **Share project finances:** Post your project's budget, funding sources and track expenditures along the way.
- **Share images:** Bring your project's story to life by posting photos and architectural renderings.
- **Allow citizens to subscribe:** Visitors to your Capital Improvement Portal can subscribe to receive automatic email updates every time you make a change.
- **Collect citizen feedback:** Invite visitors to ask questions or post comments in a moderated forum that you control.

Why does Clayton need this?

- **It's so much more efficient:** The sooner you automate out-dated manual processes, the more efficiently you can govern. Once you streamline the tedious task of organizing your capital requests, you'll have more time and energy to invest in one of the most critical components of good governance — strategic planning.
- **Eliminate the paper chase:** Instead of chasing down paper requests and slogging through the data entry process, you can kick off each new request cycle with a click.
- **Critical insights:** Leverage scenario planning to understand the true impact of key capital projects in both the short term and over time.
- **Shine a spotlight on community development:** A good chunk of every tax dollar funds important CIPs in your community — things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.
- **Synchronized budgeting:** ClearGov's Capital Budgeting syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process. Capital Budgeting also syncs with and automatically generates a capital request summary with detail pages for each department/request for your ClearGov Digital Budget Book.

Digital Budget Book

Build an Award-Winning Budget Book in a Fraction of the Time



The annual budget book is your government's most important, public-facing policy document. You want it to be polished, professionally formatted, and accessible to as many residents and stakeholders as possible. And, ideally, you want it to be easy and efficient to produce on your end.

ClearGov Digital Budget Book is the industry's first website-based solution that automates most of the budget book creation process using templates and data-driven charts and tables. Meet GFOA award criteria and deliver new levels of clarity, engagement and understanding for your citizens.

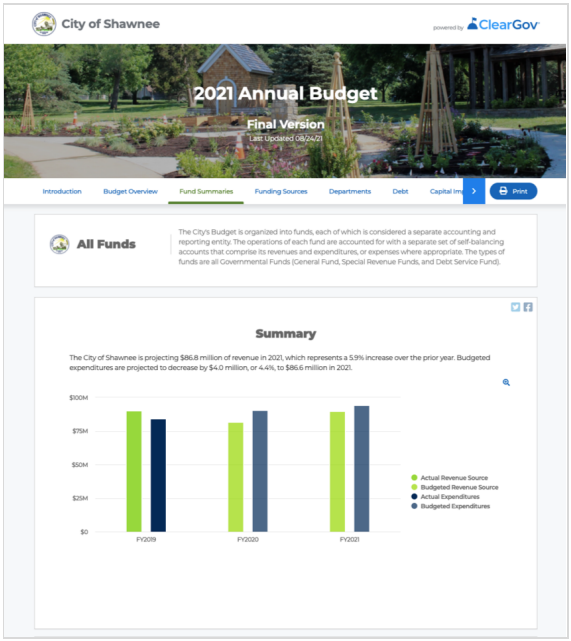
[Watch a 5 minute micro-demo here]

- ✔ **Automated Fund Summaries**
- ✔ **Capital Improvements Inclusion**
- ✔ **Department Specific Pages**
- ✔ **Automatic Data Updates**
- ✔ **Collaborate and Customize**
- ✔ **Automated Workflows**
- ✔ **Built-in GFOA Best Practices**
- ✔ **And more...**

"The ClearGov Digital Budget Book software enabled the City staff of Monte Sereno to turn an ordinary, plain text budget document into a dynamic 3-dimensional annual report. Our City Council was extremely pleased and complimentary of the presentation. The staff at ClearGov were outstanding in their efforts to help us deliver the budget on time and in great form."

Steven Leonardis
City Manager
Monte Sereno, CA

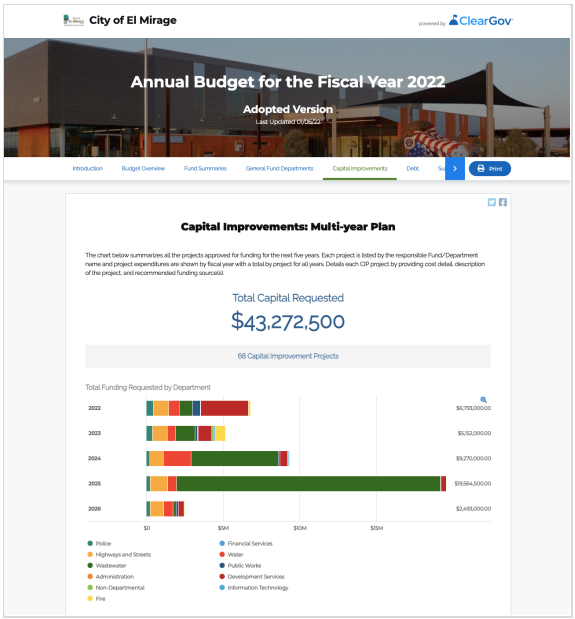
Budget Book Builder



The Budget Book Builder module helps you produce an interactive and engaging budget book in a fraction of the time it takes today. Instead of manually building your book in a clunky document editor, you build it collaboratively using simple web apps that streamline the steps from start to publish.

- **Prepopulated and preformatted:** Start with a core framework that includes all of your pre-loaded budget data with integrated, pre-built charts
- **Smarter workflow:** Collaborate and work faster to add your narrative with fewer headaches
- **Highly customizable:** Add images, choose chart colors, and select styles to reflect your civic brand.
- **Better end product:** Produce a polished piece that is ADA-Optimized and built from the ground up to meet GFOA best practices

Capital Improvements Inclusion



Utilize the free **Capital Requests Module** to automate and optimize the process of collecting, organizing and reporting capital requests across all departments. The Capital Requests Module also automatically populates your Digital Budget Book.

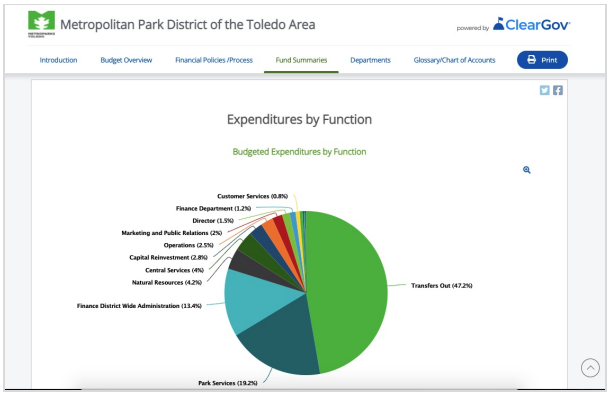
- **Automate your workflow:** Initiate, collect, track, and manage all your capital requests with simply online forms that can be easily customized to precisely fit your needs and preferences.
- **Publish to your budget book:** Automatically add annual and multi-year capital improvement plans directly into your digital budget book.

Digital Budget Book Examples

Check just a few of the outstanding Digital Budget Books created using the ClearGov solution:

- El Mirage, AZ Digital Budget Book
- Shawnee, KS Digital Budget Book
- Sweet Home, OR Digital Budget Book
- Yuma County, AZ Digital Budget Book
- Sussex County, DE Digital Budget Book

Automatic Data Updates



Revenue and expense data are automatically updated throughout your Digital Budget book as the numbers change, eliminating errors and saving time - especially valuable for those inevitable last-minute tweaks.

- **Embedded Data:** Easily embed budget numbers into your narrative. Embedded numbers automatically update whenever your budget changes. No more searching through 300 pages.
- **Smart Charts:** All charts and graphs also update automatically, and they're interactive to help provide a complete picture of your budget.
- **Integrated Budget:** Syncs directly with ClearGov Operational Budgeting or upload your budget data into an integrated, intuitive budget editor.

Why does Clayton need this?

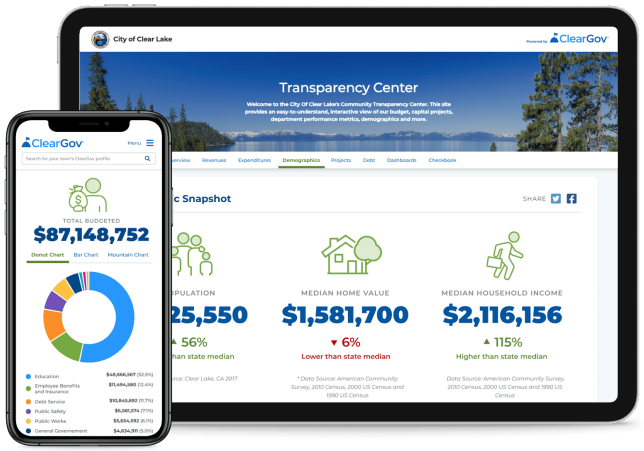
- **The short-cut you always wanted:** One simple click generates a fully formatted framework that's automatically populated with your financial data, along with pre-built charts, tables and graphs, and even some pre-written content. You simply fill in the blanks and customize the content as you see fit.
- **Improve accuracy:** The more spreadsheets you manage and papers you shuffle, the greater the margin of error. ClearGov's digital-first approach is automated, templated, and paperless so you can stop manually collecting, merging, and managing all that input from dozens of department heads.
- **You save time and aggravation:** Recreating charts, tables, and graphs from spreadsheets every time a figure changes is not only tedious, it's inefficient. With ClearGov, every time you change a number in your budget, all of the applicable charts, tables and graphs are updated automatically.
- **Print on demand:** Printing a budget book is expensive and often out of date before the ink dries. ClearGov enables you and your citizens to print specific sections or the entire budget book whenever you like - which saves both time and money.
- **GFOA kudos:** ClearGov's Digital Budget Book is structured to meet GFOA best practice guidelines. In fact, there is a GFOA checklist built right in, so you can check off each Distinguished Budget Award Presentation requirement as you complete it.

Transparency

Tell Your Story

Tell your financial story using our simple-to-navigate transparency center. Easy-to-understand infographics help you share financial information, departmental goals and results in a way that informs and engages your community.

ClearGov Transparency is a suite of cloud-based solutions designed to remove the static from your communications efforts, so you can keep your community in the loop with the solid work you and your team are doing. With innovative, turnkey transparency profiles, project pages and department dashboards ClearGov Transparency helps you tell your story and show your work.



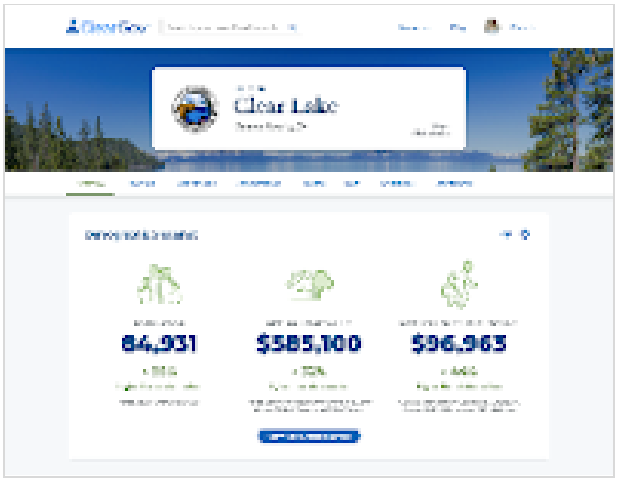
[Watch a 5 minute micro-demo here]

- ✔ **Fiscal Transparency**
- ✔ **Open Checkbook**
- ✔ **Department Dashboards**
- ✔ **Performance Metrics**
- ✔ **Peer Comparison**
- ✔ **Easy-to-Understand Infographics**
- ✔ **Custom Chart Builder**
- ✔ **And more...**

"We have received nothing but positive feedback from the public on our new ClearGov Transparency profile. It has helped us communicate our financials in a user-friendly and interactive way."

John Frye
Financial Services Director
Pinehurst, NC
Population: 15,580

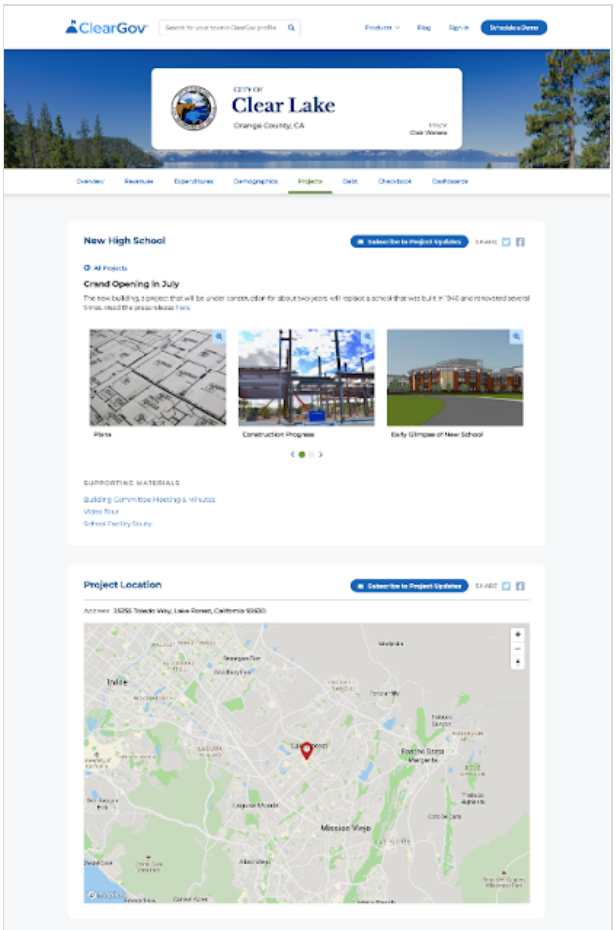
Financial Transparency



Build community trust and support by publishing your financial data in an online profile that's feature-rich, easy to use, and easy to understand. It's an instant best-in-class transparency center that's miles ahead of the usual complex spreadsheets and static PDFs.

- **Easy-to-understand infographic format:** Help citizens and other stakeholders easily visualize and interpret important metrics.
- **Context features that make transparency meaningful:** Add explanatory notes that tell the story behind the numbers. Allow users to compare data side-by-side with similar communities near you.
- **Budget vs. actuals:** Clearly show how funds are collected and allocated. Reveal trends by showing historical data as well.
- **Open checkbook:** If desired, you can provide searchable, check-level detail revealing line-item spend.

Capital Project Communications

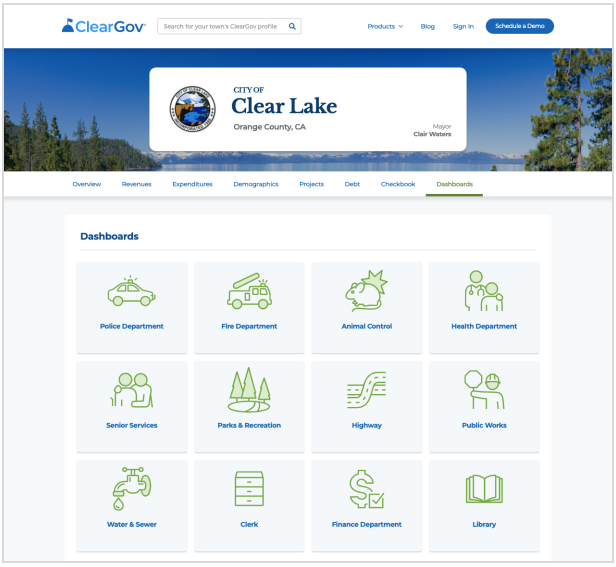


Utilize the free **Capital Projects Module** to add up to **five free custom Project Pages** as part of your transparency profile. Keep citizens in the loop with key data and updates about all of your key projects. Project Pages take only minutes to populate and allow you to share photos, timelines, funding sources, and more — all in one centralized location.

- **Share project finances:** Post your project's budget, funding sources and track expenditures along the way.
- **Share images:** Bring your project's story to life by posting photos and architectural renderings.
- **Allow citizens to subscribe:** Visitors to your Project Pages can subscribe to receive automatic email updates every time you make a change.
- **Collect citizen feedback:** Invite visitors to ask questions or post comments in a moderated forum that you control.

Department Dashboards

Tell your government's whole story by publishing updates detailing department-level performance metrics. Showcase KPIs for any and all departments, from animal control to the zoning board.



ClearGov Department Dashboards are extremely flexible and point-and-click easy to assemble. You can use Department Dashboards to display any metric you like. Plus, the ClearGov solution makes sure that your data is presented in a way that's easy for your residents to interpret and understand.

- **Customize:** Display department-specific KPIs. Add the department head's name, title, picture, and a brief intro letter.
- **Create panels:** Select the appropriate template for each section you want to display. If you like, add commentary or explanatory text.
- **Add charts:** Pull in existing graphics from the ClearGov Chart Builder App or easily create new ones specific to your dashboard.

Why does Clayton need this?

- **Drive community support:** By sharing critical facts and figures with citizens, you can foster a climate of trust and understanding that helps drive public support for key initiatives.
- **Dispel public misconceptions:** MIT research shows that false news travels faster, farther, and deeper than true news, particularly through social media. In the age of misinformation, readily accessible and easily understood facts are your best defense against public misconceptions.
- **Reduce inquiries:** Research by the Sunlight Foundation indicates that municipal transparency programs reduce citizen information requests by 30 percent. The more data you share with constituents now, and the clearer you make it, the fewer inquiries and record requests you'll field on an ongoing basis.
- **Promote value:** Where else can the average citizen go to find out about police response times or annual fundraising efforts? Department Dashboards let every division tell its own unique story.
- **Hold departments accountable:** They say that what gets measured is what gets done. ClearGov dashboards are a simple and effective way to track department performance against goals and to promote a culture of performance and transparency agency-wide.
- **Shine a spotlight on community development:** A good chunk of every tax dollar funds important CIPs in your community — things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.

Investment

Our pricing model matches our products - simple, straightforward and built for local governments.

Setup Fee:

- A ***one-time investment*** that covers setup, activation, data onboarding and initial training — everything you need to get launched.

Solution Subscription:

- A flat ***annual investment*** covers unlimited access and usage of your ClearGov solution and includes unlimited support from your dedicated Client Success Manager.

That's it. We don't charge extra for seat licenses or updates or ongoing support or professional services or anything else, so there are absolutely no hidden fees. See the table below for a complete breakdown of what's included.

Setup Service Fees (One time investment)	
Setup Fee: Includes - *Full activation and setup; Data onboarding; Client training*	**$3,600**
Setup Discount: If signed by March 31, 2022	**($3,600)**
Total Setup Service Fees	**$0 - Waived**

Annual Subscription Service Fees (Annual investment)	
ClearGov Operational Budgeting	**$8,300**
ClearGov Personnel Budgeting	**$8,300**
ClearGov Capital Budgeting	**$4,700**
ClearGov Digital Budget Book	**$4,700**
ClearGov Transparency	**$4,100**
Bundle Discount	**($13,600)**
Total Annual Subscription Service Fees	**$16,500**

Product Scope

In the interest of transparency, we want to provide guidance around the scope of usage that is included with each ClearGov solution. The tables below do not provide a detailed list of every feature and/or function included in the product. These tables provide a summary of the key things that you can do with each solution once your account has been activated.

ClearGov Operational Budgeting - Product Scope

Once your data has been onboarded, ClearGov Operational Budgeting enables Clayton team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Service Description	In Scope
Create Forecasts: Auto generate one or more forecasts for each of your funds. Modify forecasts based on what-if scenarios adjust parameters as needed.	Unlimited forecasts
Create Budgets: Create one or more budgets for each of your applicable funds. Invite collaborators, iteratively build the budget and share with reviewers.	Unlimited budgets
Export Budgets to ERP: Export your final budget(s) from ClearGov in order to import directly into your accounting system / ERP. NOTE: Depending on your ERP, your export file may require formatting prior to import.	Export Format:Excel; .CSV file

ClearGov Personnel Budgeting - Product Scope

Once you have uploaded your position and personnel data, ClearGov Personnel Budgeting enables Clayton team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Description	In Scope
Personnel Request Forms: Create forms for your contributors to submit personnel requests.	Unlimited personnel request forms
Personnel Data Import: Import personnel and position data into your personnel plan.	Unlimited positions and personnel
Personnel Scenario Planning: Input and adjust key rules and assumptions to create and analyze personnel budget scenarios.	Unlimited scenario planning

ClearGov Capital Budgeting - Product Scope

Once your subscription is activated, ClearGov Capital Budgeting enables Clayton team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to

use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Description	In Scope
Capital Request Forms: Create forms for your contributors to submit capital requests.	Unlimited capital request forms
Capital Request Imports: Import existing capital requests to your capital plan and/or present in your budget book.	Unlimited capital requests
Capital Scenario Planning: Input and adjust capital funding assumptions to create and analyze capital budget scenarios.	Unlimited scenario planning
Capital Improvement Portal: Using ClearGov's easy to learn and intuitive toolset, you can convert any capital requests into a detailed Project Pages and publish via a custom Capital Improvement Portal to communicate status, milestones, timeline, budget and updates to your constituents.	Unlimited Project Pages



ClearGov Digital Budget Book - Product Scope

Once your data has been onboarded, ClearGov Digital Budget Book enables Clayton team members to execute a variety of tasks, as outlined in the table below. The ClearGov training programs and your CSM will provide advice and suggest best practices to help you optimize your own Digital Budget Book.

Description	In Scope
Capital Request Forms: Using ClearGov's free Capital Requests Module, you can create forms for your contributors to submit capital requests to create a Capital Request summary for your Digital Budget Book.	Unlimited capital request forms
Digital Budget Books: Create comprehensive digital budget books based on onboarded budget data and the narrative added by you.	Unlimited Digital Budget Book versions
Digital Budget Book Pages: Fill out templated sections of your budget book using ClearGov's toolset and GFOA guidelines embedded in the product, and/or create new pages with your own content, images, tables, etc. as needed.	Unlimited pages
Printed Budget Books: ClearGov's Digital Budget Book solution includes print to .PDF functionality. It automatically creates .PDF documents of the full budget book or selected sections.	Unlimited



Transparency - Product Scope

Once your data has been onboarded, ClearGov Transparency enables Clayton team members to execute a variety of tasks, as outlined in the table below. The ClearGov training programs and your Client Success Manager will provide advice and suggest best practices to help you optimize your ClearGov Transparency implementation.

Description	In Scope
Project Pages: Using ClearGov's free Capital Projects Module and easy to learn and intuitive toolset, you can create Project Pages to communicate status, milestones, timeline, budget and updates to	Up to five Project Pages

your constituents.	
Department Dashboards: Using ClearGov's easy to learn and intuitive toolset, including custom charting, you can create Department Dashboards to communicate key performance metrics to your constituents.	Unlimited Department Dashboards
Transparency Profile Launch: Promote your transparency profile to residents through a press release, your website and social media.	ClearGov provides a release template and a customer banner for your Website.
Data Updates: You may regularly update your financial data at your discretion by sending new files to ClearGov. For example, you may post current FY budget and update periodically with actual spending.	You may provide monthly, quarterly (recommended) or annual updates for budget data. Open Checkbook data can be uploaded weekly.

Project Management

ClearGov offers robust solutions that are straightforward to set up and operate - especially compared to typical gov-tech software. We understand that most local governments are pressed for resources, so we have designed an onboarding process that places the heavy lifting on ClearGov. This section outlines the key project management roles and responsibilities.

> *"Governments looking for budgeting and transparency software need to know two things about ClearGov: 1) it's super easy to use, and 2) the ClearGov Client Success team is unparalleled in its ability to work individually with each client. I have not found that at any other company. No one does what ClearGov does, and they have really helped us do a better job."*
>
> **Brandon Neish**
> Finance Director
> City of Sweet Home, OR
> Population: 10,000

Partnership Overview

The onboarding and ongoing use of the ClearGov platform is a shared responsibility between ClearGov and Clayton. While we have designed our processes to minimize complexity and put most of the work on our team of ClearGov experts, you play a very important part. ClearGov relies on you to send us the financial data that fuels our applications and to partner with us to make sure that data is presented exactly the way you'd like. While ClearGov has expertise on data science and municipal finance, you are the expert on the details of your data, and you have a unique perspective on the expectations and preferences of your key constituents.

Below is a list of key roles & responsibilities involved to ensure a smooth and expeditious onboarding process and a long-term return on your investment.

ClearGov Roles & Responsibilities

Role	Responsibilities
Client Success Manager (CSM)	• Your go-to person at ClearGov for activation, onboarding and more. • Activates account & product subscriptions. • The person to whom you should send all your data files. • With your input, develops and executes the onboarding plan and timeline. • Coordinates ClearGov resources to deliver the Scope of Work deliverables. • Monitors progress to ensure a timely and efficient launch. • Tracks, communicates, and expediently resolves all issues. • Communicates the availability of training and learning resources. • Answers questions and consults on best practices. • Generally available 9:00AM to 5:00PM Eastern, Monday through Friday (excluding holidays). Your CSM will inform you of his / her specific availability.
Data Onboarding Consultant	• Reviews the financial data files you send to ClearGov and, if needed, follows up with you regarding missing information or clarifying questions.

(DOC)	• Formats, uploads & maps (i.e. categorizes) initial set of financial data. • Leads Data Review calls and presents your data categorization. • Updates data mapping per your requests. • Uploads additional data supplied by you - either on an adhoc or regular basis (monthly, quarterly or annually).
Training Specialist	• Delivers regularly scheduled training webinars. • Develops pre-recorded videos, information sheets and Support Center articles. • Designs and delivers customized remote training sessions if needed.
Support Team	• A resource for end-users (e.g. contributors, requesters, reviewers) to get "how-to" questions answered. • An alternative resource for Admin users if your Client Success Manager is unavailable. • Can be reached via email: support@cleargov.com. • Available 9:00AM to 6:00PM Eastern, Monday through Friday (excluding holidays).

Clayton Roles & Responsibilities

Role	Responsibilities
Primary Contact	• Primary communication point with the ClearGov Client Success Manager. • Delivers the "Client Task" items (listed in the Scope of Work) in a timely manner. • Answers or coordinates answers to questions from ClearGov on a variety of topics (financial data, training, invoice payments) within 3 business days. • Schedules and attends meetings with Client Success Manager and ensures all individuals that need to participate attend.
Financial Data Exporter	• Exports financial data and account number key from your accounting or ERP system and emails to Client Success Manager.
Financial Data Reviewer	• Reviews financial data after it has been uploaded and categorized in ClearGov. • Provides feedback on financial data categorization and accuracy. • Approves launch of financial data.
Executive Sponsor	• Ensures everyone understands the goals of using ClearGov's solutions. • Identifies and assigns resources to complete onboarding in a timely manner. • Serves as an escalation point if onboarding is not progressing or issues need to be resolved.
Admin User	• Has full permission to all ClearGov application functionality included with ClearGov subscription. (NOTE: ClearGov offers an unlimited number of Admin Users.) • Creates user accounts.
End User	• Has permission to specific ClearGov functionality consistent with the role. (NOTE: ClearGov offers an unlimited number of End Users.) • Typically is a department head, committee member or other reviewer.

Onboarding

The ClearGov onboarding process is designed to minimize complexity and resources required on your end. Formatting, uploading and categorizing your financial data requires the most effort and that task is completed by ClearGov. However, before we can begin working with your data, we need you to send it to us. And once we have it, we will need you to answer questions and review the final output to ensure that it meets your needs. The tables below outline the onboarding process, including the few actions that are your responsibility.

Onboarding Scope of Work

Service/Description	In Scope	ClearGov Task	Client Task
Account Activation: Create Client account and activate on start date specified in service order.	Access begins on service start date.	✅	
Project Management: Develop onboarding plan & timeline, coordinate ClearGov Client Success team, communicate status.	ClearGov CSM will oversee all project management.	✅	
Create User Logins: Admin Users can create End User logins, as well as additional Admin Users, and set permission/access levels. ClearGov will create the first Admin User; Client creates additional.	Unlimited Admin User and End User logins.	✅ **Shared**	
Data Export: Export revenue expense detail and account number structure from ERP/ accounting system. (See Data Requirements section for more details.)	3 to 20 years of data *ClearGov will provide detailed instructions*		✅
Data Onboard: ClearGov DOC will format, upload and categorize your financial data, based on files provided by you.	3 to 20 years of data, as provided by Client	✅	
Data Review: Review imported data for accuracy and to confirm that categorization supports your budget process. Provide change requests and approve when complete.	Timely review and feedback on onboarded data.		✅

Data Onboarding Requirements

ClearGov's Data Onboarding process is focused on getting your most complex data up and running on the ClearGov platform quickly and correctly. In a nutshell, this means your financial/budget data - both current and historical information. This data should be readily exportable from any accounting/ERP system. We have partnered with a few vendors to include an "Export to ClearGov" button in their solutions and for some others we can provide detailed export instructions. Your CSM will let you know what is available based on the accounting/ERP system you use. Your CSM will also provide you with a more detailed document explaining data requirements. The highlights are outlined below.

Data Onboarding Requirements by Product

The table below outlines the data that ClearGov will onboard for you to get your solution up and running. We will, of course, need you to send us this data, and ClearGov will do the heavy lifting to set it up to meet your needs in our platform. The ClearGov platform also provides automated workflow tools

that make it straightforward to add additional data and content, such as capital/personnel requests, budget book narrative, position data, etc. on an ongoing basis.

Product	Chart of Accounts	Revenue & Expenditure Data		Checkbook Detail
		Actual	Budgeted	
Operational Budgeting	✅	✅	✅	**N/A**
Personnel Budgeting	✅	**N/A**	**N/A**	**N/A**
Capital Budgeting	✅	**N/A**	**N/A**	**N/A**
Digital Budget Book	✅	✅	✅	**N/A**
Transparency	✅	✅	✅	✅

Data Onboarding Detail

Actual Revenues & Expenditures

- The majority of clients sent us 4 to 6 years, however, there is no limit
- By providing more years, trend charts will be more robust
- Current FY data is used as the basis to create the next FY budget.

Budgeted Revenue & Expenditures

- Current and upcoming
- Past years to display budget-to-actuals (optional)

Check Level Detail (ClearGov Transparency Only, Optional)

- If you wish to use the Open Checkbook feature in ClearGov Transparency
- Your data must include check-level detail for the most recent fiscal year with as much historical data as you prefer

Line Item Detail File(s)

- Line-item level revenue and expense data. Depending on which accounting system you use, all years may be exported in one file or there may be a file created for each year.
- Each line item should include full account number, account description, fund and dollar amount. We will also need to know the associated fiscal year and if the line item is tied to revenue or expense.
- Depending upon which accounting system you're using, this is often referred to as the Trial Balance Report; Account Inquiry Report; or Budget-to-Actual Report.

Account Number Key

- This is simply an explanation of your account number structure.
- An account number is made up of segments and for each segment we need to know its purpose (i.e. whether it refers to a fund, a department, an object, etc.).
- Most accounting systems enable you to run a report to generate this information. It's often called a Segment Report or Chart of Accounts. If yours does not, just let us know. The ClearGov data team has successfully uploaded data for hundreds of clients and will work with you to determine the best options.

How much data should we provide?

In short, it depends on which product(s) you plan to use:

- **Operational Budgeting:** Should provide budgeted data for the current fiscal year and any historical budgeted/actual data you would like to be able to view/compare when you are

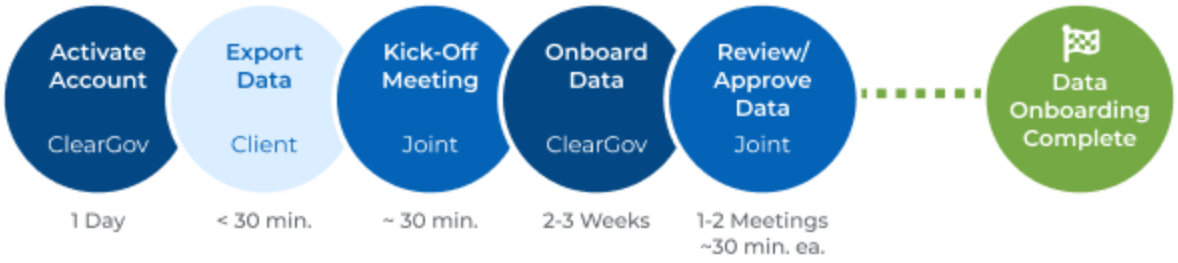
building your next budget. NOTE: The Forecasting module uses historical data to build forecasts, so the more historical data you provide, the better your forecasts will be.

- **Digital Budget Book:** Should provide budgeted and actual data for any fiscal year that you wish to present in your digital budget, typically 3-5 years.
- **Transparency:** Should provide any budgeted and actual data for fiscal years that you wish to present within your Transparency profile. Generally, we recommend presenting at least 4 years of data to be able to show trend analysis over time, but we can upload as many years as you provide.

Onboarding Process & Timeline

The following outlines a typical onboarding process and expected timelines - your ClearGov CSM will work with you to develop an onboarding plan that works for you.

Timeline Summary



Timeline Details

In the interest of full transparency, the complete data onboarding process can take a handful of weeks, depending on these key factors:

- The format of your data, i.e. the more structured your data the better
- The volume and complexity of your data
- ClearGov's current data onboarding backlog*
- How quickly you are able to send us your data and review/approve the results

The details are explained in the steps below, and the good news is the heavy lifting is all on ClearGov. In fact, during the entire onboarding process, **you should only need to spend a few hours here and there** to export, review and approve your data and attend some initial training. As you will see in the notes below, the most common delay to the process is coordinating schedules, so having a good calendar organizer on your end is the best way to optimize the process. **PLEASE NOTE:** Each step indicates the actions that Clayton needs to complete, and the expected effort required.

Step 1: Account Activation

When	• Occurs within one business day of your signed ClearGov Service Order.
Who	• **ClearGov CSM** is responsible for Account Activation
What	• ClearGov will create the initial Admin User login and schedule the activation of your subscriptions, based on the Service Start Date. • Your ClearGov CSM will contact you to provide an introduction and schedule the Kick-Off call (See Step 3). • As of your Service Start Date, you will have full access to the solutions included with your subscription and can immediately begin working with the features that do not require data onboarding, e.g. creating Project Pages; Department Dashboards; or Capital Request Forms; Custom Charts; Budget Book narrative pages; etc.

Step 2: Data Export

When	• As soon as possible after the Service Order has been signed.
Who	• **ClearGov CSM** will provide a data requirements document. • **Client** (Financial Data Exporter) is responsible for exporting data from your accounting system/ERP and sending the file(s) to ClearGov.
What	• The data export process is usually fairly straight forward, depending upon which accounting system/ERP you are using. At this point, ClearGov has worked with just about all of them, so we may be able to provide tips and/or specific instructions. • **Effort:** Generally speaking, this requires <30 minutes of effort.
Tips	• **NOTE:** Although this can (and should) be a very quick step (minimal effort, as you can see), we sometimes encounter delays if the person responsible for data export is unavailable or uniformed about their role. Please note that the data onboarding process clearly cannot begin, until ClearGov receives the data and gets it into our queue. So, any delay at this step causes further delay down the line.

Step 3: Kick-Off Meeting

When	• As soon as possible after the Service Order has been signed, ideally within 1 week.
Who	• **ClearGov CSM** will schedule the Kick-Off meeting (to be held via conference call) • **Client:** Recommended to have all key parties involved in this Kick-Off call, especially the Primary Contact; Data Exporter; Data Reviewer; and Executive Sponsor.
What	• Your CSM will review onboarding steps, deliverables and timelines. Your CSM will also review the Data Requirements document and answer questions. If you have already sent data files prior to the call, we may ask clarifying questions about your data. • **Effort:** Kick-Off calls generally last about 30 minutes.
Tips	• **NOTE:** The biggest challenge we typically face with the Kick-Off meeting is simply coordinating schedules. Ideally, we would like to have one person on the client side who is responsible for coordinating calendars, even if that person is not directly involved in the project, such as an Admin Assistant. Again, any delay at this stage has a trickle down effect on the rest of the schedule.

Step 4: Data Onboarding

When	• Generally takes about 2 - 3 weeks from when ClearGov receives your data.
Who	• **ClearGov Client Success Team** is responsible for onboarding and mapping of your data onto the ClearGov Platform.
What	• During this step, a ClearGov DOC will onboard your data into the ClearGov platform and map it into a structure that is consistent with the chart of accounts you provide. You will have a chance to review and approve the data mapping in the next step.
Tips	• **NOTE:** The data onboarding time varies based on the format, volume and complexity of your data as well as the current queue of Client activations.

Step 5: Data Review and Approval

When	• Generally takes about a week after the data has been onboarded, primarily due to coordinating schedules for a data review call.
Who	• **ClearGov DOC** is responsible for presenting the mapped data. • **Client** (Data Reviewer) is responsible for reviewing the mapped data and specifying changes, as needed.
What	• In most instances, there is an Initial Data Review call (via video conference) followed by 1 or 2 follow up calls/emails, depending upon the complexity of the data and the number of changes/iterations requested. • Once the data has been approved, ClearGov will launch your data within the ClearGov platform and make it accessible to all applications included in your subscription • **Effort:** The Initial Data Review call generally requires about 20 - 30 minutes, and follow up calls, if necessary, tend to clock in around 10 - 20 minutes each.
Tips	• **NOTE:** Similar to the Kick-Off, the biggest challenge at this stage is simply coordinating calendars. We will do everything in our power to make ourselves available at your convenience, and simply ask that you schedule and commit to the review meetings as quickly as possible.

Step 6: User Training

When	• Technically, training can occur at any time once the Service Order is signed. However, ClearGov recommends that training should happen right around the time that your data is onboarded, or very shortly thereafter.
Who	• **ClearGov CSM** will make sure that you are aware of all training options. • **ClearGov Training Specialist** will deliver training sessions, as scheduled. • **Client:** Recommended to have all Admin and End Users participate in training sessions.
What	• All users may attend as many group training sessions as they wish and have unlimited access to pre-recorded videos, information sheets and Support Center articles. • If needed, ClearGov will design and deliver a customized remote training session - via video conference. • **Effort:** Depending upon which ClearGov Suites are included in your subscription, training sessions usually run 45 - 90 minutes.
Tips	• **NOTE:** Full access to training and learning materials is provided upon Account Activation in Step 1.

IMPORTANT: Launch Deadline Communication

If you have a critical deadline, please inform your Market Development Executive and/or your Client Success Manager. They will let you know if we can meet that deadline and what will be required to complete onboarding by that date.

*IMPORTANT: ClearGov Backlog Summary

Due to a recent spike in demand for ClearGov's solutions, we are in a **temporary backlog situation** with respect to our Data Onboarding process. We want to ensure that we are setting - and delivering on - proper expectations, so we have created a Data Onboarding Schedule site that provides an up-to-date summary of the current data onboarding backlog. We will onboard ClearGov customers on a first-come, first-served basis, based on the signature date of their Service Order. Please see the Data Onboarding Schedule site for more details and specific dates.

Training and Support

ClearGov solutions are designed to be intuitive and simple-to-use, so chances are that you won't need much hand-holding - even from the start. With that said, ClearGov's training materials and support channels are designed to ensure that you and your team can quickly launch, adopt and optimize the value you receive from the ClearGov platform. We will share how to accomplish tasks, key insights and best practices to help you ramp quickly.

"The ClearGov client success team has been incredible — patient, understanding, and responsive — every step of the way."

Jodi Cuneo, CGA
Town Accountant
Walpole, MA

Training - Scope of Work

Service/Description	In Scope	ClearGov Task	Client Task
Admin User (Editor) Training: Training is delivered via webinars, video tutorials, information sheets and Support Center articles. Your ClearGov CSM will answer questions and provide advice as needed.	Unlimited access to all ClearGov training materials and group training sessions. One customized training session available upon request which can be recorded for future viewing.	✅	
End User (Contributor) Training: Training is delivered via webinars, video tutorials, information sheets and Support Center articles. ClearGov's Support Team will answer questions and provide advice as needed.	Unlimited access to all ClearGov training materials and group training sessions. One customized training session available upon request which can be recorded for future viewing.	✅	

Training Webinars

ClearGov delivers regularly scheduled training webinars for our Budgeting and Digital Budget Book solution. They typically last 30 to 45 minutes and questions from attendees are encouraged. Your CSM will provide you with instructions on how to register.

Support Center

All ClearGov users have access to a frequently updated online Support Center filled with how-to articles, video tutorials and information sheets. The ClearGov Support Center is easy to navigate and has a robust search engine to quickly find help on a specific topic.

Customized Training

Customized training sessions are available upon request and are tailored to your specific needs. A member of our training team will work with you to schedule a time that fits your calendar. ClearGov uses modern web conferencing services to conduct live training sessions and webinars remotely. This enables the instructor to share his/her screen and record every session. It also enables you to distribute the recording via email after-the-fact to any who were unable to attend; save it for future reference; and/or train new hires.

Client Success Manager

You will be assigned a dedicated Client Success Manager (CSM) who will be responsible for coordinating and managing your activation and onboarding process. Your CSM will also be your primary point of contact after onboarding for all ongoing data updates, questions and issue resolution.

Our CSMs are committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response. You will also be provided an escalation path in the event that you are ever dissatisfied with your CSM's performance or you have a time-sensitive issue that needs immediate resolution. CSMs are generally available 9:00AM to 5:00PM Eastern, Monday through Friday (excluding holidays). Your CSM will inform you of his / her specific availability.

ClearGov Support Team

ClearGov's support team is a resource for End Users (e.g. department heads, reviewers) to get "how-to" questions answered. Support is also an alternative resource for Admin Users if your Client Success Manager is unavailable. The ClearGov Support Team can be reached by sending an email to support@cleargov.com.

Our Support Team is committed to responding to all inquiries within **one business day**, and in most cases, you will receive a same-day response. Support is available 9:00AM to 6:00PM Eastern, Monday through Friday (excluding holidays).

Product Enhancement Requests

We absolutely love hearing from Clients - especially when they have ideas that would make our products better. In fact, we meet weekly to go over all the feedback we've received to provide key input to our product roadmap. Many of the applications and features in ClearGov's solution are a direct result of client feedback. When you have a request for a product enhancement, please submit your idea(s) through our Support Center or inform your CSM and they will bring it up at our weekly meeting. We prioritize product enhancements primarily based on the number of clients who are requesting similar functionality, so we can't guarantee that your ideas will go to the top of the list, but we promise that we'll always listen, and we work hard to make 100% of our customers happy.

Security Overview

The ClearGov platform is hosted by Amazon Web Services (AWS), the world leader in cloud computing as a service. Used by the Departments of Justice, Defense, and Homeland Security, AWS is one of only three vendors that have been granted government authorization to store highly sensitive federal data on its cloud-computing servers.

AWS handles systems, network architecture, and security, enabling ClearGov to focus on what it does best — developing world-class solutions for local governments. With ISO 27001 and FISMA-certified data centers, AWS has made platform security its highest priority in order to protect customers' critical information and applications. Another key advantage of hosting on the AWS cloud is that it allows ClearGov to easily scale and innovate, while maintaining all security protections across the entire infrastructure.

How secure is ClearGov?

Hosting with AWS ensures that ClearGov maintains the highest security standards in the world:

- Web application firewalls control access to the underlying code.
- AWS has built technologies to protect against distributed denial of service (DDoS) attacks to ensure network availability and application uptime.
- AWS's SQL Server RDS uses server-side encryption to protect sensitive data.

In addition to AWS's secure hosting environment, ClearGov has implemented a number of extra software security features:

- **Secure Socket Layer (SSL):** SSL establishes an encrypted link between AWS servers and the web browser to ensure that all data transfers remain private and integral.
- **SQL Injection Protection:** ClearGov has built protection against SQL injection attacks where hackers attempt to insert nefarious server requests into web forms.
- **Access Rights:** ClearGov has implemented strict permission settings based on roles, which limit access to specific data and application functions. This ensures that internal users are restricted from accessing sensitive data based on privileges assigned by your administrator.
- **Password Authentication:** ClearGov does not store passwords explicitly, but rather "hashes" (encrypts) them so they are not compromised.
- **Logging and Monitoring:** ClearGov employs monitoring features that quickly identify vulnerabilities and provide immediate alerts if action is required.

Where are ClearGov data centers located?

AWS replicates the ClearGov application and data across multiple data centers to ensure redundancy and availability. With this in mind, ClearGov is hosted at the AWS data centers in North Virginia, Ohio, Northern California, and Oregon.

You can learn more about AWS data centers and security measures via the following link:

- https://aws.amazon.com/security/?hp=tile.

General Questions

Q: Do we need to dedicate resources for ClearGov implementation?

- A: Ideally, we would like to have one point person on your end with whom we can coordinate logistics. We generally require no more than a few hours of that person's time for the entire setup/onboarding process. Typically, that same person is responsible for delivering regular data updates (usually quarterly) , which requires only a few minutes of their time once per quarter. (See Project Management section for more details.)

Q: Does ClearGov provide training?

- A: The ClearGov platform is designed to be simple and intuitive. With that said, ClearGov will provide whatever training you and your team need during the kick-off process. And, the ClearGov team is available for unlimited support and/or training on an ongoing basis. ClearGov also provides video tutorials, online help, and other support materials as well. (See Training and Support section for more details.)

Q: How much effort is required to import our data?

- A: In short, not much. All ClearGov Solutions are designed to be turnkey and ClearGov does all of the heavy lifting for you. See Onboarding section above for more details.

Q: Can ClearGov help us communicate our finances internally?

- A: Absolutely. ClearGov is a powerful tool for not only communicating with residents, but also internal stakeholders. ClearGov can act as a central reporting platform that offers clear and easy-to-understand infographics that can be used for presentations and reports both internally and externally.

Q: How will ClearGov store our data? Is it secure?

- A: ClearGov utilizes a full suite of solutions from Amazon Web Services (AWS) to host and deliver the data for the ClearGov platform. We specifically selected AWS as our solutions provider because the AWS infrastructure puts strong safeguards in place to help secure and protect customer data. All data is stored in highly secure AWS data centers, and you can learn more about AWS security measures via the following link: https://aws.amazon.com/security/?hp=tile. See Security Overview section above for more details.

Q. Are there any accounting systems that are not compatible with ClearGov?

- A: The short answer is "No" — we work with everybody. We're not actually doing a direct integration with your accounting system; we just need a simple report, and every accounting system we've ever met can easily produce that report. We've worked with enough of them now that we can probably tell you which report to print, and if it's a new one, we'll help you figure out which report is right.

Q: Does ClearGov provide a real-time integration with any eFinance or ERP systems?

- A: The short answer is...No...and this is by design. ClearGov takes a different approach when it comes to integrating your data onto our platform. In short...we do the work for you. You simply send us a report from your accounting system whenever you like, and we'll upload it - and there is never any additional charge for this.

- The reason we take this approach is that system integrations sound like a good idea on paper, but in reality...they are painful, expensive and extremely difficult to maintain. The key problem is that every time the software changes on either end of the integration, the connection breaks and requires significant effort to re-integrate. In fact, that's how our competitors make a lot of their money, because they charge professional service fees every time you ask them to re-establish the integration. Bottom line, the extra costs of supporting and maintaining a real-time integrated solution far outweigh the minimal incremental benefits of real-time data transfer.

Q: Does the ClearGov platform support single sign-on functionality?

- A: Yes. ClearGov supports single sign-on functionality using Microsoft Azure Active Directory. We are happy to support other single sign-on platforms/APIs as well. Please just let us know what you need.

Operational Budgeting Questions

Q: With ClearGov's benchmarking intelligence module, how do we know we are comparing "apples to apples"?

- A: ClearGov consolidates and normalizes the fiscal data for all of the municipalities within your state into a standardized national chart of accounts in order to enable a direct apples-to-apples comparison. ClearGov also enables you to select the filter criteria that are most important to the comparison you're trying to make. For example, if you're comparing snow removal costs, you want towns with similar road miles, whereas if you're comparing public safety costs, you'll likely use population and average household income as your filters.

Q: Can I export from ClearGov Operational Budgeting into my ERP system?

- A: Yes, once you've created your budget, you can choose any combination of data to export to Excel and then import this directly into your ERP system.

Capital Budgeting Questions

Q: Are requests from the prior year carried over when you create a new budget?

- A: Yes, previously submitted requests (multi-year, partially funded or unfunded) from the prior year will be carried over to the new capital planning process. Any prior year requests that you do not want to include can be removed from the plan after you've started.

Q: Can we import prior year's requests?

- A: Yes, it is easy to import prior year's requests. Within ClearGov Capital Budgeting, you can download a template based on your request type. You simply add your requests to the template and upload them to ClearGov. Our Import tool has an easy 3-step guide to walk you through the process.

Q: Can we export the final Capital Budget that we create?

- A: Yes, you can export your Capital Budget to Excel or PDF. ClearGov's Capital Budgeting Report Builder serves up a handful of pre-built, common reports to streamline your reporting process, or you can create your own reports to export. Exported data can be uploaded to your ERP or accounting system.

Personnel Budgeting Questions

Q: We have a lot of employees, can we upload their data in bulk?

- A: Yes, it is easy to bulk import employees into our system. ClearGov generates a template that you can download and use to set up a simple bulk import of employees and information.

Q: Can we export the final Personnel Budget that we create?

- A: Yes, once you've created your budget, you can choose any combination of data to export to Excel and then import this directly into your ERP/Accounting system.

Digital Budget Book Questions

Q: Since the product is template-driven, won't every ClearGov Digital Budget Book look the same?

- A: No. While every ClearGov Digital Budget Book starts with the same core template, it's highly and easily customizable, so the final product will always be different. You can add your own images, chart colors, and endless content to make it your own.

Q: Can you guarantee that we will win a GFOA award?

- A: As we have designed and built the ClearGov Digital Budget Book, we have double-checked the GFOA guidelines every step of the way. We have also actively reviewed the solution with GFOA reviewers and members of the GFOA staff. With that said, we cannot guarantee that you will win an award, in part, because the narrative content is still up to you. In other words, all of the core components are included, but you still need to fill in the blanks in a way that meets with GFOA approval.

Q: I understand the benefits of digital, but I still need to produce a printed version. How will that work?

- A: You're not alone. Old habits die hard and paper is still a must-have for many local governments. In addition to presenting your budget book online, the ClearGov Digital Budget Book Suite includes functionality that enables users to create a .PDF, which can then be printed to generate a hard-copy of your budget book. Also, the Print-to-PDF functionality enables you to print specific sections of your budget book and/or the entire book.

Transparency Questions

Q: Where does ClearGov get its financial data?

- A: ClearGov sources its financial data from various entities including state departments of revenue; state education departments; etc. ClearGov also compiles complementary data, such as demographic information, home values, road miles, etc. from various public sources including the U.S. Census Bureau.

Q: How does ClearGov determine the default peer group for peer analysis?

- A: ClearGov uses four primary factors to create the ClearGov Default peer Group for each municipality:
    1. ClearGov looks for municipalities with similar populations.
    2. ClearGov looks for municipalities with similar median home values as determined by census data.
    3. ClearGov looks for municipalities with similar commercial assessments to differentiate between rural and urban municipalities.
    4. ClearGov dynamically searches for the closest ten municipalities that meet population, median home values and commercial assessment deviations. The figures from these municipalities are combined to create a peer average.
- **NOTE:** As a ClearGov Transparency customer, you will have the opportunity to create and publish your own custom peer groups, based on whatever criteria is most important to you.

Q: Won't publishing a transparency profile generate a lot of incoming inquiries?

- A: On the contrary, our customers find that a ClearGov profile helps the community find the answers they seek more easily and consistently. Plus, you can add commentary that tells the story behind your numbers and provides additional context.

- Prior to launch you will want to identify the components of your data that would benefit from some additional context. ClearGov enables you to add commentary to these sections of the profile which will actually reduce the number of inbound public information requests.
- Finally, if you do get an influx of inquiries, you will generally find a consistent pattern to the questions. So, you can use those questions to inform and further enhance your commentary.

Q: What about inciting “community activists”?

- A: It seems that every municipality has a small population of what we call “CAVE People” (**Citizens Against Virtually Everything**), and unfortunately, we don't have a direct solution for that. However, a large portion of the most aggressive community activism is generally caused by a misinterpretation of the facts, or simply taking the facts out of context. We have found that ClearGov can drastically change both the tone and substance of the conversation by showing that your local government has nothing to hide, and by delivering not just data, but the stories behind the numbers to help everyone have a more informed and empirically accurate conversation.



"I've enjoyed working with ClearGov. I really am impressed with how the products have been built. It's amazing that they know very well what we need. Not many do."

Will Fuentes, CPFO, MBA
Finance Director
Campbell, CA

January 3, 2022

Katherine Korsak
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Dear Katherine,

ClearGov provides unique budgeting and transparency software solutions for local government agencies: towns, cities, school districts, special districts, etc. More than 500 customers have purchased the ClearGov platform via sole source. Specifically, this letter confirms that ClearGov, Inc. is the sole source provider for the following products:

- ClearGov Operational Budgeting
- ClearGov Capital Budgeting
- ClearGov Digital Budget Book
- ClearGov Transparency

All of these products are proprietary software solutions for which ClearGov, Inc. exclusively owns all intellectual property rights, and these products are protected by copyrights, trademarks and service marks. In addition, there are no agents or dealers authorized to represent any of these ClearGov products.

Furthermore, no other company offers this combination of functions:

- Ability to collaboratively build a budget via a single, shared online workspace
- Collaborative workflow to assign and track budget requests by department
- Ability to automatically generate a baseline budget based on last year's data
- Ability to add notes and supporting materials to any line item within the budget
- Integrated graphs provide visual feedback on budgeting process and historical trends
- Functionality to keep a thorough audit trail of all changes, comments and budget versions
- Functionality to create and customize multi-year forecasts, including what-if scenarios
- Ability to benchmark budget categories against any peer community within the state
- Workflow automation for collection personnel requests and changes
- A filterable dashboard summary of all personnel requests by type, department, etc.
- Workflow automation for collecting capital requests
- Personnel vacancy and furlough planning modules
- Collective bargaining scenario and what-if planning

- Multi-year personnel budget scenario planning
- Ability to customize multiple capital request forms
- A dashboard summary of all capital projects by type, department, funding source, etc.
- Capital request scoring and ranking
- A capital budget scenario planning module to analyze and optimize resources
- Capital improvement website module with timelines and public commentary
- Prepopulated and preformatted Digital Budget Book template
- Automatically populate Digital Budget Book - charts and graphs - with budget data
- Collaborative workflow to assign and track Digital Budget Book creation
- Automatic data updates throughout Digital Budget Book - in text, charts and graphs
- Ability to upload images, spreadsheets and other objects into Digital Budget Book pages
- Infographic fiscal transparency module to present agency financial data
- Ability to add commentary/context to any/all panels within the transparency profile
- Ability to display budget vs. actuals and provide regular updates
- Open checkbook functionality to provide transparency at the check-level detail
- Customizable department dashboard to communicate key performance metrics
- Robust report builder and chart builder functionality in all key modules
- Data that can be updated regularly, at customer's discretion
- ADA optimized, public-facing solutions
- AI driven data onboarding process
- And more...

We look forward to having the opportunity to work with you. Please let me know if you have any questions or require additional information.

Sincerely yours,



Bryan A. Burdick
President, ClearGov, Inc.
bburdick@cleargov.com
(508) 298-8062

Examples of Local Governments Using ClearGov

Page, AZ - Open Checkbook, Digital Budget Book, Project, Dashboards, and more

- https://page-az.cleargov.com

City of Maplewood, MN - This is a good example of utilizing ClearGov's public-facing project portal:

- https://cleargov.com/minnesota/ramsey/city/maplewood/projects

City of Pismo Beach - ClearGov Digital Budget Book

- https://city-pismo-beach-ca-budget-book.cleargov.com/3390/introduction/transmittal-letter

Morgantown, WV - Uses Open Checkbook and Department Dashboards on the Transparency profile:

- https://cleargov.com/west-virginia/monongalia/city/morgantown/checkbook

Monte Sereno, CA - Uses ClearGov's Digital Budget Book

- https://city-monte-sereno-ca-budget-book.cleargov.com/2803/introduction/transmittal-letter

Martinez, CA - Uses ClearGov's Digital Budget Book

- https://city-martinez-ca-budget-book.cleargov.com/2466/introduction/history-of-city

Alpharetta, GA - Uses Open Checkbook to show detail down to the department and fund level detail

- https://cleargov.com/georgia/fulton/city/alpharetta/checkbook

Paradise, CA - Uses ClearGov to display Capital Projects online

- https://www.townofparadise.com/recovery

CITY OF CLAYTON
Founded 1857 . . . Incorporated 1964

STAFF REPORT

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **REINA SCHWARTZ, CITY MANAGER**
KATHERINE KORSAK, FINANCE DIRECTOR

DATE: **MARCH 15, 2022**

SUBJECT: **FY2021/22 Mid-Year Budget Review and Adoption of a Resolution Authorizing the Creation of a Separate Fund (232) for American Rescue Plan Act (ARPA) Revenues and Expenses**

RECOMMENDATION

Following staff report and presentation, staff recommends that the City Council receive and accept the presentation on the FY2021/22 Mid-year Budget Review. Staff also recommends that the City Council approve the resolution for the creation of a new fund, Fund 232: American Rescue Plan Act Fund, and transfer all activity to date to this newly created fund.

BACKGROUND

Following a Public Hearing, on June 29, 2021 the City's Budget for fiscal year 2021/22 was adopted by the City Council on June 29, 2021. The adopted budget for the City's General Fund was balanced with projected revenues of $5,185,450 and total operating expenditures of $5,177,485. This resulted in an initial projected General Fund budgetary operating surplus of $7,965.

DISCUSSION

For the six months ended December 31, 2021, revenues and expenditures were analyzed and projected through June 30, 2022, to determine if the City is currently on track to be within its 2021/22 adopted budget.

I. General Fund Revenues

Due primarily to a potential decrease in in projected sales tax revenues, police permits and fees, planning service charges, fines and forfeitures, investment interest income and the Clayton Community Gym rental income, General Fund revenues are anticipated to decrease by approximately **$42,008** (Attachment 1) when compared to the adopted Budget. Staff recommends waiting until June 2022 to review actuals and make a recommendation on final anticipated revenue losses, which could be made up using American Rescue Plan Act (ARPA) monies or reserves.

II. General Fund Expenditures:

General Fund Legislative Department 01 projects expenditures to be on budget.

General Fund Administration Department 02 projects expenditures to be slightly over budget by **$2,431** due mostly in part to the one-time recruitment fee of $11,000 for the interim Finance Director (who was here from July 2021-October 2021). We have not completed the salary allocation for the administrative costs of the Clayton Cares Program to ARPA funds. Once this is completed, we should see additional savings in salary as a portion of the total projected salary plus benefits costs will be allocated to Clayton Cares.

General Fund Public Works Department 03 projects expenditures to be slightly under budget by **$3,447**. However, there were additional cleaning costs due to the COVID-19 pandemic and HVAC repairs were slightly overbudget. There should be savings in other areas that will make up for these increased costs. However, it should be noted that all increased cleaning expenditures across all City departments and funds will be analyzed at year end for a recommendation to use American Rescue Plan dollars for these increased costs related to the pandemic.

General Fund Community Development Department 04 projects expenditures to be slightly under budget by **$22,130** due to the hiring a new Community Development Director three months into the fiscal year. As a result, there are both salary and benefit savings.

General Fund General Services Department 05 projects expenditures to be slightly over budget by **$15,647** due to slightly higher than expected insurance costs, unemployment insurance costs, OPEB retiree health contributions, new positive pay with Bank of America to protect our monies from fraud, and the implementation of a comprehensive update to the City's 1993 general administrative policies including ongoing training and updates.

General Fund Police Department 06 projects expenditures to be slightly over budget by **$33,880** mostly in part due to projected greater than expected Police Overtime Costs of $83,957. A savings in regular salaries helps to offset the increased overtime costs in the amount of $45,784. The increase in overtime was a direct result of the pandemic and staff will be recommending use of ARPA funding. There are some savings in CalPERS Retirement Unfunded Liability due to the fact that most police officers are now PEPRA rather than Classic employees and thus have lower retirement related costs.

General Fund Library Department 07 projects expenditures to be on budget.

General Fund Engineering Department 08 projects expenditures to be slightly higher than budget by **$1,080** due to increased workload.

General Fund Community Park Department 09 projects expenditures to be less than the budget by **$6,521** due to savings with the CalPERS Unfunded Liability also due to the fact that most employees are PEPRA rather than Classic.

III. Other Governmental Fund Revenues and Expenditures

Landscape District (LMD) Fund 210: The Trails and Landscape Committee met on March 7, 2022 to review the details of the 2021/22 mid-year budget for Fund 210. Revenues are currently on track at $665,169 received through 12/31/2021 and will make the budgeted revenue of $1,219,857. Expenditures are currently at 31% of the budgeted amount for the year.

American Rescue Plan Act (SLFRF) Funds – newly created Fund 232: Staff recommends creating a new fund, Fund number 232 to facilitate tracking of this federal award. These monies will be subjected to a single audit. Currently this grant resides in Fund 230 and project codes are used to identify the revenue and expenses associated with it. The use of a standalone fund will make it easier to use multiple project codes and track the revenue and expenses more effectively in the accounting system. Attachment 5 is a breakdown of the current details. The City will receive an additional $1,467,024 around July of 2022. To date we have used $678,142.24, $420,000 in the Clayton Cares Community Loan/Grant program and $232,000 in Essential Worker Pay for City Employees. Staff will return to the City Council with a recommendation closer to fiscal year end to allocate use of these funds for lost revenue directly caused by the pandemic and increased expenditures, also directly caused by the pandemic.

Rainy Day Fund 110: The Rainy Day Fund started the fiscal year with a beginning balance of $177,496. This fiscal year there have been two Council-approved resolutions (#52-2021 and #13-2022) directing the use of these funds for police radios and for research regarding a possible tax measure. Total ending fund balance is projected to be $113,971.

FISCAL IMPACT

Recommendation in the month of June/July 22 to appropriate funds from the American Rescue Plan Act Grant for lost revenue directly caused by the pandemic and increased expenditures, also directly caused by the pandemic.

Attachments

Attachment 1: General Fund Revenues

Attachment 2: General Fund Departmental Operating Budget Expenditure Summary Level

Attachment 3-11: Details of Expenditures by Department

Attachment 12: American Rescue Plan Act Summary YTD

Attachment 13: Rainy Day Fund Summary

RESOLUTION NO. ##-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON AUTHORIZING THE CREATION OF A SEPARATE FUND (232) FOR AMERICAN RESCUE PLAN ACT REVENUES AND EXPENSES

THE CITY COUNCIL
City of Clayton, California

WHEREAS, in July 2021, the City of Clayton received the first tranche of American Rescue Plan Act (ARPA) funds in the amount of $1,467,024;

WHEREAS, the US Treasury issued the Final Rule on allowable uses of ARPA funds in January 2022;

WHEREAS, all uses of ARPA funds must be tracked to ensure compliance and to complete necessary audits; and

WHEREAS, segregating all uses of ARPA funds in a single Fund will improve transparency and accountability.

NOW, THEREFORE, BE IT RESOLVED the City Council of Clayton, California does hereby:

Authorize the creation of a separate Fund – 232 – to account for all American Rescue Plan Act revenues and expenses.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California held on the 15th day of March, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

_____
Peter Cloven, Mayor

ATTEST:

_____
Janet Calderon, City Clerk

CITY OF CLAYTON PROPOSED GENERAL FUND REVENUE BUDGET
Mid Year Budget 2021-22

Description	Account Number	Actual Prior Year Revenue 2020-21	Budgeted Revenue 2021-22	Actuals Through 12-31-2021	Projected Revenue 2021-22	Variance 2021-22 Budget vs. Projected Actual
Secured Property Taxes:						
Property Taxes In-Lieu of VLF	4100	1,093,525	1,137,266	566,176	1,137,266	-
Property Taxes - Secured	4101	964,432	992,164	546,101	992,164	-
RPTTF Distribution	4108	447,771	464,424	243,908	464,424	-
Total Secured Property Taxes		**2,505,728**	**2,593,854**	**1,356,185**	**2,593,854**	-
						-
Property Taxes - Unsecured	4102	43,102	40,000	36,068	40,000	-
Property Taxes - Unitary Tax	4103	15,048	15,349	9,047	16,449	1,100
Property Taxes - Supplemental	4104	24,831	2,300	5,099	39,223	36,923
Property Taxes - Other	4106	8,975	9,100	-	9,100	-
Sales and Use Tax	4301	510,029	585,965	222,444	585,965	-
Real Property Transfer Tax	4502	125,221	112,000	63,414	112,000	-
Business Licenses	5101	90,872	150,000	133,984	150,000	-
CCC Building Permit Remit Fees	5103	81,134	80,000	42,576	80,000	-
Engineering Service Fees	5106	6,407	5,457	5,062	5,457	-
Public Safety Allocation	5201	99,966	103,531	38,088	103,722	191
Abandoned Veh Abate (AVA)	5202	6,385	5,600	1,352	5,600	-
Motor Vehicle In-Lieu	5203	8,315	8,320	13,017	13,017	4,697
Other In-Lieu of Taxes	5205	171,029	174,389	87,249	174,497	108
POST Reimbursements	5214	4,145	6,000	1,879	6,000	-
State Mandated Cost Reimbursement	5217	2,620	-	-	-	-
Planning Permits/Fees	5301	10,903	11,115	6,415	11,115	-
Police Permits/Fees	5302	7,242	20,000	4,737	12,000	(8,000)
City Hall Rental Fees	5303	-	200	-	200	-
Planning Service Charges	5304	41,367	48,000	4,962	20,000	(28,000)
Well Water Usage Charge	5306	7,725	6,000	1,930	6,000	-
Misc. City Services	5319	52	100	108	108	8
Fiduciary Funds Administration	5322	271,471	272,151	-	272,151	-
Franchises - Comcast Cable	5401	198,606	204,400	104,330	208,616	4,216
Franchises - Garbage Fees	5402	211,855	216,000	106,625	216,000	-
Franchises - PG&E	5403	139,858	140,000	-	140,000	-
Franchises - Equilon Pipe	5404	17,006	17,193	17,892	17,892	699
AT&T Mobility Franchise Fees	5405	25	100	-	100	-
Fines and Forfeitures	5501	33,487	32,800	12,391	24,782	(8,018)
Interest	5601	113,321	86,000	13,199	52,796	(33,204)
Park Use Fee	5602	11,722	14,000	9,129	18,258	4,258
Meeting Room Fee	5603	318	3,000	1,877	3,754	754
Inv. Premium/Discount	5605	-		-	-	-
Unrealized Inv. Gain/Loss	5606	(50,967)	-	-	-	-
Cattle Grazing Lease Rent	5608	10,526	10,710	10,710	10,710	-
Cell Tower Lease Rent	5609	36,627	37,587	18,724	37,587	-
Clayton Community Gymnasium Rent	5613	5,900	18,600	-	-	(18,600)
Reimbursements/Refunds	5701	-	1,000	-	1,860	860
CCLF Contributions	5703	-	-	6,743	-	-
Other Revenues	5790	53,207	8,000	5,944	8,000	-
Overhead Cost Recovery	5791	16,086	11,000		11,000	-
Tfr From Grants Fd for Eligible Recycling	6019	14,814	10,000	10,000	10,000	-
Admin Expense Recovery:					-	-
Measure J Fund	6002	4,890	5,076	5,076	5,076	-
HUTA Gas Tax Fund	6004	8,150	8,460	8,460	8,460	-
Neighborhood Street Lights Fund	6005	12,530	13,006	13,006	13,006	-
GHAD Fund	6006	7,870	8,169	8,169	8,169	-
Landscape Maintenance CFD Fund	6007	39,190	40,679	40,679	40,679	-
The Grove Park CFD Fund	6011	7,970	8,273	8,273	8,273	-
Stormwater Assessment Fund	6016	40,430	41,966	41,966	41,966	-
Total Revenues		**4,975,988**	**5,185,450**	**2,476,809**	**5,143,442**	**(42,008)**

Attachment 1

GENERAL FUND DEPARTMENTAL OPERATING BUDGETS
SUMMARY

DEPARTMENT	20/21 Actual	2021-2022 Adopted Budget	2021-2022 Actual 12/31/2021	2021-2022 Projected	2020-21 Variance Budget vs. Projected
LEGISLATIVE	52,922	63,471	27,849	63,471	0
ADMIN / FINANCE / LEGAL	1,004,993	1,055,988	575,734	1,058,419	(2,431)
PUBLIC WORKS	185,454	201,462	102,636	198,015	3,447
COMMUNITY DEVELOPMENT	290,223	343,416	150,673	321,313	22,103
GENERAL SERVICES	208,892	252,597	225,663	268,244	(15,647)
POLICE	2,354,213	2,689,035	1,480,347	2,722,915	(33,880)
LIBRARY	98,874	127,181	47,282	127,181	0
ENGINEERING	146,202	137,835	59,523	138,915	(1,080)
COMMUNITY PARK	174,151	306,500	92,539	299,979	6,521
TOTAL	4,515,924	5,177,485	2,762,246	5,198,452	(20,967)

Attachment 2

City of Clayton
Legislative Department 01
Mid Year Budget 2021-22

Account Number	Account Name	2020-21 Actual	2021-2022 Adopted Budget	2021-2022 Actual 12/31/2021	2021-2022 Projected
7115	City Council Comp	28,200	28,200	14,534	28,200
7220	PERS Retirement - Normal Cost	251	-		-
7221	PERS Retirement - Unfunded Liability	2,767	-		-
7231	Workers Comp Insurance	1,093	956	1,582	956
7232	Unemployment Insurance	-	1,748	-	1,748
7233	FICA Taxes	2,012	2,157	1,079	2,157
7321	Printing and Binding	-	300	-	300
7324	Dues and Subscriptions	11,351	13,660	4,489	13,660
7362	City Promotional Activity	5,646	4,500	5,565	4,500
7363	Business Meeting Expense	-	250	-	250
7372	Conferences/Meetings	1,500	1,700	-	1,700
7373	Education & Training	-		600	-
7382	Election Services	332	-	-	-
7413	Legal Services	-	-		-
7419	Other Prof. Services	(230)	10,000	-	10,000
	Total Operating Expenditures	**52,922**	**63,471**	**27,849**	**63,471**

City of Clayton
Admin / Finance / Legal Department 02
Mid Year Budget 2021-22

Account Number	Account Name	2020-21 Actual	2021-2022 Adopted Budget	2021-2022 Actual 12/31/2021	2021-2022 Projected
7111	Salaries/Regular	589,797	622,698	301,337	617,865
7112	Temporary Salaries	-	-		
7218	LTD/STD Insurance	5,376	5,191	2,156	4,674
7219	Deferred Compensation Retirement	2,585	4,800	2,400	7,200
7220	PERS Retirement - Normal Cost	60,762	60,278	28,239	60,063
7221	PERS Retirement - Unfunded Liability	58,664	77,368	74,794	74,794
7231	Workers Comp Insurance	23,205	21,107	19,103	21,107
7232	Unemployment Insurance	-	2,604	-	2,604
7233	FICA Taxes	14,752	9,029	4,691	9,382
7241	Auto Allowance/Mileage	8,755	9,540	4,470	9,540
7246	Benefit Insurance	90,336	88,388	40,376	80,751
7301	Recruitment/Pre-employment		-		
7324	Dues and Subscriptions	454	2,278	1,894	2,278
7332	Telecommunications	6,774	6,860	3,355	6,710
7371	Travel	-	100	-	100
7372	Conferences/Meetings	654	1,225	3,329	3,329
7373	Education and Training	387	6,500	(296)	6,500
7389	Miscellaneous		-	11,006	2,500
7411	Legal Services Retainer	81,197	73,332	32,295	73,332
7413	Special Legal Services	14,352	6,000	3,010	6,000
7414	Auditing and Financial Reporting Services	29,262	39,350	11,822	39,350
7415	Computer/IT Services	-	-	7,049	-
7419	Other Prof. Services	17,651	19,340	24,704	30,340
7481	Bank Service Charge	30	-	-	-
	Total Operating Expenditures	**1,004,993**	**1,055,988**	**575,734**	**1,058,419**
	Capital Outlay & Other One Time Expendiures				
7485	Capital Outlay	-	-		
8111 (00)	Transfer to Pension Stabilization Fund	-	-		
	Total Capital Outlay & Other One Time Exp.	-	-	-	-
	Total Expenditures	**1,004,993**	**1,055,988**	**575,734**	**1,058,419**

Attachment 4

City of Clayton
Public Works Department 03
Mid Year Budget 2021-22

Account Number	Account Name	2020-21 Actual	2021-2022 Adopted Budget	2021-2022 Actual 12/31/2021	2021-2022 Projected
7111	Salaries/Regular	20,253	27,738	3,436	27,738
7112	Temporary Help	663	1,122	-	1,122
7113	Overtime	830	1,000	323	1,000
7218	LTD/STD Insurance	197	240	19	240
7220	PERS Retirement - Normal Cost	1,799	2,563	231	2,563
7221	PERS Retirement - Unfunded Liability	926	3,446	24,125	3,446
7231	Workers Comp Insurance	1,312	1,053	953	1,053
7232	Unemployment Insurance	-	340	-	340
7233	FICA Taxes	106	503	2	503
7246	Benefit Insurance	3,792	5,018	419	5,018
7301	Recruitment/Pre-employment	190	500	363	500
7311	General Supplies	6,635	10,000	3,261	10,000
7331	Rentals/Leases		-	129	129
7332	Telecommunications	5,107	4,915	2,023	4,915
7335	Gas & Electric Serv.	47,346	47,000	20,414	47,000
7338	Water Service	15,711	20,000	9,440	20,000
7340	Traffic Safety Supplies	-	-	10	10
7341	Buildings & Grounds Mtn	7,736	15,250	10,538	15,250
7342	Machinery/ Equip Maint.	7,011	1,750	22	1,750
7343	Vehicle Maintenance	785	1,500	249	1,500
7344	Vehicle Gas, Oil, and Supplies	973	1,100	156	1,100
7346	HVAC Mtn & Repairs	31,874	12,000	13,451	13,451
7347	Deferred Mtn Projects	675			-
7373	Education and Training	675	2,000	2,280	2,000
7411	Legal Services Retainer	88	1,164	155	1,164
7417	Janitorial Services	13,331	12,500	7,731	15,463
7419	Other Prof. Services	0	-	-	-
7429	Animal/Pest Control Services	1,956	2,760	859	2,760
7435	Contract Seasonal Labor	488	3,000	2,047	3,000
7440	Tree Trimming Services	4,995	5,000	-	5,000
7486	CERF Charges/Depreciation	10,000	10,000	-	10,000
NEW	Dog Park Operating Costs	-	8,000	-	-
	Total Operating Expenditures	**185,454**	**201,462**	**102,636**	**198,015**

Attachment 5

City of Clayton
Community Dev Department 04
Mid Year Budget 2021-22

Account Number	Account Name	2020-21 Actual	2021-2022 Adopted Budget	2021-2022 Actual 12/31/2021	2021-2022 Projected
7111	Salaries/Regular	184,689	199,274	82,632	187,382
7112	Temporary Salaries		-		
7113	Overtime	-	-		
7115	Planning Commission Comp	6,960	7,200	1,440	7,200
7218	LTD/STD Insurance	1,258	1,728	484	1,728
7220	PERS Retirement - Normal Cost	16,760	21,554	8,323	18,998
7221	PERS Retirement - Unfunded Liability	19,568	24,759	23,935	24,759
7231	Workers Comp Insurance	7,800	6,755	6,114	6,755
7232	Unemployment Insurance	-	868	-	868
7233	FICA Taxes	2,008	2,889	892	2,889
7241	Auto Allowance/Mileage	3,185	4,140	1,327	3,397
7246	Benefit Insurance	26,819	37,619	10,053	30,707
7323	Books/Periodicals	-	200	-	200
7324	Dues and Subscriptions	-	950	-	950
7332	Telecommunications	705	700	335	700
7371	Travel	3,000	500	-	500
7372	Conferences/Meetings	-	1,500	27	1,500
7373	Education and Training	1,099	2,000	-	2,000
7380	Recording Fees	-	500	-	500
7384	Legal Notices	841	2,000	1,171	2,000
7411	Legal Services Retainer	9,179	23,280	3,450	17,790
7413	Special Legal Services	333	5,000	10,490	10,490
7419	Other Professional Services	6,019	-	-	-
	Total Operating Expenditures	**290,223**	**343,416**	**150,673**	**321,313**
	Capital Outlay & Other One Time Expenditures				
7419	Prof. Svc. - Open Space Studies				
7485	Capital Outlay	-			-
	Total Capital Outlay & One Time Expenditures	**-**	**-**	**-**	**-**
	Total Expenditures	**290,223**	**343,416**	**150,673**	**321,313**

Attachment 6

City of Clayton
General Services Department 05
Mid Year Budget 2021-22

Account Number	Account Name	2020-21 Actual	2021-2022 Adopted Budget	2021-2022 Actual 12/31/2021	2021-2022 Projected
7232	Unemployment Insurance	7,856		1,511	1,511
7247	OPEB Expense	15,228	15,100	7,722	17,109
7301	Recruitment/Pre-employment	460	30,000	21,087	21,087
7312	Office Supplies	3,373	8,000	5,437	8,000
7314	Postage	2,392	4,500	1,500	4,500
7321	Printing and Binding	1,002	1,500	677	1,500
7331	Rentals/Leases	17,780	16,438	10,720	18,310
7332	Telecommunications	4,633	5,000	2,798	4,739
7351	Insurance Premiums	127,359	145,349	150,141	150,141
7364	Employee Recognition	578	1,500	1,351	1,500
7381	Property Tax Admin Cost	9,023	9,300	140	9,300
7415	Computer/IT Services	(2,500)	-		
7419	Other Prof. Services	15,355	10,800	17,498	22,962
7420	Merchant Fees	6,353	5,110	5,081	7,585
	Total Operating Expenditures	**208,892**	**252,597**	**225,663**	**268,244**
	Capital Outlay & Other One Time Expenditures				
7419	Prof. Svc. - Digital Img. & Searchable Muni Code				
	Total Expenditures	**208,892**	**252,597**	**225,663**	**268,244**

Attachment 7

City of Clayton
Police Department 06
Mid Year Budget 2021-22

Account Number	Account Name	2020-21 Actual	2021-2022 Adopted Budget	2021-2022 Actual 12/31/2021	2021-2022 Projected Budget
7111	Salaries/Regular	1,026,721	1,205,892	569,529	1,160,108
7112	Temporary Help	-	-		
7113	Overtime	131,663	100,000	108,197	183,957
7116	Part-time Salaries	-	6,125	2,169	6,125
7218	LTD/STD Insurance	7,538	10,455	4,514	10,455
7219	Deferred Compensation Retirement	2,700	2,700	1,350	2,700
7220	PERS Retirement - Normal Cost	152,410	176,439	79,376	176,439
7221	PERS Retirement - Unfunded Liability	199,180	243,966	235,850	235,850
7231	Workers Comp Insurance	44,163	41,082	37,182	41,082
7232	Unemployment Insurance	-	5,588	-	5,588
7233	FICA Taxes	17,296	19,404	9,772	19,404
7241	Auto Allowance/Mileage	4,800	4,800	2,400	4,800
7242	Uniform Allowance	9,000	9,000	11,400	11,400
7246	Benefit Insurance	162,120	168,962	75,877	162,223
7301	Recruitment/Pre-employment	4,436	5,000	8,859	8,859
7311	General Supplies	8,558	17,000	9,414	17,000
7312	Office Supplies	3,873	5,000	2,028	5,000
7313	Small Tools & Equipment	-	-	327	-
7314	Postage	274	100	253	527
7323	Books and Periodicals	284	400	-	253
7324	Dues and Subscriptions	11,242	10,200	10,029	10,029
7325	EBRCSA system user fee	10,077	10,800	11,540	11,540
7332	Telecommunications	15,220	20,000	7,576	20,000
7342	Machinery/ Equip Maint.	605	2,000	314	2,000
7343	Vehicle Maintenance	22,046	30,000	6,170	30,000
7344	Vehicle Gas, Oil, and Supplies	30,071	40,000	17,965	40,000
7345	Office Equip. Maint. & Repairs	2,018	3,200	1,123	3,200
7363	Business Meeting Expense	-	200	-	200
7364	Employee Recognition	-	200	-	200
7365	Volunteer Appreciation	-	-		
7371	Travel	-	-		
7373	Education and Training	10,381	15,000	5,376	15,000
7408	Crossing Guard Services	(1,813)	28,000	10,928	28,000
7411	Legal Services Retainer	8,723	11,640	5,726	11,640
7413	Special Legal Services	15,957	5,000	6,598	6,598
7417	Janitorial Services	4,082	3,000	1,350	3,000
7419	Other Prof. Services	7,482	4,000	839	4,000
7424	Dispatch Services	293,027	307,755	179,479	307,678
7425	Lab Fees	5,658	10,000	9,578	10,000
7426	Jail Booking Fee	-	5,500	-	5,500
7427	Cal ID Services	13,290	13,000	-	13,582
7429	Animal/Pest Control Services	76,264	75,627	38,489	76,978
7433	Integrated Justice System (ACCJIN + ARIES)	11,173	12,000	8,770	12,000
7438	Parking Enforcement - Regency Drive	-	-	-	-
7486	CERF Charges/Depreciation	43,694	60,000	-	60,000
	Total Operating Expenditures	**2,354,213**	**2,689,035**	**1,480,347**	**2,722,915**
	Capital Outlay & Other One Time Expenditures				
7485	Capital Outlay	-	-		
7419	Professional Services - DOJ Data Connect	-	-		
	Total Capital Outlay & Other One Time Exp.	-	-	-	-
	Total Expenditures	**2,354,213**	**2,689,035**	**1,480,347**	**2,722,915**

Attachment 8

City of Clayton
Library Department 07
Mid Year Budget 2021-22

Account Number	Account Name	2020-21 Actual	2021-2022 Adopted Budget	2021-2022 Actual 12/31/2021	2021-2022 Projected
7111	Salaries/Regular	1,698	7,925	472	7,925
7112	Temporary Help		-		-
7113	Overtime		-		-
7218	LTD/STD Insurance	22	69	4	69
7220	PERS Retirement - Normal Cost	160	732	48	732
7221	PERS Retirement - Unfunded Liability	182	985	65	985
7231	Workers Comp Insurance	296	269	243	269
7232	Unemployment Insurance	-	52	-	52
7233	FICA Taxes	29	115	7	115
7246	Benefit Insurance	252	1,434	60	1,434
7311	General Supplies	0	-		
7332	Telecommunications	2,398	2,500	2,537	2,500
7335	Gas & Electric Serv.	56,434	58,000	22,610	58,000
7338	Water Service	2,339	2,300	1,071	2,300
7341	Buildings & Grounds Maintenance	9,196	14,300	3,770	14,300
7343	Vehicle Maintenance	58	500	79	500
7344	Vehicle Gas, Oil, and Supplies	84	500	32	500
7346	HVAC Mtn & Repairs	3,537	8,500	2,414	8,500
7413	Legal Services	-			
7417	Janitorial Services	7,278	20,000	11,728	20,000
7423	Extra & Sunday Operating Hours	11,344	-	-	-
7429	Animal/Pest Control Services	1,572	2,000	822	2,000
7435	Contract Seasonal Labor		2,000	1,272	2,000
7440	Tree Trimming Services	1,995	5,000	-	5,000
	Total Operating Expenditures	**98,874**	**127,181**	**47,282**	**127,181**

Attachment 9

City of Clayton
Engineering Department 08
Mid Year Budget 2021-22

Account Number	Account Name	2020-21 Actual	2021-2022 Adopted Budget	2021-2022 Actual 12/31/2021	2021-2022 Projected
7324	Dues and Subscriptions	3,319	3,300	299	3,300
7410	Professional Engineering Services	123,369	127,051	51,160	127,051
7411	Legal Services Retainer	13,822	6,984	8,064	8,064
7412	Engineering Inspections	-		-	
7419	Other Professional Services	899	500	-	500
		4,793			
	Total Operating Expenditures	146,202	137,835	59,523	138,915
	Capital Outlay & Other One Time Expenditures				
7419	Prof. Svc. - Local Hazard Mitigation Plan				
7485	Capital Outlay				
8111	Transfer to CIP Fd - Green Infrastructure Plan				
	Total Capital Outlay & Other One Time Exp.	-	-	-	-
	Total Expenditures	146,202	137,835	59,523	138,915

City of Clayton
Community Park Department 09
Mid Year Budget 2021-22

Account Number	Account Name	2020-21 Actual	2021-2022 Adopted Budget	2021-2022 Actual 12/31/2021	2021-2022 Projected
7111	Salaries/Regular	56,804	55,477	14,171	55,477
7112	Temporary Help	3,137	3,978	-	3,978
7113	Overtime	882	2,000	612	2,000
7218	LTD/STD Insurance	552	481	110	481
7220	PERS Retirement - Normal Cost	5,096	5,125	1,353	5,125
7221	PERS Retirement - Unfunded Liability	5,802	6,893	1,926	1,926
7231	Workers Comp Insurance	2,521	2,229	2,017	2,229
7232	Unemployment Insurance	-	923	-	-
7233	FICA Taxes	1,249	1,138	253	507
7246	Benefit Insurance	9,299	10,036	2,598	10,036
7307	Irrigation Supplies	4,303	5,000	-	5,000
7311	General Supplies	3,814	9,300	1,154	9,300
7331	Rentals/Leases	-	-	1,256	
7335	Gas & Electric Serv.	2,241	2,100	37,228	2,100
7338	Water Service	32,177	134,700	4,098	134,700
7341	Buildings/Grounds Maintenance	12,080	10,500	543	10,500
7342	Equipment Maintenance	-	5,000		5,000
7343	Vehicle Maintenance	1,978	2,500	1,308	2,500
7344	Vehicle Gas, Oil, and Supplies	2,718	3,500	908	3,500
7417	Janitorial Services	10,258	13,600	6,480	13,600
7429	Animal/Pest Control Services	5,228	9,020	614	9,020
7435	Contract Seasonal Labor	6,017	11,000	3,910	11,000
7440	Tree Trimming Services	7,995	12,000	12,000	12,000
	Total Operating Expenditures	**174,151**	**306,500**	**92,539**	**299,979**

Attachment 11

City of Clayton
American Rescue Plan Act
Mid Year Budget 2021-22

Account Number	Account Name	20/21 Actual	2021-2022 Adopted Budget	2021-2022 Actual 12/31/2021	2021-2022 Projected
7312	Office Supplies		-	775	1,500
7419	Other Professional Services			20,600	30,000
7700	Clayton Cares			420,000	720,000
7111	Essential Worker Pay			232,432	232,432
7111	Clayton Cares Salary Allocation from Administration			-	-
7232	Unemployment		-	971	971
7233	FICA		-	3,364	3,364
	Total Expenditures	**-**	**-**	**678,142**	**988,267**
5287	American Rescue Plan Act		-	1,467,024	1,467,024
5601	Interest				
5606	Unrealized Inv. Gain/Loss				
		-			
			-	-	
	Total Revenue	**-**	**-**	**1,467,024**	**1,467,024**
	Increase (Decrease) in Fund Balance	**-**	**-**	**788,882**	**478,757**
	Beginning Fund Balance	**-**	**-**	**-**	**-**
	Ending Fund Balance	**-**	**-**	**788,882**	**478,757**

Attachment 12

City of Clayton
Rainy Day Fund Fund 110
Mid Year Budget 2021-22

Account Number	Account Name	20/21 Actual	2021-2022 Adopted Budget	2021-2022 Actual 12/31/2021	2021-2022 Projected
7111	Completion of Prior City Manager Contractual Obligation	118,773	-	-	
7382	Election Services - November 2020 City Council Election	9,835		-	
7408	Crossing Guard Services - Additional (3rd) Crossing Guard at School	4,200		-	
7417	Janitorial Service - Additional Covid 19 Costs	2,500		-	
7419	Survey for Tax Measure				30,000
7486	CERF Charges - Police Radios			33,525	33,525
7486	CERF Charges - Additonal Police Vehicle	16,306	-	-	
8111	Transfer to CIP	330,000			
	Total Expenditures	**481,614**	**-**	**33,525**	**63,525**
5601	Interest	827	3,000		
5606	Unrealized Inv. Gain/Loss	3,193			
6001	Transfer from General Fund - 6/30/19 Operational Excess	-			
6001	Transfer from General Fund - Remaining Green Infrastructure Allocation	-			
6001	Transfer from General Fund - 6/30/20 Operational Surplus	655,090	-	-	
	Total Revenue	**659,110**	**3,000**	**-**	**-**
	Increase (Decrease) in Fund Balance	**177,496**	**3,000**	**(33,525)**	**(63,525)**
	Beginning Fund Balance	**-**	**-**	**177,496**	**177,496**
	Ending Fund Balance	**177,496**	**3,000**	**143,971**	**113,971**

CITY OF CLAYTON
Founded 1857 . . Incorporated 1964

AGENDA REPORT

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **REINA J. SCHWARTZ, CITY MANAGER**

DATE: **MARCH 15, 2022**

SUBJECT: **ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ANCHOR CM THROUGH JUNE 30, 2023 WITH UP TO FOUR ONE-YEAR RENEWALS, FOR CITY ENGINEERING SERIVCES, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND APPOINTING LARRY THEIS, PE AS CITY ENGINEER FOR THE CITY OF CLAYTON**

RECOMMENDATION

It is recommended that the City Council, by Resolution, approve a Professional Services Agreement with Anchor CM for contract City Engineer services through June 30, 2023, with up to four one-year renewals by mutual agreement, authorize the City Manager to execute the Agreement and appoint Larry Theis, PE as the City Engineer for the City of Clayton.

BACKGROUND

Since August 2017, the City has contracted with the firm Harris & Associates, Inc. for professional engineering services including serving as the contract City Engineer for the City of Clayton. The current amendment to the agreement with Harris & Associates expires on March 31, 2022. Given changes in staffing at Harris that have limited the ability of Harris to adequately support Clayton for city engineering, in January 2022, the City issued a Request for Qualifications for a new firm to serve as City Engineer and General Manager of the Oakhurst Geological Hazard Abatement District (GHAD).

DISCUSSION

A total of five firms submitted proposals to serve as City Engineer and Oakhurst GHAD General Manager. The firms that submitted were: Kennedy & Associates, Coastland, Freyer & Laureta, SNG & Associates, Inc., and Anchor CM.

The proposals were reviewed by internal staff as well as by an outside engineering expert. The top two ranked firms, Kennedy & Associates and Anchor CM were interviewed by the City Manager and Assistant to the City Manager. Based on the completeness of their proposal, the technical breadth and depth of their team and their familiarity with engineering

and public works within Contra Costa County, the top firm was determined to be Anchor CM. Anchor's proposal is attached to this report.

The principal with Anchor CM who will serve as the City Engineer for the City of Clayton is Larry Theis, PE, who was most recently the Public Works Director and previously the City Engineer for the City of Orinda, prior to joining Anchor CM. In addition to Mr. Theis and staff at Anchor CM, the firm has also partnered with a number of other firms to bring further expertise to the table including CSG (development review); Advanced Mobility Group (traffic and transportation); BSK Associates (geotechnical, inspection and materials testing); and Francisco & Associates (assessment districts).

FINANCIAL IMPACT

Under the current agreement with Harris & Associates, the City pays on an hourly basis for all of the services required related to city engineering including the work of the named City Engineer, general engineering tasks including separately billed capital projects, over-the-counter permits, development project review and assessment district management. The cost per month of the services varies as do the funding sources. The average for monthly City Engineer services has been approximately $11,500-$12,000, with additional charges to special projects, permits etc. for eligible expenses.

The proposed fees for the Anchor CM agreement are very similar to that in place currently with Harris. For example, the current rate for the City Engineer through Harris is $267/hour; the proposed hourly rate for the new City Engineer is $239/hour. Rates for other services and specialties are also similar. The proposed agreement will have a monthly retainer of $12,000; hours and work will be tracked specifically and if hours begin to vary significantly from the assumptions behind the retainer amount, the City and Anchor have agreed to meet to discuss any additional adjustments. Overall, it is anticipated that the new agreement will result in costs similar to the current agreement so no budget adjustment is requested for the current fiscal year. When the FY2022/23 Budget is introduced, any adjustments in overall budgeted amounts for Engineering will be brought forward.

Attachment:1: Resolution
Attachment 2: Professional Services Agreement with Anchor CM
Attachment 3: Clayton Request for Proposals for City Engineer/Oakhurst GHAD General Manager
Attachment 4: Proposal from Anchor CM

RESOLUTION NO. ##-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ANCHOR CM THROUGH JUNE 30, 2023 WITH UP TO FOUR ONE-YEAR RENEWALS, FOR CITY ENGINEERING SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND APPOINTING LARRY THEIS, PE AS CITY ENGINEER FOR THE CITY OF CLAYTON

THE CITY COUNCIL
City of Clayton, California

WHEREAS, the City of Clayton has contracted since 2017 with the firm Harris & Associates for city engineering services including a designated City Engineer;

WHEREAS, the current agreement with Harris & Associates expires March 31, 2022;

WHEREAS, changes in staffing have limited the ability of Harris & Associates to adequately support the City of Clayton;

WHEREAS, the City of Clayton issued a Request for Proposals in January 2022 for city engineering services including serving as City Engineer;

WHEREAS, the City received a total of five proposals which were evaluated and ranked and then the top two firms were interviewed; and

WHEREAS, the top-ranked firm was Anchor CM based on the completeness of their proposal, the technical breadth and depth of their team and their familiarity with engineering and public works in Contra Costa County.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Clayton, California, does hereby:

1. Approve a Professional Services Agreement with Anchor CM for city engineering services including serving as City Engineer for the period of March 15, 2022 through June 30, 2023 with up to four one-year extensions authorized by mutual agreement of the parties;
2. Appoint Larry Theis, PE as City Engineer for the City of Clayton; and
3. Authorize the City Manager to execute the Agreement.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Clayton, California, at a regular public meeting thereof held on the 15th day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Peter Cloven, Mayor

ATTEST:

Janet Calderon, City Clerk

CITY OF CLAYTON
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of March 15, 2022 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and Anchor CM, a California S-Corporation with its principal place of business at 3685 Mt. Diablo Blvd, Suite 345, Lafayette, CA, 94549 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services related to City engineering and assessment district services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B", Consultant's Proposal, as modified to reflect an initial monthly retainer of $12,000, to be evaluated periodically.

b. The Schedule of Charges may be adjusted by mutual agreement of the City and the Consultant once annually after the first term of the agreement (through June 30, 2023). The rates shall be adjusted by the CPI-U San Francisco-Oakland-Hayward, April to April. In no case shall the adjustment be less than 3% annually or more than 5% annually.

c. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed including work completed and hours of services rendered by Consultant. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The initial term of this Agreement is March 15, 2022 through June 30, 2023. The Agreement may be extended by written amendment and mutual agreement of the parties.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Contract

(8) Broad Form Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period

required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include limited contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, and employees free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify,

and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Larry Theis, PE as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Clayton	Anchor CM
6000 Heritage Trail	3685 Mt. Diablo Blvd, Suite 345
Clayton, CA 94517	Lafayette, CA 94549
Attn: Reina J. Schwartz	Attn: Larry Theis, PE

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not

render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Disputes

In the event of any dispute between the Parties related to this Agreement, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, and upon mutual agreement of the parties, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CLAYTON AND ANCHOR CM

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF CLAYTON

By: _____
Reina J. Schwartz
City Manager

Anchor CM

By: _____
Its: Larry Theis, PRESIDENT

ATTEST:

By: _____
City Clerk

EXHIBIT A

1. City Engineering Services

The role of the City Engineering includes the administration of engineering related processes and procedures. These duties include:

- Assist in CIP scoping, prioritization, and budgeting
- Representation as City Engineer at internal and agency meetings
- Approval of permits and waivers
- Availability to the public and private developers to handle matters dealing with the engineering functions of City government
- Coordination with other agencies for the review of plans, projects and studies
- Assistance in the solicitation of proposals for CIP design work
- Assistance in the procurement of contractors and vendors for public works construction.

The City Engineer will also address failed infrastructure for immediate safety concerns and coordinate preliminary opinion on repair approach as well as coordinate with Maintenance staff on the maintenance, operations, and repair of public facilities.

City Engineer should be familiar with:

- Various regional, state and federal transportation funding entities and the application process, fund/project management and reporting requirements for those entities.
- The San Francisco Regional Water Quality Control Board Municipal Regional permit (MRP) 2.0 and the upcoming MRP 3.0, including annual report preparation and submittal.
- Contra Costa Clean Water Program and applicable C-3 Guidebook.

2. General Engineering Services (Non-General Fund Capital Projects)

The firm is to provide access to specialized technical staff ready to perform studies, designs, project and construction management on any tasks or projects the City identifies. These efforts include the preparation of site evaluations, planning and preliminary engineering reports, plans and specifications for CIP construction projects, along with detailed schedules and cost estimates. This work would also include any necessary field work, drafting, design, surveying, environmental documents, bid assistance, construction management & inspection, and project management – as well as the preparation of specialized engineering studies on a variety of subjects including, but not limited to drainage studies, traffic studies, and pavement evaluations.

3. Land Development Review and Permitting Services

The firm is to provide staffing to represent the City and interact with the public in processing the City's public permit applications. This work includes plan check for civil engineering design plans which includes, but is not limited to street, sewer, water, stormwater, recycled water, green infrastructure, storm drain, fiber optic, grading, erosion control, signing & striping, street lighting, traffic signal and all related engineering studies, including hydrology and hydraulics, soils, water and sewer studies and structural analyses. It should be noted that water service for the City of Clayton is provided by Contra Costa Water District. Sewer service is provided by the City of Concord including maintenance, plan review and sewer capital projects.

4. <u>Annual Administration/Assessments Levy Services</u>

i. The City currently has seven (7) districts (listed below) that require the services listed below for annual administration and assessment levies. It should be noted that some of the districts have restrictions on the amount of funding that can be spent on administration of the district.

District Name	**Type of District**
Oakhurst Geological Hazard Abatement District (1,484 parcels)	Geological Hazard Abatement District, Public Resources Code, Sec 26500 et seq
Streetlight Assessment District (3,482)	1919 Act Streetlight District
High Street Bridge Assessment District (5)	Permanent Road Division
Lydia Lane Sewer Assessment District (16)	1913 Act
Oak Street Bridge Assessment District (9)	Permanent Road Division
Oak Street Sewer Assessment District (10)	1913 Act District
Diablo Estates Benefit Assessment District (24)	1972 Act, 1982 Act District

A. **Research -** Obtain all available information from the City regarding the districts, including the current assessment data files, electronic map files, listing of projected expenditures and revenues and any additional information that is available. Update the current assessment data files with the latest Assessor's parcel number and land use code information if needed.

B. **Meetings and Coordination -** Meet with City staff to review the districts, receive budgets and confirm schedule, conduct one status meeting in conjunction with the draft Engineer's Reports and one for the final Engineer's Report, if required, attend the City Council meetings considering the Resolutions of Intention and the public hearings, and provide technical

support and answer questions. At the public hearing provide a presentation to present at the public hearing. Total of up to 8 (eight) meetings.

C. **Estimated Budgets -** Review budgets for the upcoming fiscal year by establishing projected costs based on prior year estimates and actual/projected changes in costs and improvements. Review debt service schedule for the assessment districts and ensure the current year levy follows the debt service schedule for each assessment district.

D. **Engineer's Reports -** Prepare the Engineer's Reports setting the annual assessment rates for the next fiscal year based on budget estimates from City, and including reduced copies of the updated Assessment Diagrams, if revised. The Engineer's Reports will also incorporate any new annexations into the districts during the previous year. Provide copies of the draft Reports for review and comment. Provide a PDF copy and up to 4 (4) bound copies of the finalized Reports and up to (2) bound copies of the Preliminary Assessment Rolls for processing and filing.

E. **Diablo Estates BAD Noticing and Mailing -** Provide to the City packets including a notice of the public hearing with a copy of the draft Engineer's Report, to be mailed to the owner of record for each property within the Diablo Estates Benefit Assessment District. This packet shall be in a mailing envelop with the appropriate mailing label with a Assessor parcel number, owner name and mailing address, ready to have postage applied and mailed by the City.

ii. **Submittal to Contra Costa County -** After confirmation of assessments, prepare an Assessment Roll in electronic format, as required by the County Auditor-Controller for inclusion of assessments on the property tax bills. Submit the roll for each district to Contra Costa County and, after receipt of the County's exception report, make any required corrections. Deliver a copy of the electronic files for each district to City staff.

iii. Formation/Annexation Services

The City may require the following services for any additional development that may occur within the City limits. The following tasks would be required for any Formation or Annexation. The City will require a detailed proposal for each formation or annexation taking into account the tasks listed below:

A. **Kick-off Meeting -** Meeting with City staff and property owner representative (if appropriate) to discuss the scope of the work, the proposed project schedule, the mechanisms and/or liaisons for obtaining the necessary information for the analysis (such as improvement plans, proposed land use designations, Parcel/Tentative Tract Map information, etc.) any properties that may have special needs, considerations or exemptions, and other information regarding the proposed improvements and properties.

B. **Research -** Gather support data, proposed development plans, proposed zoning information, preliminary improvement plans, cost estimates for all construction and maintenance components, locations of the proposed public improvements to be maintained, and any other pertinent information relating to the proposed improvements. A database will need to be compiled based on the Assessor's Roll and Parcel/Tentative Tract Map information for the properties within the Development Area, including property size, land use data and property ownership.

C. **Coordination -** Coordinate with City staff, property owners, legal counsel, and other project consultants via conference call, email, or in person. Participate in meetings with City staff, and the project team as requested.

D. **CFD: Rate & Method of Apportionment -** Review construction cost estimates including direct and indirect costs. Develop a special tax revenue model based on the proposed development product mix. Prepare preliminary special tax rate calculations based on the above analysis. Determine the special tax allocation methodology and formula to be applied in accordance with the Act. Apportion the costs of facilities in the form of special taxes to be levied upon the parcels of land within the CFD using the special tax methodologies determined above. Prepare the Rate and Method of Apportionment for attachment to the Resolution of Intention. Review comments with City staff, the project team and property owners and finalize based on comments received

E. **LLMD: Engineer's Report -** Prepare a preliminary & final Engineer's Report which contains all items as required by the Code, including the 1972 Act, Proposition 218, and relevant case law, including a description of the proposed improvements/ services, an engineer's estimate of the construction costs/ service costs and incidental expenses, a description of the assessment methodology, boundary map/assessment diagram and the assessment roll.

F. **CFD: Proposed Boundary Map -** Prepare the proposed Boundary Map for recordation pursuant to the Mello-Roos Act and the County Recorder's Office. The ability to provide a reduced copy of the Boundary Map for inclusion in reports.

G. **CFD: Community Facilities District Report -** Prepare a draft CFD Report to reflect final estimated cost of facilities. In summary the report should include:

- Description of the CFD (including the Proposed Boundary Map)
- Description of Facilities and Services
- Cost Estimates
- Rate and Method of Apportionment
- A list of Property Owners

H. Review comments with City staff and financing team and finalize based on comments received. Provide a final PDF copy of the CFD Report

I. **City Council Meetings -** Attend City Council meeting for Resolution of Intention & Public Hearing and election.

J. **CFD: Notice of Special Tax Lien -** Prepare the required the Notice of Special Tax Liens and record after district formation

K. **Bond Issuance -** As needed, provide Special Tax Tables including the overlapping debt tables and up to five (5) special tax tables for the preliminary official statement, as required by the Bond Counsel and/or Disclosure Counsel. Certificate of the Special Tax Consultant - Review and execute the certificate of the special tax consultant, as provided by the Bond Counsel.

L. **Annexations -** All applicable services listed above or as amended as needed.

EXHIBIT B

CONSULTANT'S PROPOSAL



CITY OF CLAYTON REQUEST FOR PROPOSALS (RFP)

Professional Engineering And Assessment District Services

Release Date:	January 21, 2022
Closing Date:	February 14, 2022
Contact Person:	Reina Schwartz, City Manager 6000 Heritage Trail Clayton, CA 94517 (925) 673-7343 reinas@claytonca.gov

All proposals to be received by 5:00 p.m. PST on **February 14, 2022** by email as listed above.

The City will not be responsible for late or lost proposals or accept proposals that fail to be delivered to the specified email address by the specified date and time.

REQUEST FOR PROPOSALS (RFP)
PROFESSIONAL ENGINEERING AND ASSESSMENT DISTRICT SERVICES

INTENT

It is the intent of these specifications, terms and conditions to seek proposals for the City of Clayton's Professional Engineering and Assessment District Services. References to "City" shall mean the City of Clayton. The City reserves the right to award any combination of services or reject all Proposals.

SCOPE OF SERVICES

The City of Clayton is seeking a firm to provide Professional Engineering Services for (1) City Engineering Services, (2) General Engineering Services (non-General Fund CIPs), (3) Land Development Review & Permitting Services, and Annual Administration/ Assessments Levy Services as described in Exhibit A.

SCHEDULE

The following schedule details key dates and times related to this RFP. City reserves the right to revise this schedule.

Proposal Timeline (all dates 2022 and subject to change)		
Date	**Time**	**Activity**
January 21, 2022	By 5:00 PM	RFP Issued
January 28, 2022	By 5:00 PM	Questions regarding RFP Due to reinas@claytonca.gov
February 4, 2022	By 5:00 PM	Addendum Issued/Posted on Purchasing Website by City Staff *(Addendum may include revisions and/or responses to RFP/ Questions)*
February 14, 2022	By 5:00 PM	**Proposal Due Date** Submittals to: City of Clayton reinas@claytonca.gov
February 18, 2022	N/A	Top Rated Firms Notified, Interviews scheduled if needed
February 22-25, 2022	N/A	Interviews with Top Rated Consultants if needed
February 28-March 7, 2022	N/A	Contract Negotiation and Reference Checks
March 15, 2022	N/A	City Council Approval of Consultant Agreement
March 16-31, 2022	N/A	Contract Award, Signing, Commence work
Contact person for the above RFP: Reina Schwartz Email: reinas@claytonca.gov		

PROPOSAL SUBMISSION

1. Proposals should be submitted in pdf form via email to the City Manager at: reinas@claytonca.gov.

2. Proposals must be received at the email address listed above no later than 5:00 p.m. PST, **February 14, 2022**. Late submittals will not be accepted. The City is not responsible for lost proposals or proposals delivered to a person or location other than listed above.

3. All proposals and documents submitted become the property of the City of Clayton.

4. All costs of preparing the proposal shall be borne by the proposer.

5. Proposals shall be honored by proposer for a minmum of sixty (60) days from the date of submission.

PROPOSAL FORMAT

A qualifying proposal must address **all** of the following in the order shown below:

1. Cover letter
    a. Firm/entity name
    b. Brief description of the firm/entity
    c. Contact person, address, and telephone number
    d. Identify any sub-consultants

2. Proposal
    a. Firm information including type of organization, location of principal office(s), years in business, number of employees, professional registrations and affiliations, and other pertinent information. **There must be at least one registered professional engineer to serve as the named City Engineer.**
    b. Names and roles of personnel who will provide services to the City
    c. Resumes of personnel who will provide services to the City
    d. Response to Scope of Service and planned approach to meet the needs of the City
    e. List of similar work completed and the contact information for at least three references
    f. Schedule of key dates as proposed herein or as modified by proposer
    g. Any proposed modifications or objections to the standard City professional services agreement an example of which is attached to the RFP.
    h. Cost of services

GOOD STANDING REQUIREMENTS

Proposing firms, their principals or subcontractors may not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Proposing firms required to be registered with the California Secretary of State must be so registered and in good standing at the time of proposal submission and at all times thereafter if selected by the City.

The selected proposer will be required to obtain a City of Clayton business license and keep it current during the period of performance on the contract resulting from this RFP.

Selected Contractor shall, at its own expense, procure and maintain in full force at all times the City's Insurance Requirements during the term of the PO and/or any applicable contract/agreement.

EVALUATION OF PROPOSALS

1. The City will evaluate all proposals received by the deadline, using the following evaluation criteria with scoring on a 100-point scale:

Criteria	Points
Experience in similar projects (completed in the last 5 years)	50
Qualifications of key project personnel	20
References for similar work	15
Cost effectiveness of proposal	15

2. Based on these criteria, it is the City's intent to select a single successful consultant. If consultants are short-listed, the top-ranked consultants will be interviewed by the City. Upon completion of the interviews, the selection committee will make a final ranking of the consultants. The City Council will then be requested to approve the award of the contract to the top-ranked consultant and authorize the City Manager to execute the contract.

3. The City will exercise its discretion in selecting a consultant that, in the sole judgment of the City, best serves the interest of the City.

4. The City reserves the right to waive minor irregularities in any proposal, to reject any proposal that fails to meet the RFP requirements in any respect, to reject all proposals for any reason, to modify and reissue the RFP, or to cancel the RFP.

PROTEST

Any consultant that submitted a proposal may protest another consultant's proposal by submitting said protest and the reasons before the City Council.

PROPOSALS AS PUBLIC RECORDS

All responses, including the accepted proposal and any subsequent contract, become public records, per the requirements of the California Government Code, Sections 6250 -6270, "California Public Records Act". Proprietary material must be clearly marked as such.

The City will treat all information submitted in a proposal as available for public inspection once the City has selected a consultant. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information separately as part of your response package.

SAMPLE CONTRACT

The selected firm will be required to sign an agreement with the City of Clayton substantially similar to that attached hereto as Attachment 1.

(This is a SAMPLE only. The actual contract may include and is not limited to all of the terms and conditions specified in this RFP.)

CITY OF CLAYTON
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as _____, 20____ by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and _____ a _____ with its principal place of business at _____ (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services related to City engineering and assessment district services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $_____ **.** This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following

manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within _____ The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted

professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Contract
(8) Broad Form Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful

misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth in _____, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Clayton	
6000 Heritage Trail	
Clayton, CA 94517	
Attn: Reina J. Schwartz	

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CLAYTON AND [ ]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF CLAYTON	[INSERT NAME OF CONSULTANT]
By: _____	By: _____
Reina J. Schwartz	Its: _____
City Manager	

ATTEST:

By: _____
City Clerk

EXHIBIT A

1. City Engineering Services

The role of the City Engineering includes the administration of engineering related processes and procedures. These duties include:

- Assist in CIP scoping, prioritization, and budgeting
- Representation as City Engineer at internal and agency meetings
- Approval of permits and waivers
- Availability to the public and private developers to handle matters dealing with the engineering functions of City government
- Coordination with other agencies for the review of plans, projects and studies
- Assistance in the solicitation of proposals for CIP design work
- Assistance in the procurement of contractors and vendors for public works construction.

The City Engineer will also address failed infrastructure for immediate safety concerns and coordinate preliminary opinion on repair approach as well as coordinate with Maintenance staff on the maintenance, operations, and repair of public facilities.

City Engineer should be familiar with:

- Various regional, state and federal transportation funding entities and the application process, fund/project management and reporting requirements for those entities.
- The San Francisco Regional Water Quality Control Board Municipal Regional permit (MRP) 2.0 and the upcoming MRP 3.0, including annual report preparation and submittal.
- Contra Costa Clean Water Program and applicable C-3 Guidebook.

2. General Engineering Services (Non-General Fund Capital Projects)

The firm is to provide access to specialized technical staff ready to perform studies, designs, project and construction management on any tasks or projects the City identifies. These efforts include the preparation of site evaluations, planning and preliminary engineering reports, plans and specifications for CIP construction projects, along with detailed schedules and cost estimates. This work would also include any necessary field work, drafting, design, surveying, environmental documents, bid assistance, construction management & inspection, and project management – as well as the preparation of specialized engineering studies on a variety of subjects including, but not limited to drainage studies, traffic studies, and pavement evaluations.

3. Land Development Review and Permitting Services

The firm is to provide staffing to represent the City and interact with the public in processing the City's public permit applications. This work includes plan check for civil engineering design plans which includes, but is not limited to street, sewer, water, stormwater, recycled water, green infrastructure, storm drain, fiber optic, grading, erosion control, signing & striping, street lighting, traffic signal and all related engineering studies, including hydrology and hydraulics, soils, water and sewer studies and structural analyses. It should be noted that water service for the City of Clayton is provided by Contra Costa Water District. Sewer service is provided by the City of Concord including maintenance, plan review and sewer capital projects.

4. Annual Administration/Assessments Levy Services

i. The City currently has seven (7) districts (listed below) that require the services listed below for annual administration and assessment levies. It should be noted that some of the districts have restrictions on the amount of funding that can be spent on administration of the district.

District Name	**Type of District**
Oakhurst Geological Hazard Abatement District (1,484 parcels)	Geological Hazard Abatement District, Public Resources Code, Sec 26500 et seq
Streetlight Assessment District (3,482)	1919 Act Streetlight District
High Street Bridge Assessment District (5)	Permanent Road Division
Lydia Lane Sewer Assessment District (16)	1913 Act
Oak Street Bridge Assessment District (9)	Permanent Road Division
Oak Street Sewer Assessment District (10)	1913 Act District
Diablo Estates Benefit Assessment District (24)	1972 Act, 1982 Act District

A. **Research -** Obtain all available information from the City regarding the districts, including the current assessment data files, electronic map files, listing of projected expenditures and revenues and any additional information that is available. Update the current assessment data files with the latest Assessor's parcel number and land use code information if needed.

B. **Meetings and Coordination -** Meet with City staff to review the districts, receive budgets and confirm schedule, conduct one status meeting in conjunction with the draft Engineer's Reports and one for the final Engineer's Report, if required, attend the City Council meetings considering the Resolutions of Intention and the public hearings, and provide technical support and answer questions. At the public hearing provide a presentation to present at the public hearing. Total of up to 8 (eight) meetings.

C. **Estimated Budgets -** Review budgets for the upcoming fiscal year by establishing projected costs based on prior year estimates and actual/projected changes in costs and improvements. Review debt service schedule for the assessment districts and ensure the current year levy follows the debt service schedule for each assessment district.

D. **Engineer's Reports -** Prepare the Engineer's Reports setting the annual assessment rates for the next fiscal year based on budget estimates from City, and including reduced copies of the updated Assessment Diagrams, if revised. The Engineer's Reports will also incorporate any new annexations into the districts during the previous year. Provide copies of the draft Reports for review and comment. Provide a PDF copy and up to 4 (4) bound copies of the finalized Reports and up to (2) bound copies of the Preliminary Assessment Rolls for processing and filing.

E. **Diablo Estates BAD Noticing and Mailing -** Provide to the City packets including a notice of the public hearing with a copy of the draft Engineer's Report, to be mailed to the owner of record for each property within the Diablo Estates Benefit Assessment District. This packet shall be in a mailing envelop with the appropriate mailing label with a Assessor parcel number, owner name and mailing address, ready to have postage applied and mailed by the City.

ii. **Submittal to Contra Costa County -** After confirmation of assessments, prepare an Assessment Roll in electronic format, as required by the County Auditor-Controller for inclusion of assessments on the property tax bills. Submit the roll for each district to Contra Costa County and, after receipt of the County's exception report, make any required corrections. Deliver a copy of the electronic files for each district to City staff.

iii. Formation/Annexation Services

The City may require the following services for any additional development that may occur within the City limits. The following tasks would be required for any Formation or Annexation. The City will require a detailed proposal for each formation or annexation taking into account the tasks listed below:

A. **Kick-off Meeting -** Meeting with City staff and property owner representative (if appropriate) to discuss the scope of the work, the proposed project schedule, the mechanisms and/or liaisons for obtaining the necessary information for the analysis (such as improvement plans, proposed land use designations, Parcel/Tentative Tract Map information, etc.) any properties that may have special needs, considerations or exemptions, and other information regarding the proposed improvements and properties.

B. **Research -** Gather support data, proposed development plans, proposed zoning information, preliminary improvement plans, cost estimates for all construction and maintenance components, locations of the proposed public improvements to be maintained, and any other pertinent information relating to the proposed improvements. A database will need to be compiled based on the Assessor's Roll and Parcel/Tentative Tract Map information for the properties within the Development Area, including property size, land use data and property ownership.

C. **Coordination -** Coordinate with City staff, property owners, legal counsel, and other project consultants via conference call, email, or in person. Participate in meetings with City staff, and the project team as requested.

D. **CFD: Rate & Method of Apportionment -** Review construction cost estimates including direct and indirect costs. Develop a special tax revenue model based on the proposed development product mix. Prepare preliminary special tax rate calculations based on the above analysis. Determine the special tax allocation methodology and formula to be applied in accordance with the Act. Apportion the costs of facilities in the form of special taxes to be levied upon the parcels of land within the CFD using the special tax methodologies determined above. Prepare the Rate and Method of Apportionment for attachment to the Resolution of Intention. Review comments with City staff, the project team and property owners and finalize based on comments received

E. **LLMD: Engineer's Report -** Prepare a preliminary & final Engineer's Report which contains all items as required by the Code, including the 1972 Act, Proposition 218, and relevant case law, including a description of the proposed improvements/ services, an engineer's estimate of the construction costs/ service costs and incidental expenses, a description of the assessment methodology, boundary map/assessment diagram and the assessment roll.

F. **CFD: Proposed Boundary Map -** Prepare the proposed Boundary Map for recordation pursuant to the Mello-Roos Act and the County Recorder's Office. The ability to provide a reduced copy of the Boundary Map for inclusion in reports.

G. **CFD: Community Facilities District Report -** Prepare a draft CFD Report to reflect final estimated cost of facilities. In summary the report should include:

- Description of the CFD (including the Proposed Boundary Map)
- Description of Facilities and Services
- Cost Estimates
- Rate and Method of Apportionment
- A list of Property Owners

H. Review comments with City staff and financing team and finalize based on comments received. Provide a final PDF copy of the CFD Report

I. **City Council Meetings -** Attend City Council meeting for Resolution of Intention & Public Hearing and election.

J. **CFD: Notice of Special Tax Lien -** Prepare the required the Notice of Special Tax Liens and record after district formation

K. **Bond Issuance -** As needed, provide Special Tax Tables including the overlapping debt tables and up to five (5) special tax tables for the preliminary official statement, as required by the Bond Counsel and/or Disclosure Counsel. Certificate of the Special Tax Consultant - Review and execute the certificate of the special tax consultant, as provided by the Bond Counsel.

L. **Annexations -** All applicable services listed above or as amended as needed.

EXHIBIT B

Proposals should provide a complete proposal for costs including any monthly minimums, hourly rates or other charges. Pricing should be provided for each of the types of services listed in Exhibit A:

- City Engineering,
- General Engineering,
- Land Development Review & Permitting, and
- Assessment District Administration/Levies.

ANCHOR CM

A California Public Works Construction Representative



PROPOSAL FOR:

Professional Engineering and Assessment District Services

City of Clayton
Professional Engineering Services

February 14, 2022



Table of Contents

Section 1	Cover Letter	1
Section 2	Proposal	
Section 2a	Firm Information	3
Section 2b	Names and Roles of Personnel	5
Section 2c	Resumes of Personnel	8
Section 2d	Scope of Services / Planned Approach	10
Section 2e	References	22
Section 2f	Schedule of Key Dates	23
Section 2g	Modifications or Objections	24
Section 2h	Cost of Services	25
Appendix a	Resumes of Personnel (continued)	27
Appendix b	Cost of Services (continued)	62

ANCHORCM

A California Public Works Construction Representative

February 14, 2022

Attn: Reina Schwartz, City Manager
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

RE: PROPOSAL: CITY OF CLAYTON – PROFESSIONAL ENGINEERING AND ASSESSMENT DISTRICT SERVICES

Dear City Manager Schwartz,

AnchorCM is pleased to propose our Professional Engineering and Assessment District Services to the City of Clayton (City). We are a full-service Municipal Engineering and Construction Management firm that has been providing services to public agencies for over 20 years. Our wide range of services include staff augmentation, design review, constructability review, construction management, inspection, permit processing, estimating/scheduling, contract/document administration, and public outreach coordination. We are a minority woman-owned business with current public agency clients in Contra Costa, Alameda, San Mateo, Sacramento, and Santa Clara counties.

I will lead our team of consultants and be your single point of contact to provide the scope of services described in this RFP. I have over 20 years of engineering experience working for public agencies at State, County, and City levels. Up until a few months ago, I was the City of Orinda (Orinda) Director of Public Works and Engineering Services as well as their Assistant City Manager. If selected, the City would gain the benefits of a current and experienced City Engineer/Public Works Director/Assistant City Manager with specific experience in Contra Costa County. In many ways, I still approach issues more like a public agency civil servant than a consultant. I believe that is the biggest differentiation between our team compared to other consultants. I understand other considerations that are often asked of public agency staff. In addition, with most of my 20 years of professional experience spent working in Contra Costa County, I have established professional relationships with staff at nearby agencies as well as funding agencies, I would be able to represent the City well in regional planning and coordination efforts.

Clayton and Orinda are quite similar in many aspects. Both agencies are relatively small with similar challenges but still strive to provide excellent services to their residents. The municipal engineering duties and responsibilities are generally the same within each incorporated city. However, Clayton offers a unique opportunity in Contra Costa County where the City Engineering function is performed by an engineering consultant instead of more traditional in-house staff at Orinda or many other cities. Throughout my professional career as public agency staff, I have established professional relationships with technical consultants in many areas of expertise. AnchorCM will be able to provide City access to these consultants. Beyond access, I have successfully completed projects with these subconsultants, and we have previously worked well as a team. We are pleased to include as part of our team, CSG Consultants, Inc. (CSG) for land development, City Surveyor, civil design work, and environmental support; Advanced Mobility Group (AMG) for traffic/transportation, BSK Associates (BSK) for geotechnical and material testing, and Francisco & Associates (F&A) for assessment administration. Beyond, these technical subconsultants, AnchorCM can also provide the City access to other consultants as needed. When required, such as for federal grants, AnchorCM can assist the City in issuing Request for Qualifications or Request for Proposal to select project specific technical consultants while still provide the overall management of the projects as the City Engineer.

Construction and Project Management • Inspection • Staff Augmentation
3685 Mt. Diablo Blvd, Suite 345 Lafayette, CA 94549 • P (925) 385-0950 • F (925) 385-0424 • www.anchorcm.com

ANCHORCM

A California Public Works Construction Representative

On a personal level, I grew up in nearby Concord and I know the area well. I am currently a Concord resident that can respond quickly and efficiently to the City's needs. Our office is located within Contra Costa County and many staff reside nearby as well. All of our subconsultant firms have an office in the East Bay and already service many clients in Contra Costa County.

We are committed to providing high quality services on an affordable budget to the City and its residents. With CSG as our main partner, our team will be able to provide you with the day-to-day attention of a smaller firm while offer access to resources of a larger firm when needed. Please contact me at (925) 890-9732 or LTheis@anchorcm.com if you have any questions. We look forward to discussing our qualifications with you and establishing a collaborative working relationship with the City.

Sincerely,

Larry Theis, P.E.
President

Section 2a: Firm Information

AnchorCM

AnchorCM was founded in 2003 as Anchor Engineering, Inc. AnchorCM is an S-Corporation owned and managed by Bisa Grant. We are a minority woman-owned business. AnchorCM is a Small Business Enterprise (SBE), and a Disadvantaged Business Enterprise (DBE) (CUCP #50749). Our Department of Industrial Relations Contractor Registration Number is 1000015352.

We are driven by the desire to provide exemplary service to our clients, while providing a professional work environment for our staff. By attracting the best and brightest to our firm, your municipal engineering needs get the attention they require. Our specialties are construction project management, and staff augmentation services for public infrastructure projects and programs throughout California. AnchorCM has approximately 25 employees that will help meet your needs.

AnchorCM's municipal engineering services is led by our President, Larry Theis. Larry has more than 20 years of municipal engineering experience and is a California registered professional civil engineer (C67662). Larry will be supported by Jason Chen, Anchor's Engineering Manager (former City Engineer of Orinda), who is also a California registered professional civil engineer (C68846).

CSG

CSG is a California company with their headquarters in Foster City. Additional support is available from regional offices in Pleasanton, Sacramento, San Jose, Fresno, Orange, and Newman. The majority of the over 300 individuals within the firm have provided public agency services throughout their careers. Their talented personnel bring a wealth of ideas and experiences having provided services to communities facing similar challenges and opportunities as the City of Clayton. CSG staff consists of civil engineers, traffic engineers, surveyors, program and project managers, construction managers, inspectors, and specialized planning professionals.

Advanced Mobility Group (AMG)

Advanced Mobility Group (AMG) is a California Corporation and certified Small Business Enterprise (SBE), established in 2018 to provide specialized innovative transportation services to clients. Their team assists with disruptive technologies to empower the private and public sector in early adoption of proven advanced transportation solutions and intelligent infrastructure.

AMG is staffed by a 30-member team with offices located in Walnut Creek, Oakland, and San Francisco. Their engineering professionals serve public sector clients throughout California and have performed key work on projects across the nation. Work on this contract will be performed from the Walnut Creek Office in Contra Costa County.

Their team of transportation professionals offer a wide range of services that address clients' needs throughout the duration of a project's life cycle from planning to operations and maintenance – including permitting assistance, programming, public engagement, conceptual and final design, schedule analysis, technical services, procurement services, project delivery, construction support, dispute/claims resolution, systems integration, revenue generation, and ongoing infrastructure management.

AMG is familiar with Caltrans specifications, standard plans, and procedures tied to the design and construction of traffic systems and development of traffic handling plans. As a vested partner in the community, AMG connects to projects on a personal level to advance the quality of life in communities

across the region.

BSK Associates (BSK)

BSK is a 100 percent employee-owned California S Corporation that provides consulting engineering, construction observation, materials testing, special inspection, and analytical chemistry laboratory services. Founded in 1966 in Fresno, nearly 75% of BSK's Bay Area office's projects are in support of on-call contracts for the public sector. Their Bay Area office currently staffs 30 employees, including 2 registered geotechnical engineers, a registered civil engineer, 2 registered geologists, 5 engineers-in-training, 2 geologists-in-training, and 22 multi-certified special inspectors and materials testers.

The BSK Bay Area team has a strong resume supporting on-call contracts which include Alameda County, Contra Costa County and Stanislaus County, and the Cities of Alameda, Belmont, Berkeley, Brentwood, Dublin, Fremont, Livermore, Pinole, Pleasanton, San Ramon, Tracy, Vallejo, and Walnut Creek as examples.

Although the CIP projects that they support are by far small in scope, BSK is also a State of California Department of General Services-certified Small Business for Public Works Projects (SB-PW), certification #2014327SB-PW. BSK is a registered public works contractor with the Department of Industrial Relations, DIR Registration Number 1000003557.

Francisco & Associates (F&A)

F&A has been in business since 2000. F&A is a S-Corporation. The firm has two locations, in San Ramon and Carlsbad. The firm is led by its founder and principal, Joseph A. Francisco, P.E. (C40688) and Eduard Espinoza, P.E. (C83709). F&A has seven employees and additional stuff during peak season. Principal members of the firm have over 60 years of public finance and municipal engineering experience. Members of the project team have worked for public agencies and been responsible for the formation and administration of special assessment districts and other financing districts.



Section 2b: Names and Roles of Personnel

The scope of work within this RFP is broken down into four key categories of services:

1. City Engineering:

Larry Theis (AnchorCM) will perform the work of Clayton's City Engineer. Larry will also provide oversight of the work performed by subconsultants under this category as well as the other three categories. While AnchorCM is able to provide the day-to-day engineering needs of the City, if necessary, the following subconsultants may be utilized for their technical expertise:

- Civil Engineering: CSG: The CSG civil engineering team will be led by Mario Camorongan, P.E., and assisted by Laurence Lau, P.E., PLS, QSD/P.
- Traffic/transportation: Advanced Mobility Group (AMG): The AMG team will be led by Joy Bhattacharya, P.E., PTOE, Vice President.
- Geotechnical: BSK's engineering team will be led by Cristiano Melo, P.E., G.E., Principal Engineer and will be assisted by Carrie Foulk, P.E., G.E., Senior Geotechnical Engineer/Geotechnical Group Manager.
- Other subconsultants: AnchorCM has access to several other technical subconsultants should other needs arise.

2. General Engineering Services (Non-General Fund Capital Projects):

AnchorCM will provide general oversight of the work under this category. The work can be performed by AnchorCM or our team of technical subconsultants. They are as follow:

- Civil Engineering: The CSG civil engineering team will be led by Mario Camorongan, P.E., and assisted by Laurence Lau, P.E., PLS, QSD/P.
- Traffic/Transportation: Advanced Mobility Group (AMG): The AMG team will be led by Joy Bhattacharya, P.E., PTOE.
- Geotechnical: The BSK geotechnical team will be led by Cristiano Melo, P.E., G.E., Principal Engineer and will be assisted by Carrie Foulk, P.E., G.E., Senior Geotechnical Engineer/Geotechnical Group Manager.
- Material Testing: The BSK material testing team will be led by Cristiano Melo, P.E., G.E., Principal Engineer and will be assisted Michael Kibbey, Material Testing Task Manager.
- Other subconsultants: AnchorCM has access to several other technical subconsultants should other needs arise.

When required by grants such as federal grants, it may be necessary for the City to issue project-specific Request for Qualifications (RFQ) or Request for Proposals (RFP). In those instances, AnchorCM will act on behalf of the City through the solicitation process to select the technical consultants. To avoid a conflict of interest, AnchorCM will not propose on those solicitations.

3. Land Development Review and Permitting Services:

AnchorCM will provide general oversight of all work under this category. CSG will lead the land development review and permitting services. BSG's geotechnical team will support CSG with geotechnical review needs. The CSG land development review team will be led by Mario Camorongan, P.E. The BSK geotechnical team will be led by Cristiano Melo, P.E., G.E., Principal Engineer and will be assisted by Carrie Foulk, P.E., G.E., Senior Geotechnical Engineer/Geotechnical Group Manager.

4. Annual Administration/Assessments Levy Services:

AnchorCM will provide oversight of all work under this category. For the GHAD, Larry Theis will also serve as the GHAD Manager.

F&A will be the main subconsultant that will perform the annual administration/assessment levy services. Principal members of the firm, Eduardo Espinoza, P.E., Brian Brown, and Joseph Francisco, P.E., combined have over 60 years of public finance and municipal engineering experience. Members of the project team have worked for public agencies and been responsible for the formation and administration of special assessment districts and other financing districts.

Francisco & Associates believes having a senior level professional as the main point of contact for the City and property owners eliminates confusion and frustration for their clients. Most of their competitors have multiple points of contact for their clients. For example, one employee may prepare the annual levy, another may prepare the annexations, another may oversee the formations, and another may assist with property owner phone calls. This process does not allow one employee or multiple members of your project team to know all the details associated with the annual administration of the City's assessment districts thereby not allowing the firm to respond quickly and accurately to questions from City staff, developers, property owners, etc.

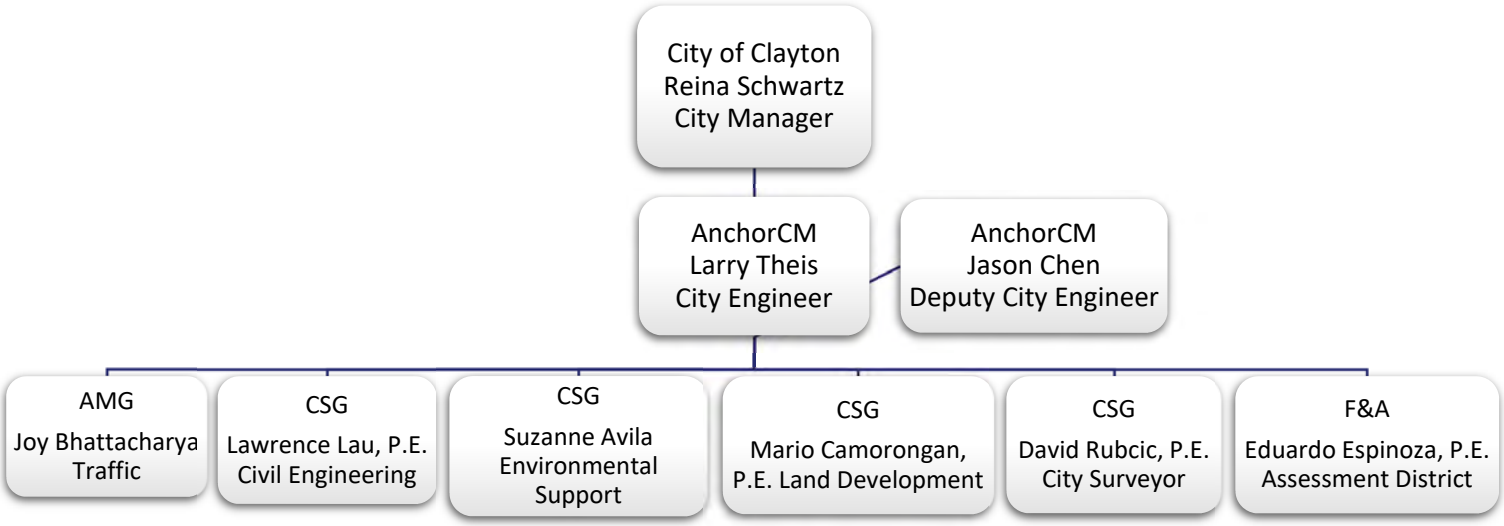
For this reason, your project team will consist of the individuals below:

Your Principal-In-Charge and Assessment Engineer will be Eduardo Espinoza, P.E., who has worked with public agencies for over 14 years. Eduardo Espinoza will be the City's assessment engineer and will oversee all aspects of the City's project. He will be assisted by Brian Brown, Project Manager, who has over 15 years of public finance experience and will be the City's and property owner's day to day contact. Joseph Francisco, P.E., Quality Control Engineer, who has over 35 years of municipal engineering and public finance experience will be responsible for reviewing work product and ensuring that all internal quality control measures are implemented and adhered to. Anthony Hernandez, Project/GIS Analyst will support the Assessment Engineer and Project Manager as needed throughout the annual administration process.

If necessary, AnchorCM will also utilize BSK for geotechnical work. The BSK geotechnical team will be led by Cristiano Melo, P.E., G.E., Principal Engineer and will be assisted by Carrie Foulk, P.E., G.E., Senior Geotechnical Engineer/Geotechnical Group Manager.

Organization Chart

This organization chart below represents our proposed project team for the City of Clayton's engineering needs. We have the necessary resources to handle all engineering requests from the City.



Section 2c: Resumes of Personnel

Below is Larry Theis's resume. Resumes for other key personnel are included in the appendix.

Larry Theis, P.E.
Project Principal, City Municipal Engineer



Experience Summary

Larry has over 21 years of experience in Municipal Engineering for public agencies. He has worked at the State, County, and Local/City levels of government, specifically in engineering and public works. He brings these skills to AnchorCM to consult and provide services to Northern California public agency clients.

Experience
21 years

Education/Training
State of California Professional Engineer License #67662

B.S. Civil and Environmental Engineering, Emphasis in Transportation & Project Management, UC Berkeley

CA Notary Public #2282509

Affiliations
American Public Works Association

American Society of Civil Engineers

Skills
Public Speaking/ Council Presentations

Outreach and Consensus Builder

Relevant Project Experience:

City of Orinda,
City Engineer then Director of Public Works and Engineering Services (2013-2021)
Responsible for capital improvement projects, engineering, development review, lighting and landscape district, maintenance and operations. Highlights include a completion of a $55 million roadway program, $3 million emergency rainstorm repairs, presentations and preparation of staff reports and resolution for City Council, public outreach for projects and new programs, worked closely with City Attorneys on flooding and landslide case, and procured regional and federal grants for projects.

City of Orinda
Orinda Pavement Rehabilitation Program, Department Head Oversight
$60 million, 2014-2019
Full depth reclamation, mill and overlay, slurry seal with digouts, microsurfacing, culvert replacement - multiyear renewal of road pavement condition from PCI 46 to 85.

City of Orinda
Camino Pablo Pavement Rehabilitation, Project Manager
$2.5 million, 2015
Mill & overlay and signal upgrades on major arterial road.

Contra Costa County Public Works
Kirker Pass Overlay, Project Manager/Resident Engineer, Lead Designer
$1.7 million, 2012
Cold in Place Recycling - using emulsion-based technique for approximately 2 miles.

Larry Theis, P.E.

Project Principal, City Municipal Engineer

City of Orinda
Wilder Subdivision Development, Design Oversight
Project Value, 2013-current
Installation of road, storm drain, parks, basins, staging area, trails.

Contra Costa County Public Works
Buchanan Airport Runway/Pavement Rehab, Project Manager
$3 million, 2011- 2012
Cold in Place Recycling of center section of runway - using emulsion-based technique.

Contra Costa County Public Works
Vasco Road Overlay, Lead Designer
$2.5 million, 2008-2009
Accelerated shovel ready project to mill and inlay HMA along Vasco Road for approximately 3 miles.

Contra Costa County Public Works
Lower Walnut Creek Channel Desilt and Levee Raising, Lead Designer/ Project Manager
$5 million, 2007
Removal sediment from channel bottom to improve flood control capacity in North Concord to address ACOE new requirements.

Contra Costa County Public Works
Walnut Creek & Grayson Creek Channel Desilting, Resident Engineer & Inspector
$3 million, 2006
Removal sediment from channel bottom to improve flood control capacity in Concord and Pleasant Hill area.

Contra Costa County Public Works
San Ramon Creek Bank Restoration, Lead Designer/Project Manager & Resident Engineer/Inspector
$1.2 million, 2005-2006
Designed embankment project with willow cuttings/brush layering.

Contra Costa County Public Works
Dougherty Valley Development, Design/Project Oversight for Civil and Landscape Improvements
$150 million, 2002-2005
5,500-unit master planned subdivision community with single & multi-family units, parks, creeks, community college campus.

Section 2d: Scope of Services and Planned Approach

Staff augmentation is a core service provided by AnchorCM. We are proposing Larry Theis, AnchorCM President, as Clayton's City Engineer. Larry will lead the AnchorCM team and be the City's single point of contact to provide the scope of services as described in this RFP. Larry has over 20 years of experience working for public agencies. Up until a few months ago, Larry was the City of Orinda (Orinda) Director of Public Works and Engineering Services as well as their Assistant City Manager. In many ways, Larry still approaches issues more like a public agency staff than a consultant. This is a major differentiator between AnchorCM and our competitors. Larry understands other considerations and duties that are often asked of public agency staff with his municipal engineering background.

The City of Clayton and Orinda are quite similar in many aspects. Both agencies are relatively small with similar challenges but still strive to provide excellent services to their residents. There are similarities in how the City separated the engineering work compared to the system that Larry established at Orinda. The only difference is that the City engineering function was performed by Orinda's in-house staff whereas the City of Clayton is seeking a consultant to perform this work. For both agencies, the other scopes of work were performed by consultants. Larry was successful in Orinda and can bring his expertise to assist the City of Clayton. By selecting our team, Clayton will receive the benefit of hiring city engineer/public works director within the same region/county that is quite in tune with the current needs and processes to fully manage your department.

1. City Engineering:

AnchorCM is proposing Larry to serve as Clayton's City Engineer. Larry is familiar with this role as he was the Orinda's City Engineer and the Director of Public Works and Engineering Services.

City Council meetings: As Clayton's City Engineer, Larry understands the importance of attending City Council meetings. Larry has extensive experience in this arena as he performed this function for the past 8 years at Orinda. Larry has prepared and reviewed staff reports and made presentations at past Orinda city council meetings. Larry has responded to councilmembers as well as public inquiries during the council meetings. As for closed sessions of the Council meetings, they often involved difficult issues with legal complications. Larry has been able to breakdown these complex issues for the councilmembers to aid their discussions. As a demonstration of Larry's competence in this arena, the Orinda City Manager had tasked Larry to be the Acting City Manager whenever he is not available for both the open and closed sessions of the city council meetings.

Internal staff meetings: Larry understands the importance of coordinating with other City staff and departments and the internal staff meetings are helpful to improve coordination between the Engineering Department with other City departments/functions. In Orinda, Larry was an active participant in these weekly internal staff meetings. Larry understands participation of Clayton's internal meetings is highly desired and plans to attend them and engage with in-house staff members.

Capital Improvement Program (CIP): Larry has prepared and reviewed several editions of Orinda's Capital Improvement Program documents. This includes holding CIP workshops with councilmembers to obtain initial feedback; preparing the draft CIPs, presenting recommendations, prioritization, presenting draft CIPs at council meetings; responding to councilmembers and public inquiries; and finalizing the annual CIP documents. There are typically more "wants" than available funding. As part of the CIP process, Larry had led discussions with city managers, councilmembers, as well as the public on prioritization of the limited funds. Based on those discussions, Larry has prepared prioritization recommendations for the city

managers and councilmembers to consider and discuss. Larry is knowledgeable of grant opportunities that may bring in additional resources to the City. He has secured several grants during the last round of One Bay Area Grant (OBAG2) and completed them successfully. In addition, Larry led Orinda's discussion and prioritization of over $55 million of roadway repair bonds/add on sales tax funds. During Larry tenure at Orinda, he and his staff raised the Orinda Pavement Condition Index (PCI) from 46 (Fair Condition) to 85 (Very Good). The roadway program/projects received multiple League of California Cities awards. Larry was also invited to be a presenter at the 2017 League of the California Cities Public Works Officer Institute Conference to discuss Orinda's roadway program. At Orinda, Larry led his team to complete multiple CIP projects that received American Public Works Association (APWA) and League of California Cities awards. Larry understands a big part of the CIP process is also to coordinate closely with Finance and is looking forward to the collaboration with the City.

Budget: In addition to the CIP, Larry understands that as the Clayton City Engineer, he would participate in the annual budget discussions that usually occur before beginning of each fiscal year. Similar to the CIP preparations, Larry has extensive experience in creating budgets and worked closely with the city manager and finance director as the Orinda Director of Public Works and Engineering Services. Larry will be able to bring his knowledge and experience to the City. Larry understands his participation in discussions with Clayton City Council, City Manager, and Finance Director will be required.

Availability to the public and private developers: Larry will be available to the public and private developers dealing with the engineering functions of the City government. Since the needs are unpredictable and would be too costly to dedicate a full-time person at City Hall, AnchorCM proposes that public and private developers contact Larry directly to set up appointments and virtual meetings. Because of the remote work requirement of the pandemic, more people are familiar with virtual meetings. This will reduce the need for Larry to travel to City Hall. In addition, this will allow more flexibility for availability compared to holding a dedicated office time, which might be inconvenient for some. However, if needed, Larry resides in nearby Concord, and can respond onsite quickly. AnchorCM's office is located within Contra Costa County (in Lafayette) with a majority of our staff working and residing nearby who can respond immediately if necessary.

Coordination with other agencies and representing the City: Larry spent much of his professional career in Contra Costa County. Larry has established professional relationships with staff at many Contra Costa County public agencies. It is typical and necessary to coordinate with nearby agencies. In addition to coordinating, Larry has led joint projects that received APWA and League of California Cities awards.

Assistance in solicitation for CIP design work: For smaller agencies such as the City, it is not cost effective to have in-house designers. Larry is knowledgeable in soliciting designers and done so for many of his projects and will be able to assist the City through the process.

Assistance in procurement of contractors for public works construction: Larry is knowledgeable in the procurement of contractors for public work construction. The technical design consultants typically do not complete the front-end administration specifications. Larry will be able to merge the City's requirements with the technical requirements to solicit construction bids. During his time at Contra Costa County Public Works, Larry was the "go-to" person for construction contractor procurements.

Address failed infrastructure for immediate safety concerns: Orinda is one of the oldest communities in the County and has aging infrastructure. During his tenure at Orinda, Larry was often challenged to address the failed infrastructure, especially during rainstorm events. Perhaps the most challenging time was during the

2017 rainstorm events. Orinda suffered storm damage reaching into the multi-million-dollar range. The largest damage was a major sinkhole underneath a collector road for most of northeast Orinda that created a long detour. By working closely with Federal Highway Administration (FHWA), Caltrans, and resource agencies, Larry was able to perform emergency restoration of this roadway within 4 months, from selecting the restoration method, to design, to construction completion. Among all the roadway failures that resulted in road closure within Contra Costa County during 2017, this was the fastest restoration effort. The quick restoration minimized the disruption to residents. The project won the Orinda Mayor's Award as well as an APWA project of the year award. By working with FHWA, Caltrans, FEMA, and Cal OES, Larry recovered $3 million of disaster relief aids for Orinda as result of 2017 storm damages. Larry has been instrumental in improving Orinda's infrastructure, as captured in the September 15, 2021 edition of Lamorinda Weekly:

> *Council Member Darlene Gee added, "I can't even really imagine that you're not going to be with us!" She said that the greatest gift was his help with Orinda's roads and infrastructure, attributing his "magnificent work" to bringing Orinda's infrastructure up to a much, much better condition than it was in when he started.*

Familiarity with regional, state, and federal transportation funding entities: Larry is familiar with regional, state, and federal transportation funding entities. Larry has experience in applying for grants with these entities. Larry has been successful in obtaining multiple grants for Orinda, including during the last round of One Bay Area Grant cycle (OBAG 2). Larry completed multiple CIP projects that require coordination with Caltrans Local Assistance Office, Metropolitan Transportation Commission (MTC), Contra Costa Transportation Authority (CCTA), and resource agencies. During Larry's tenure at Orinda, APWA Norcal Chapter awarded Orinda multiple awards. For transportation planning and grant opportunities, Larry understands the importance of participating in CCTA's Regional Transportation Planning Committee (RTPC). Larry will represent the City at Transportation Partnership and Cooperation (TRANSPAC), the RTPC that the City belongs to.

Familiarity to San Francisco Regional Water Quality Control Board Municipal Regional Permit (MRP) and Contra Costa Clean Water Program: Anchor is familiar with MRP 2.0 and understands the City, along with other agencies, are in the process of working with the Water Board on MRP 3.0. Larry is familiar with the challenges of the new proposed requirements, such as the onerous requirement to implement green infrastructure on pavement projects. AnchorCM understands that the Laura Hoffmeister, the Assistant to the City Manager, has been representing the City at the Contra Costa Clean Water Program for many years and has extensive MRP knowledge. Some MRP requirements will need to be implemented as part of the engineering work. We look forward to coordinating closely with Ms. Hoffmeister.

AnchorCM recognizes cost is very important for a smaller agency such as the City. While Larry will be the City's single point of contact, the engineering work may be performed by other AnchorCM staff with lower billing rates in an attempt to minimize costs. Larry will assign and oversee all work. We propose that Jason Chen be one of the main Anchor staff to support Larry with the City's engineering needs. Jason, Anchor's Engineering Manager, is a registered California professional civil engineer. Larry and Jason have successfully worked together at Orinda for 5 years. After Larry was promoted to the Orinda Assistant City Manager position, Jason was promoted to the City Engineer position. Whenever Larry was not available, Jason had stepped in as Larry's backup to perform the same functions as the Acting Director of Public Works and Engineering. We believe this arrangement will work well at the City. If more specialized needs arise, AnchorCM will reach out to technical subconsultants that can assist if necessary. They will act as the City's on-call technical subconsultants. Please see the following sections regarding these technical subconsultants. AnchorCM also has access to several other subconsultant partners through our successful working

relationships developed over the years.

2. General Engineering Services (non-General Fund Capital Projects)

We have found that with Larry providing overall management of City projects and utilizing technical subconsultants to provide detail design, we can provide a format for successful project delivery. Larry has extensive experience and is very comfortable with this format. This is the same set-up that Larry operated in at Orinda. AnchorCM is familiar with many technical subconsultants that perform work for Contra Costa County agencies and could provide the City access to these partner subconsultants as needed.

For smaller projects or not required by funding requirements, AnchorCM can perform the preliminary engineering work. When technical experts are needed, AnchorCM has access to technical subconsultants, included but not limit to the consultants identified under the City Engineering category scope of work.

For larger projects, Anchor would recommend the City to perform project-specific solicitations. This will allow the City to select the most qualified technical subconsultant for that project. Sometimes, grant requirements, such as federal grants will require the City to perform project-specific solicitations as well. AnchorCM will assist the City through the solicitation process. To avoid any conflicts of interests, AnchorCM will not submit any proposals when we assist the City with the solicitation process.

AMG: Traffic Engineering

AMG will be the technical subconsultant that will assist the City with traffic engineering needs.

Experience with Concord On-Call and Local Community Goals - Key AMG staff are currently providing on-call planning and engineering services to the City of Concord and various other local jurisdictions in Alameda, Contra Costa, San Mateo, San Joaquin, Stanislaus, and Solano Counties. Their extensive experience in the Bay Area includes more than 30 years on numerous traffic engineering projects, making them a well-suited partner, committed to continuing this service to your community. Their team has been working alongside City of Concord staff for more than five years, so they understand the surrounding community goals and objectives for the Clayton on-call assignment and the work that needs to be performed.

AMG's focus is on providing innovative solutions respecting local preferences and understanding the myriad of environmental regulations and design guidelines that affect today's transportation projects. They manage the project development process proactively, recognizing that successful transportation projects require more than just good technical solutions—they must be sustainable economically, socially, and environmentally. They work with clients and stakeholders to achieve that, while supporting cost-effective solutions. The services AMG can provide are as follows:

- Preparing Plans, Specifications, and Estimates (PS&E) for CIP Projects
- Safety Analysis, Traffic Calming and Complete Streets Design
- Traffic Operations: Analysis, Simulation, Modeling and Impacts
- Signal Design and Timing
- Conduct Engineering Speed Surveys per MUTCD
- Parking Studies, Design, Operations and Management
- Pavement and Drainage Design
- Intelligent Transportation Systems
- Traffic Management Centers

- Adaptive Traffic Control Systems
- Automated Traffic Signal Performance Measures
- Grant Funding, Programming, Budgeting
- Traffic Impact Studies/Peer Review
- Travel Demand Forecasting and Modeling
- Transportation Demand Management
- Pedestrian and Bicycle Safety Analysis
- Transit Planning and Design
- Review traffic handling plans
- Public Hearings/Outreach/Meetings
- Community Outreach, Engagement and Facilitation
- Data Collection & Analysis

TRAFFIC OPERATIONS ANALYSIS



Traffic operations analysis bridges the gap between transportation planning, traffic engineering, and design. AMG engineers and planners have many years of experience in analyzing traffic operations in saturated urban or under-saturated rural environments to develop realistic solutions to complex traffic issues. They use state-of-the-art microscopic computer simulation software, such as Transyt, Synchro, CORSIM, and VISSIM to perform traffic operations and traffic simulation analyses. Based on the extensive operations analysis and safety analysis, we can determine the roadway geometry, signing and striping details, signal operations and lane geometry, transition lengths, and lane widths. The operations details are then incorporated into the design plans/PS&E, including construction and bidding supports.

COMPLETE STREET DESIGN/ BICYCLE & PEDESTRIAN

A Complete Street accommodates all users regardless of ability and offers a range of transportation modes from walking to freight movement, as well as the activities generated by adjacent land uses, such as sidewalk cafés, on-street parking, urban forestry and open space, and social interaction. We understand that designing streets for all users, specifically the disabled, children, senior citizens, and others with unique transportation needs, involves a multidisciplinary approach. Our approach includes peeling back the layers of a street's obvious and visible functions to fully understand its hidden, lesser known, and indirect functions to provide reasonable and practical solutions that do not detract from the roadway and transportation network functionality.

TRAFFIC SIGNAL SYSTEM DESIGN AND TIMING

Our partner AMG has the expertise to provide a full-range of traffic signal planning, design, and



construction services from isolated signalized intersections to computer-based traffic signal systems. They have prepared traffic signal and intersection designs at hundreds of locations across the nation. Their experience ranges from simple, single-intersection designs to complex multi-phase signals, interstate interchanges, and problematic design constraints resolution. This experience involves different system types and communication media, including Time-Based Coordination (non-interconnected), microwave-based coordination, hardwire interconnect with an on-street master controller, spread spectrum radio, PC-based systems (closed loop systems), central computer systems, and fiber optic cable. Their extensive experience in traffic control system design includes traffic control and advance warning signals; lane control and counter flow systems; and special purpose traffic systems. Their experience also includes numerous advance warning, emergency vehicle, and railway preemption signal design and has undertaken signal preemption and detector technology studies for clients.

ADAPTIVE TRAFFIC CONTROL SYSTEMS

While building an entire new transportation network isn't feasible, AMG has been using ITS to help with the increasing traffic congestion. They apply ITS technology to the transportation infrastructure to manage and improve the reliability and efficiency of the transportation network. Their core strength has been in deploying Adaptive Traffic Control System (ATCS). Their team has been educating traffic engineers and practitioners on the benefits of ATCS and the need to plan funding opportunities to keep the system operational. AMG has recently been involved with the deployment of more than 20 adaptive signal systems in the United States that are helping to relieve traffic congestion.

AUTOMATED TRAFFIC SIGNAL PERFORMANCE MEASURES (ATSPM)

The ability to look at performance measures such as "percent arrivals on red" and look at occurrences of split failures for individual intersections, or groups of intersections, is revolutionizing the overall Traffic Signal Maintenance and Operations (TSM&O) performance at progressive cities and DOTs. AMG staff are assisting in the deployment of ATSPM to manage and monitor signal systems for multiple cities and jurisdictions including the City of Irvine, City of Hayward, City of Concord, and City of Dublin. Their professionals are working alongside the City of Dublin to set up the software for ATSPMs and assist city staff to understand the software, coordinate installation, generate reports, identify anomalies, and train staff on best practices.

INTELLIGENT TRANSPORTATION SYSTEMS

The AMG team has the capacity to provide expert technical service for every aspect of ITS. AMG is a leader in the research and application of leading ITS solutions and the design and deployment of ITS systems. Expertise includes field integration of CCTV systems, automated incident detection, dynamic message signing, and driver information displays. The future of technology for transportation includes new approaches to managing traffic congestion, improving safety, and providing transit passengers with real-time travel information. AMG has combined ITS with a full range of transportation/transit services to provide new solutions to the challenges facing transportation agencies and authorities.

GRANT AND FEDERAL PROJECTS

When we work with you to prepare grant applications, our primary goal is to obtain enough information to match your needs with available grants to fund your projects. We develop an application strategy, assess the project, prepare the application, and provide technical support for state and federally funded projects.

We have excellent working relationships with funding agencies that help us create an effective approach to producing winning grant applications.

PUBLIC HEARING/COUNCIL PRESENTATIONS

Communicating concepts and technical materials is critical to the success of any transportation project. We routinely help our clients manage public participation and community outreach to educate and build consensus between governing agencies, stakeholders, and potential project opponents.

BSK: Geotechnical Engineering and Material Testing

The BSK geotechnical team will be the technical subconsultant partner that will assist the City with geotechnical engineering services, such as preparation of geotechnical paper studies that rely on existing subsurface data and geologic mapping, geotechnical investigations, geotechnical peer reviews, geotechnical review of plans and specifications, as well as as-needed consultation and responses to RFI's and submittals during construction. BSK and the geotechnical engineers who will support this contract also have the capacity to support the AnchorCM team to manage Quality Assurance materials testing and special inspection services during construction. These services would include laboratory testing in BSK's 5000 square foot Caltrans and AASHTO-certified materials laboratory, compaction testing, rebar inspection, batch plant inspection, concrete sampling and testing, asphalt concrete sampling and testing, masonry inspection, torque testing, epoxy dowel inspection, anchor inspections, shop welding inspection, and field welding inspection. BSK's field staff have extensive working knowledge of the various building codes and materials compliance testing procedures and are adept in applying their expertise.

3. Land Development Review and Permitting Services

Larry's experience in land development review included performing the day-to-day land development engineering work for the Dougherty Valley development, the largest recent development processed by the Contra Costa County Public Works. At Orinda, Larry oversaw the Wilder Development, the largest recent development in Orinda.

AnchorCM is pleased to partner with CSG and BSK to perform these services. While Larry will provide general oversight of this work as Clayton's City Engineer, CSG will perform the bulk of these services with the support of BSK, if necessary. This is the same type of arrangement Larry successfully implemented for Orinda. Although not identified in this Request for Proposal, AnchorCM recommends that the City designate a City Surveyor. Since most of the City Surveyor work will be related to land development activities, CSG is proposing David Rubcic, a California registered Land Surveyor to serve as City's Surveyor.

Below are CSG's approaches to land development review and surveying.

New Development Entitlements

- Review tentative maps, tentative parcel maps, architectural review, and other entitlement applications. Coordinate review with other City staff and/or outside agencies as needed.
- Attend follow-up meetings with Planning staff, the applicant, or others as needed to resolve issues regarding the proposal. Review subsequent submittals of the proposal.
- Assist the City with development of conditions of approval, development agreements, and other requirements associated with development applications. Assist City in negotiating with developers regarding terms of agreements or conditions (Additional tasks associated with the entitlement process are described above).

Plan Review

Review final maps, improvement plans, and landscape plans. Review includes evaluation of required records, studies, grading and improvement plan, and additional materials submitted by the design professional. Confirm that plans conform to City standard design criteria, conditions of approval, and infrastructure or other master plans.

- Each plan review will be accompanied with a letter summarizing the red-line comments addressed to the applicant's engineer or landscape architect, with a copy to City staff and the applicant. A complete red-lined set of drawings and any reports will be returned to the design professionals for use in their corrections. At the applicant's discretion, the comment summary letter and red-lined plan sheets can be scanned and submitted electronically to the design consultant to expedite the review process.
- Although we understand that meetings will not be required, CSG is available to meet with the applicant/representative and City staff to review comments or to delineate the standards which are not being met, in order to facilitate timely completion of the review and meeting the maximum goal of two plan checks. CSG will accept and review subsequent submittals electronically, when feasible, in order to expedite the review process.
- Soils reports will be evaluated and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
- Construction erosion control and post-construction water quality control will be evaluated for compliance with the storm water quality management permit in effect for the City.
- Assist the City with development of conditions of approval, development agreements, and other requirements associated with development applications. Assist City in negotiating with developers regarding terms of agreements or conditions (Additional tasks associated with the entitlement process are described above).
- Confirm that the developer has obtained necessary permits or approvals from other public agencies as needed, and that plans conform to the City's NPDES Municipal Regional Permit requirements for storm water treatment and detention.
- Review and recommend approval of engineering bond estimates and subdivision guarantees.
- Assist the staff in preparing subdivision improvement agreements, other agreements (including stormwater treatment measure and landscape maintenance agreements), and staff reports.
- Meet with developers, consultants, and other agencies on behalf of staff, as requested.

Plan Review Submittals Schedule

Development of hard-and-fast schedules for completion of development review and plan review work is difficult as timing and scope of projects is not always known. Examples of time frames for completing certain tasks are provided below.

TYPE	TIME FRAME
Pre-application entitlement review	Review application material in advance of requested meetings; complete formal comments and submit to Planning within two weeks of meeting
Review Tentative Map Application or Other Entitlement Package	Fifteen (15) working days of notice of submittal by City
Prepare Conditions of Approval	Prepare within one week of request by Planning, or within reasonable shorter time frame if needed to meet hearing date
Complete Improvement Plan (1st Check)	Fifteen (15) working days of notice of submittal by City
Complete Subsequent Improvement Plan as Needed	Ten (10) working days of notice of submittal by City
Prepare fee estimate, review bond estimate, or prepare permit	Ten (10) working days of request
Miscellaneous Assignments	Dependent on scope; typically between five (5) and ten (10) working days

Turnaround times include pickup, QA/QC, and delivery.

CITY SURVEYOR - MAP REVIEW SERVICES

The traditional role of the City Surveyor is to ensure that maps, legal descriptions, and plats prepared for private developments are technically correct. However, more often than not, the City Surveyor will also ensure that the documents are comprehensive of City requirements and completed in accordance with the California Subdivision Map Act and local ordinances (traditionally the functions of the City Engineer). The City Surveyor's daily functions include reviewing the documents submitted by private developers, owners, engineers or surveyors, review and provide comments, and sign final documents when approved. The City Surveyor customarily also meets with and advises the City Engineer and private applicants when complicated or unusual circumstances arise.

Detailed Scope of Work

Under the "Map Review" scope of work, our CSG team proposes to review Final Maps, Parcel Maps, Lot Line Adjustments, Lot Mergers, or other documents per the following:

- Review for compliance with the approved Tentative Map and Conditions of Approval (maps)
- Review for compliance with the California Subdivision Map Act
- Review for compliance with the Professional Land Surveyor's Act
- Review of closure calculations
- Review of title information for the property, including existing easements and any other relevant land encumbrances, based on information contained in a preliminary title report and other documents to be furnished by applicant
- Review of record documents (deeds and maps) of the subject and adjacent properties

- Review, seal and sign final Mylar copies and certificates as Acting City Surveyor or Technical Reviewer
- Preparation of Staff Report for City Council Approval, if required
- Conformance with the project improvement plans and other documents

Legal Documents

The types of legal documents that may be prepared by the City include Parcel Maps, Lot Line Adjustments, and Lot Mergers. Additionally, plats and legal descriptions may need to be prepared for public projects that require right-of-way take. For street dedication or vacation documents, as well as easement grants and abandonments, the burden of preparing the plats and legal descriptions are typically put on the private party in conjunction with private development of the affected parcel(s). Those documents may, however, also be prepared as stand-alone documents/instruments by the City Surveyor. Lastly, records of survey may also be prepared if dictated by the Professional Land Surveyor's Act.

All documents are produced using the same level of care and quality control as mapping reviews, and prepared in conformity to the following legal codes:
California Subdivision Map Act

- Professional Land Surveyor's Act
- Streets and Highways Code
- Civil Code
- Other relevant sections of the Government Code

In addition, all maps or certificates are prepared using local industry standards and pre-established City requirements.

Working closely with CSG would be BSK for geotechnical issues. BSK will assist the City with geotechnical engineering services, such as preparation of geotechnical peer review and, geotechnical review of plans and specifications.

4. Annual Administration/Assessments Levy Services

AnchorCM is pleased to partner with F&A to perform these services. AnchorCM will provide general oversight including the role of the GHAD Manager. F&A will provide the administration and assessment levy services. If it is necessary for the GHAD requires geotechnical engineering work, BSK will provide the geotechnical engineering services.

F&A

Our partner Francisco & Associates ("F&A") and Anchor understands the history and circumstances surrounding each agency's special financing districts are different and the revenue generated is critical to long-term viability. For this reason, we take a comprehensive approach to managing special financing districts and working with public sector clients. For the City, our approach will begin with establishing a strong foundation for the City's Special Financing Districts (the "SFDs" or "Districts") that is not only compliant with the existing legal landscape for assessments but will also be based on the following principles and practices: accountability, consistency, efficiency, effectiveness, and transparency.

We understand that the administration of assessment districts is not just database work, updating an engineer's report, and placement of assessments on the property tax roll but rather being an extension of

staff that may be expected to coordinate with multiple City departments and represent the City by assisting with community outreach and education. We take this responsibility very seriously which is why we will undertake a comprehensive onboarding process if we are given the opportunity to serve the City. The purpose of onboarding is to familiarize ourselves with the nuances of your SFD Program and build strong relationships with the City departments and personnel that we will be working with on a regular basis.

Our onboarding process will be led by your Assessment Engineer, Eduardo Espinoza, P.E. and Project Manager, Brian Brown, and begins with a kickoff meeting to better understand the City's goals, objectives, timelines, and important history surrounding the Districts. Following the kickoff meeting we will interview City staff, as necessary. Interviewing staff helps us identify the role and responsibilities of individuals who are involved in the various tasks that impact the SFD Program. This provides a better understanding of the process and procedures, workflow, internal and external timelines, and specific challenges facing City departments and their personnel which includes the dynamics and priorities of City Council.

An audit of the District parcel databases, fiscal review of the Districts, review of formation and administration documents including improvement diagrams, and review of the City's past approach to managing the Districts will also be essential elements of our onboarding process with the City.

F&A and Anchor will audit the City's existing District parcel databases to confirm that all parcels within the boundaries of the Districts and any zones of benefit are captured correctly and that no parcels outside the District's boundaries are included. Our review of the District parcel databases will include a review of the parcels to confirm property characteristics and their land use are assigned correctly, the correct zone has been assigned to each parcel when applicable, a review of the maximum and applied assessment rates, and that each parcel has been assessed correctly based on the methodology within the Engineer's Reports or formation documents. The purpose of this review is to ensure the City receives all the revenue it is entitled to and that the District data is accurate because it is the foundation in which the City bases decisions.

The purpose of our fiscal review of the Districts are to get a sense of the overall fiscal health of the Districts any zones of benefit. The review includes a look at the assessment capacity of each District, the amount historically levied for each District/zone, fund balances (operating and capital reserves), budgets, and upcoming capital improvement/replacement needs. This fiscal review will result in identifying which Districts have surpluses, deficits, and those which may need to be monitored more closely due to limited revenue capacity. This review assists in discussions with City staff that may be underfunded or may soon become underfunded.

The F&A project team will review formation and administration documents and the diagrams showing all existing improvements. The primary purpose of this review is to ensure the annual Engineer's Report is congruent with the formation/annexation documents, confirm the quantification of special and general benefits by improvement type are appropriately documented and supported, that only parcels that receive a special benefit are assessed, and that the City is complying with the provisions of Proposition 218 and case law. Our review often results in recommendations to strengthen the Engineer's Report and will inform the City of potential issues related to compliance with state law.

The collective efforts of our onboarding process will provide a deeper understanding of the Districts in Year 1, that would otherwise take years. We fully expect these efforts will result in more concise documents, better policies, efficient procedures, clearer communication, and a more effective and transparent SFD Program that functions consistent with industry best practices. The F&A approach to onboarding new

clients demonstrates our commitment to keep staff informed of the annual administrative process and notify staff immediately of any issues or inconsistencies. Our goal is to position ourselves as the City's expert resource and an extension of staff by being extremely proactive, not reactive. The scope of services on the following pages were drafted for the City to address the requirements outlined in Exhibit A, Section 4 of the City's RFP.



Homes and hills in Clayton, CA

Section 2e: References

Below we have included references for our team and partners.

AnchorCM:

City of Orinda
Steve Salomon, Former City Manager
(559) 393-6830

City of Orinda
David Biggs, City Manager
(925) 253-4220

City of Orinda
Amy Worth, Councilmember and former Mayor
(925) 212-4511

Contra Costa County
Warren Lai, Deputy Public Works Director
(925) 313-2180

Town of Moraga
Shawn Knapp, Public Works Director/Town Engineer
(925) 888-7027

CSG

City of Albany
Mark Hurley, PE, Public Works Director/City Engineer
(415) 850-7058

City of Pleasanton
Adam Nelkie, Senior Engineer
(925) 818-4418

City of San Leandro
Jerome Ababa, PE, Associate Engineer
(510) 577-3412

AMG

City of Concord
Abhishek Parikh, Transportation Engineer
925.671.3129

City of Hayward
Charmine Solla, P.E., T.E., Traffic Engineer
510.583.4730

City of San Rafael
Rafat Raie, Deputy Director of Public Works,
415.485.3473

BSK

City of Pleasanton
Adam Nelkie, PE, Senior Civil Engineer
(925) 931-5676

City of Berkeley
Tiffany Pham, PE, QSD, Associate Civil Engineer
(510) 981-6427

Contra Costa County Public Works Department,
Slava Gospodchikov, PE, Engineering Services Division Manager
(925) 313-2316

F&A

City of Brentwood
Aaron Wanden, Park Maintenance Manager
(925) 516-5111

City of Hercules
Mike Roberts, Public Works Director
(510) 799-8241

City of Oakley
Kevin Rohani, City Engineer/Public Works Director
(925) 625-7003

Section 2f: Schedule of Key Dates

AnchorCM has reviewed the schedule in the RFP and can comply with it as is. If chosen, AnchorCM has the capacity to commence work in the second half of March 2022. If possible, it will be helpful to overlap with the existing consultant to transition work. Based on our understanding of past City practices, the term is for one year with the potential for annual renewal.



Section 2g: Modifications or Objections

AnchorCM is proposing the following modifications to the City's agreement:

Section 7(a): Preference is to use the phrase: "endeavor to comply with applicable laws, regulations, and codes…"
Section 8: Add "Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with consultants services."
Section 11:
a. ii. (1) Better to say: "or Insurer's equivalent".
a. iii. (7) Better to say: "Contractual Liability for non-professional services claims with respect to this Contract."
a. v. Better to say: "or endorsements applicable when required by written contract or agreement".
d. Requires coverage for contractual liability under the Professional Liability policy, which is not available. Professional Liability policies include an exclusion for liability assumed by contract, unless the firm would be liable in the absence of the contract. Better to say: "to include limited contractual liability applicable to this Agreement"
e. ii. The exception is professional liability. Defense costs are not in addition to the limits. Defense costs due erode the policy limits.
g. v. The exception for separation of insured is the professional liability policy
Section 12(a): Omit: "volunteer" and "agents" from indemnified parties.
Section 12(b):
Add the following to the end of the paragraph: "This duty does not include the duty to pay for or to provide an upfront defense against claims or allegations arising out of the subject matter of this clause."
Replace the phrase: "that arise out of, pertain to, or related to" with the phrase: "to the extend actually caused by".

Section 28: Preference to include: "The Consultant shall not be responsible for delays from any and all causes beyond its reasonable control."
Add: "In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs."



Section 2h: Cost of Services

1. City Engineering

Based on review of the City's agreement with the existing engineering consultant, the past practice is for AnchorCM to propose a monthly minimum along with hour rates and charges.

For the monthly minimum, AnchorCM is **proposing a monthly fee of $13,636.**
This is based on the following:
Estimate overall hours between 15-20 per weeks, assumed 15 hours

- Larry Theis: 7 hours at the Project Principal rate of $239 = $1,673
- Jason Chen: 8 hours at the Senior Engineer rate of $217 =$1,736
- Subtotal per week =$3,409
- Multiply the subtotal per week by 4 for a monthly rate =$13,636

If the actual hours exceed this estimate regularly (3 months or more) or excessively (more than 20% in any given month), AnchorCM reserves the right to notify the City that additional hours are necessary for a particular month(s) at the hourly rates provided. This would be agreed upon by the City prior to commencement of work.

If technical studies (such as formal traffic study, traffic counts, etc.) or field surveys are required from subconsultants, the additional costs will be billed based on the subconsultant fees plus 10%. These types of costs will be above the monthly minimum.

Please reference rate sheets in appendix b for hourly rates for services.

2. General Engineering Services (non-General Fund Capital Projects)

It is not feasible to estimate the costs for the non-general fund capital projects at this point. Each project will need to be evaluate separately. AnchorCM and the subconsultant teams have submitted hourly rates. Please see Appendix b for the hourly rate tables. A separate proposal will need to be prepared for each capital project. In addition, grant requirements may require the City to perform separate solicitations.

3. Land Development Review and Permitting Services

Due to the difficulty in estimating land development activities, it is not feasible to estimate the monthly costs for land development review and permitting services. The cost will be billed based on subconsultant fees plus 10%.

Please reference rate sheets in appendix b for hourly rates for services.

4. Annual Administration/Assessments Levy Services

AnchorCM will provide general oversight of the assessment districts. The oversight costs will be included as part of the City Engineering costs, except for the GHAD Manager duties. AnchorCM is proposing an annual fee of $2,390. This is the assumption of 10 hours per year for Larry Theis at the Project Principal rate of $239. This is in addition to Francisco & Associates' cost proposal.

Please reference rate sheets in appendix b for hourly rates for services.

Francisco & Associates, Inc. proposes the following lump sum fees to provide the Scope of Services outlined in the proposal.

ASSESSMENT DISTRICTS

Oakhurst Geological Hazard Abatement District Annual Administration Fee	$2,500 per year
Street Light Assessment District Annual Administration Fee	$3,500 per year
High Street Bridge Assessment District Annual Administration Fee	$500 per year
Lydia Lane Sewer Assessment District Annual Administration Fee	$500 per year
Oak Street Bridge Assessment District Annual Administration Fee	$500 per year
Oak Street Sewer Assessment District Annual Administration Fee	$500 per year
Diablo Estates Benefit Assessment District Annual Administration Fee	$3,500 per year

REIMBURSABLES

Reimbursable expenses such as overnight mailings, recordation fees, mileage, County maps and data are in addition to the lump sum fees above and will be billed at cost plus 10%, but reimbursables will not exceed $500. Mileage will be billed at the annual Federal mileage rate ($0.58 per mile).

If it is necessary for the GHAD requires geotechnical engineering work, BSK will provide the geotechnical engineering services, such as preparation of geotechnical paper studies that rely on existing subsurface data and geologic mapping, geotechnical investigations, geotechnical peer reviews, geotechnical review of plans and specifications, as well as as-needed consultation and responses to RFI's and submittals during construction. It is not possible to determine the scope at this point and separate cost proposal will be presented at a later date to the City if necessary.

Appendix a – Resumes of Key Personnel (continued from Section 2c)



Jason Chen, P.E.
Engineering Manager

Experience Summary

Jason has over 22 years of engineering experience with over 17 years in municipal engineering for public agencies. Jason has worked County and City levels of government, specifically in engineering and public works. He brings these skills to AnchorCM to consult and provide services to Northern California agency clients.

Experience
22 years

Education/Training
UCLA: B.S. Civil & Environmental Engineering, B.A. Economics.

UCLA Extension: Professional Designation in Construction Management

Affiliations
American Public Works Association

Select Relevant Project Experience:

City of Orinda, City Engineer (2017-2021)
Public Works and Engineering Operations
Responsible for capital improvement projects, engineering, and lighting and landscape district. Highlights include oversaw capital projects, recovered $3 million emergency rainstorm disaster relief funds, presented and prepared of staff reports and resolution for City Council, public outreach for projects and new programs, worked closely with City Attorneys on flooding and landslide case, procured regional and federal grants for projects, CCTA Technical Coordination Committee member, and performed Acting Director of Public Works and Engineering duties for extended period of time.

City of Orinda
Parking Program, City Engineer
Project Value, 2018-2021
Created a residential and a commuter permit parking programs as well as a new red flag parking restriction program for a high-risk fire zone.

City of Orinda
2017 Storm Damaged Projects, Senior Civil Engineer
3.5 million, 2017-2019
Senior Civil Engineer focused on emergency federal funding recovery efforts Emergency repair of 72” diameter collapsed corrugated metal culvert, landslides, and other storm related damages. Recovered all eligible expenses from CalOES, FEMA, and FHWA.

City of Orinda
Downtown-Bryant Way ADA Ramp & lighting, Project Manager
$1 million, 2017
Installing new switchback ADA accessible ramp structure with

Jason Chen P.E
Engineering Manager

landscaping and overhead lighting.

Contra Costa County
Iron Horse Corridor Mgmt. Program, Iron Horse Corridor Manager
Project Value, 2016-2017
Manage the 18.5 miles right of way of the Iron Horse Corridor for public use as well as providing staff support to the Iron Horse Corridor Management Program Advisory Committee.

Contra Costa County
Special Districts, Special Districts Manager
Project Value, 2014-2017
Contra Costa Special Districts operations includes landscaping, park and recreation programs, street lighting, transit, wastewater collection and treatment, and water treatment. Oversaw the implementation of 8 EBRPD Measure WW funded capital projects that included, bocce courts, new/modified play structures, a new mini-park, a new plaza, landscape upgrades, a new trail, and a new concession/announcer building.

Contra Costa County
Highway Bridge Program, Associate Civil Engineer
Project Value, 2010-2013
Managed Contra Costa County's bridge projects, investigated scour critical bridges, established plan of actions, and applied for HBP funding for new bridge projects.

Contra Costa County
Iron Horse Pedestrian Overcrossing at Treat Boulevard, Project MGR
$16 million, 2007 to 2010
This pedestrian/bicycle crossing allow Iron Horse Trail user to safely cross over a busy 8-lane roadway. This bridge is also the gate way to the Contra Costa Centre Transit Village. This project won the 2011 California Transportation Foundation Project of the Year, the 2011 California Greenway and Trail Association Construction Award, and the 2012 IDEAS2 award for innovation in structural steel design from the American Institute of Steel Construction.



Joy Bhattacharya, PE
Innovative Transportation Planning and ITS Expert

Education/Training
M.S. Transportation Engineering/Operations Research, University of Delaware

M.Eng Transportation Engineering, University of Tokyo

B.Tech (hons) Civil, Indian Institute of Technology, Kharagpur, West Bengal

Skills
ITS System Review & Needs Assessment

Traffic Operations

Traffic Management Centers

Knowledge of Existing & Emerging Transportation Technologies

Innovative Congestion Management Strategies

Stakeholder Coordination

Experience Summary
Joy is AMG's Vice President of Innovative Transportation Solutions. Joy has in-depth experience in the development, design and implementation of various engineering strategies in major metropolitan areas, including Adaptive/Responsive Traffic Signal Systems and Transit Priority Systems; Incident Management Plans; design of automated Electronic Toll Collection systems; preparation of PS&E for field implementation of CCTV, Changeable Message Signs, Highway Advisory Radio, Ramp Metering and ATMS systems; and freeway and arterial operations using micro-simulation. Local projects to his credit include the GoMentum Station V2X Signal Lab, CAV Program, SAV FM/LM pilot program at San Ramon, Mountain House ATMS, City of Hayward Adaptive Signal Systems, Webster Street SMART Corridor System, SR-4 and I-80 Integrated Corridor Management, and the Santa Clara VTA Capitol Corridor Transportation Study. Joy has been involved with traffic signal systems for over 25 years on design, operations, maintenance, and inspection of signal systems and implementation of backend Traffic Management Centers. Joy spearheaded the effort of planning and building the V2X traffic signal lab at GoMentum Station with the capability of testing applications related to DSRC and CV2X communication. Joy is currently managing the ATSPM grants for the Cities of Hayward, Dublin, San Rafael, Walnut Creek and Concord, which includes implementation of DSRC based Conditional Transit Priorities along corridor and getting high resolution data from the traffic signal system.

Select Relevant Project Experience:

City of Concord
V2X Signal Lab, GoMentum Station, Project Manager
Joy led the design and implementation effort of a state-of-the-art CAV V2X Signal Lab at GoMentum Station, that will be dedicated to research, training, and testing of CAV hardware and software technologies. Traffic engineers in Contra Costa County and the Bay Area will have access to traffic signal cabinets, multiple traffic signal controllers, video detection, DSRC/5G communication, and other traffic signal related equipment, to test the connectivity and safe crossing of CAVs equipped with On-Board Units (OBUs) and traffic signal controllers equipped with DSRC/5G technology. The significance of this effort is that City traffic engineers will no longer need to use their own maintenance shop and scarce resources for testing AV connectivity for safety. The unique environment of the VzX Signal Lab

Joy Bhattacharya, PE Innovative Transportation Planning and ITS Expert

will expose traffic engineers and technicians to the complexities of signal deployment and prepare us for future CAV operations, including setup and maintenance of traffic signal controllers, conflict monitors, load switches, detection and DSRC/5G based communication systems on traffic signal cabinets. The lab offers the opportunity for hands-on experience working with futuristic traffic signals and associated technologies, testing various CAV and DSRC functional services, including collision avoidance, ATSPM, Emergency Vehicle Preemption, Vulnerable User Services, V2V, V2I, V2P, and V2C communications. Additionally, the lab is poised to educate and train signal technicians and traffic engineers in both the public and private sectors.

Alameda and Contra Costa County
I-80 Integrated Corridor Mobility Project, Project Manager
AMG staff were responsible for evaluating the existing system and providing solution by designing, developing, and implementing communication between the field elements and the TMC and between the City TMC and Regional TMC. Staff worked closely with 11 cities and 2 transit agencies to implement the system. AMG staff is responsible for the successful implementation and operation of all the advanced strategies implemented as part of the project. The project included the implementation and integration of traffic and transit operations strategies including adaptive ramp metering, ramp metering priority for transit, traffic operations systems, active traffic management, and incident management along a 19.5-mile section of I-80 between the Bay Bridge Toll Plaza and the Carquinez Bridge. In addition to the freeway improvements, the project consists of local arterial and transit improvements along San Pablo Avenue, including signal synchronization, transit signal priority and flush plan for incidents.

Advanced Traffic Management System (ATMS)
Design for Route 238 Improvements, Project Manager
Joy managed the evaluation and design of an Advanced Traffic Management System with adaptive coordination capabilities. The design plans were completed on a fast-track schedule, and the roadway improvements and signal modifications are now under construction. ITS services for the project included: Developing the ATMS functional requirements: Preparing draft and Final Concept of Operations reports: Analyzing traffic detection and communications requirements and Evaluating adaptive control traffic signal systems and selecting the system that most effectively meets the City's signal system requirements. In addition to preparing traffic signal, pavement delineation and signing plans, Joy also designed the detection and fiber optic/copper signal interconnect at 32 intersections.

Joy Bhattacharya, PE
Innovative Transportation Planning and ITS Expert

Caltrans District 6
Fresno 180 Braided Ramp Design/Fresno, Project Manager-ITS
The overall purpose of the project was to improve traffic operations, reduce congestion, and enhance traffic safety within the freeway-to-freeway interchanges between SR 180, SR41 and SR 168. Joy was the PM for the traffic/ITS work needed for the project. ITS scope of work included the design of and plans for the overhead and roadway signage, the pavement delineation, and the electrical systems on the project.

Alameda County
Webster Street SMART Corridor Project, Project Manager
Joy was as the Project Manager for the Webster Street SMART Corridor Project. The project the developed a TSP system to reduce travel time along five AC Transit lines; designed traffic signal coordination systems along Webster Street and Constitution Way/Lincoln Avenue; designed a new traffic signal at Webster/Pacific Avenues and signal modifications at five intersections; designed and implemented an Advance (VDS); designed and implemented a CCTV system; and implemented an ATIS.



Cristiano Melo, PE, GE
Principal Geotechnical Engineer

Experience Summary

Mr. Melo will serve as the primary point of contact, project manager, and lead geotechnical engineer for BSK's services for this contract. He is a licensed Civil and Geotechnical Engineer in the State of California with over 20 years of experience throughout the San Francisco Bay Area and Central Valley, supporting projects from design of shallow and deep foundations to retaining walls, geotechnical peer reviews, pavement rehabilitation studies, earthwork, hillside grading, site drainage, subgrade stabilization, slope stability analysis, ground improvement, and trenchless excavation. His project support focuses on geotechnical investigations, materials testing, and geotechnical peer review for numerous public works/capital improvements projects, including sewer/water/stormwater pipeline, wastewater treatment plant, pumping station, water tank, public building, parks, and roadway projects designed to Caltrans Standards.

Education/Training

MS, Civil Engineering, University of Idaho

BS, Civil Engineering, University of Idaho

Select Relevant Project Experience:

City of Brentwood

Shea Homes & Shea Trilogy Subdivisions, Independent Geotechnical Peer Review

Mr. Melo performed a peer review of the soil/bedrock expansion mitigation for two subdivisions as part of BSK's on-call geotechnical on-call contract with the City. The objective of the peer review was to provide an independent assessment of the mitigation measures recommended by the Geotechnical Engineers-of-Record for the two subdivisions.

City of Dublin

Fallon Sports Phase 3 Improvements, Lead Geotechnical Engineer

Mr. Melo is the lead geotechnical engineer for new facilities and other improvements at Fallon Sports Park and additional task orders under BSK's on-call agreement with the City. The project included two additional little league fields, cricket field, athletic field lights, sand volleyball courts, play area, and concrete flatwork/terrace seating.

City of Berkeley

1322 Glendale Avenue Retaining Wall, Project Manager and Lead Geotechnical Engineer

An existing retaining wall, approximately 150 feet long and up to about 7 feet high, along the west side of southbound Glendale Avenue

Cristiano Melo, PE, GE
Principal Geotechnical Engineer

near 1322 Glendale Avenue is either failing or allowing subgrade soil underneath to erode. The erosion also caused settlement of the sidewalk, curb, and gutter, and asphalt pavement located behind the retaining wall. BSK performed a site reconnaissance, reviewed existing data, conducted a geotechnical investigation, and provided geotechnical recommendations for repairs. Construction for the new wall replacement started during the fall of 2021 and is due to be completed by the spring of 2022. The City retained BSK during construction to provide limited geotechnical observation services. Mr. Melo was the Project Manager and lead geotechnical engineer.

City of Berkeley
San Pablo Avenue Sanitary Sewer Rehabilitation, Project Manager & Lead Geotechnical Engineer
Mr. Melo served as the Project Manager and lead geotechnical engineer. The project involved the rehabilitation of existing 6- to 10-inch vitrified clay pipe (VCP) sewer main segments located within the Caltrans right-of-way. Borings were strategically located outside the Caltrans right-of-way.

Contra Costa County Public Works
Happy Valley Road Embankment Repair, Project Manager & Lead Geotechnical Engineer
Mr. Melo was the lead geotechnical engineer and Project Manager for the geotechnical investigation for this project which was a task order to BSK's on-call agreement with the County. A landslide removed the asphalt-paved shoulder and a portion of the northbound lane on Happy Valley Road adjacent to an intermittent creek located approximately 1,000 feet southeast of the intersection with Bear Creek Road in unincorporated Contra Costa County. Slope stability analyses were performed for various repair options.

Casa Montego Senior Housing
Satellite Housing/Casa Montego II, Project Manager & Lead Engineer
Mr. Melo served as Project Manager and lead engineer for the geotechnical investigation and earthwork construction observation and testing for 2 interconnected 2-story buildings with a total footprint area of approximately 13,000 square feet. Due to space constraints and the proximity of an existing nearby senior housing building, the cut slope to the south of the site was retained by a soldier pile wall with tiebacks and a three-tiered tieback wall. Both walls had shotcrete facing.

Cristiano Melo, PE, GE
Principal Geotechnical Engineer

City of Oakley
Oakley Recreation Center, Project Manager & Lead Geotechnical Engineer
Mr. Melo was the Project Manager and lead geotechnical engineer for the geotechnical investigation and construction monitoring services for a new recreation center. The project included two approximately 10,000-square foot buildings, an amphitheater, an athletic field with natural turf, asphalt concrete paved parking and driveways, underground utilities, landscaping, and bioswales/infiltration basins.

City of Tracy
Holly Drive and Arbor Avenue Pavement Rehabilitation, Independent Geotechnical Peer Review
Mr. Melo performed a peer review of the geotechnical investigation and pavement rehabilitation measures, particularly focused on full depth reclamation as part of BSK's on-call geotechnical on-call contract with the City. The objective of the peer review was to provide an independent assessment of the soil/bedrock expansion mitigation measures recommended by the Geotechnical Engineers-of-Record for the two subdivisions.

City of Vallejo
New Police Headquarters, Project Manager and Lead Geotechnical Engineer
Mr. Melo serves as the Project Manager and lead geotechnical engineer for the geotechnical investigation. An existing 15-year-old 2-story commercial building with a footprint area of approximately 30,000 square feet is being seismically retrofit to a Risk Category IV, Essential Services Building. Site challenges include shallow groundwater and long-term settlement associated with Bay Mud. To address these challenges, the new building additions will be supported on deep foundations consisting of drilled piers and raising site grade via placement of new fill will be kept to a minimum.

Hayward Area Recreation and Park District
Via Toledo Park, Project Manager and Lead Geotechnical Engineer
Mr. Melo was the Project Manager and lead geotechnical engineer for the investigation of a new neighborhood park with a footprint area of approximately 2 acres. The project includes a half-court basketball court, play areas, fitness equipment, picnic areas, plaza, shade structure, and decomposed granite pathway. He is also managing BSK's support during construction.

Cristiano Melo, PE, GE
Principal Geotechnical Engineer

Stanislaus County

Crows Landing Road Improvements, Geotechnical Engineer

Mr. Melo served as the geotechnical engineer for the pavement rehabilitation and widening of approximately 1,500 feet of Crows Landing Road. Rehabilitation measures being considered include asphalt rubber chip seal interlayer and asphalt concrete overlay, asphalt concrete overlay, and full-depth reclamation.

City of Suisun City

McCoy Creek Trail Phase II, Project Manager and Lead Geotechnical Engineer

Mr. Melo served as the Project Manager and lead geotechnical engineer for the geotechnical investigation extending an existing 10-foot-wide concrete pathway along the western bank of McCoy Creek from Pintail Drive north to Laurel Creek, where a single-span, 175-foot long, prefabricated pedestrian/bicycle bridge will be installed, connecting the north and south banks of Laurel Creek. Other improvements will include shade structures, wayfinding signs, minor landscaping, lighting, and bioretention areas. The total length of the trail will be approximately ¾-mile in length.



Carrie Foulk, PE, GE
Senior Geotechnical Engineer/Geotechnical Group Manager

Education/Training
MS, Civil Engineering, University of California, Berkley

BS, Civil Engineering, University of Washington

Skills
Civil Engineer, California, No. 62240, 2001

Geotechnical Engineer, California, No. 3016, 2013

Experience Summary
Ms. Foulk has over 20 years of geotechnical engineering experience providing geotechnical engineering consulting for public and private sector clients, including local area government agencies, school districts, wastewater districts, and commercial developers. Her expertise covers many levels of project responsibility including scoping, conducting field and laboratory investigations, performing engineering analyses, preparing reports, performing peer reviews, and coordinating and providing construction services.

Select Relevant Project Experience:

Alameda County
Crow Canyon Road Edge Repairs, Independent Geotechnical Peer Review
Ms. Foulk provided a peer review of geotechnical report as part of BSK's geotechnical on-call contract with the County for four locations along the outboard edge of the roadway where slope instabilities were identified. Services were limited to providing an independent assessment of the project report

City of Livermore
On-Call Geotechnical and Materials Testing, Project Manager
Ms. Foulk is the Project Manager of the On-Call Geotechnical Engineering and Materials Testing and Inspection contract with the City. The contract consists of providing materials testing and inspection, geotechnical engineering investigations, and environmental consultation. Projects have included over 60 task orders to-date to include materials testing for roadway and civil infrastructure projects, as well as a geotechnical investigation and infiltration testing for a hydromodification basin project and geotechnical engineer-of-record services for their $8.1 million, 6,750 sf Civic Center Meeting Hall project where BSK assumed the geotechnical engineer-of-record role and supported the project during construction with materials testing and special inspections to include structural steel, reinforced concrete, and miscellaneous various specialty evaluation of construction materials requested by the City.

Carrie Foulk, PE, GE
Senior Geotechnical Engineer/ Geotechnical Group Engineer

City of Pleasanton

On-Call Geotechnical & Materials Testing Services, Project Manager

Ms. Foulk is the Project Manager of the On-Call Geotechnical Engineering and Materials Testing and Inspection Contract with the City of Pleasanton of which BSK has held for the past 15+ years. The contract consists of providing materials testing and inspection, geotechnical engineering investigations, and geotechnical peer reviews.

West Las Positas Boulevard Failure Analysis Investigation

W. Las Positas Boulevard from Santa Rita Road to Interstate 680, Project Manager

The roadway has experienced settlement and cracking over many years and has exhibited accelerated settlement over the last 10 years. The settlement is not limited to the roadway but is widespread in this area, affecting homes and other structures. This part of Pleasanton is underlain by Holocene flood basin deposits. Portions of the roadway and surroundings was former marsh areas. BSK is investigating the subsurface conditions along the length of roadway by drilling and sampling various soil borings. She has been involved with 21 task orders to-date to include: Fire Training Tower – Project included mapping of cracking and fire-related damage to a seven-level concrete training facility structure. Livermore-Pleasanton Fire Department Fire Station #3 – Construction observation and testing of $7.5 million, 8,800-square-foot two-story fire station. Bernal Community Park Phase I and II – Lead geotechnical engineer and Project Manager for the construction phase of the $16 million, 60-acre Bernal Community Park. Independent Geotechnical Peer Review, Kiewit Property – Independent geotechnical engineering assessment of project specific documents for a 181 single-family residential development and associated improvements. Val Vista Park Restroom – Forensic investigation into significant masonry wall cracking, including a geotechnical investigation, laboratory testing and conclusions on cause of cracking and settlement.

Alameda County

Fault Rupture Hazard Evaluation, Independent Geotechnical Peer Review

Ms. Foulk conducted a peer review of the project report for a new residential redevelopment for Alameda County as part of BSK's geotechnical on-call contract with the County. The objective of the review was limited to providing an independent assessment of the report based on the Alquist-Priolo Earthquake Fault Zoning Act of 1972 and California Geological Survey Note 49.

Carrie Foulk, PE, GE
Senior Geotechnical Engineer/ Geotechnical Group Manager

City of Fremont
New Band Pavilion at Central Park, Lead Engineer
Ms. Foulk served as the lead engineer during the geotechnical investigation the new band pavilion at Central Park in Fremont. The project consisted of the complete demolition and reconstruction of the former band pavilion and ancillary improvements.

City of Brentwood
Public Works Administration Building, Senior Geotechnical Engineer
Ms. Foulk performed Geotechnical Senior Review for the preliminary geotechnical investigation for a new administration building. The project consists of an approximately 14,000 square-foot, 1-story, L-shaped building with a slab-on-grade floor. The new building extends over an area currently occupied by a 1-story, approximately 2,000 square foot building, paved paving and driveways, concrete flatwork, and concrete walls.

City of Pleasanton
Yolanda Court Storm Drain Outfall Repair, Geotechnical Peer Review
Ms. Foulk performed geotechnical peer review for the soils investigation for this emergency-type erosion repair project. A slope containing a storm drain outfall failed/eroded during the 2016-2017 rainy season, which resulted in an approximately 20-foot-high scarp along with disconnection and damage of the existing 36-inch corrugated metal pipe.

Alameda County Flood Control and Water Conservation District
Channel Widening, Senior Geotechnical Engineer
Ms. Foulk conducted a geotechnical investigation and recommendations for new sheet pile walls for the purpose of widening an existing flood control channel. This work was conducted under BSK's current geotechnical on-call contract with the County. The subsurface conditions include several layers of liquefiable soils. Recommendations included active pressures and passive resistance based on liquefied soil, seismic increment for the wall, and a site-specific ground motion hazard analysis.



Michael Kibbey
Materials Testing Task Manager

Education/Training
BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

Skills
Engineer-in-Training (E.I.T.), No. 128476, CA

Nuclear Density Gauge

Experience Summary
Mr. Kibbey has nearly 14 years of experience in materials testing and special inspection services involving pavement, masonry, pre-cast concrete, earthwork, foundations, reinforcing steel, concrete, load testing of post-installed anchors/dowels, structural steel, and welding, to name a few. His portfolio of projects includes experience with Caltrans, roadways/highways, bridges, rail, soil nail, tie-back, and gravity walls, mass grading, deep and shallow foundations, hot mix asphalt pavements, and subsurface exploration. His responsibilities have included field activity oversight, planning and staffing, attendance at pre-bid and pre-construction meetings, owner and stakeholder reporting, analysis and communication, providing quality control leadership, including developing quality assurance protocols for laboratory testing, and ensuring contractor's quality control programs are compliant with regulations and meet Agency and owner requirements.

Select Relevant Project Experience:

City of San Ramon
On-Call Materials Testing and Construction Inspection Consulting Services, Project Manager
Mr. Kibbey serves as a Project Manager providing on-call materials testing and construction inspection consulting services for the City of San Ramon through various task orders. Services include grading, paving, minor concrete work, installation and backfill of utilities, welding inspection, and full-depth reclamation (FDR). All work is performed in accordance with Caltrans project special provision requirements and the City's Quality Assurance Program (QAP).

City of San Ramon
Alcosta Boulevard Pavement Rehabilitation, Project Manager
This $3.5 million included the pavement rehabilitation along Alcosta Boulevard that included full-depth reclamation (FDR) to stabilize existing subgrade with cement, overlay and mill and fill treatments with hot-mix-asphalt (HMA), HMA base failure repairs, utility adjustments, adjusting of survey monuments and covers, replacing signal detector loops, and pavement striping and markers. BSK provided materials testing services that included observation of base failure repairs, Quality Assurance (QA) oversight and testing during FDR cement treatment, HMA sampling and testing, and laboratory testing of FDR and HMA materials.

Michael Kibbey
Materials Testing
Task Manager

City of San Ramon
Pavement Management 2021 Project, Project Manager
BSK provided materials testing services on the City of San Ramon's Pavement Management 2021 Project that included slurry seal treatment (90,408 SY), microsurfacing (180,710 SY), and rubber chip seal (121,545 SY) at various locations throughout the city as part of their annual maintenance program. BSK provided quality assurance observation and materials testing services that included sampling and testing of aggregates and emulsions through the duration of the project. BSK's inspectors observed the contractor was performing operations per project specifications and measured the rate of placement of slurry seal/microsurfacing and chip seal. Laboratory testing included sieve analysis, sand equivalent, durability index, LA rattler, percent crushed particles, viscosity, particle charge, residue by evaporation, cone penetration, resilience, and softening point.

City of San Ramon
On-Call Pothole and Miscellaneous Pavement Repairs, Project Manager
BSK provided materials testing and compaction testing services during this on-call pothole repair project along Stoney Creek Drive in San Ramon. BSK observed and tested compaction for the base failure repairs using hot-mix-asphalt. Laboratory testing included Hveem maximum density, HMA oil content, and proctor compaction curves.

City of Richmond
Castro Ranch Road Rehabilitation Project, Project Manager
Mr. Kibbey served as Project Manager providing Quality Assurance (QA) testing services as part of the Construction Management team for this pavement rehabilitation project of Castro Ranch Road from Olinda Road to the City Limit. Services include observation, sampling, and field density testing during subgrade preparation and placement of aggregate base, cold in-place recycling of asphalt pavement, hot mix asphalt (HMA), as well as special inspection and testing services during reinforced concrete construction. All work was performed in accordance with Caltrans and project special provision requirements.

Contra Costa Transportation Authority
State Route 4 Balfour Road Interchange Reconstruction and Bridges, Project Manager and Structure Materials Representative (SMR)
Mr. Kibbey served as Project Manager and Structure Materials Representative (SMR) on the Balfour Road and State Route 4 Interchange project in Brentwood. The project scope included

Michael Kibbey
Materials Testing
Task Manager

lowering Balfour Road raising SR 4 to a primary precast (PC) pre-stressed (PS) concrete overpass bridge. Two other bridges were constructed over Deer Creek, PC/PS and Cast-in-place (CIP). He oversaw the coordination of source inspections, working directly with the Structure Representative and with the Caltrans oversight team on the Balfour segment as well as helped develop the Source Inspection Quality Management Plan (SIQMP) that was prepared specifically for the project.

City of San Mateo
Construction Management (CM) On-Call Materials Testing Services, Project Manager
Mr. Kibbey is serving as Project Manager to provide materials testing services as part of the City of San Mateo CM On-Call. Services include performing compaction testing and observation of subgrade materials, full-depth reclamation (FDR) testing, aggregate base, and hot-mix-asphalt (HMA) paving, HMA batch plant sampling, as well as structural concrete sampling. Task orders to-date include North San Mateo Drive Sustainable Streets, Citywide Street Rehabilitation Phase I, San Mateo Streets Reconstruction Project II.

Stanislaus County
Crows Landing Road Bridge Replacement, Project Manager
The proposed 5-span structure will be a cast-in-place concrete box girder bridge and constructed in two-stages to maintain two lanes of travel during construction. Mr. Kibbey is currently serving as Project Manager providing Quality Assurance (QA) testing services as part of the Construction Management team for the Crows Landing Road Bridge Replacement project over the San Joaquin River located near the unincorporated town of Crows Landing. The new bridge structure will have two 12-foot travel lanes with 4-foot shoulders, as well as a 12-foot center median lane to accommodate safe turning movements. BSK's services include observation, sampling, and field density testing of native subgrade, embankment/structural backfill, and aggregate base, concrete sampling and testing, hot mix asphalt (HMA) sampling and testing, as well as to assist with source inspection coordination and testing. All work is being performed in accordance with Caltrans and project special provision requirements.



Mario Camorongan, PE, CFM, QSD
Senior Project Manager

Experience Summary

Mr. Camorongan is a seasoned civil engineer with over 40 years of experience in municipal engineering design. Prior to joining CSG, he served as Senior Civil Engineer/CIP Manager for the City of Concord.

Education/Training

Bachelor of Science, Civil Engineering

University of Pangasinan
Philippines

Professional Civil Engineer
State of California | 32617

Professional Civil Engineer
State of Washington | 22052

Professional Civil Engineer
State of Oregon | 14657

Professional Civil Engineer
Philippines | 16996

Certified Floodplain Manager, ASFPM
US-08-03613

Certified QSD/QSP
20442

Affiliations

Filipino-American Society of Architects and Engineers (FASAE)

Past President 2004-2005
Past Chairman of the Board

Select Relevant Project Experience:

Mountain House Community Services District
Development Project Manager/Resident Engineer

Mr. Camorongan is providing project management and review of submittals. He provides project oversight as a Resident Engineer in support of the inspector on a number of parks and landscape projects such as A3 Mini Park, A4/A5 Mini Park, Neighborhood (NH) A, B2/B3, B4/B5 In-Tract Landscaping projects.

City of Concord
Capital Improvement Program, Senior Civil Engineer/CIP Manager

Mr. Camorongan worked in incremental responsibilities from a Public Works Engineer III to a Senior Civil Engineer/CIP Manager for the City of Concord. As a Senior Civil Engineer, Mr. Camorongan was responsible for managing the Capital Improvement Program of the Engineering Division and the delivery of capital projects through the preparation of plans and specifications and provided construction management. He prepared and reviewed project descriptions, outlined the scope of projects, design criteria, necessary information, special studies, and necessary scheduling and coordination, reviewed the work of engineering consultants for compliance with contracts, as well as responded to questions and complaints from contractors and the general public. Additionally, Mr. Camorongan was primarily responsible for the development of the City's capital project budget and a designated Single Point of Contact (SPOC) to Caltrans, MTC, and CCTA.

City of Pleasant Hill
Luk and Associates, Project Manager

As Project Manager, Mr. Camorongan supervised staff assigned to each project. He prepared construction specifications and bid proposals for various projects and prepared grading and improvement plans for various schools, storage facilities, single family and multi-family subdivisions, fire department stations, animal shelters, juvenile justice facilities, shopping centers, and other commercial developments using AutoCad.

Mario Camorongan, PE, CFM, QSD Senior Project Manager

Affiliations (continued)
Member Teaching Staff (EIT Review)

American Public Works Association (APWA)

City of Martinez
Engineering Collaborative, Vice President
Mr. Camorongan was responsible for the formulation and administration of company policies and development of long-range goals and objectives. He developed marketing plans and interacted with clients, developed strategies for personal and professional growth of employees, and provided plan checking of grading and improvement plans, parcel and final maps, and related documents for various cities.

City of Walnut Creek
Stedman and Associates, Engineering Supervisor
Mr. Camorongan planned, developed, coordinated, and directed large engineering projects, as well as small projects with many complex features. He developed and evaluated plans and criteria for the variety of projects and activities carried out by subordinates. Mr. Camorongan also performed structural calculations, hydrology and hydraulic calculations, engineer's cost estimates, and earthwork quantities.

City of Concord
Santina and Thompson, Project Engineer
As a Project Engineer, Mr. Camorongan performed structural analysis on concrete retaining walls, sound walls, slope protection structures, and bridge widening projects. He designed grading, utility, and improvement plans for various subdivisions, included designed various capital improvement projects for various types of construction specifications for the City of Dublin.



Lawrence Lau, PE, PLS, QSD/P
CIP Manager

Experience Summary

Mr. Lau has over 27 years of civil engineering design and project management experience. He possesses a strong technical background in the master planning, design, and construction of Caltrans and local roadways, complete streets, roundabouts, parking lots, drainage and utility improvements for public agencies. He is also experienced in site layout, grading, drainage, and backbone infrastructure improvements for low, medium, and high density residential and mixed-use developments.

Education/Training

Bachelor of Science in Civil Engineering
California Polytechnic State University

Professional Civil Engineer
State of California | C57397

Professional Land Surveyor
State of California | L7934

Qualified Stormwater Designer/Practitioner | 23449

Affiliations

APWA

American Council of Engineering Companies

East Bay Chapter
Past President (2013-2014)

American Society of Civil Engineers

Select Relevant Project Experience:

City of East Palo Alto
Addison Ave. Safe Routes to Schools and Green Street Improvements, Project Manager

Mr. Lau served as the Project Manager for enhancements to pedestrian and bicyclist accessibility and safety within a residential area by installing new bicycle and pedestrian facilities and sustainable green street features. Mr. Lau led a community outreach meeting at the beginning of design stage to listen to the community and stakeholder's concerns.

Town of Colma
Mission Road Bicycle and Pedestrian Improvement Project, Project Manager

Mr. Lau served as the Project Manager for the design of bicycle and pedestrian improvements in the Town of Colma. The project involved the planning, design and implementation of a number of safety related improvements for the pedestrians, bicyclists and vehicles along Mission Road between El Camino Real and Lawndale Boulevard. The anticipated improvements include addition of new sidewalk to provide continuous safe and accessible pedestrian route, extension of Class II bicycle lanes on northbound direction, construction of bulbouts and high visibility crosswalks with pedestrian flashing beacons, installation of energy efficient street lights, relocation and reconstruction of the existing curb, gutter, sidewalk and non-ADA compliant ramps and driveway approaches, and construction of landscape planters for drainage and stormwater treatment purposes

Lawrence Lau, PE, PLS, QDS/P
CIP Manager

City of Pleasanton

Bernal Ave. and Nevada Street Intersection Project, Project Manager

Mr. Lau managed the design of a protected intersection, an innovative approach to expand both the northwest and southwest corners of the intersection of Bernal Avenue and Nevada Street with a 30 feet radius and ADA-compliant curb ramps. The design aspects of the project included ADA-compliant curb ramps, driveway approach, sidewalk, curb & gutter, a drainage inlet, adjustment to utility covers, roadway resurfacing, and modification to an existing drainage inlet.

City of Albany

Marin Ave. Pavement & Curb Rehabilitation Project, Project Manager

Mr. Lau managed the review, evaluation, recommendation, and design of pavement rehabilitation treatment alternatives along Marin Avenue and other eleven collector and local roads for the City. The project scope included assessment of existing site conditions, selection of pavement treatment types, repair of base failures, crack sealing, pavement patch and leveling, preservation of existing survey monuments, reconstruction of curb ramps to meet ADA requirements, repair of failed curb, gutter and sidewalk, reinstallation of new bike lanes and traffic signal detector loops, pavement markings and striping, and adjustment of existing utilities to pavement finished grade. Mr. Lau also attended a workshop to present the findings from the field investigations and establish guiding principles for curb ramp design, pavement treatments and modifications to existing striping and signage.



David Rubcic, PE, PLS
City Surveyor

Experience Summary

Mr. Rubcic is a professional engineer with over 36 years of experience in all phases of municipal engineering including capital improvement projects, subdivision improvements, land developments, inspection, and master planning. Prior to joining CSG, Mr. Rubcic served the City of Hollister for 22 years, starting as an Assistant Engineer and ending his services as Interim City Engineer. As part of his role with the City of Hollister, Mr. Rubcic met with the public in workshops and other meetings including one-on-one discussions for negotiations of right-of-way acquisition, project meetings, and general community outreach. For CSG, Mr. Rubcic provided map review for developments for the Town of Windsor, Mountain View, Monte Sereno, San Leandro, and many other agencies in the area. He also performs development review for the City of Rohnert Park as part of an on-call development and map review contract.

Education/Training
Bachelor of Science, Industrial Technology Construction Option with Architectural Emphasis
California State University

Professional Civil Engineer
State of California | C57601

Professional Land Surveyor
State of California | L7994

Select Relevant Project Experience:

City of Marina
Development and Map Review, Project Manager

Mr. Rubcic serves as CSG's Project Manager overseeing the review of multiple developments within the City. Notable projects include but are not limited to: Sea Haven/Marina Heights Development- 240-acre site will include over 1,000 new townhouse and single-family residential units, and will include 35 acres of parks, greenbelts, and open space. The Dunes Residential Development- multiple phased of development. His responsibilities have included the review of Final Maps and the associated improvement plans for each phase. He has also performed several Tentative Map conformance reviews and a Tentative Map amendment review. Marina Station- 246.2 Acres consisting of 1360 residential units, commercial, industrial, office, parks, trails. He has already preformed a Tentative Map Conformance Review and participates in project meetings with the developer.

City of Gilroy
Project Manager, City Surveyor

Mr. Rubcic currently serves as the CSG Project Manager and the City Surveyor where he has reviewed several Lot Line Adjustments, easements, certificate of compliance proposals and a Project Review for the compliance with existing maps on difficult properties involving a Court Judgment. He is currently reviewing a 67 Lot residential subdivision as part of the Glen Loma master planned Development.



Suzanne Avilla, AICP
Principal Planner

Experience Summary

Ms. Avila is a planning professional with over 30 years of experience in municipal planning.

Select Relevant Project Experience:

Town of Los Altos Hills
CSG Contract Planner
Ms. Avila provided project management services to the Town of Los Altos Hills on Pathway Fee Nexus Study, Pathway Map update and Green Infrastructure Plan.

Town of Colma
CSG Contract Planner
Ms. Avila provides planning manager staff augmentation for current and long-range planning initiatives.

Town of Portola Valley
CSG Contract Planner
Ms. Avila is currently providing housing policy and current planning assistance to the Town.

Town of Altos Hills
Planning Director
As Planning Director, Ms. Avila oversaw and managed Planning and Building operations and code enforcement; supervised staff and consultants and prepared performance reviews; reviewed and rendered decisions on projects at Site Development and Fast Track hearings; prepared reports and presentations and attended all Planning Commission and City Council meetings. She also met with residents and design professionals to facilitate application processing and to resolve issues, interfaced with volunteer committee members, prepared ordinance and General Plan element updates, reviewed and processed annexations and development applications, and conducted building permit plan checks.

Experience
30 years

Education/Training
Bachelor of Arts, Environmental Studies
California State University, East Bay | Hayward, CA

Graduate Coursework Environmental Studies/Urban Planning
San Jose State University | San Jose, CA

Affiliations
American Institute of Certified Planners

Suzanne Avila, AICP
Principal Planner

Town of Los Gatos
Senior Planner
Ms. Avila performed current planning functions as the project planner for complex planning applications including planned developments, architecture and site, subdivisions and use permits; hillside development; and historic preservation (CLG Coordinator and staff liaison). She also processed annexations, performed construction management and building plan check, prepared staff reports, and held site analysis meetings with design professionals and residents.
Her advance planning responsibilities included General Plan and Housing Element updates, Tree Protection Ordinance updates, creation and adoption of Commercial Design Guidelines and Hillside Development Standards and Guidelines, establishment of architectural and geotechnical peer review processes, preparation of consultant RFPs and contracts, managing Environmental, Arborist and Architectural consultants, consultant selection, and community workshops for the North 40 Specific Plan.

City of Palo Alto
Contract Planner
For the City of Palo Alto, Ms. Avila was responsible for commercial and industrial projects requiring approval by Architectural Review Board, Zoning Administrator or Planning Commission; environmental review; site visits and field work; building permit plan check; and pre-application meetings with design professionals and business owners.

City of Sunnyvale
Contract Planner
For the City of Sunnyvale, Ms. Avila worked at the One-Stop Permit counter as part of the express plan check team; provided zoning information; reviewed business license and home occupation applications; processed staff level planning and design review applications; updated brochures and informational handouts; served as project planner for commercial and industrial projects; performed environmental review; and worked on annexation of County pockets.

Town of Altos Hills, Associate Planner
Ms. Avila performed site analysis meetings with residents and design professionals; reviewed development, subdivision, variance, conditional development permit and conditional use permit applications; prepared staff reports to Planning Commission and City Council; and attended Site Development, Planning Commission and City Council meetings.



Brian M. Brown, MPA
Principal

Experience Summary

Mr. Brown has over 15 years of experience in the formation and administration of Special Financing Districts in the state of California. Prior to joining Francisco & Associates, Brian was a Director of Public Finance at Harris & Associates and an Associate Director at NBS where he worked with public agencies throughout the State of California in addressing their revenue needs. Brian has successfully developed financial and managerial solutions to help municipalities better manage their special financing districts. He has formed and administered special financing districts formed under a variety of California statutes, including, but not limited to the Mello-Roos Community Facilities Act of 1982, Improvement Act of 1913, Municipal Bond Act of 1915, Landscape and Lighting Act of 1972, and Benefit Assessment District Act of 1982. Mr. Brown is responsible for performing various tasks pertaining to all aspects of the formation and administration of Special Financing Districts. These duties include creating and implementing financing strategies, developing tax and assessment methodologies, audits, the creation and development of budgets, district and project fund closeouts, initial bond disclosure analysis, annual administration services, continuing disclosure services, statutory compliance, preparation of reports, data manipulation, council presentations, community outreach, and management of the databases associated with the special financing districts.

Education/Training

California State University Northridge, Master's in Public Administration (Public Sector Management)

San Diego State University, Business Administration (Finance)

Affiliations

California Society of Municipal Finance Officers (CSMFO)

Municipal Management Association of Southern California (MMASC)

Committee on Assessments, Special Taxes, & Other Financing Facilities (CASTOFF)

Select Relevant Project Experience:

Maintenance Assessment Districts

- City of Brentwood, CA, Landscape and Lighting Districts (60+ separate districts)
- City of Brentwood, CA, Citywide Park Assessment District
- Carmel Valley Recreation & Park District, CA, Park Maintenance Assessment District
- City of Chula Vista, CA*, Open Space Districts (30+ separate districts and zones)
- City of Campbell, CA, Lighting and Landscaping District LLA-1
- City of Concord, CA, Citywide Street Lighting District
- City of Concord, CA, Landscape and Lighting District No. 3, Pine Hollow, and Downtown
- Cordova Recreation & Park District, Landscape and Lighting/Park
- City of Dublin, CA, Street Light/Landscape and Lighting Districts

Brian Brown, MPA
Principal

- City of Elk Grove, CA*, Street/Street Light Maintenance District No. 1 (2 districts)
- City of Lincoln, CA*, Benefit Assessment District No. 1
- City of Livermore, CA, Landscape and Lighting Districts (90 + separate districts)
- City of Maywood, CA, Street Lighting Assessment District
- City of National City*, CA, Landscape and Lighting District No. 1 (Mile of Cars)
- City of Oakland, CA, Citywide Landscape and Lighting District
- City of Oxnard, CA*, SFD Audits (50+ districts)
- City of Rancho Cordova, CA, Landscape & Lighting/Transit Districts (4 districts)
- City of Solvang, CA, Landscape & Lighting Maintenance District No. 2004-1
- Southgate Recreation & Park District, Landscape and Lighting Districts (multiple districts and zones)

Mello-Roos Community Facilities Act of 1982

- Association of Bay Area Governments*, Windemere CFD No. 2004-2
- City of Brentwood, CA, CFD No. 2, 3, 4 & 5
- City of Campbell, CA, Community Facilities District No. 2
- City of Chula Vista, CA*, Community Facilities Districts (25+ separate districts)
- City of Clayton*, CA, CFD No. 1990-1, 1990-2, 2006-1, and 2007-1
- Cordova Recreation & Park District, Community Facilities Districts (5 districts)
- Contra Costa County, CA, Administration of CFDs
- City of Elk Grove, CA*, CFD No. 2002-1, 2003-1, 2003-2, 2005-1, and 2006-1
- City of Laguna Beach, CA*, Utility Undergrounding CFD Study
- City of Lincoln, CA*, Community Facilities District No. 1998-1 (Lincoln Airpark)
- City of Livermore, CA, Administration and Formation of CFDs
- City of Napa, CA, Community Facilities District No. 2017-1
- City of Oakland, CA, Wood Street and Gateway Industrial CFDs
- City of Rancho Cordova, CA*, Administration and Formation of CFDs
- City of San Ramon, CA, CFD No. 2014-1
- Southgate Recreation & Park District, Community Facilities District Districts (2 CFDs)

Brian Brown, MPA
Principal

Special Tax Districts

- City of Dublin, CA, Emergency Medical Services Special Tax
- City of Lincoln, CA*, Community Facilities District No. 1998-1
- City of Oakland, CA, Special Taxes (7 special taxes)
- City of Rancho Cordova, CA, Police Services Special Tax

1913/1915 Act Assessment Districts

- Association of Bay Area Governments*, Windemere Ranch Assessment District
- City of Anderson, CA, Riverside Avenue East Assessment District
- City of Antioch, CA*, Assessment Districts (4 districts)
- City of Brentwood, CA, Assessment Districts (10 separate districts)
- City of Carlsbad, CA*, Assessment Districts (multiple districts)
- City of Chula Vista, CA*, Assessment Districts (5+ separate districts)
- City of Hercules, CA*, Assessment District No. 2005-1 (John Muir) and (Alfred Nobel)
- City of Lincoln, CA*, Twelve Bridges Assessment District No. 1995-1 (Series 1999-1 and 2001-1) and Foskett Ranch Assessment District No. 2004-2
- City of Merced, CA, Fahrens Park Assessment District
- County of San Diego, CA*, Assessment District No. 4-S
- Hidden Valley Lakes Community Services District, CA*, (multiple districts)
- Lower Lake County Water District, CA*, Assessment District No. 1



Joe Francisco, PE
Principal

Experience Summary

Mr. Francisco founded Francisco and Associates in 2000 and has served as Principal since the company was established. Mr. Francisco is a Registered Civil Engineer in the State of California and will be your Quality Control Engineer responsible for reviewing all aspects of your project. Mr. Francisco has more than thirty-five (35) years of professional Public Financing and Assessment Engineering experience. He has served as Project Manager, Quality Control Engineer, and Technical Advisor for the formation and administration of over 150 Special Financing Districts pursuant to the Landscape & Lighting Act of 1972, 1913 Municipal Improvement Act, Mello-Roos Community Facilities Act of 1982, Fire Suppression District Act, Benefit Assessment Act of 1982, Property and Business Improvement Law of 1994, and Special Fee and Tax Districts. His experience also extends to the State of Nevada, having formed special financing districts under the authority of the Nevada Revised Statues. Mr. Francisco is extremely familiar with all the requirements of forming and administering Landscape & Lighting Assessment Districts. He has prepared numerous benefit spread methodologies, Engineer's Reports, Proposition 218 compliance reviews, conducted Proposition 218 elections, prepared and mailed required legal notices and ballots, etc. Prior to forming Francisco & Associates, Mr. Francisco was the Public Financing Chairman for the City of San Diego, responsible for the formation and administration of all their special financing districts. This position required coordination between the City Attorney, City Auditor, City Engineer, Finance Director, and the City Treasurer along with outside Financial Advisors, Legal Counsels, Bond Underwriters, Developers and Property Owners. After working for the City of San Diego for twelve (12) years, Mr. Francisco joined Willdan Associates (which acquired Muni-Financial, a Financial Services Firm) in Southern California as their Southern California Assessment Engineer. Two (2) years later, he joined Berryman & Henigar's Management & Finance Division and worked with them for over seven (7) years. His last position at Berryman & Henigar was Vice President in charge of the Northern California Management & Finance Division, responsible for the formation and administration of their special financing districts.

Education/Training

San Diego State University, B.S.C.E., Civil Engineering

Professional Engineer, California, No. 40688

Professional Engineer, Nevada, No. 12316

Affiliations

APWA

American Society of Civil Engineers

Municipal Management Assistants of Northern California

Joe Francisco, PE
Principal

Select Relevant Project Experience:

The following includes a partial listing of financing district projects Mr. Francisco has worked on during his career.

Acquisition Audits

- City of Davis, CA, Mace Ranch CFD, Clark County, NV, Various Special Improvement District
- County of Orange, CA, Rancho Santa Margarita CFD Series B
- County of Orange, CA, Rancho Santa Margarita CFD Series E

Assessment Districts Confirmed per Article XIIID of the California State Constitution (Proposition 218)

- Ambrose Recreation and Park District, CA, Districtwide Landscape Maint. Dist.
- City of Antioch, CA, Street Lighting and Landscape Maintenance Districts
- City of Brentwood, CA, Brentwood Landscape and Lighting Districts (60+ Dist.)
- City of Clovis, CA, Landscape Maintenance District No. 1
- City of Concord, CA, Citywide Street Lighting District
- City of Concord, CA, Downtown Landscape Maintenance District
- City of Concord, CA, Pine Hollow Landscape Maintenance District,
- Contra Costa County, CA, Landscape and Lighting District No. (LL-2),
- Town of Danville, CA, Citywide Street Lighting Maintenance District No. 1983-1
- City of Encinitas, CA, Landscape Maintenance District No. 1
- Fairfield-Suisun Sewer District, CA, Sewer Service Charge
- City of Hayward, CA, Maintenance District No. 1 & 2
- City of Hayward, CA, Landscape Maintenance District
- City of Livermore, CA, Downtown Maintenance District
- City of Novato, CA, Eucalyptus Avenue Assessment District
- City of Oakland, CA, Wildfire Prevention Assessment District
- City of Rohnert Park, CA, Citywide Fire Suppression District, -Santa Clara County, CA, County Lighting Service Area Assessment District
- City of Solvang, CA, Solvang Mesa Landscape & Lighting District No. 2004-1
- City of Sunnyvale, CA, Downtown Parking Assessment District
- City of Sunnyvale, CA, Conway Road Assessment District

Benefit Assessment Act of 1982

- City of Rancho Cucamonga, CA, Benefit Assessment District 90-1
- City of Vista, CA, Street Maintenance District
- City of Clovis, CA, Benefit Assessment District No. 95-1
- City of Lincoln, CA, Benefit Assessment District No. 1

Joe Francisco, PE
Principal

Cost Reimbursement Districts

- City of San Diego, CA, International Business Center Cost Reimb. District
- City of San Diego, CA, Mesa Shopping Center Cost Reimbursement District

Fee Districts

- City of Brentwood, CA, Sewer Standby Charge
- City of Brentwood, CA, Water Standby Charge
- City of Concord, CA, Sewer Service Charge
- Fairfield-Suisun Sewer District, CA, Sewer Service Charge
- City of Livermore, CA, Sewer Service Charge
- City of Norwalk, CA, Sewer Service Charge
- City of Oakland, CA, Sewer Service Charge

Fire Suppression Districts

- City of Oakland, CA, Wildfire Prevention Assessment District
- City of Rohnert Park, CA, Citywide Fire Suppression District

Geological Hazard Abatement Districts

- Canyon Lakes Geological Hazard Abatement District
- Hillcrest Heights Geological Hazard Abatement District
- Leona Quarry Geological Hazard Abatement District
- Oakland Area Geological Hazard Abatement District
- SW Pittsburg Geological Hazard Abatement District
- Weidemann Ranch Geological Hazard Abatement District
- Wendt Ranch Geological Hazard Abatement District

Maintenance Assessment Districts

- City of Alhambra, CA, Citywide Lighting and Landscape Maintenance District
- Ambrose Recreation and Park District, CA, Landscape Maintenance District
- City of Antioch, CA, Street Lighting and Landscape Maintenance Districts
- Arden Manor Recreation and Park District, CA, Districtwide Landscape Maintenance District
- City of Brentwood, CA, Landscape and Lighting Districts (60+ districts)
- City of Brentwood, CA, Citywide Park Assessment District, -City of Clovis, CA, Landscape Maintenance District No. 1
- City of Concord, CA, Citywide Street Lighting District
- City of Concord, CA, Downtown Landscape Maintenance District
- City of Concord, CA, Landscape and Lighting District No. 3

Joe Francisco, PE
Principal

- City of Concord, CA, Pine Hollow Estates Landscape and Lighting District
- Contra Costa County, CA, Landscape and Lighting District No. (LL-2)
- Town of Danville, CA, Street Lighting Maintenance District No. 1983-1
- East Bay Regional Park District, CA, Districtwide Landscape Maint. District
- City of Oakley, CA, Street Lighting and Landscape Assessment District No. 1
- Ortega Trails Recreation and Park District, CA, Wildomar Assessment District No. 68-4632 & No. 68-4633
- City of Sacramento, CA, Additional Library Services No. 96-2
- Santa Clara Open Space Authority, CA, Open Space Assessment District
- Santa Clara County, CA, County Lighting Service Area
- City of Santa Fe Springs, CA, Citywide Lighting and Landscape Maint. District
- City of Seal Beach, CA, Citywide Lighting and Landscape Maintenance District
- City of Solvang, CA, Solvang Mesa Landscape Maintenance District
- City of Sunnyvale, CA, Downtown Parking Assessment District
- City of Vista, CA, La Mirada Canyon Landscape Maintenance District
- City of Vista, CA, Special Lighting Assessment District No. 1

Mello-Roos Community Facilities Act of 1982

- City of Brentwood, CA, CFD No. 2, 3, 4 & 5
- City of Campbell, CA, CFD No. 2
- City of Clayton, CA, CFD No. 1
- Contra Costa County, CA, CFD Nos. 2006-1, 2008-1 and 2010-1
- Cordova Recreation & Park District, CA, CFD Nos. 01-1, 04-1, 14-1, 16-1, 16-2
- Town of Danville, CA, CFD No. 97-1
- City of Davis, CA, Mace Ranch CFD ,-
- City of Desert Hot Springs, CA, Public Safety CFD 93-1
- City of Hercules, CA, CFD No. 2017-1
- City of Huntington Beach, CA, Ellis-Goldenwest CFD 1990-1
- City of Lincoln, CA, CFD Nos. 2004-1, 2004-1, 2016-1
- City of Livermore, CA, CFD Nos. 2012-1, 2015-1, 2016-1
- City of Napa, CA, CFD No. 2017-1
- City of Oakland, CA, Rockridge CFD
- City of Oakley, CA, CFD Nos. 1 (Cyprus Grove), 2005-1, and 2015-2, -County of Orange, CA, CFD 87-5B, Rancho Santa Margarita
- County of Orange, CA, CFD 87-5E, Rancho Santa Margarita

Joe Francisco, PE
Principle

- City of San Diego, CA, Miramar Ranch North CFD 90-1
- City of San Jose, CA, North Coyote Valley CFD No. 5
- City of San Jose, CA, Great Oaks – Route 85 CFD No. 6
- City of San Ramon, CA, CFD No. 2014-1
- City of Sunnyvale, CA, CFD No. 1 and 3
- City of Victorville, CA, Western Addition CFD 90-1
- City of Vista, CA, Hacienda Drive and Buena Vista Creek CFD 90-2
- City of Vista, CA, North County Square CFD 92-1

Mosquito and Vector Abatement Districts

- Contra Costa County Mosquito and Vector Control Assessment District, CA
- Santa Clara County Mosquito and Vector Control Assessment District, CA
- Shasta County Mosquito and Vector Control Assessment District, CA

Municipal Improvement Act of 1913

- City of Anderson, CA, Riverside Avenue East Assessment District
- City of Brentwood, CA, Assessment Districts (11 separate districts)
- City of Chula Vista, CA, Assessment Districts (10 separate districts)
- City of Desert Hot Springs, CA, Arroyo Vista Assessment District No. 92-1
- City of Desert Hot Springs, CA, Arroyo Vista Assessment District No. 93-2
- City of Desert Hot Springs, CA, Two Bunch Palms Trail Assessment District 91-1
- City of Lake Elsinore, CA, Assessment Districts 86-1, 90-1 and 93-1,
- City of Long Beach, CA, Downtown Transportation Assessment District, City of Newark, CA, AD Nos. 26, 30, 31, 32, 33, and 34, - City of Merced, CA, 16th Street Assessment District
- City of Merced, CA, Liberty Park and Fahrens Assessment Districts
- City of Merced, CA, North Merced Sewer Improvement District
- City of Newark, CA, Assessment Districts (8 separate districts)
- City of Novato, CA, Eucalyptus Avenue Assessment District
- County of Orange, CA, Irvine Coast Assessment District No. 88-1
- City of San Clemente, CA, Lane Forester Ranch No. 98-1
- City of San Clemente, CA, Undergrounding Utility District
- City of San Diego, CA, International Business Center Assessment District
- City of San Diego, CA, Mission Valley Heights Assessment District
- City of San Diego, CA, Black Mountain Road Assessment District
- City of Sunnyvale, CA, Conway Road Assessment District

Joe Francisco, PE
Principle

- San Joaquin Area Flood Control Agency, CA, Flood Protection Restoration Assessment District No. 96-1
- City of Vista, CA, Huff and Date Street Assessment District No. 86-2
- City of Vista, CA, Oceanside Blvd., and Melrose Drive Improvement District No. 80-2R
- City of Vista, CA, Raceway Basin Assessment District No. 86-1
- City of Vista, CA, Sycamore Industrial Park Assessment District No. 81-2R

Special Tax Districts

- Acalanes Unified High School District, CA, School Parcel Tax
- Hayward Area Recreation and Park District, CA, Park Special Tax, Knightsen Town Community Services District, CA, Flood Control Special Tax
- City of Livermore, CA, Livermore Emergency Medical Services Tax
- City of Livermore, CA, Storm Water Tax
- Livermore Area Recreation & Park District, CA, Livermore Special Tax District 97-1
- Livermore Joint Unified School District, CA, School Parcel Tax
- City of Newark, CA, Citywide Emergency Medical Services Tax
- Novato Unified School District, CA, School Parcel Tax
- City of Oakland, CA, Citywide Library Tax
- City of Oakland, CA, Oakland Emergency Medical Services Tax
- City of Oakland, CA, Oakland Paramedic Services Tax
- City of San Jose, CA, Citywide Library Services Tax
- San Ramon Valley Unified School District, CA, School Parcel Tax



Eduardo Espinoza, PE
Principal-in-Charge/Assessment Engineer

Education/Training
University of Florida,
B.S.C.E., Civil Engineering
Graduated 2007

Affiliations
American Society of Civil Engineers

American Public Works Association

Municipal Management Assistants of Northern California

Committee on Assessments, Special Taxes, & Other Financing Facilities (CASTOFF)

Experience Summary
Prior to joining Francisco & Associates, Eduardo was a Project Engineer for Kimley-Horn and Associates, Inc. and worked on public and private sector projects including the preparation and analysis associated with due diligence reports for commercial and residential development, Flood Control and Water Quality Improvements, Roadway Improvements, Watershed Management Plans, and Environmental Impact Studies. Eduardo was responsible for civil improvements design including plan preparation and was a point of contact with clients and contractors. Eduardo also has extensive experience in the use of GIS and its various applications. This experience includes shapefile and geodatabase creation and manipulation for all aspects of mapping and layer management. At Francisco and Associates, Eduardo has served as Project Manager and Quality Control Engineer for the formation and administration of over 100 Special Financing Districts pursuant to the 1913 Municipal Improvement Act, Landscape & Lighting Act of 1972, Mello-Roos Community Facilities Act of 1982, Benefit Assessment Act of 1982, and Special Fee and Tax Districts. Eduardo is responsible for performing various tasks pertaining to all aspects of the formation and administration of Public Finance Districts. These duties include implementing and creating benefit assessment methodologies, preparation of Engineer's Reports, Council and Board presentations, community outreach meetings, design of factual informational brochures, GIS mapping and data manipulation, and creation and administration of the databases associated with the assessments and special taxes. Mr. Espinoza is extremely familiar with the requirements pertaining to the formation and administration of the various Financing Districts used throughout California. He has served as Quality Control Engineer and Project Manager responsible for the preparation of Engineer's Reports, Proposition 218 Compliance, Special Tax Formulas, Continuing Disclosure Reports, CDIAC Reports, R&T 163 Reports, Assessment District Segregations, Delinquency Administration, GIS Maps, Assessment Diagrams, etc.

Select Relevant Project Experience:

Assessment Districts Confirmed per Article XIIID of the California State Constitution (Proposition 218)

- City of Brentwood, CA, Brentwood Landscape and Lighting Districts (60+ Dist.)
- City of Clovis, CA, Landscape Maintenance District No. 1

Eduardo Espinoza, PE
Principal-in-Charge/Assessment Engineer

- City of Concord, CA, Citywide Street Lighting District
- City of Concord, CA, Downtown Landscape Maintenance District
- City of Concord, CA, Pine Hollow Landscape Maintenance District
- Town of Danville, CA, Citywide Street Lighting Maintenance District No. 1983-1
- City of Hayward, CA, Maintenance District No. 1 & 2
- City of Hayward, CA, Landscape Maintenance District
- Santa Clara County, CA, County Lighting Service Area Assessment District
- City of Solvang, CA, Solvang Mesa Landscape & Lighting District No. 2004-1
- City of Sunnyvale, CA, Downtown Parking Assessment District
- City of Sunnyvale, CA, Conway Road Assessment District

Benefit Assessment Act of 1982

- City of Clovis, CA, Benefit Assessment District No. 95-1
- City of Lincoln, CA, Benefit Assessment District No. 1

Fee Districts

- City of Brentwood, CA, Sewer Standby Charge
- City of Brentwood, CA, Water Standby Charge
- City of Concord, CA, Sewer Service Charge
- City of Livermore, CA, Sewer Service Charge
- City of Norwalk, CA, Sewer Service Charge

Geological Hazard Abatement Districts

- Canyon Lakes Geological Hazard Abatement District
- Hillcrest Heights Geological Hazard Abatement District
- Leona Quarry Geological Hazard Abatement District
- Oakland Area Geological Hazard Abatement District
- SW Pittsburg Geological Hazard Abatement District
- Weidemann Ranch Geological Hazard Abatement District
- Wendt Ranch Geological Hazard Abatement District

Maintenance Assessment Districts

- City of Brentwood, CA, Landscape and Lighting Districts (60+ districts)
- City of Brentwood, CA, Citywide Park Assessment District
- City of Clovis, CA, Landscape Maintenance District No. 1
- City of Concord, CA, Citywide Street Lighting District
- City of Concord, CA, Downtown Landscape Maintenance District
- City of Concord, CA, Landscape and Lighting District No. 3
- City of Concord, CA, Pine Hollow Estates Landscape and Lighting District

Eduardo Espinoza, PE
Principal-in-Charge/Assessment Engineer

- Town of Danville, CA, Street Lighting Maintenance District No. 1983-1
- City of Hercules, Landscape and Lighting Assessment Districts (5 districts)

Mello-Roos Community Facilities Act of 1982

- City of Brentwood, CA, CFD No. 2, 3, 4 & 5
- City of Campbell, CA, CFD No. 2
- Contra Costa County, CA, CFD Nos. 2006-1, 2008-1 and 2010-1
- Cordova Recreation & Park District, CA, CFD Nos. 01-1, 04-1, 14-1, 16-1, 16-2
- City of Hercules, CA, CFD No. 2017-1
- City of Lincoln, CA, CFD Nos. 2004-1, 2004-1, 2018-1, and 2018-2
- City of Napa, CA, CFD No. 2017-1
- City of Oakland, CA, Rockridge CFD
- City of Oakley, CA, CFD Nos. 1 (Cyprus Grove), 2005-1, and 2015-2
- City of San Ramon, CA, CFD No. 2014-1
- City of Sunnyvale, CA, CFD No. 1 and 3

Mosquito and Vector Abatement Districts

- Contra Costa County Mosquito and Vector Control Assessment District, CA

Municipal Improvement Act of 1913

- City of Anderson, CA, Riverside Avenue East Assessment District
- City of Brentwood, CA, Assessment Districts (11 separate districts)
- City of Lake Elsinore, CA, Assessment Districts 86-1, 90-1 and 93-1
- City of Newark, CA, AD Nos. 26, 30, 31, 32, 33, and 34
- City of Merced, CA, 16th Street Assessment District
- City of Merced, CA, Liberty Park Assessment District
- City of Merced, CA, North Merced Sewer Improvement District
- City of Merced, CA, Fahrens Park Assessment District
- City of Newark, CA, Assessment Districts (8 separate districts)

Special Tax Districts

- Alameda County, County Emergency Medical Services Tax
- Hayward Area Recreation and Park District, CA, Park Special Tax
- Knightsen Town Community Services District, CA, Flood Control Special Tax
- City of Livermore, CA, Livermore Emergency Medical Services Tax
- City of Livermore, CA, Storm Water Tax

Eduardo Espinoza, PE
Principal-in-Charge/Assessment Engineer

- Livermore Area Recreation & Park District, CA, Livermore Special Tax District 97-1
- City of Newark, CA, Citywide Emergency Medical Services Tax
- City of Oakland, CA, Citywide Library Tax
- City of Oakland, CA, Oakland Emergency Medical Services Tax
- City of Oakland, CA, Oakland Paramedic Services Tax
- City of Oakley, CA, Polices Services Tax
- City of San Jose, CA, Citywide Library Services Tax

Appendix b – Cost of Services (continued from Section 2h)

Below is AnchorCM's 2022 Fee Schedule (anticipate 3% increase after December 31, 2022):

Principal		
Forensic Engineer/Expert Witness	$	357.00
Principal Consultant	$	326.00
Principal-in-Charge	$	272.00
Engineer/Manager		
Project Principal Engineer/CM	$	239.00
Senior Engineer/CM	$	217.00
Associate Engineer/CM	$	191.00
Staff Engineer/CM Level 4 (PE or equivalent)	$	175.00
Staff Engineer/CM Level 3 (PE or equivalent)	$	162.00
Staff Engineer/CM Level 2 (EIT or equivalent)	$	140.00
Staff Engineer/Deputy CM Level 1	$	115.00
Junior Engineer/Assistant CM	$	110.00
Engineering Technician		
Senior Engineering Technician	$	156.00
Mid Engineering Technician	$	122.00
Engineering Technician	$	98.00
Inspector		
Construction Representative / Senior Inspector	$	165.00
Prevailing Wage Building / Construction Inspector	$	150.00
Prevailing Wage Soils / AC Inspector	$	150.00
Project Administrative Staff		
Senior Contract Administrator	$	156.00
Bookkeeper	$	156.00
Contract Administrator	$	108.00
Contract Administration Assistant	$	74.00

Notes:

1. Field vehicles will be billed at $1,700/month; cell phone and mobile broadband service billed at $90/mo.
2. Other direct costs (ODCs) and subconsultant fees are billed separately at ACM cost plus 10%.
3. Four- and eight-hour minimums apply for cancellations, tasks requiring travel, and legal appearances.
4. Contract project staff will be billed at the contract rate for legal work and appearances, with yearly escalation applied.
5. Inspector rates may vary due to prevailing wage requirements and determinations of the California Department of Industrial Relations and/or the Department of Labor.

AMG Billing Rate Table:

Title	Hourly Billing Rate Range
Associate Engineer	$ 160.00 – 195.00
Communications Marketing Manager	$ 145.00 - 160.00
Engineering Technician	$ 100.00 – 110.00
President	$ 310.00
Principal	$ 230.00 - 280.00
Project Administrator	$ 100.00 – 155.00
Project Controls Manager	$ 190.00 - 240.00
Project Controls Specialist	$ 145.00 – 160.00
Project Coordinator	$ 110.00 – 155.00
Project Manager	$ 155.00 - 210.00
Senior Consultant	$ 250.00 - 285.00
Senior Engineer	$ 150.00 – 160.00
Senior Project Analyst	$ 150.00 - 165.00
Smart Cities Specialist	$ 135.00 - 150.00
Technology Manager	$ 185.00 - 195.00
Transit Planner	$ 145.00 - 165.00
Vice President	$ 230.00 - 280.00

CSG Billing Rate Table:

Professional Engineering Services	2022 Hourly Billing Rate
Engineering Trainee	$ 70.00
Administrative Assistant	$ 80.00
Analyst	$ 135.00
Engineering Designer/CASp Inspection & Consultation	$ 145.00
Construction Inspector	$ 150.00
Senior Analyst	$ 160.00
Assistant Resident Engineer	$ 175.00
Assistant Engineer	$ 150.00
Associate Engineer	$ 180.00
Senior Construction Inspector	$ 165.00
Senior Engineer	$ 205.00
Senior Land Surveyor	$ 205.00
Resident Engineer	$ 210.00
Structure Representative	$ 210 .00
Senior Structural Engineer	$ 225.00
Senior Project Manager	$ 225.00
Principal Engineer	$ 240.00
Senior Principal Engineer	$ 260 .00
Two-Person Survey Crew	$ 340.00
Sustainability Program Management Services	Hourly Rate
Sustainability Program Analyst	$ 140.00
Sustainability Program Senior Analyst	$ 165.00
Sustainability Program Manager	$ 195.00

Escalation: The prices noted above are subject to an increase of 3-5% annual, effective January 1 of each year following the initiation of a services agreement.

Below is BSK's hourly rate sheet for services:

Sustainability Program Management Services	***Hourly Rate***
Principal	$ 260.00
Senior Professional	$ 230.00
Project Professional II	$ 215.00
Project Professional I	$ 180.00
Staff Professional II	$ 160.00
Staff Professional I	$ 145.00
Seismic GIS	$ 200.00
GIS Specialist	$ 145.00
Information Specialist II	$ 160.00
Information Specialist I	$ 145.00
CAD	$ 105.00
Project Administrator	$ 100.00
REIMBURSABLES	
Mileage (Portal to Portal)	$ 0.88
Per Diem (as required)	$ 200.00
Bridge Toll	Cost + 15%
Parking Fees	Cost + 15%
Subconsultant Services	Cost + 15%
Project Administration Fees	7% of Invoice
DIR Administration Fees	3% of Invoice
Project Setup (Project)	$500.00
ANALYSIS SOFTWARE USAGE FEES	
gINT (Project)	$ 59.00
LPile (Project)	$ 59.00
APile (Project)	$ 59.00
SHAFT (Project)	$ 59.00
GROUP (Project)	$ 115.00
Cliq (Project)	$ 59.00
LiquefyPro (Project)	$ 59.00
LiqIT (Project)	$ 50.00
NovoLIQ (Project)	$ 59.00
Slide (Project)	$ 115.00
Settle3D (Project)	$ 115.00
ArcGIS (Project)	$ 59.00
EZ-FRISK (Per Project Site / Site Class)	$ 550.00

TECHNICAL STAFF (North Prevailing Wage)	
Group 1 - Special Inspector	$ 155.00
Group 2 - Special Inspector	$ 149.00
Group 3 - Engineering Technician	$ 135.00

Group 4 - Technician	$ 118.00
Ground Penetrating Radar Scanning Technician	$ 300.00
Core Drilling Technician	$ 220.00
Floor Flatness Testing Technician	$ 200.00
Courier	$ 108.00
Laboratory Technician	$ 120.00
Administrative Assistant / Clerical	$ 90.00
Litigation support	1.5x standard rate
BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES	
Field Work from 0 to 4 hours	Bill 4 hours
Field Work from 4 to 8 hours	Bill 8 hours
Field Work over 8 hours / Saturdays	Bill time and a half
Sundays, holidays and over 12 hours	Bill double time
Second/Special/Multi-Shift	Base Rate x 12.5%
Show-up time (no work performed)	Bill 2 hours
Sampling or cylinder pickup, minimum charge	Bill 2 hours
EQUIPMENT	
Nuclear Gauge (Day)	$ 64.00
Ultrasonic Weld Equipment (Day)	$ 64.00
Torque Wrench (Day)	$ 64.00
Proof Load Equipment (Day)	$ 64.00
Rebar Locator / Pachometer	$ 116.00
Hand Auger (Day)	$ 232.00
Water Meter (Day)	$ 59.00
Drilling Kit - Paint, stakes and lath - (Project)	$ 30.00
Drilling Supplies - Reuse of tubes/caps (Project)	$ 290.00
Manometer (Day)	$ 224.00
Double Ring Infiltrometer (Day)	$ 579.00
DIR/PREVAILING WAGE ADMINISTRATION FEES (MONTHLY)	
Certified Payroll / DIR Upload	$ 300.00
Non-Performance Certified Payroll / DIR Upload	$ 100.00
Subcontractor Management / Compliance Forms	$ 100.00
Additional LCP Tracker or Other Compliance Software	$ 200.00
Additional Special Forms, as required	$ 150.00

SOILS	
Moisture Density Curves	
Standard Proctor, 4" (ASTM/AASHTO)	$ 269.00
Modified Proctor, 4" Mold (ASTM/AASHTO)	$ 269.00
Modified Proctor, 6" mold (ASTM D1557)	$ 286.00

Caltrans Maximum Wet Density (CT 216)	$	245.00
Check Point	$	155.00

Particle Size Analysis		
Sieve Analysis w/ Wash (ASTM D422)	$	195.00
Minus #200 Wash, Soil (ASTM D1140)	$	95.00
Hydrometer Analysis (ASTM D422)	$	256.00
Double Hydrometer (ASTM D4221)	$	357.00
Specific Gravity of Soil (ASTM D854)	$	183.00
Visual Classification (ASTM D2488)	$	49.00
Sand Equivalent (ASTM D2419)	$	144.00
% Organics in Soil (ASTM D2974)	$	156.00

Atterberg Limits / Swell Tests		
Plasticity Index (ASTM D4318)	$	250.00
Shrinkage Limits of Soils (ASTM D427)	$	233.00

Moisture Density Test		
Tube Density	$	57.00
Moisture Content of Soils (ASTM D2216)	$	49.00

"R" Value Determination		
R-Value of Soils (CT 301)	$	454.00
R-Value of Treated Materials (CT 301))	$	502.00

Consolidation Tests		
Consolidation (ASTM D2435)	$	478.00
Consolidation, Extra Points (ASTM D2435)	$	64.00
Collapse Potential of Soils (ASTM D2435)	$	233.00
Remolded Consolidation (ASTM D2435)	$	405.00
One-Dimen Swell of Soil (ASTM D4546)	$	149.00

California Bearing Ratio (CBR)		
CBR at 100% (ASTM D1883 or AASHTO T-180)	$	585.00
CBR at 95% (ASTM D1883 or AASHTO T-180)	$	1,133.00

Permeability Tests		
Rigid Wall Permeability (ASTM D2434)	$	322.00
Flexible Wall Permeability (ASTM D5084)	$	502.00
Remolded Flexwall Perm (ASTM D5084)	$	638.00

Soil Corrosivity Tests		
Minimum Resistivity of Soils (CT 643)	$	161.00
pH	$	75.00
Soluble Sulfate, Chloride and Sulfide	$	149.00

Soil Cement Tests		
Freeze Thaw Abrasion (ASTM D560)	$	715.00
Wetting-Drying Abrasion (ASTM D559)	$	679.00
Preparation of Freeze-Thaw or Wetting-Drying Tests	$	859.00
Soil Cement Compression (ASTM D1633)	$	275.00

Other		
Sand Density Calibration (ASTM D1566)	$	107.00

Unconfined Compression		
Unconfined Compression (ASTM D2166)	$	144.00

Shear Tests		
Direct Shear, Undisturbed (ASTM D3080)	$	250.00
Direct Shear, Remolded (ASTM D3080)	$	299.00
Triaxial Compression Testing		QUOTE

AGGREGATES		
Sieve Analysis Coarse or Fine (ASTM C136)	$	95.00
Sieve Analysis w/ Fineness Modulus	$	102.00
Minus 200 Wash, Aggregates (ASTM C117)	$	95.00
Specific Gravity/Absorption (ASTM C127)	$	183.00
Specific Gravity/Absorption (ASTM C128)	$	183.00
Organic Impurities (ASTM C40)	$	95.00
% Lumps/Friable Particles (ASTM C142)	$	92.00
% Flat and Elongated (ASTM D4791)	$	144.00
Fine Aggregate Angularity (AASHTO 304)	$	92.00
Moisture Content (ASTM D2216)	$	49.00
Aggregate Wt., pcf Compacted (ASTM C29)	$	101.00
Aggregate Wt., pcf Loose (ASTM C29)	$	75.00
Abrasion by LA Rattler, Small Size (ASTM C131)	$	269.00
Abrasion by LA Rattler, Large Size (ASTM C131)	$	327.00
Sodium Sulfate Soundness, Per Sieve (ASTM C88)	$	125.00
Sodium Sulfate Soundness, Min. Charge (ASTM C88)	$	399.00
Sand Equivalent (ASTM D2419 OR CT 217-I)	$	144.00
Durability Index (CT 229)	$	286.00
Potential Reactivity of Aggregates		QUOTE
Cleanness Value of Aggregate (CT 227)	$	206.00
Hydrometer (ASTM D422 OR CT 205-E)	$	256.00
% Crushed particles (CT 205)	$	189.00
Lightweight Pieces (ASTM 123)	$	250.00

HOT MIX ASPHALT		
JMF Mix Design, HVEEM	$	3,542.00

JMF Mix Design, Marshall	$ 4,197.00
JMF Mix Design, Superpave / Caltrans	$ 10,226.00
JMF Verification - HMA - Superpave / Caltrans	$ 5,926.00
JMF Production Startup - Superpave / Caltrans	$ 5,513.00
RAP Material Testing - Additional Fee	$ 717.00
Rubberized RHMA Material - Additional Fee	$ 1,654.00
Hamburg Wheel Track (AASHTO T324)	$ 3,005.00
Gyratory Compaction (AASHTO T312)	$ 382.00
AC Content by Centrifuge (ASTM D2172)	$ 328.00
AC Content-Ignition (ASTM D6307 / CT382 / AASHTO T308)	$ 256.00
Superpave Ignition Oven Correction (AASHTO T308)	$ 595.00
Moisture Content of Asphalt (CT 370)	$ 75.00
Gradation/Extraction Aggregate (ASTM D5444)	$ 155.00
Film Stripping	$ 102.00
Compaction/Preparation of HMA Briquette (CT 304)	$ 250.00
Stabilometer Value (CT 366 / AASHTO T246)	$ 201.00
AC Core Specific Gravity (ASTM D2726)	$ 64.00
AC Core Specific Gravity - Paraffin Coated (AASHTO T275)	$ 167.00
AC Max Density Rice Method (ASTM D2041)	$ 286.00
CIR/FDR Compressive Strength Testing (pre-compacted specimen, includes conditioning) – CTM 371	$ 275.00
Tensile Strength Ratio (AASHTO T283)	$ 1,253.00
Moisture Vapor Susceptibility (CT 307)	$ 233.00
AC Surface Abrasion (CT 360)	$ 572.00
Index Retained Strength (ASTM D1074-D1075)	$ 512.00
AC Hveem Maximum Density (CT 375)	$ 512.00
Marshall Stability and Flow (ASTM D6927)	$ 286.00
Calculated AC Maximum Density (CT 367)	$ 113.00
Marshall Maximum Density, 50 Blows (ASTM D6926)	$ 333.00
Examination of AC Cores	$ 39.00
Thickness Determination of AC Cores	$ 25.00
AC Tensile-Strength Premixed ASTM D4867	$ 740.00
AC Tensile-Strength Lab Mixed ASTM D4867	$ 1,253.00
CONCRETE	
Cement Content Concrete (ASTM C1084)	$ 431.00
Chemical Test (ASTM C150)	QUOTE
Set Times Cement-Vicat Needle (ASTM C191)	$ 357.00
Specific Gravity of Hydraulic Cement (ASTM C191)	$ 172.00
Lineal Shrinkage Set of 3 (ASTM C157)	$ 454.00
Compression Test of Concrete - 1 (ASTM C39)	$ 39.00
Compression Test of Concrete - 4 (ASTM C39)	$ 155.00
Compression Test of Core (ASTM C42)	$ 69.00
Preparation of Specimens, Sawing	$ 78.00
Compressive Strength of Shotcrete Panel	$ 364.00
Proportion of Cement in Concrete (ASTM C85)	$ 399.00
Flexural Test Per Beam (ASTM C78)	$ 102.00
Splitting Tensile Strength of Concrete (ASTM C496)	$ 102.00

Unit Weight Lt Wt Concrete (ASTM C567)	$ 64.00
"AZ" Test-Reinforced Concrete Pipe "Life Factor"	$ 89.00
9 Pt Core Measurements, Each (ASTM C174)	$ 39.00
Concrete Trial Batches	QUOTE
Unit Weight & Abs Concrete (ASTM D642)	$ 144.00
Accelerated Curing of Concrete (ASTM C684)	$ 286.00
Cylinder Molds (each)	$ 8.00
Storage of Concrete Cylinders for more than 45 Days	$ 66.00
RH Probe	$ 66.00
Calcium Chloride Kit	$ 44.00
Mixing Water (pH, elec. conductance, chloride, sulfate)	$ 113.00
Contact Soil (pH, elec. conductance, chloride, sulfate)	$ 136.00

MASONRY	
Concrete Masonry Units Testing (ASTM C90)	
Compression Test Pavers, Single	$ 88.00
Compression Test Composit CMU Prism	$ 189.00
Specific Gravity and Unit Weight	$ 131.00
Moisture Content	$ 61.00
Compression Test, Masonry Units (ASTM C140)	$ 119.00
Absorption / Moisture Content (ASTM C140)	$ 119.00
Linear Shrinkage (ASTM C426)	$ 460.00
Masonry Core Shear Test (Title 24)	$ 214.00
Masonry Core Compression/Shear Test (Title 24)	$ 214.00
Compression Test Brick, Each (ASTM C67)	$ 85.00
Absorption/ Unit Wt. of Brick (ASTM C67)	$ 89.00
Compression Test Grout (Set of 3 or 4)	$ 137.00
Compression Test Mortar (Set of 3 or 4)	$ 125.00

WELDING AND STRUCTURAL STEEL	
Welder Qualification Testing	
Welder / Procedure Welder Qualification Testing	QUOTE
Face Bend of Steel	$ 69.00
Root Bend of Weld Coupon	$ 69.00
Side Bend of Weld Coupon	$ 69.00
Tensile Test of Steel Coupon	$ 95.00
Bend Test of Steel Coupon	$ 82.00
Machining Charges (Per Coupon)	QUOTE
Brinell Hardness of Steel (ASTM E10)	$ 113.00
Rockwell Hardness of Steel (ASTM E18)	$ 113.00
Bolt Ultimate Load	$ 151.00
Bolt Hardness (set of 3)	$ 113.00
Nut Hardness (set of 3)	$ 113.00
Washer Hardness (set of 3)	$ 113.00
Proof Loading, bolt or nut	$ 161.00

REINFORCING STEEL	
Tensile & Bend of Rebar, #3 - #8	$ 169.00
Tensile & Bend of Rebar, #9 - #11	$ 169.00
Bend Test of Rebar	$ 69.00
Slip and Tensile Rebar Couplers (CT 670)	$ 246.00

Tension Test of Welded Wire Fabric		QUOTE
Bend Test of Welded Wire Fabric		QUOTE
Weld Shear Test, Welded Wire Fabric		QUOTE
PT Cable Tensile and Elongation (ASTM A416 or A421)	$	310.00
PT Cable Preparation		QUOTE

FIREPROOFING		
Cohesion/Adhesion Fireproofing Materials	$	144.00
Dry Density Fireproofing (ASTM E605)	$	108.00

AMG ADDITIONAL BILLING RATES

Please find below the current billing rates for all project personnel of Francisco & Associates, Inc. Additional services including Community Facilities District (CFD) formations and annexations will be billed on a time and materials basis (T&M) at the hourly rates below unless a lump sum fee is agreed to by both parties.

Title	Hourly Billing Rate Range
Principal	$ 190.00
Project Manager	$ 175.00
Project Engineer	$ 130.00
Senior Financial Analyst	$ 130.00
Financial Analyst	$ 110.00
Project Analyst	$ 110.00
GIS Analyst	$ 110.00
Clerical	$ 75.00



ANCHORCM

A California Public Works Construction Representative

3685 Mt. Diablo Blvd, Suite 345
Lafayette, CA 94549
(925) 890-9732
LTheis@anchorcm.com
www.anchorcm.com

CITY OF CLAYTON
Founded 1857 . . Incorporated 1964

AGENDA REPORT

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **Dana Ayers, Community Development Director**

DATE: **March 15, 2022**

SUBJECT: **Update on the Contra Costa County Land Use Permit Revision Application Pertaining to the Amendment of the CEMEX Clayton Quarry Reclamation Plan and Availability of the Draft Environmental Impact Report (EIR) Prepared for the Project**

RECOMMENDATION

Staff recommends that the City Council accept the report updating the Council on status of the CEMEX Clayton Quarry Reclamation Plan Amendment and corresponding Draft EIR.

BACKGROUND

The CEMEX Clayton Quarry is an existing aggregate mining facility located on an approximately 335-acre property in unincorporated Contra Costa County, just south of the municipal boundaries of the cities of Clayton and Concord at the terminus of Mitchell Canyon Road. Aggregate mining has occurred on the site under various entities since at least 1948. CEMEX has two entitlements through Contra Costa County: 1) Land Use Permit (LUP) # 363-67, which authorizes operation of the quarry; and 2) LUP # 2054-81, which approved a reclamation plan for use of the site following cessation of mining operations.

In 2015, in response to concerns raised by County staff that the approved reclamation plan would create offsite drainage and flooding issues, CEMEX filed Application No. CDLP15-02031 with the County Conservation and Development Department. Application No. CDLP15-02031 ("the project") consists of a request to amend the entitlement, granted under LUP # 2054-81, pertaining to the approved reclamation plan for the site. No amendments are requested to LUP # 363-67 authorizing operation of the mining activities of the quarry.

The reclamation plan approved under LUP # 2054-81 calls for filling the quarry mining pit with soil, requiring significant earth movement to achieve, and turning the site into developable land. By contrast, the now proposed and revised reclamation plan would convert the site to

privately-owned open space and create a lake on the property from storm runoff from within the site, although the lake would not be available for recreational use. The lake would be approximately 625 feet at its deepest point, would have a surface area of approximately 32 acres, and would take approximately 158 years to fill completely. Compared to the approved reclamation plan, the proposed reclamation plan would require substantially less fill and earth movement and would result in increased depth of the quarry pit, but with a decreased footprint of aggregate mining area and less cut of an existing slope that currently provides partial shielding of views of the quarry face. Under the proposed plan, quarry operations would also cease roughly 40 or more years earlier than the approved plan that projects cessation of operations around the year 2100.

Pursuant to the California Environmental Quality Act (CEQA), the County hired a consultant to prepare an EIR for the project. Notice of Availability of the Draft EIR was filed with the County Clerk on February 16, 2022, and was mailed or emailed shortly thereafter to public agencies (including the City of Clayton) and other interested parties. The Executive Summary of the Draft EIR is attached to this report, and the entirety of the Draft EIR is available on the County website at https://www.contracosta.ca.gov/8528/CEMEX-Clayton-Quarry.

The Draft EIR focused its analysis on the resource areas of Aesthetics, Air Quality, Biological Resources, Geology/Soils, Greenhouse Gas Emissions, Hydrology/Water Quality, Land Use Planning and Noise. Other resource areas were found early on to have less than significant impacts from the proposed reclamation plan revision and were analyzed with more brevity in the project's Initial Study. Based on the analysis in the Draft EIR, the proposed reclamation plan revision would have no significant impacts that could not be mitigated to within acceptable thresholds of significance.

Agencies and interested parties can submit written comments on the Draft EIR to the County through April 4, 2022. Following the end of the public comment period on the Draft EIR, the County and their consultant will prepare a Final EIR that consists of the Draft EIR, comments made on the Draft EIR, responses to the environmental issues raised on the analysis of the Draft EIR, and any revisions to the Draft EIR that may result from those responses.

The CEMEX Clayton Quarry Ad Hoc committee of the City Council, consisting of Councilmember Diaz and Mayor Cloven, met with City staff and representatives of CEMEX on March 8, 2022. At that meeting, CEMEX representatives shared information about the reclamation plan revision currently under consideration by the County. CEMEX representatives also expressed at that meeting a willingness to make a presentation on the proposed reclamation plan revision to the entirety of the City Council later this spring or early summer.

ANALYSIS

No specific action of the City Council is necessary at this time other than to receive this report. Councilmembers are invited, as is the general public, to provide written comments to the County on the Draft EIR or to provide direction to City staff to include specific comments on the environmental analysis in a comment letter from the City to the County. Comments at this time should be limited to the environmental analysis contained in the Draft EIR rather than the

merits of the project or currently-entitled quarry operations. Following completion of the Draft EIR, the County Planning Commission will conduct one or more public hearings at which individuals and agencies can provide comments on the merits of the reclamation plan revision and whether they think County decision-makers should approve the revised reclamation plan.

ATTACHMENTS

1. CEMEX Clayton Quarry Reclamation Plan Amendment Draft EIR – Executive Summary
2. Notice of Availability of Draft EIR

EXECUTIVE SUMMARY

INTRODUCTION

CEMEX Construction Materials Pacific, LLC (CEMEX) has applied to Contra Costa County (County) for an amendment to their approved reclamation plan ("approved reclamation plan"), which is the proposed project under the California Environmental Quality Act (CEQA). The proposed project is a modification of the approved reclamation plan and current land use, drainage, and encroachment entitlements (County File Number: CDLP15-2030/31) to allow for current state reclamation standards to be achieved during reclamation and updated grading and drainage plans. The project site location is identified on Figure ES-1, "Regional Location." Except as specifically described below, CEMEX proposes no change to other elements of the existing operation (e.g., mining methods, processing operations, production levels, truck traffic, hours of operation). The vested mining operations are not the subject of this application, rather only the mine reclamation activities are the subject of this application.

This Executive Summary provides an overview of the proposed project, describes alternatives to the proposed project, and presents a summary of the environmental impacts and related mitigation identified in the Draft Environmental Impact Report (EIR).

PUBLIC REVIEW

This Draft EIR is available for public review and comment during the 45-day period identified on the notice of availability/notice of completion (NOA/NOC) of an EIR, which accompanies this document.

This Draft EIR and all supporting technical documents and reference documents are available for public review at:

Contra Costa County, Department of Conservation and Development
Community Development Division
30 Muir Road
Martinez, California 94553

And at the link below:

https://www.contracosta.ca.gov/7605/Major-Planning-Applications-Under-Consid

During the 45-day public comment period, written comments on the Draft EIR may be submitted to the County Department of Conservation and Development at the following address:

Attn.: Mr. Francisco Avila, Principal Planner
Contra Costa County Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Email: Francisco.Avila@dcd.cccounty.us

Oral comments on the Draft EIR are welcome and may be stated at a public meeting, which shall be held as indicated on the NOA/NOC.[1]

Following the public review and comment period, all written and oral comments received on the environmental analysis in this Draft EIR will receive a response. The responses and any other revisions to the Draft EIR will be prepared as a response-to-comments document. The Draft EIR and its appendices, together with the response-to-comments document will constitute the Final EIR for the proposed project.

OVERVIEW OF THE PROPOSED PROJECT

Site Location

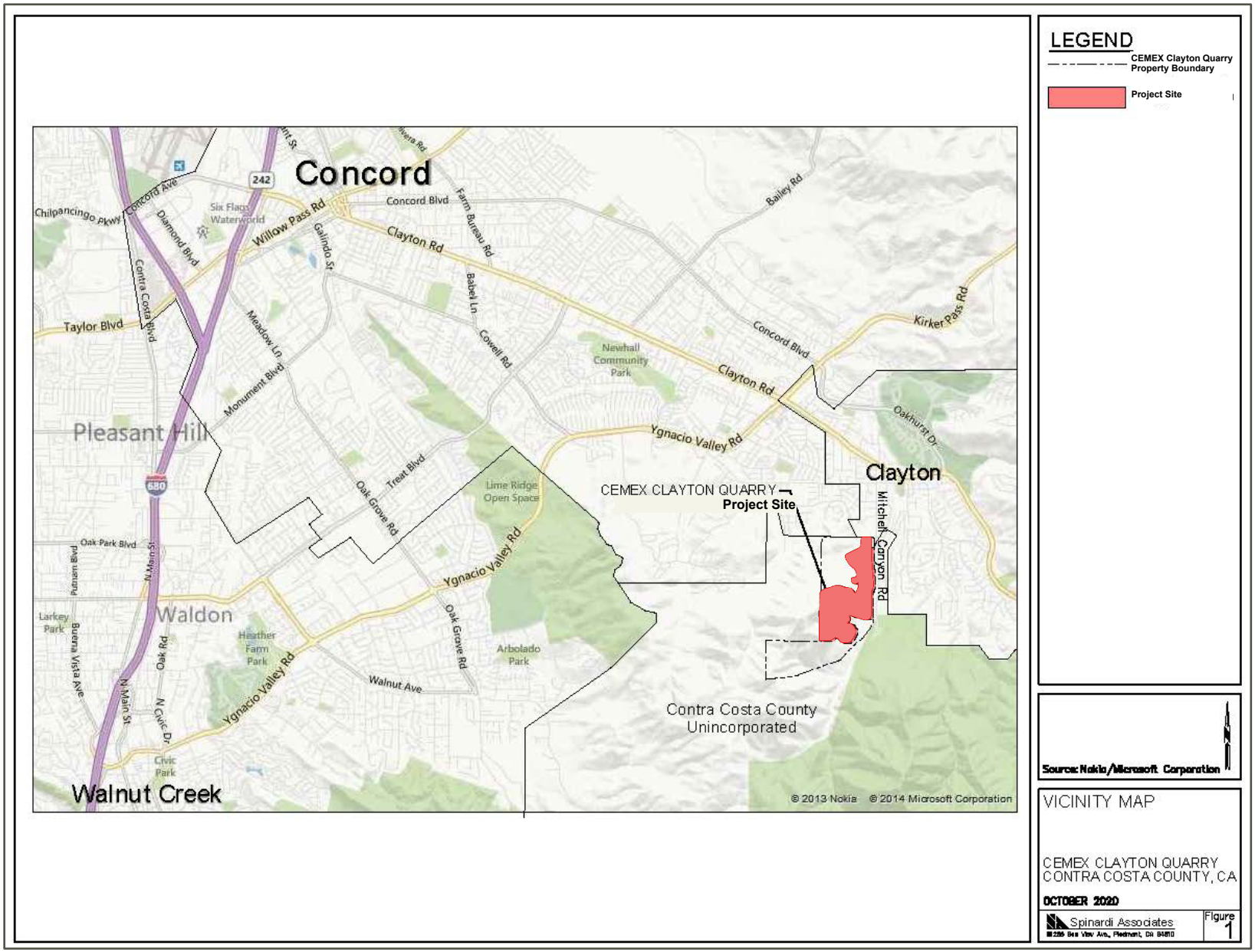
The project reclamation plan boundary comprises approximately 190 acres of a 335-acre property situated at 515 Mitchell Canyon Road, on the east side of Mount Zion, approximately one-half mile south of the City of Clayton in an unincorporated portion of the County, as shown on Figure ES-1.

Project Objectives

The project purpose is to revise the approved reclamation plan to respond to changed circumstances that have resulted in the approved reclamation plan's infeasibility and to provide an environmentally superior alternative for reclamation. Carrying out reclamation under the currently approved reclamation plan would require the handling of large quantities of overburden and would result in significant uncontrolled post-reclamation drainage releases into Mitchell Creek and the residential neighborhoods below the quarry.

In response to a Notice to Comply issued by the County on November 17, 2014, CEMEX filed an application for a Clayton Quarry Reclamation Plan Amendment on July 20, 2015, which the County assigned Application No. CDLP15-02031 (2015 Application). In its Notice to Comply, which required submittal of final grading and drainage plans for the quarry, the County provided an option for CEMEX to file an application to modify the conditions of approval of its current permits for an alternative drainage design for quarry reclamation. The 2015 Application presented CEMEX's initial application to modify current permits for an alternative final grading and drainage plan that would provide for a future quarry lake with a controlled stormwater outflow. In August 2015, the County deemed the 2015 Application incomplete and requested additional information and technical study in the areas of biology, slope stability, and hydrology. In response, CEMEX filed a new application in June 2017, which supersedes the 2015 Application in its entirety. Specifically, CEMEX proposes an amendment to the approved reclamation plan through adoption of a revised reclamation plan for the Clayton Quarry, dated October 2020 ("project" and/or "revised reclamation plan"). The project requires amendments to CEMEX's current land use entitlements, LUP #363-67 and LUP #2054-81. The amendment to the LUP #363-67 operating permit is only for purposes of conforming any reclamation-related conditions of approval to the revised reclamation plan.

[1] This is subject to change, based on circumstances and restrictions due to Covid-19, and may involve a virtual hearing via video conference (e.g. Zoom).



SOURCE: Compass Land Group 2020; modified by Benchmark Resources in 2021

NOTE: Figure not to scale

Regional Location

CLAYTON QUARRY RECLAMATION PLAN AMENDMENT

DRAFT EIR

Figure ES-1

BENCHMARK RESOURCES

THIS PAGE
INTENTIONALLY
LEFT BLANK

The reclamation plan amendment provides site-specific actions designed to meet the applicable statutory and regulatory requirements. The proposed project includes the following objectives:

1) Complete reclamation over an anticipated period of 47 years (including monitoring) to a post-mining land use of open space;
2) Facilitate reduction of the surface mining footprint that leaves the east rim of the quarry intact, providing a visual buffer between the quarry and view sheds to the east;
3) Create permanent overburden fill areas to be revegetated;
4) Establish final grading contours reflecting a maximum depth of excavation at elevation 110 feet above mean sea level (msl) with finish slope angles that achieve adequate factors of safety;
5) Establish a final drainage plan that provides for the formation of a lake and control of stormwater discharge from the project site in a manner that would not result in downstream flooding;
6) Facilitate revegetation of the quarry east rim, overburden fill areas and processing plant site to a combination of chaparral and grassland habitats that feature California native seed mixes;
7) Clarify pre-Surface Mining and Reclamation Act (SMARA) (1976) disturbance areas, including any areas disturbed outside the boundaries of the 1983 approved reclamation plan;
8) Achieve current State reclamation standards during reclamation;
9) Maximize the extraction of the remaining available on-site hardrock resources through the anticipated reclamation end date of 2068, including a change in the final bottom elevation of excavation the quarry pit to 110 feet msl;
10) Continue to supply the regional demands for Portland Cement Concrete (PCC) grade aggregate and thereby reduce regional vehicle miles travelled (VMT); and
11) Establish a reclamation plan that limits the emission of air quality criteria pollutants, toxic air contaminants, and dust.

Project Features

As stated previously, CEMEX has applied to the County for an amendment to their approved reclamation plan, which amendment application is the proposed project under CEQA. The project is a modification of an approved reclamation plan and existing entitlements for a vested mining operation. Except as outlined below, the applicant proposes no change to any fundamental elements of the existing mining operation (e.g., mining methods, processing operations, production levels, truck traffic, hours of operation).

The 1983 approved reclamation plan envisions reclamation of an open-pit, multi-bench quarry over an anticipated period of 120 years. The approved plan also includes construction of an interim mining drainage slot that would provide a generally uncontrolled hydrologic connection to natural drainage courses north of the project site, removal of processing plants and equipment, revegetation of certain quarry benches with pine trees, revegetation of the backfilled quarry floor with natural grasses and wildflowers, and removal of the east rim of the quarry pit with backfill to elevation 650 feet msl providing for the reclaimed quarry to drain via sheet flow toward Mitchell Canyon Road and the reclaimed plant site to drain to the City of Concord.

The applicant seeks to amend the approved reclamation plan to include changes that are more sensitive to the environment and surrounding community, while achieving current surface mining reclamation standards. The planned postmining end use is open space. The proposed project would include:

- Reclamation over an anticipated period of 47 years to a post-mining land use of open space;
- Reduction of the surface mining disturbance footprint relative to the existing reclamation plan that leaves the east rim of the quarry intact, providing a visual buffer between the quarry and view sheds to the east;
- Permanent overburden fill areas;
- Final grading contours reflecting a maximum depth of excavation at elevation 110 feet msl with finish slope angles that achieve adequate factors of safety;
- A final drainage plan that provides for the quarry pit to slowly fill with stormwater following reclamation to form a quarry lake with a controlled outflow that conveys stormwater to natural drainage courses and man-made drainage facilities;
- Removal of facilities, structures and equipment associated with mining;
- Revegetation of the quarry east rim, overburden fill areas, and processing plant site to a combination of chaparral and grassland habitats that feature California native seed mixes;
- Elimination of requirements to backfill, grade, and compact the quarry floor and benches, given that the planned open space end use would provide for a future quarry lake;
- Clarification of pre-SMARA (1976) disturbance areas, including any areas disturbed outside the boundaries of the approved reclamation plan;
- A tree permit request to remove 79 out of 123 existing trees, to be replaced with 400 foothill pine trees that would form a tree screen along the quarry east rim;
- Compliance with current State reclamation standards to be achieved during reclamation;
- A new screening berm to create a visual barrier between the existing processing plant site and residential communities to the north; and
- An exception request to Division 914 of the Contra Costa Code of Ordinances (Offsite Collect and Convey requirement).

Consistent with the approved reclamation plan, the project would continue to remove facilities, structures, and equipment associated with mining, including the plant site. Post-reclamation, the applicant would continue to own the property, which would be used for open space. Table ES-1, "Comparison of Proposed Project to Approved Reclamation Plan," offers a comparison between major features of the approved reclamation plan and the proposed project.

TABLE ES-1
COMPARISON OF PROPOSED PROJECT TO APPROVED RECLAMATION PLAN

Reclamation Feature	1983 Approved Reclamation Plan	Proposed Project
Elevations	Mining floor elevation: 500 feet msl Reclamation floor elevation: 650 feet msl	Mining floor elevation: 110 feet msl Reclamation floor elevation: 110 feet msl
End uses	Not specified.	Open space, which would provide for the quarry pit to slowly fill with stormwater to form a quarry lake with a controlled outflow.
Total area disturbed by mining and reclamation	Approximately 184 acres	Approximately 190 acres
Quarry pit area	Approximately 154 acres	Approximately 85 acres

Reclamation Feature	1983 Approved Reclamation Plan	Proposed Project
Quantity and type of mineral to be mined (from time of application):	Diabase: quantity noted as confidential Knoxville: quantity noted as confidential	Diabase: 23.8 million tons Knoxville: 4.6 million tons Total: 28.4 million tons
Termination date:	Anticipated 120 years from 1981, or year 2101	Anticipated 47 years from 2021, or year 2068
Quarry pit backfill:	Required to minimum floor elevation 650 feet msl, with minimum pit floor slope gradient of 2%.	Not required, although CEMEX may place overburden in the pit floor as part of reclamation.
East Rim:	Mined and eliminated to facilitate backfill	Left intact with tree screen.

Source: Compass Land Group 2020.
Notes: msl = above mean sea level

Required Approvals

As the local land use authority, Contra Costa County is the public agency with the greatest responsibility for approving the project as a whole and is therefore the lead agency for purposes of environmental review under both CEQA and SMARA. Other agencies may have permitting or approval authority over various aspects of the project. These agencies include the following:

Federal Agencies

- U.S. Army Corps of Engineers (Section 404 permit)
- U.S. Fish and Wildlife Service (Section 7 Consultation; Incidental Take Statement)

State Agencies

- California Department of Conservation, Division of Mine Reclamation (Reclamation Plan Advisory Review, Release of Financial Assurance)
- California Department of Fish and Wildlife (Streambed Alteration Agreement and possibly a California Endangered Species Act permit)

Regional and Local Agencies

- San Francisco Bay Regional Water Quality Control Board (Section 401 Certification and/or Waters of the State permit)
- Contra Costa County Flood Control and Water Conservation District
- Contra Costa County, Department of Public Works

DRAFT EIR SCOPE AND ISSUES EVALUATED

Issues Evaluated and Issues Eliminated from Further Consideration

While CEQA does not require preparation of an Initial Study when the lead agency elects to prepare an EIR (CEQA Guidelines Section 15060[d]), the County has prepared an Environmental Checklist Form / CEQA Initial Study to substantiate its scoping process in evaluating the potential significance of the project regarding the CEQA Appendix G criteria. The evaluation regarding the significance of those issues that are not discussed in detail in the Draft EIR is provided in the Initial Study (included as Appendix A-4, "Initial Study," of the Draft EIR) and discussed further in Chapter 1, "Introduction," of the Draft EIR.

As an initial step in the environmental review process, issues identified in the Environmental Checklist of Appendix G of the CEQA Guidelines were considered to determine whether the project would have the potential to result in significant impacts associated with each issue. The initial review determined that the project may result in potentially significant adverse impacts associated with the following Appendix G Environmental Checklist resource topics:

- Aesthetics
- Air Quality
- Biological Resources
- Greenhouse Gas Emissions
- Geology and Soils
- Hydrology and Water Quality
- Land Use and Planning
- Noise

The initial review determined that the project would not result in significant adverse impacts associated with the following resource topics and eliminated these issues from further consideration in the Draft EIR:

- Agricultural and Forestry Resources
- Cultural Resources
- Energy
- Hazards and Hazardous Materials
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Services Systems
- Wildfire

Alternatives

The CEQA Guidelines specify that an EIR must describe a reasonable range of alternatives to the project, or to the location of the project, which could feasibly attain the basic project objectives (Guidelines Section D15126.6). The "no project" alternative, which considers what impacts would occur if conditions continue, must be considered (Guidelines Section 15126.6[e]), and the EIR must also identify the environmentally superior alternative. If the "no project" alternative is the environmentally superior alternative, the EIR must identify an environmentally superior alternative from among the other alternatives (Guidelines Section 15126.6[e][2]).

Summary of Alternatives

The alternatives evaluation considered several potential alternatives. Some were eliminated as they were determined to either not have the potential to feasibly achieve the basic project objectives and/or reduce significant project impacts. The following alternatives were selected and analyzed/compared to the project and are evaluated in the Draft EIR:

Alternative 1: No Project—Implementation of the Approved Reclamation Plan Alternative

Under the No Project—Implementation of the Approved Reclamation Plan Alternative, the County would not approve a Reclamation Plan Amendment. Instead, the project site would be reclaimed up to the final phase (Phase 1C) of the approved reclamation plan, consistent with existing permits.

Under this alternative, mining of the quarry pit beyond the bottom elevation of 500 feet above msl specified in the approved reclamation plan would not occur. Unlike the proposed project, Alternative 1 would not result in the creation of a quarry lake and would not leave the east rim intact. Instead, the east rim of the quarry would be excavated and overburden fill materials would be pushed into the quarry excavation such that a relatively flat reclaimed area with a slight slope toward the east would

exist. The final elevation of the backfilled quarry pit area would be about 650 feet msl. Rather than a diversion control structure as included in the proposed project, drainage from the site would flow overland across the site. Drainage from the quarry area would flow generally uncontrolled into Mitchell Creek. No tree screen or berms would impede the views of the exposed quarry pit and benches under this alternative. The end use would remain open space.

Alternative 2: Prohibited Nighttime Reclamation Alternative

Under Alternative 2: Prohibited Nighttime Reclamation Alternative, would be the same as the proposed project except all project-related reclamation, including construction of the control outlet structure, overburden fill areas, screening berm, and grading for final reclamation would only be permitted to take place during operating hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 8 a.m. to 5 p.m. Saturday and Sunday. Some nighttime lighting of project facilities would still be required for security and safety purposes under this alternative; however, reclamation construction lighting and reclamation-related traffic traveling to and from the project site would be prohibited between the hours of 7 p.m. and 7 a.m. Monday through Friday and 5 p.m. and 8 a.m. Saturday and all-day Sunday. The current operational (i.e. non-reclamation) mining activities would not be subject to this restriction. Alternative 2 would meet all of the proposed project objectives.

Alternative 3: In-kind Replacement for Protected Oaks Alternative

Alternative 3, In-kind Replacement for Protected Oaks Alternative, would be the same as the proposed project except the 77 blue oak and valley oak trees that would be removed would be replaced with in-kind species at a 3:1 ratio instead of the proposed 400 foothill pines. Alternative 3 would meet all of the proposed project objectives.

Summary of Impacts and Mitigation Measures

Table ES-2, "Summary of Project Impacts and Mitigation Measures," provides a summary of the project impacts identified and evaluated in the Draft EIR, presents mitigation measures identified in the Draft EIR, and lists the impact significance both without and with mitigation applied. As shown in Table ES-2, several impacts are found to be less than significant and do not require mitigation. All remaining impacts would be significant or potentially significant prior to the implementation of mitigation measures but would be reduced to less than significant with mitigation applied. No impacts were found to be significant and unavoidable. The mitigation measures (e.g., Mitigation Measure 4.1-4, "Daily Limitation of Construction Hours") do not apply to the existing, vested mine and processing plant operations which are not part of this project.

In addition to evaluating project-specific impacts, an EIR must also evaluate cumulative impacts. Cumulative impacts are those that would result from project impacts when combined with impacts of other past, present, or reasonably foreseeable projects. The analysis determined that the project would not result in significant and unavoidable cumulative impacts (see Chapter 5, "Cumulative Impacts").

TABLE ES-2
SUMMARY OF PROJECT IMPACTS AND MITIGATION MEASURES

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
INITIAL STUDY			
CULTURAL RESOURCES AND TRIBAL CULTURAL RESOURCES *No further analysis was performed for the purposes of this Draft EIR. Please see analysis provided in Appendix A-4, "Initial Study."*			
Impact 5b: Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 **Impact 5c: Disturb any human remains, including those interred outside of formal cemeteries** **Impact 18a: Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)** **Impact 18b: A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1**	PS	**Mitigation Measure CUL-1:** The following Mitigation Measures shall be implemented during project demolition/construction activities. 1. A program of on-site education to instruct all demolition/construction personnel in the identification of prehistoric and historic deposits shall be conducted prior to the start of any grading or construction activities. 2. If archaeological materials are uncovered during grading, trenching, or other onsite excavation, all work within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society for California Archaeology (SCA), and/or Society of Professional Archaeology (SOPA), and the Wilton Rancheria Tribe, have had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s) if deemed necessary. **Mitigation Measure CUL-2:** Should human remains be uncovered during grading, trenching, or other on-site excavation(s), earthwork within 30 yards of these materials shall be stopped until the County coroner has had an opportunity to evaluate the significance of the human remains and determine the proper treatment and disposition of the remains. Pursuant to California Health and Safety Code Section 7050.5, if the coroner determines the remains may be those of a Native American, the coroner is responsible for contacting the Native American Heritage Commission (NAHC) by telephone within 24 hours. Pursuant to California Public Resources Code Section 5097.98, the NAHC will then determine a Most Likely Descendant (MLD) tribe and contact them. The MLD tribe has 48 hours from the time they are given access to the site to make recommendations to the land owner for treatment and disposition of the ancestor's remains. The land owner shall follow the requirements of Public Resources Code Section 5097.98 for the remains.	LTS

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
DRAFT ENVIRONMENTAL IMPACT REPORT			
AESTHETICS/VISUAL RESOURCES			
Impact 4.1-1: Substantial Adverse Effect on a Scenic Vista	NI	None required.	NI
Impact 4.1-2: Substantially Damage Scenic Resources Within View of a Scenic Highway	NI	None required.	NI
Impact 4.1-3: Substantial Degradation of the Existing Visual Character or Quality of the Site and Its Surroundings	LTS	None required.	LTS
Impact 4.1-4: Creation of a New Source of Substantial Light and Glare That Would Adversely Affect Day or Nighttime Views in the Area	PS	**Mitigation Measure 4.1-4: Daily Limitation of Reclamation-Related Construction Activities** All reclamation-related construction activities shall be limited to the hours of 7 a.m. to 7 p.m. Monday through Friday.	LTS
AIR QUALITY			
Impact 4.2-1: Conflict with or Obstruct Implementation of the Applicable Air Quality Plan	LTS	None required.	LTS
Impact 4.2-2: Result in a Cumulatively Considerable Net Increase of Any Criteria Pollutant for which the Project Region is Non-Attainment Under an Applicable Federal or State Ambient Air Quality Standard	LTS	None required.	LTS
Impact 4.2-3: Expose Sensitive Receptors to Substantial Pollutant Concentrations	LTS	None required.	LTS
Impact 4.2-4: Result in Other Emissions Adversely Affecting a Substantial Number of People	LTS	None required.	LTS
BIOLOGICAL RESOURCES			
Impact 4.3-1: Have an Adverse Effect, Directly or Indirectly, on Habitat for Special-Status Plant or Wildlife Species due to Ground Surface Disturbance and Vegetation Removal	PS	**Mitigation Measure 4.3-1a: Conduct Botanical Surveys** To avoid and minimize potential impacts to special status plants, the following shall apply: 1. Prior to the commencement of reclamation-related ground disturbing activity (which includes clearing, grubbing, or grading) in previously undisturbed areas identified as having potential special status plant species in the project biological resources assessment report, a qualified botanist or biologist shall conduct a pre-construction survey for special status rare plant species. The survey shall occur within 30 days prior to commencement of ground-	LTS

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		disturbing activity. If a special-status species is detected, the applicant shall avoid activity in the area if doing so is feasible in conjunction with meeting project objectives. 2. If rare plant species are found and avoidance is not feasible, and the plant is listed under CESA, then the applicant shall mitigate on a 1:1 ratio and obtain and comply with necessary permits from CDFW. **Mitigation Measure 4.3-1b: Conduct Special-status Vertebrates Surveys, Personnel Training, and Avoidance** To avoid and minimize impacts to special status vertebrates, the following shall apply. 1. No more than 48 hours prior to the commencement of reclamation-related ground disturbing activity (i.e., clearing, grubbing, or grading) associated with the overburden fill areas, tree screen, diversion outlet structure, or other areas, a qualified biologist shall conduct a pre-construction survey of suitable habitat in the project reclamation area. 2. The biologist shall supply a brief written report (including date, time of survey, survey method, name of surveyor, and survey results) to the Department of Conservation and Development prior to the commencement of ground disturbing activity. 3. Construction personnel shall receive worker environmental awareness training prior to the commencement of ground disturbing activity. This training instructs workers how to recognize special status vertebrate species and their habitat. 4. If a special-status species is detected, all work will be halted until the animal has left the work area or, if necessary, has been relocated by a qualified biologist with applicable authorizations. **Mitigation Measure 4.3-1c: Conduct Bat Surveys, Avoidance, and Employ Approved Eviction When Necessary** To avoid and minimize potential impacts to special status bats, the following shall apply:	

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		1. If reclamation-related ground disturbing activity (which includes clearing, grubbing, or grading) is to commence within 50 feet of suitable bat habitat, including structures and trees with large cavities, during the winter hibernaculum season (e.g., November 1 through March 31), then a qualified biologist shall conduct a pre-construction survey within 50 feet of the reclamation project footprint on the CEMEX property to determine if a potential winter hibernaculum is present, and to identify and map potential hibernaculum sites. 2. The biologist shall supply a brief written report (including date, time of survey, survey method, name of surveyor and survey results) to the Department of Conservation and Development prior to the commencement of ground disturbing activity. If no winter hibernaculum sites are found during the survey, then no further mitigation would be required. 3. If potential hibernaculum sites are found, then the applicant shall avoid all areas within a 50-foot buffer around the potential hibernaculum sites until bats have vacated the hibernaculum. Winter hibernaculum habitat shall be considered fully avoided if reclamation-related activities do not impinge on a 50-foot buffer established by the qualified biologist around an existing or potential winter hibernaculum site. The qualified biologist will determine if non-maternity and nonhibernaculum day and night roosts are present on the project site. If necessary, a qualified biologist will use safe eviction methods to remove bats if direct impacts to non-maternity and non-hibernaculum day and night roosts cannot be avoided. If a winter hibernaculum site is present, then reclamation activities shall not occur within 50 feet until the hibernaculum is vacated, or, if necessary, safely evicted using methods acceptable to CDFW. **Mitigation Measure 4.3-1d: Wildlife Exclusion Fence** A temporary wildlife exclusion fence shall be installed around the perimeter of any previously undisturbed area prior to the initiation of new ground-disturbing activities to discourage small wildlife from entering the site. The	

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		fence shall have escape funnels pointing outwards to allow small wildlife to exit the work area. **Mitigation Measure 4.3-1e: Biologist Presence** A qualified biologist shall be present for all initial reclamation-related ground-disturbing activities in areas that have not been previously disturbed. **Mitigation Measure 4.3-1f: No Monofilament Plastics** To prevent the entrapment of Alameda striped racers and other wildlife, monofilament plastics shall not be used for erosion control. **Mitigation Measure 4.3-1g: Conduct Nesting Bird Surveys and Avoidance** To avoid and minimize impacts to nesting birds, the following shall apply: 1. If reclamation-related ground disturbing activity is to commence within 50 feet of nesting habitat between February 1 and August 31, then a qualified biologist shall conduct a pre-construction survey for active migratory nests within 5 days prior to the commencement of ground disturbing activity. Adjacent parcels under different land ownership will be surveyed only if access is granted or if the parcels are visible from authorized areas. 2. The biologist shall supply a brief written report (including date, time of survey, survey method, name of surveyor and survey results) to the Department of Conservation and Development prior to the commencement of ground disturbing activity. If no active nests are found during the survey, then no further mitigation would be required. 3. If active nests are found in the survey area, then a non-disturbance buffer centered on the nest and of a size determined by a qualified biologist shall be established and maintained around the nest to prevent nest failure. Active nests shall be monitored weekly to ensure that the exclusion zones are intact and that the young are developing. All construction activities shall be avoided within this buffer area until a qualified biologist determines that nestlings have fledged and are foraging independently as determined by a qualified	

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		biologist, unless otherwise approved by the Conservation and Development Department and CDFW. **Mitigation Measure 4.3-1h: Burrowing Owl Protection** To avoid and minimize potential impacts to western burrowing owl, the following shall apply: 1. If reclamation-related ground disturbing activity is to commence in previously undisturbed areas within 500 feet of suitable owl burrow habitat, then a qualified biologist shall conduct a pre-construction survey for burrowing owl. The survey shall occur within 30 days prior to the date that reclamation activities will encroach within 500 feet of suitable habitat. Adjacent parcels under different land ownership will be surveyed only if access is granted or if the parcels are visible from authorized areas. Surveys shall be conducted in accordance with the following: a) A survey for burrows and owls shall be conducted by walking through suitable habitat over the proposed reclamation construction site and in areas within 500 feet of the project disturbance area. b) Pedestrian survey transects should be spaced to allow 100 percent visual coverage of the ground surface. The distance between transect center lines should be no more than 30 meters, and should be reduced to account for differences in terrain, vegetation density, and ground surface visibility. Surveyors should maintain a minimum distance of 50 meters from any owls or occupied burrows. c) If no occupied burrows or burrowing owls are found in the survey area, then the biologist shall supply a brief written report (including date, time of survey, survey method, name of surveyor and survey results) to the Conservation and Development Department and no further mitigation is necessary. d) If occupied burrows or burrowing owls are found, then a complete burrowing owl survey is required. This consists of a	

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		minimum of four site visits conducted on four separate days, which must also be consistent with the Survey Method, Weather Conditions, and Time of Day sections of Appendix D of the California Department of Fish and Wildlife (CDFW) "Staff Report on Burrowing Owl Mitigation" (March 2012). The applicant shall then submit a survey report to the Planning Division which is consistent with the CDFW 2012 Report. e) If occupied burrows or burrowing owls are found during the complete burrowing owl survey, then the applicant shall contact the Planning Division and consult with CDFW prior to construction, and will be required to submit a Burrowing Owl Mitigation Plan (subject to the approval of the Planning Division and CDFW). This plan must document all proposed measures, including avoidance, minimization, exclusion, relocation, or other measures, and include a plan to monitor mitigation success. The CDFW "Staff Report on Burrowing Owl Mitigation" (March 2012) should be used in the development of the mitigation plan. 2. Comply with the mitigation requirements and conditions of any Section 1600 Streambed Alteration Agreement (Agreement), if any, with CDFW for project reclamation activities, as applicable to burrowing owl. If there is a conflict between the terms of mitigation item 1 above and the Agreement, then the Applicant shall abide by the terms of the Agreement. **Mitigation Measure 4.3-1i: Bumblebee Protection** To minimize the take of Crotch's and western bumblebee species, a qualified entomologist shall conduct a take avoidance survey for active bumblebee colony nesting sites in any previously undisturbed area prior to each phase of reclamation-related construction, if the work will occur during the flying season. Survey results, including negative findings, shall be submitted to CDFW prior to implementing reclamation-related ground-disturbing activities. Surveys shall take place during flying season when the species is most likely to be detected above ground, between March 1 and September 1. The surveys shall occur when temperatures are above 60 degrees Fahrenheit	

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		(°F), on sunny days with wind speeds below 8 miles per hour, and at least 2 hours after sunrise and 3 hours before sunset. Surveyors shall conduct transect surveys focusing on detection of foraging bumble bees and underground nests using visual aids such as binoculars. At minimum, a survey report should provide the following: If no Crotch's or western bumble bees or potential Crotch's or western bumble bees are detected, no further mitigation is required. If potential Crotch's or western bumble bees are seen but cannot be identified, the applicant shall obtain authorization from CDFW to use nonlethal netting methods to capture bumble bees to identify them to species. If protected bumble bee nests are found, a plan to protect bumble bee nests and individuals to ensure no take of Crotch's and western bumblebee species shall be developed by a qualified entomologist in consultation with the Conservation and Development Department. The Conservation and Development Department shall approve the plan prior to implementation. **Mitigation Measure 4.3-1j: Take Coverage for Federally Listed Species** If required by the USFWS for certain previously undisturbed areas to support reclamation-related construction activity, the applicant shall obtain take coverage for federally listed species (Alameda striped racer and California red-legged frog). This may be from a Section 7 Consultation resulting in a Biological Opinion (BO) or a Section 10 consultation resulting in a Habitat Conservation Plan (HCP). All avoidance, minimization, and mitigation measures in the BO or HCP shall be implemented as a condition for operating in that area. **Mitigation Measure 4.3-1k: Trapping Federally Listed Species** If necessary, a qualified biologist approved under an active BO or HCP will be contracted to trap and move federally listed species (Alameda striped racer and California red-legged frog) to nearby suitable habitat. **Mitigation Measure 4.3-1l: Take Permit for State Listed Species** If required by CDFW, the applicant shall obtain a California Endangered Species Act Section 2081 Incidental Take Permit (ITP) for the Alameda striped racer associated with new reclamation-related disturbances in previously undisturbed areas. If further future information warrants their inclusion, the permit shall cover Crotch's and/or western bumble bee as well. All avoidance,	

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		minimization, and mitigation measures in the ITP shall be implemented as a condition for operating in that area.	
Impact 4.3-2: Have an Adverse Effect, Directly or Indirectly, on Habitat for Special-Status Plant or Wildlife Species due to Exposure to Quarry Pit Lake Water	LTS	None required.	LTS
Impact 4.3-3: Have an Adverse Effect on Riparian Habitat or Other Sensitive Natural Communities	S	**Mitigation Measures:** Implement Mitigation Measures 4.3-1a, 4.3-1b, 4.3-1c, 4.3-1d, 4.3-1e, 4.3-1f, 4.3-1g, 4.3-1j, 4.3-1k, and 4.3-1l (see Impact 4.3-1) and Mitigation Measures 4.3-6a through 4.3-6i (see Impact 4.3-6). **Mitigation Measure 4.3-3: Acquire Necessary Permits for Jurisdictional Features** The applicant shall mitigate these impacts at an approved ratio and shall obtain required permits to impact the jurisdictional ephemeral stream from the relevant regulatory agencies, including the USACOE, CDFW, and RWQCB, as applicable. These permits will include conditions and Best Management Practices (BMPs) that the quarry shall implement during construction. These permits may also specify mitigation, which the quarry shall provide as specified by the agencies. All terms of the permits shall be implemented as a condition of the project. If permits require mitigation at a higher ratio than 1:1, that requirement will be met.	LTS
Impact 4.3-4: Have an Adverse Effect on Protected Wetlands	PS	**Mitigation Measures:** Implement Mitigation Measure 4.3-3 (see Impact 4.3-3)	LTS
Impact 4.3-5: Interfere with Native Resident or Migratory Fish or Wildlife Species Movement, Corridors, or Nursery Sites	PS	**Mitigation Measures:** Implement Mitigation Measures 4.3-1b, 4.3-1d, 4.3-1e, 4.3-1f, 4.3-1g, 4.3-1h, 4.3-1j, 4.3-1k, and 4.3-1l (see Impact 4.3-1).	LTS
Impact 4.3-6: Conflict with Local Policies or Ordinances Protecting Biological Resources	S	**Mitigation Measure 4.3-6a: Tree Avoidance** The project reclamation plan shall avoid as many protected trees as feasible. The project plan shall incorporate placement of tree protection fencing outside of the avoided trees' drip line, which shall be determined by the diameter of each tree trunk in inches at breast height and multiplied by 12. Preserved trees on the project site shall be avoided during construction by following best management practices as outlined in the following measures.	LTS

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		Mitigation Measure 4.3-6b: Tree Maintenance During Construction, Root Zones Tree roots often extend far beyond the canopy drip line, which shall be determined by the diameter of each tree trunk in inches at breast height and multiplied by 12. Excavation work within the drip line of avoided trees shall not be allowed. **Mitigation Measure 4.3-6c: Tree Protection Fencing** Prior to the start of fill disposal, Tree Protection Fencing (TPF) shall be installed. The TPF shall be maintained during the entire fill disposal process to prevent direct damage to trees and their growing environment. The TPF shall consist of blaze orange barrier fencing supported by metal "Trail" fence posts, unless wildlife exclusion fencing is in place. The TPF shall be placed at a distance that is at or outside of the drip lines, which shall be determined by the diameter of each tree trunk in inches at breast height and multiplied by 12, of avoided trees. The TPF shall be installed as part of the site preparation before fill disposal or tree removal/trimming begins and shall be installed under the supervision of a qualified arborist. The TPF shall not be altered in any way that would increase the encroachment on the avoided trees during fill activities. **Mitigation Measure 4.3-6d: Use of Heavy Equipment** Heavy machinery shall not be allowed to operate (excavation, grading, drainage and leveling) or park within the drip line, which shall be determined by the diameter of each tree trunk in inches at breast height and multiplied by 12, of avoided trees unless approved by a qualified arborist. **Mitigation Measure 4.3-6e: Storage of Construction Materials and Debris** Fill materials shall not be placed against the trunks of avoided trees. Disposal or depositing of oil, gasoline, chemicals or other harmful materials within the drip line, which shall be determined by the diameter of each tree trunk in inches at breast height and multiplied by 12, is prohibited. **Mitigation Measure 4.3-6f: Incidental Damage to Protected Trees** The attachment of wires, signs, and ropes to any protected tree is strictly prohibited. Workers may be allowed to rest under trees, but they must not injure trees by any means. The County shall be notified if any damage occurs	

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		to a retained tree during fill disposal so that proper treatment may be administered. **Mitigation Measure 4.3-6g: Trimming** All pruning of protected trees shall be performed by a licensed contractor familiar with International Society of Arboriculture pruning guidelines and shall comply with the guidelines established by the International Society of Arboriculture, Best Management Practices, Tree Pruning, and any special conditions as determined by a certified arborist or the County's Director. A certified arborist shall coordinate all activities involving protected trees near the construction zone that are not permitted for removal. **Mitigation Measure 4.3-6h: Tree Planting Monitoring and Establishment** Tree planting shall be monitored according to the methods outlined in Section 2.9.6 of the Reclamation Plan for successful establishment of installed trees. Establishment will be considered successful if 50 percent of the number of plantings required by the County have become established with no significant intervention for at least two years. **Mitigation Measure 4.3-6i: Oak Tree Plan** The operator of the Clayton Quarry shall consult with an arborist to develop a plan that identifies where oak trees can be planted within the project site upon the completion of mining without substantially exacerbating wildfire risk on the site. The oak tree plan shall be provided to the Contra Costa County Fire Protection District and to the Planning Division for review and comment, to confirm that the additional oaks would not substantially exacerbate wildfire risk by connecting the two very high fire hazard severity zones on the project site. Oak trees shall be planted on the site during final reclamation activities as indicated in the final oak tree plan. Tree planting shall be monitored according to the methods outlined in Section 2.9.6 of the Reclamation Plan for the successful establishment of installed trees. The monitoring shall verify that the following performance standard is met: the planted trees must be healthy and must survive three years without intervention to be considered established. If the survival rate is less than 80 percent after three years, the trees that did not survive shall be replaced. The verification monitoring shall continue until the 80 percent survival rate of the	

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		trees planted under the oak tree plan has been achieved for three consecutive years.	
Impact 4.3-7: Conflict with Provisions of an Adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other Local or Regional Plan Protecting Biological Resources	LTS	None required.	LTS
GEOLOGY AND SOILS			
Impact 4.4-1: Exposure of People or Structures to Potential Substantial Adverse Effects, Including the Risk of Loss, Injury, or Death, as a Result of Rupture of a Known Fault	LTS	None required.	LTS
Impact 4.4-2: Exposure of People or Structures to Potential Substantial Adverse Effects, Including the Risk of Loss, Injury, or Death, as a Result of Strong Seismic Ground Shaking	LTS	None required.	LTS
Impact 4.4-3: Exposure of People or Structures to Potential Substantial Adverse Effects, as Result of Seismically-Induced Liquefaction, Lateral Spreading, and Settlement	LTS	None required.	LTS
Impact 4.4-4: Exposure of People or Structures to Potential Substantial Adverse Effects, Including the Risk of Loss, Injury, or Death, as a Result of Rockfalls and Landslides within the Quarry	PS	**Mitigation Measure 4.4-4: Slope Stability Monitoring** The operator of the Clayton Quarry (Operator) shall retain a County-approved qualified engineering geologist or geotechnical engineer experienced in evaluating the stability of slopes within the Knoxville formation at the diabase/Knoxville contact. These slopes shall be inspected every 5 years, or at an alternative frequency, if recommended by the engineering geologist or geotechnical engineer and approved by the County. The results of the inspection and any recommendations by the engineering geologist or geotechnical engineer shall be documented and submitted to the County within 30 days following the inspection. The report shall be accompanied with the Board of Supervisor's approved fee for review by the County Geologist. Inspections shall summarize the rock types observed, provide detailed rock mass descriptions and measured discontinuity orientations, observed seepage conditions, and compare the observed conditions relative to those identified in the project geotechnical evaluation completed for the revised reclamation plan by Golder Associates Inc. [Golder] in 2017 ("Geotechnical Evaluations for Revised Reclamation Plan,	LTS

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		Clayton Quarry, Clayton, California"). The geotechnical evaluation shall be appended to the Mitigation Monitoring and Reporting Program and shall be incorporated into the conditions of approval for the project. If the conditions vary from the geotechnical evaluation document characterization, the engineering geologist or geotechnical engineer shall evaluate whether the changes have an adverse impact on slope stability, and, if so, provide feasible recommendations to mitigate the slope stability concerns to achieve a minimum static factor of safety of 1.3 and a pseudo-static factor of safety greater than 1.0. Recommendations shall be implemented within 6 months by the Operator, if feasible, otherwise as soon as practicable thereafter, upon approval by the County.	
Impact 4.4-5: Exposure of People or Structures to Potential Substantial Adverse Effects, Including the Risk of Loss, Injury, or Death, as a Result of Landslides within the Overburden Fill Areas	LTS	None required.	LTS
Impact 4.4-6: Exposure of People or Structures to Potential Substantial Adverse Effects, Including the Risk of Loss, Injury, or Death, as a Result of Landslides within the Plant Site Area	LTS	None required.	LTS
Impact 4.4-7: Result in Substantial Soil Erosion or the Loss of Topsoil	PS	**Mitigation Measures:** Implement Mitigation Measure 4.6-4a and 4.6-4b (see Impact 4.6-4).	LTS
Impact 4.4-8: Be Located on a Geologic Unit or Soil That Is Unstable, or That Would Become Unstable as a Result of the Project and Potentially Result in On- or Off-Site Landslide, Lateral Spreading, Subsidence, Liquefaction or Collapse	PS	**Mitigation Measures:** Implement Mitigation Measure 4.4-4 (see Impact 4.4-4).	LTS
Impact 4.4-9: Be Located on Expansive Soil, as Defined in Table 18-1-B of the Uniform Building Code (1994), Creating Substantial Risks to Life or Property	LTS	None required.	LTS
Impact 4.4-10: Directly or indirectly Destroy a Unique Geological Feature	NI	None required.	NI
Impact 4.4-11: Directly or indirectly Destroy a Unique Paleontological Resource	PS	**Mitigation Measure 4.4-11: Paleontological Resources** The operator of the Clayton Quarry (Operator) shall inform its employees and contractors involved in ground disturbing activities associated with reclamation of the sensitivity of the project area for paleontological resources	LTS

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		and shall include the following directive in employee and contractor training materials: "The subsurface of the quarry may be sensitive for paleontological resources in the Knoxville formation (the east side of the quarry pit) and in the alluvium (east side of the Clayton Quarry property). If paleontological resources are encountered during subsurface disturbance, all ground disturbing activities within 100 feet of the find shall be redirected and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Employees and contractors shall not collect or move any paleontological materials. Paleontological resources include fossil plants and animals, and such trace fossil evidence of past life as animal tracks. Employee/contractor acknowledges and understands that excavation or removal of paleontological material is prohibited by law and constitutes a misdemeanor under California Public Resources Code, Section 5097.5." A copy of the training materials and documentation of completed training shall be provided to the County for review upon request. If a paleontological resource is encountered during implementation of the revised reclamation plan, the Operator shall notify the County and all activity within 100 feet of the find shall halt until it can be evaluated by a qualified paleontologist. The paleontologist shall evaluate the resource and determine its significance. If significant, the paleontologist shall notify the County and the Operator, in consultation with the County and the paleontologist, shall prepare a treatment plan such that the fossil would be recovered and scientific information preserved. The paleontologist shall implement the treatment plan in consultation with the County and Operator prior to allowing work in the 100-foot radius to resume.	
GREENHOUSE GAS EMISSIONS			
Impact 4.5-1: Gas Emissions Generated By Reclamation Activities Could Have a Significant Impact on Global Climate Change	PS	**Mitigation Measure 4.5-1a: Idling Times** Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure CCR Title 13, Section 2485). Clear	LTS

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		signage shall be provided for construction workers at all access points. [Measure applies to idling times for all equipment other than diesel-powered equipment]. **Mitigation Measure 4.5-1b: Idling Times for Diesel-powered Equipment** Minimize the idling time of diesel-powered construction equipment to two minutes. [Measure applies to idling times for diesel-powered equipment only]. **Mitigation Measure 4.5-1c: Equipment Maintenance** All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. **Mitigation Measure 4.5-1d: Alternative Fuel Plan** Prior to construction, develop a plan demonstrating that alternative fueled (e.g., biodiesel, electric) construction vehicles/equipment will represent at least 15 percent of the construction fleet if commercially available. **Mitigation Measure 4.5-1e: Local Building Materials** Use at least 10 percent local building materials in construction (e.g., construction aggregates, concrete pipe). **Mitigation Measure 4.5-1f: Recycle or Reuse Construction and Demolition Materials** Recycle or reuse at least 50 percent of construction waste or demolition materials (e.g., during decommissioning and removal of processing plant facilities). **Mitigation Measure 4.5-1g: Generator Alternative Fuel** Use alternative fuels for generators at construction sites such as propane or solar, or use electrical power, as feasible for each construction site.	
Impact 4.5-2: Consistency with Applicable GHG Plans, Policies, or Regulations.	LTS	None required.	LTS
HYDROLOGY AND WATER QUALITY			
Impact 4.6-1: Violate Water Quality Standards or Waste Discharge Requirements or Substantial Degradation of Surface Water or Groundwater Quality	PS	**Mitigation Measure 4.6-1a: Compliance with General Permit Requirements** Compliance with requirements set forth in applicable NPDES and SWPPP. The operator of the Clayton Quarry (Operator) shall comply with the	LTS

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		requirements set forth in any applicable NPDES program or SWPPP requirements, including, but not limited to, submitting a Notice of Intent prior to the start of activities under the Construction General Permit, updating the existing SWPPP as required by the Industrial General Permit based on changes to site conditions, and implementing typical BMPs for the protection of water quality. **Mitigation Measure 4.6-1b: RWQCB Discharge Approvals** The operator of the Clayton Quarry (Operator) shall submit a Report of Waste Discharge to the San Francisco Regional Water Quality Control Board (RWQCB) prior to discharging any pit lake water. The report shall include information on the estimated characteristics of the quarry pit lake water quality as described in the "Quarry Lake Water Quality and Aquatic Life Criteria" Technical Memorandum, prepared by EMKO Environmental, Inc., July 2, 2021. The Operator shall implement any WDRs issued by the RWQCB in response to the Report of Waste Discharge. The Operator shall inform the County that a Report of Waste Discharge has been submitted, and shall provide the County with evidence of NPDES coverage and WDR compliance prior to any off-site discharge and at any time thereafter upon County request. **Mitigation Measure 4.6-1c:** Funding Mechanism Within 30-days after the effective date of this permit, the Operator shall submit for review and approval by the Director of Conservation and Development, or designee, ("Director") a proposed funding mechanism (e.g., a bond) and cost basis to secure costs related to the required post-reclamation activities. The funding mechanism shall be in a form and an amount reasonably acceptable to the Director and shall be sufficient to cover costs associated with those post-reclamation activities described in Table 1 below, including the activities required by Mitigation Measure 4.6-7. The funding mechanism shall be held by the County, or held and managed by a third party approved by the Operator and County, as determined by the Director. On the fifth anniversary of this permit's effective date, and at five-year intervals thereafter, the Operator shall submit an updated post-reclamation activity funding mechanism and cost basis to the Director for review and approval. The updated cost basis must be calculated to account for inflation and	

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

<table>
<tr><th>Impact</th><th>Significance Before Mitigation</th><th>Mitigation Measures</th><th>Significance After Mitigation[1]</th></tr>
<tr><td></td><td></td><td>updated materials, construction, and maintenance costs, sufficient for the Director to determine whether the funded amount sufficiently secures anticipated costs related to the required post-reclamation activities. The Operator shall submit a Condition of Compliance review application (or equivalent) and associated deposit with each 5-year review to cover County time and material costs related to the Director's review of the updated funding mechanism and cost basis.

Table 1
Clayton Quarry Lake Drainage Post-Reclamation Inspection and Maintenance Activities
<table>
<tr><th>Item</th><th>Description</th><th>Implementation Timing</th></tr>
<tr><td colspan="3">Inspection Items</td></tr>
<tr><td>1</td><td>Quarry pit drainage outlet structure, including:
a. Condition of concrete bulkhead (e.g., spalling, exposed reinforcing, cracks, joint openings)
b. Condition of steel plate (e.g., abrasion, rust)
c. Condition of debris screen (e.g., abrasion, rust, connection to steel plate)</td><td>Annual inspection</td></tr>
<tr><td>2</td><td>24-inch HDPE drainage pipe (culvert), including:
a. Condition of pipe at inlet
b. Condition of pipe at manholes (2)
c. Condition of pipe connection at Mitchell Canyon Rd.</td><td>Annual inspection</td></tr>
</table></td><td></td></tr>
</table>

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

<table>
<tr><th>Impact</th><th>Significance Before Mitigation</th><th>Mitigation Measures</th><th>Significance After Mitigation[1]</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><td>3</td><td>Rip-rap mound above drainage outlet (e.g., scour, undermining, washout, or other damage)</td><td>Annual inspection</td></tr>
<tr><td>4</td><td>Quarry lake perimeter fencing</td><td>Annual inspection</td></tr>
<tr><td colspan="3">Maintenance Items</td></tr>
<tr><td>5</td><td>Repairs to quarry pit drainage outlet structure (e.g., concrete facing and reinforcement)</td><td>Deficiencies to be addressed prior to next inspection; immediate repair if structural integrity of drainage outlet is in jeopardy</td></tr>
<tr><td>6</td><td>Clean-out of 24-inch HDPE drainage pipe (culvert)</td><td>Deficiencies to be addressed prior to next inspection; clean out sediment and debris prior to onset of rainy season, if needed</td></tr>
<tr><td>7</td><td>Maintenance of rip-rap mound (e.g., clean-out of sediment and debris and replacement of rip- rap rock)</td><td>Deficiencies to be addressed prior to next inspection; clean out sediment and debris and re-establish rip-rap protection prior to onset of rainy season, if needed</td></tr>
<tr><td>8</td><td>Repair damaged quarry lake perimeter fencing</td><td>Deficiencies to be addressed prior to next inspection; repair wire mesh and barbed wire, if needed</td></tr>
</table>
</td><td></td></tr>
<tr><td>Impact 4.6-2: Substantially Decrease Groundwater Supplies or Interfere Substantially with Groundwater Recharge such that the Project May Impede Sustainable Groundwater Management of the Basin</td><td>LTS</td><td>None required.</td><td>LTS</td></tr>
<tr><td>Impact 4.6-3: Substantially Alter Drainage Patterns in a Manner Which Would Result in Erosion or Siltation Within Areas That Drain to the Northern Watershed</td><td>LTS</td><td>None required.</td><td>LTS</td></tr>
</table>

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
Impact 4.6-4: Substantially Alter Drainage Patterns in a manner which would result in Erosion or Siltation within the Quarry, Mitchell Creek, and Transitional Watershed Areas	PS	**Mitigation Measure 4.6-4a: Incorporate Haul Road Erosion Control Measures** Incorporate erosion control measures into the revised reclamation plan consistent with recommendations of the "Runoff from East Rim Access and Upper Quarry Haul Roads" Memorandum, prepared by EMKO Environmental, Inc., April 18, 2017. The memorandum shall be appended to the Mitigation Monitoring and Reporting Program and shall be incorporated into the conditions of approval for the project. Erosion control measures include, but are not limited to the installation of drainage controls such as cross slopes and rock-lined ditches along the portion of east rim haul road located in the Knoxville formation. **Mitigation Measure 4.6-4b: Incorporate Quarry Pit and Overburden Fill Area Erosion Control Measures** Incorporate erosion control measures into the revised reclamation plan consistent with recommendations of the "Geotechnical Evaluations for Revised Reclamation Plan, Clayton Quarry, Clayton, California" Report, prepared by Golder Associates, May 2017. The geotechnical evaluation shall be appended to the Mitigation Monitoring and Reporting Program and shall be incorporated into the conditions of approval for the project. These erosion control measures include, but are not limited to, the placement of rip-rap and vegetation along the quarry pit lake shore, as well as the following measures to be implemented within the overburden fill areas: • 2.5H:1V or flatter slopes with wheel and track rolling compactive effort; • Slope heights under 50 feet vertical, unless interim benches are used for drainage control; • Use of "J-ditches" or functional equivalent where beneficial to direct drainage horizontally across fill areas to designated drainage channels; • Fill slopes revegetated with appropriate erosion control seed mix; and	LTS

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		• Erosion control fabric, wattles and other BMPs implemented as needed to reduce erosion and improve stability of the surficial layer of soil.	
Impact 4.6-5: Substantially Alter Drainage Patterns in a manner which would result in On-Site Flooding or Exceed the Capacity of the Existing Storm Drainage System	LTS	None required.	LTS
Impact 4.6-6: Substantially Alter Drainage Patterns in a manner which would result in Off-Site Flooding or Exceed the Capacity of the Existing Storm Drainage System	LTS	None required.	LTS
Impact 4.6-7: Substantially Alter Drainage Patterns in a manner which would result Uncontrolled Discharges from the Quarry Pit Lake and Thereby result in On- Or Off-Site Flooding or Exceed the Capacity of the Existing Storm Drainage System	PS	**Mitigation Measures:** Implement Mitigation Measures 4.6-1c (see Impact 4.6-1). **Mitigation Measure 4.6-7: Quarry Pit Lake Outlet Structure and Pipeline Maintenance** Following the construction of the quarry pit lake outlet structure and drainage pipeline, the operator of the Clayton Quarry shall retain a qualified professional engineer approved by the County to conduct inspection and as-needed repair of the drainage pipeline annually, in the late summer/early fall, and after any earthquake in Contra Costa County that generates strong (modified Mercalli Intensity VI) or greater ground shaking. Reports documenting inspection findings and any repair completed shall be submitted to the County after each inspection.	LTS
Impact 4.6-8: Substantially Alter Drainage Patterns in a Manner Which Would Impede or Redirect Flood Flows	NI	None required.	NI
Impact 4.6-9: Release of Pollutants in Flood Hazard, Tsunami, or Seiche Zones Due to Project Inundation	LTS	None required.	LTS
Impact 4.6-10: Conflict with or Obstruct Implementation of a Water Quality Control Plan or Sustainable Groundwater Management Plan	PS	**Mitigation Measures:** Implement Mitigation Measures 4.6-1a and 4.6-1b (see Impact 4.6-1).	LTS
LAND USE AND PLANNING			
Impact 4.7-1: Physically Divide an Established Community	NI	None required.	NI
Impact 4.7-2: Conflict with Land Use Plans, Policies, and Regulations	LTS	None required.	LTS

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
NOISE			
Impact 4.8-1: Generation of a Substantial Temporary or Permanent Increase in Ambient Noise Levels in the Vicinity of The Project Site in Excess of Standards Established in the Local General Plan or Noise Ordinance, or Applicable Standards of Other Agencies	PS	**Mitigation Measures:** Implement Mitigation Measure 4.1-4 (see Impact 4.1-4). **Mitigation Measure 4.8-1: Noise Reduction During Removal of Processing Plant and Support Structures** To reduce potential construction-equipment reclamation-related noise impacts associated with the removal of processing plant and support structures on the project site, the following multi-part mitigation measure shall be implemented during the removal of the processing plant and support structures: • The operator of the Clayton Quarry (Operator), employees, and the demolition contractor shall ensure that all internal combustion engine-driven equipment are equipped with mufflers that are in good condition and appropriate for the equipment. • The demolition contractor shall locate stationary noise-generating equipment as far as feasible from sensitive receptors. In addition, the construction contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site. • The demolition contractor shall locate, to the maximum extent practical, on-site equipment in staging areas to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the project site. • The demolition contractor shall prohibit unnecessary idling of internal combustion engines. • An on-site complaint and enforcement manager (manager) shall be available to respond to and track noise complaints. The telephone number of the manager shall be posted at the entrance to the quarry site. The manager shall be trained to use a sound level meter and should be available during all construction hours to respond to noise complaints. The manager shall be responsible for responding to any noise complaints regarding construction noise and for coordinating with the adjacent land uses. The manager will determine the cause of any complaints and coordinate with the demolition team to	LTS

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

Impact	Significance Before Mitigation	Mitigation Measures	Significance After Mitigation[1]
		implement effective measures (considered technically and economically feasible, such as noise curtains, temporary sound walls, berms, etc.) to correct the problem. The complaints and noise reduction measures shall be documented and provided to the County upon request. • At least one week prior to commencement of the removal of the processing plant and supporting structures, the Operator shall prepare a notice that the demolition work will commence. The notice shall be posted at the site and mailed to all the owners and occupants of property within 300 feet of the exterior boundary of the project site as shown on the latest equalized assessment roll. The notice shall include the telephone number of the complaint and enforcement manager. A copy of the notice shall be mailed to Contra Costa County Department of Conservation and Development. • This mitigation measure 4.8-1 only applies to reclamation activities, not to operational activities.	
Impact 4.8-2: Generate Excessive Groundborne Vibration or Groundborne Noise from Reclamation Activities	LTS	None required.	LTS
OTHER CEQA TOPICS			
Impact 7-1: Substantially Degrade the Quality of the Environment, Reduce Habitat of a Fish or Wildlife Species, cause a Fish or Wildlife Population to Drop Below Self-Sustaining Levels, Threaten to Eliminate a Plant or Animal Community, Substantially Reduce the Number or Restrict the Range of a Rare or Endangered Plant or Animal or Eliminate Important Examples of the Major Periods of California History or Prehistory	PS	**Mitigation Measures:** Implement Mitigation Measures 4.3-1a, 4.3-1b, 4.3-1c, 4.3-1d, 4.3-1e, 4.3-1f, 4.3-1g, 4.3-1h, 4.3-1i, 4.3-1j, 4.3-1k, 4.3-1l, 4.3-3, 4.3-6a, 4.3-6b, 4.3-6c, 4.3-6d, 4.3-6e, 4.3-6f, 4.3-6g, 4.3-6h, and 4.3-6i (see Section 4.3), CUL-1, and CUL-2 (see Appendix A-4).	LTS
Impact 7-2: Impacts that are Individually Limited but Cumulatively Considerable	PS	**Mitigation Measures:** Implement Mitigation Measures 4.5-1a, 4.5-1b, 4.5-1c, 4.5-1d, 4.5-1e, 4.5-1f, and 4.5-1g	LTS
Impact 7-3: Environmental Effects which will Cause Substantial Adverse Effects on Human Beings	PS	**Mitigation Measures:** Implement Mitigation Measures 4.1-4, 4.4-4, 4.5-1a, 4.5-1b, 4.5-1c, 4.5-1d, 4.5-1e, 4.5-1f, 4.5-1g, 4.6-1a, 4.6-1b, 4.6-1c, 4.6-4a, 4.6-4b, 4.6-7, 4.8-1.	LTS

NI = No Impact; **LTS** = Less than Significant; **PS** = Potentially Significant; **S** = Significant; **SU** = Significant and Unavoidable

THIS PAGE
INTENTIONALLY
LEFT BLANK

Department of Conservation and Development

30 Muir Road
Martinez, CA 94553

Phone:1-855-323-2626

Contra Costa County

John Kopchik
Director

Aruna Bhat
Deputy Director

Jason Crapo
Deputy Director

Maureen Toms
Deputy Director

Amalia Cunningham
Assistant Deputy Director

February 16, 2022

NOTICE OF AVAILABILITY OF A DRAFT ENVIRONMENTAL IMPACT REPORT

State Clearinghouse #2020020323

County File #'s CDLP15-02030/31

Pursuant to the State of California Public Resources Code and the "Guidelines for Implementation of the California Environmental Quality Act of 1970" as amended to date, this is to advise you that the Community Development Division of the Department of Conservation and Development of Contra Costa County has prepared an Environmental Impact Report for the following project:

PROJECT TITLE: CEMEX Clayton Quarry Reclamation Plan Amendment

APPLICANT: CEMEX Construction Materials Pacific, LLC
Attn: Steve Grace, Ph. (831) 970-9559
2365 Iron Point Road, Suite 120
Folsom, CA 95630

LOCATION: The project site is located at 515 Mitchell Canyon Road, Clayton, CA 94517. This location is with unincorporated Contra Costa County. The project site and immediate unincorporated County lands are surrounded to the east by the Town of Clayton and City of Concord to the north. (Assessor Parcel No.: 122-020-013 and 122-020-007) (Zoning: A-2 General Agricultural District, A-2)

PROJECT DESCRIPTION:

The applicant is requesting approval of two land use permits (County File #'s LP15-2030 and 2031) for the purposes of amending its reclamation plan and corresponding operations, which includes the following components:

- Reclamation over an anticipated period of 47 years to a post-mining land use of open space;
- Reduction of the surface mining disturbance footprint relative to the existing reclamation plan that leaves the east rim of the quarry intact, providing visual buffer between the quarry and view sheds to the east;

- Permanent overburden fill areas;
- Final grading contours reflecting a maximum depth of excavation at elevation 110 feet above mean sea level (msl) with finish slope angles that achieve adequate factors of safety;
- A final drainage plan that provides for the quarry pit to slowly fill with stormwater following reclamation to form a quarry lake with a controlled outflow that conveys stormwater to natural drainage courses and man-made drainage facilities;
- Removal of facilities, structures and equipment associated with mining;
- Revegetation of the quarry east rim, overburden fill areas, and processing plant site to a combination of chaparral and grassland habitats that feature California native seed mixes;
- Elimination of requirements to backfill, grade, and compact the quarry floor and benches, given that the planned open space end use would provide for a future quarry lake;
- Clarification of pre-Surface Mining and Reclamation Act (SMARA) (1976) disturbance areas, including any areas disturbed outside the boundaries of the approved reclamation plan;
- Removal of 79 out of 123 existing trees, to be replaced with 400 foothill pine trees that would form a tree screen along the quarry east rim;
- Compliance with current State reclamation standards to be achieved during reclamation; and
- An exception request to Division 914 of the Contra Costa Code of Ordinances (Offsite Collect and Convey requirement).

In addition, and in response to stakeholder input, CEMX has incorporated into the project a new screening berm (between the existing processing plant site and residential communities to the north).

ENVIRONMENTAL EFFECTS OF THE PROJECT:

Pursuant to Article 9 of the California Environmental Quality Act (CEQA), the Draft EIR describes the proposed Project; identifies, analyzes, and evaluates the environmental impacts which may result from the proposed Project; and identifies measures to mitigate adverse environmental impacts. The mitigations identified in this document and designed for the proposed Project ensure that the Project will not cause a significant impact on the environment. The Draft EIR for the proposed Project identified potentially significant impacts in the environmental topics of aesthetics, air quality, biological resources, geology & soils, GHG emissions, hydrology/water quality, and noise. Environmental analysis determined that measures were available to mitigate potential adverse impacts to less-than-significant levels. As a result of the above, a Draft EIR has been prepared pursuant to Public Resources Code Section 21080(d) of the California Environmental Quality Act (CEQA) Guidelines.

WHERE TO REVIEW THE DRAFT EIR:

The Draft EIR can be viewed online at the following link: (https://www.contracosta.ca.gov/7605/Major-Planning-Applications-Under-Consid). Any sources of information referenced in the Draft EIR can be provided upon request by contacting the project planner.

PUBLIC COMMENT PERIOD:

Prior to adoption of the Draft EIR, the County will be accepting comments on the adequacy of the document during a 45-day public comment period; the Draft EIR may be certified at a future date in a public hearing following the public comment period. The period for accepting comments on the adequacy of the environmental document will begin on **Friday, February 18, 2022** and extends to **Monday, April 4, 2022, until 5:00 P.M**. Any comments should be in writing and submitted to the following address:

Francisco Avila, Principal Planner
Community Development Division
Contra Costa County, Department of Conservation and Development 30 Muir Road, Martinez, CA 94553

OR emailed to Francisco.Avila@dcd.cccounty.us

Sincerely,

Francisco Avila

Francisco Avila
Principal Planner
(925)655-2866
Francisco.Avila@dcd.cccounty.us

cc: County Clerk's Office (2 copies)
Adjacent Occupants and Property Owners Notification List

attach: Vicinity Map

DRAFT



LEGEND

Property Boundary

Quarry & Plant Site

Source: Nokia/Microsoft Corporation

VICINITY MAP

CEMEX CLAYTON QUARRY
CONTRA COSTA COUNTY, CA

MARCH 2017

Spinardi Associates
265 Sea View Ave., Piedmont, CA 94610

Figure 1

MINUTES
SPECIAL MEETING
OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)

December 7, 2021

1. **CALL TO ORDER AND ROLL CALL** – the meeting was called to order at 8:21 p.m. by Chair Tillman. Board Members present: Chair Tillman, Vice Chair Cloven, Board Members Diaz, Wan, and Wolfe. Board Members absent: None. Staff present: City Manager Reina Schwartz, Legal Counsel Mala Subramanian, and Secretary Janet Calderon.

2. **PUBLIC COMMENTS** – None.

3. **CONSENT CALENDAR**

It was moved by Board Member Wolfe, seconded by Vice Chair Cloven, to approve the Consent Calendar as submitted. (Passed; 5-0 vote).

(a) Approve the Board of Directors' minutes for its regular meeting August 3, 2021. (Secretary)

4. **ANNUAL REORGANIZATION OF THE BOARD OF DIRECTORS**

(a) Nominations and election of Chair (Chair Tillman to conduct the election)

Chairman Tillman opened the floor to nominations for Chair in 2022.

Board Member Wolfe nominated Holly Tillman for the office of Chairperson. Chairperson Tillman declined. Chairperson Tillman nominated Board Member Diaz. No other nominations were received.

Chairman Tillman called for the vote to elect Jim Diaz as GHAD Chairperson. (Passed; 5-0 vote).

(b) Nominations and election of Vice Chair (New Chair to conduct the election).

Chairperson Diaz opened the floor to nominations for Vice Chair in 2022.

Board Member Wolfe nominated Holly Tillman for the office of Vice Chair. Board Member Tillman declined. Board Member Tillman nominated Board Member Wolfe. No other nominations were received.

Chairperson Diaz called for the vote to elect Carl Wolfe as GHAD Vice Chair. (Passed; 5-0 vote).

5. **PUBLIC HEARINGS** - None.

6. **ACTION ITEMS** – None.

7. **BOARD ITEMS** – limited to requests and directives for future meetings.

6. **BOARD ITEMS**

Boardmember Wan requested the City's website should include the City Engineers scheduled work, including completion dates, and specify areas of responsible in the Oakhurst Geological Hazard Abatement District.

7. **ADJOURNMENT** **-** on call by Chairperson Diaz the Board meeting adjourned at 8:30 p.m.

# # # #

Respectfully submitted,

_____
Janet Calderon, Secretary

Approved by the Board of Directors
Oakhurst Geological Hazard Abatement District

_____
Jim Diaz, Chairperson

CITY OF CLAYTON
Founded 1857 . . Incorporated 1964

GHAD REPORT

TO: **HONORABLE DISTRICT DIRECTORS**

FROM: **REINA J. SCHWARTZ, CITY MANAGER**

DATE: **MARCH 15, 2022**

SUBJECT: **ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ANCHOR CM THROUGH JUNE 30, 2023 WITH UP TO FOUR ONE-YEAR EXTENSIONS FOR ASSSESSMENT DISTRICT MANAGEMENT SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND APPOINTING LARRY THEIS, PE AS GENERAL MANAGER FOR THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT**

RECOMMENDATION

It is recommended that the City Council, by Resolution, approve a Professional Services Agreement with Anchor CM for assessment district management services for an initial term of March 15, 2022 through June 30, 2023 with up to four one-year extensions authorized by mutual agreement of the parties, authorize the City Manager to execute the Agreement and appoint Larry Theis, PE as the Oakhurst Geological Hazard Abatement District (GHAD) General Manager.

BACKGROUND

Since August 2017, the City has contracted with the firm Harris & Associates, Inc. for professional engineering services including serving as the Oakhurst GHAD General Manager. The current amendment to the agreement with Harris & Associates expires on March 31, 2022. Given changes in staffing at Harris that have limited the ability of Harris to adequately support Clayton for assessment district management, in January 2022, the City issued a Request for Qualifications for a new firm to serve as City Engineer and General Manager of the Oakhurst Geological Hazard Abatement District (GHAD).

DISCUSSION

A total of five firms submitted proposals to serve as City Engineer and Oakhurst GHAD General Manager. The firms that submitted were: Kennedy & Associates, Coastland, Freyer & Laureta, SNG & Associates, Inc., and Anchor CM.

The proposals were reviewed by internal staff as well as by an outside engineering expert. The top two ranked firms, Kennedy & Associates and Anchor CM were interviewed by the

City Manager and Assistant to the City Manager. Based on the completeness of their proposal, the technical breadth and depth of their team and their familiarity with engineering and public works within Contra Costa County, the top firm was determined to be Anchor CM. Anchor's proposal is attached to this report.

The principal with Anchor CM who will serve as the General Manager for the Oakhurst GHAD is Larry Theis, PE, who was most recently the Public Works Director and previously the City Engineer for the City of Orinda, prior to joining Anchor CM. In addition to Mr. Theis and staff at Anchor CM, the firm has also partnered with a number of other firms to bring further expertise to the table including CSG (development review); Advanced Mobility Group (traffic and transportation); BSK Associates (geotechnical, inspection and materials testing); and Francisco & Associates (assessment districts).

FINANCIAL IMPACT

Under the current agreement with Harris & Associates, the City pays on an hourly basis for all of the services required related to assessment district management including the work of the named General Manager. The cost per month of the services varies as do the funding sources.

The proposed fees for the Anchor CM agreement are very similar to that in place currently with Harris. For example, the current rate for the City Engineer/General Manager through Harris is $267/hour; the proposed hourly rate for the new City Engineer/General Manager is $239/hour. Rates for other services and specialties are also similar. Overall, it is anticipated that the new agreement will result in costs similar to the current agreement so no budget adjustment is requested for the current fiscal year. When the FY2022/23 Budget is introduced, any adjustments in overall budgeted amounts for Engineering will be brought forward.

Attachment:1: Resolution
Attachment 2: Professional Services Agreement with Anchor CM
Attachment 3: Clayton RFP for City Engineering and Oakhurst GHAD Services
Attachment 4: Proposal from Anchor CM

GHAD RESOLUTION NO. ##-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ANCHOR CM FOR ASSESSMENT DISTRICT MANAGEMENT SERVICES THROUGH JUNE 30, 2023 WITH UP TO FOUR ONE-YEAR RENEWALS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND APPOINTING LARRY THEIS, PE AS GENERAL MANAGER FOR THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT

THE BOARD OF DIRECTORS
Oakhurst Geological Hazard Abatement District
Clayton, California

WHEREAS, the City of Clayton has contracted since 2017 with the firm Harris & Associates for city engineering services including a designated General Manager for the Oakhurst Geological Hazard Abatement District (GHAD);

WHEREAS, the current agreement with Harris & Associates expires March 31, 2022;

WHEREAS, changes in staffing have limited the ability of Harris & Associates to adequately support the City of Clayton;

WHEREAS, the City of Clayton issued a Request for Proposals in January 2022 for city engineering services including serving as GHAD General Manager;

WHEREAS, the City received a total of five proposals which were evaluated and ranked and then the top two firms were interviewed; and

WHEREAS, the top-ranked firm was Anchor CM based on the completeness of their proposal, the technical breadth and depth of their team and their familiarity with engineering and public works in Contra Costa County.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Oakhurst Geological Hazard Abatement District does hereby:

1. Approve a Professional Services Agreement with Anchor CM for assessment district management services including serving as General Manager for the Oakhurst Geological Hazard Abatement District for the period of March 15, 2022 through June 30, 2023 with up to four one-year extensions authorized by mutual agreement of the parties;
2. Appoint Larry Theis, PE as the Oakhurst GHAD General Manager; and
3. Authorize the City Manager to execute the Agreement.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Oakhurst Geological Hazard Abatement District at a regular public meeting thereof held on the 15th day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Oakhurst Geological Hazard Abatement District
BOARD OF DIRECTORS

_____
Jim Diaz, Chairperson

ATTEST:

_____
Janet Calderon, Secretary

CITY OF CLAYTON
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of March 15, 2022 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and Anchor CM, a California S-Corporation with its principal place of business at 3685 Mt. Diablo Blvd, Suite 345, Lafayette, CA, 94549 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services related to City engineering and assessment district services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B", Consultant's Proposal, as modified to reflect an initial monthly retainer of $12,000, to be evaluated periodically.

b. The Schedule of Charges may be adjusted by mutual agreement of the City and the Consultant once annually after the first term of the agreement (through June 30, 2023). The rates shall be adjusted by the CPI-U San Francisco-Oakland-Hayward, April to April. In no case shall the adjustment be less than 3% annually or more than 5% annually.

c. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed including work completed and hours of services rendered by Consultant. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The initial term of this Agreement is March 15, 2022 through June 30, 2023. The Agreement may be extended by written amendment and mutual agreement of the parties.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Contract

(8) Broad Form Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period

required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include limited contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, and employees free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify,

and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Larry Theis, PE as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Clayton	Anchor CM
6000 Heritage Trail	3685 Mt. Diablo Blvd, Suite 345
Clayton, CA 94517	Lafayette, CA 94549
Attn: Reina J. Schwartz	Attn: Larry Theis, PE

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not

render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Disputes

In the event of any dispute between the Parties related to this Agreement, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, and upon mutual agreement of the parties, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CLAYTON AND ANCHOR CM

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF CLAYTON

By: _____
Reina J. Schwartz
City Manager

Anchor CM

By: _____
Its: Larry Theis, PRESIDENT

ATTEST:

By: _____
City Clerk

EXHIBIT A

1. City Engineering Services

The role of the City Engineering includes the administration of engineering related processes and procedures. These duties include:

- Assist in CIP scoping, prioritization, and budgeting
- Representation as City Engineer at internal and agency meetings
- Approval of permits and waivers
- Availability to the public and private developers to handle matters dealing with the engineering functions of City government
- Coordination with other agencies for the review of plans, projects and studies
- Assistance in the solicitation of proposals for CIP design work
- Assistance in the procurement of contractors and vendors for public works construction.

The City Engineer will also address failed infrastructure for immediate safety concerns and coordinate preliminary opinion on repair approach as well as coordinate with Maintenance staff on the maintenance, operations, and repair of public facilities.

City Engineer should be familiar with:

- Various regional, state and federal transportation funding entities and the application process, fund/project management and reporting requirements for those entities.
- The San Francisco Regional Water Quality Control Board Municipal Regional permit (MRP) 2.0 and the upcoming MRP 3.0, including annual report preparation and submittal.
- Contra Costa Clean Water Program and applicable C-3 Guidebook.

2. General Engineering Services (Non-General Fund Capital Projects)

The firm is to provide access to specialized technical staff ready to perform studies, designs, project and construction management on any tasks or projects the City identifies. These efforts include the preparation of site evaluations, planning and preliminary engineering reports, plans and specifications for CIP construction projects, along with detailed schedules and cost estimates. This work would also include any necessary field work, drafting, design, surveying, environmental documents, bid assistance, construction management & inspection, and project management – as well as the preparation of specialized engineering studies on a variety of subjects including, but not limited to drainage studies, traffic studies, and pavement evaluations.

3. Land Development Review and Permitting Services

The firm is to provide staffing to represent the City and interact with the public in processing the City's public permit applications. This work includes plan check for civil engineering design plans which includes, but is not limited to street, sewer, water, stormwater, recycled water, green infrastructure, storm drain, fiber optic, grading, erosion control, signing & striping, street lighting, traffic signal and all related engineering studies, including hydrology and hydraulics, soils, water and sewer studies and structural analyses. It should be noted that water service for the City of Clayton is provided by Contra Costa Water District. Sewer service is provided by the City of Concord including maintenance, plan review and sewer capital projects.

4. <u>Annual Administration/Assessments Levy Services</u>

i. The City currently has seven (7) districts (listed below) that require the services listed below for annual administration and assessment levies. It should be noted that some of the districts have restrictions on the amount of funding that can be spent on administration of the district.

District Name	**Type of District**
Oakhurst Geological Hazard Abatement District (1,484 parcels)	Geological Hazard Abatement District, Public Resources Code, Sec 26500 et seq
Streetlight Assessment District (3,482)	1919 Act Streetlight District
High Street Bridge Assessment District (5)	Permanent Road Division
Lydia Lane Sewer Assessment District (16)	1913 Act
Oak Street Bridge Assessment District (9)	Permanent Road Division
Oak Street Sewer Assessment District (10)	1913 Act District
Diablo Estates Benefit Assessment District (24)	1972 Act, 1982 Act District

A. **Research -** Obtain all available information from the City regarding the districts, including the current assessment data files, electronic map files, listing of projected expenditures and revenues and any additional information that is available. Update the current assessment data files with the latest Assessor's parcel number and land use code information if needed.

B. **Meetings and Coordination -** Meet with City staff to review the districts, receive budgets and confirm schedule, conduct one status meeting in conjunction with the draft Engineer's Reports and one for the final Engineer's Report, if required, attend the City Council meetings considering the Resolutions of Intention and the public hearings, and provide technical

support and answer questions. At the public hearing provide a presentation to present at the public hearing. Total of up to 8 (eight) meetings.

C. **Estimated Budgets -** Review budgets for the upcoming fiscal year by establishing projected costs based on prior year estimates and actual/projected changes in costs and improvements. Review debt service schedule for the assessment districts and ensure the current year levy follows the debt service schedule for each assessment district.

D. **Engineer's Reports -** Prepare the Engineer's Reports setting the annual assessment rates for the next fiscal year based on budget estimates from City, and including reduced copies of the updated Assessment Diagrams, if revised. The Engineer's Reports will also incorporate any new annexations into the districts during the previous year. Provide copies of the draft Reports for review and comment. Provide a PDF copy and up to 4 (4) bound copies of the finalized Reports and up to (2) bound copies of the Preliminary Assessment Rolls for processing and filing.

E. **Diablo Estates BAD Noticing and Mailing -** Provide to the City packets including a notice of the public hearing with a copy of the draft Engineer's Report, to be mailed to the owner of record for each property within the Diablo Estates Benefit Assessment District. This packet shall be in a mailing envelop with the appropriate mailing label with a Assessor parcel number, owner name and mailing address, ready to have postage applied and mailed by the City.

ii. **Submittal to Contra Costa County -** After confirmation of assessments, prepare an Assessment Roll in electronic format, as required by the County Auditor-Controller for inclusion of assessments on the property tax bills. Submit the roll for each district to Contra Costa County and, after receipt of the County's exception report, make any required corrections. Deliver a copy of the electronic files for each district to City staff.

iii. Formation/Annexation Services

The City may require the following services for any additional development that may occur within the City limits. The following tasks would be required for any Formation or Annexation. The City will require a detailed proposal for each formation or annexation taking into account the tasks listed below:

A. **Kick-off Meeting -** Meeting with City staff and property owner representative (if appropriate) to discuss the scope of the work, the proposed project schedule, the mechanisms and/or liaisons for obtaining the necessary information for the analysis (such as improvement plans, proposed land use designations, Parcel/Tentative Tract Map information, etc.) any properties that may have special needs, considerations or exemptions, and other information regarding the proposed improvements and properties.

B. **Research -** Gather support data, proposed development plans, proposed zoning information, preliminary improvement plans, cost estimates for all construction and maintenance components, locations of the proposed public improvements to be maintained, and any other pertinent information relating to the proposed improvements. A database will need to be compiled based on the Assessor's Roll and Parcel/Tentative Tract Map information for the properties within the Development Area, including property size, land use data and property ownership.

C. **Coordination -** Coordinate with City staff, property owners, legal counsel, and other project consultants via conference call, email, or in person. Participate in meetings with City staff, and the project team as requested.

D. **CFD: Rate & Method of Apportionment -** Review construction cost estimates including direct and indirect costs. Develop a special tax revenue model based on the proposed development product mix. Prepare preliminary special tax rate calculations based on the above analysis. Determine the special tax allocation methodology and formula to be applied in accordance with the Act. Apportion the costs of facilities in the form of special taxes to be levied upon the parcels of land within the CFD using the special tax methodologies determined above. Prepare the Rate and Method of Apportionment for attachment to the Resolution of Intention. Review comments with City staff, the project team and property owners and finalize based on comments received

E. **LLMD: Engineer's Report -** Prepare a preliminary & final Engineer's Report which contains all items as required by the Code, including the 1972 Act, Proposition 218, and relevant case law, including a description of the proposed improvements/ services, an engineer's estimate of the construction costs/ service costs and incidental expenses, a description of the assessment methodology, boundary map/assessment diagram and the assessment roll.

F. **CFD: Proposed Boundary Map -** Prepare the proposed Boundary Map for recordation pursuant to the Mello-Roos Act and the County Recorder's Office. The ability to provide a reduced copy of the Boundary Map for inclusion in reports.

G. **CFD: Community Facilities District Report -** Prepare a draft CFD Report to reflect final estimated cost of facilities. In summary the report should include:

- Description of the CFD (including the Proposed Boundary Map)
- Description of Facilities and Services
- Cost Estimates
- Rate and Method of Apportionment
- A list of Property Owners

H. Review comments with City staff and financing team and finalize based on comments received. Provide a final PDF copy of the CFD Report

I. **City Council Meetings -** Attend City Council meeting for Resolution of Intention & Public Hearing and election.

J. **CFD: Notice of Special Tax Lien -** Prepare the required the Notice of Special Tax Liens and record after district formation

K. **Bond Issuance -** As needed, provide Special Tax Tables including the overlapping debt tables and up to five (5) special tax tables for the preliminary official statement, as required by the Bond Counsel and/or Disclosure Counsel. Certificate of the Special Tax Consultant - Review and execute the certificate of the special tax consultant, as provided by the Bond Counsel.

L. **Annexations -** All applicable services listed above or as amended as needed.

EXHIBIT B

CONSULTANT'S PROPOSAL



CITY OF CLAYTON REQUEST FOR PROPOSALS (RFP)

Professional Engineering And Assessment District Services

Release Date:	January 21, 2022
Closing Date:	February 14, 2022
Contact Person:	Reina Schwartz, City Manager 6000 Heritage Trail Clayton, CA 94517 (925) 673-7343 reinas@claytonca.gov

All proposals to be received by 5:00 p.m. PST on **February 14, 2022** by email as listed above.

The City will not be responsible for late or lost proposals or accept proposals that fail to be delivered to the specified email address by the specified date and time.

REQUEST FOR PROPOSALS (RFP)
PROFESSIONAL ENGINEERING AND ASSESSMENT DISTRICT SERVICES

INTENT

It is the intent of these specifications, terms and conditions to seek proposals for the City of Clayton's Professional Engineering and Assessment District Services. References to "City" shall mean the City of Clayton. The City reserves the right to award any combination of services or reject all Proposals.

SCOPE OF SERVICES

The City of Clayton is seeking a firm to provide Professional Engineering Services for (1) City Engineering Services, (2) General Engineering Services (non-General Fund CIPs), (3) Land Development Review & Permitting Services, and Annual Administration/ Assessments Levy Services as described in Exhibit A.

SCHEDULE

The following schedule details key dates and times related to this RFP. City reserves the right to revise this schedule.

Proposal Timeline (all dates 2022 and subject to change)		
Date	**Time**	**Activity**
January 21, 2022	By 5:00 PM	RFP Issued
January 28, 2022	By 5:00 PM	Questions regarding RFP Due to reinas@claytonca.gov
February 4, 2022	By 5:00 PM	Addendum Issued/Posted on Purchasing Website by City Staff *(Addendum may include revisions and/or responses to RFP/ Questions)*
February 14, 2022	By 5:00 PM	**Proposal Due Date** Submittals to: City of Clayton reinas@claytonca.gov
February 18, 2022	N/A	Top Rated Firms Notified, Interviews scheduled if needed
February 22-25, 2022	N/A	Interviews with Top Rated Consultants if needed
February 28-March 7, 2022	N/A	Contract Negotiation and Reference Checks
March 15, 2022	N/A	City Council Approval of Consultant Agreement
March 16-31, 2022	N/A	Contract Award, Signing, Commence work
Contact person for the above RFP: Reina Schwartz Email: reinas@claytonca.gov		

PROPOSAL SUBMISSION

1. Proposals should be submitted in pdf form via email to the City Manager at: reinas@claytonca.gov.

2. Proposals must be received at the email address listed above no later than 5:00 p.m. PST, **February 14, 2022**. Late submittals will not be accepted. The City is not responsible for lost proposals or proposals delivered to a person or location other than listed above.

3. All proposals and documents submitted become the property of the City of Clayton.

4. All costs of preparing the proposal shall be borne by the proposer.

5. Proposals shall be honored by proposer for a minmum of sixty (60) days from the date of submission.

PROPOSAL FORMAT

A qualifying proposal must address **all** of the following in the order shown below:

1. Cover letter
    a. Firm/entity name
    b. Brief description of the firm/entity
    c. Contact person, address, and telephone number
    d. Identify any sub-consultants

2. Proposal
    a. Firm information including type of organization, location of principal office(s), years in business, number of employees, professional registrations and affiliations, and other pertinent information. **There must be at least one registered professional engineer to serve as the named City Engineer.**
    b. Names and roles of personnel who will provide services to the City
    c. Resumes of personnel who will provide services to the City
    d. Response to Scope of Service and planned approach to meet the needs of the City
    e. List of similar work completed and the contact information for at least three references
    f. Schedule of key dates as proposed herein or as modified by proposer
    g. Any proposed modifications or objections to the standard City professional services agreement an example of which is attached to the RFP.
    h. Cost of services

GOOD STANDING REQUIREMENTS

Proposing firms, their principals or subcontractors may not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Proposing firms required to be registered with the California Secretary of State must be so registered and in good standing at the time of proposal submission and at all times thereafter if selected by the City.

The selected proposer will be required to obtain a City of Clayton business license and keep it current during the period of performance on the contract resulting from this RFP.

Selected Contractor shall, at its own expense, procure and maintain in full force at all times the City's Insurance Requirements during the term of the PO and/or any applicable contract/agreement.

EVALUATION OF PROPOSALS

1. The City will evaluate all proposals received by the deadline, using the following evaluation criteria with scoring on a 100-point scale:

Criteria	Points
Experience in similar projects (completed in the last 5 years)	50
Qualifications of key project personnel	20
References for similar work	15
Cost effectiveness of proposal	15

2. Based on these criteria, it is the City's intent to select a single successful consultant. If consultants are short-listed, the top-ranked consultants will be interviewed by the City. Upon completion of the interviews, the selection committee will make a final ranking of the consultants. The City Council will then be requested to approve the award of the contract to the top-ranked consultant and authorize the City Manager to execute the contract.

3. The City will exercise its discretion in selecting a consultant that, in the sole judgment of the City, best serves the interest of the City.

4. The City reserves the right to waive minor irregularities in any proposal, to reject any proposal that fails to meet the RFP requirements in any respect, to reject all proposals for any reason, to modify and reissue the RFP, or to cancel the RFP.

PROTEST

Any consultant that submitted a proposal may protest another consultant's proposal by submitting said protest and the reasons before the City Council.

PROPOSALS AS PUBLIC RECORDS

All responses, including the accepted proposal and any subsequent contract, become public records, per the requirements of the California Government Code, Sections 6250 -6270, "California Public Records Act". Proprietary material must be clearly marked as such.

The City will treat all information submitted in a proposal as available for public inspection once the City has selected a consultant. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information separately as part of your response package.

SAMPLE CONTRACT

The selected firm will be required to sign an agreement with the City of Clayton substantially similar to that attached hereto as Attachment 1.

(This is a SAMPLE only. The actual contract may include and is not limited to all of the terms and conditions specified in this RFP.)

CITY OF CLAYTON
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as _____, 20____ by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and _____ a _____ with its principal place of business at _____ (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services related to City engineering and assessment district services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $_____ **.** This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following

manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within _____ The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted

professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Contract
(8) Broad Form Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful

misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth in _____, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Clayton	
6000 Heritage Trail	
Clayton, CA 94517	
Attn: Reina J. Schwartz	

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CLAYTON AND [ ]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF CLAYTON	[INSERT NAME OF CONSULTANT]
By: _____	By: _____
Reina J. Schwartz	Its: _____
City Manager	

ATTEST:

By: _____
City Clerk

EXHIBIT A

1. City Engineering Services

The role of the City Engineering includes the administration of engineering related processes and procedures. These duties include:

- Assist in CIP scoping, prioritization, and budgeting
- Representation as City Engineer at internal and agency meetings
- Approval of permits and waivers
- Availability to the public and private developers to handle matters dealing with the engineering functions of City government
- Coordination with other agencies for the review of plans, projects and studies
- Assistance in the solicitation of proposals for CIP design work
- Assistance in the procurement of contractors and vendors for public works construction.

The City Engineer will also address failed infrastructure for immediate safety concerns and coordinate preliminary opinion on repair approach as well as coordinate with Maintenance staff on the maintenance, operations, and repair of public facilities.

City Engineer should be familiar with:

- Various regional, state and federal transportation funding entities and the application process, fund/project management and reporting requirements for those entities.
- The San Francisco Regional Water Quality Control Board Municipal Regional permit (MRP) 2.0 and the upcoming MRP 3.0, including annual report preparation and submittal.
- Contra Costa Clean Water Program and applicable C-3 Guidebook.

2. General Engineering Services (Non-General Fund Capital Projects)

The firm is to provide access to specialized technical staff ready to perform studies, designs, project and construction management on any tasks or projects the City identifies. These efforts include the preparation of site evaluations, planning and preliminary engineering reports, plans and specifications for CIP construction projects, along with detailed schedules and cost estimates. This work would also include any necessary field work, drafting, design, surveying, environmental documents, bid assistance, construction management & inspection, and project management – as well as the preparation of specialized engineering studies on a variety of subjects including, but not limited to drainage studies, traffic studies, and pavement evaluations.

3. Land Development Review and Permitting Services

The firm is to provide staffing to represent the City and interact with the public in processing the City's public permit applications. This work includes plan check for civil engineering design plans which includes, but is not limited to street, sewer, water, stormwater, recycled water, green infrastructure, storm drain, fiber optic, grading, erosion control, signing & striping, street lighting, traffic signal and all related engineering studies, including hydrology and hydraulics, soils, water and sewer studies and structural analyses. It should be noted that water service for the City of Clayton is provided by Contra Costa Water District. Sewer service is provided by the City of Concord including maintenance, plan review and sewer capital projects.

4. Annual Administration/Assessments Levy Services

i. The City currently has seven (7) districts (listed below) that require the services listed below for annual administration and assessment levies. It should be noted that some of the districts have restrictions on the amount of funding that can be spent on administration of the district.

District Name	**Type of District**
Oakhurst Geological Hazard Abatement District (1,484 parcels)	Geological Hazard Abatement District, Public Resources Code, Sec 26500 et seq
Streetlight Assessment District (3,482)	1919 Act Streetlight District
High Street Bridge Assessment District (5)	Permanent Road Division
Lydia Lane Sewer Assessment District (16)	1913 Act
Oak Street Bridge Assessment District (9)	Permanent Road Division
Oak Street Sewer Assessment District (10)	1913 Act District
Diablo Estates Benefit Assessment District (24)	1972 Act, 1982 Act District

A. **Research -** Obtain all available information from the City regarding the districts, including the current assessment data files, electronic map files, listing of projected expenditures and revenues and any additional information that is available. Update the current assessment data files with the latest Assessor's parcel number and land use code information if needed.

B. **Meetings and Coordination -** Meet with City staff to review the districts, receive budgets and confirm schedule, conduct one status meeting in conjunction with the draft Engineer's Reports and one for the final Engineer's Report, if required, attend the City Council meetings considering the Resolutions of Intention and the public hearings, and provide technical support and answer questions. At the public hearing provide a presentation to present at the public hearing. Total of up to 8 (eight) meetings.

C. **Estimated Budgets -** Review budgets for the upcoming fiscal year by establishing projected costs based on prior year estimates and actual/projected changes in costs and improvements. Review debt service schedule for the assessment districts and ensure the current year levy follows the debt service schedule for each assessment district.

D. **Engineer's Reports -** Prepare the Engineer's Reports setting the annual assessment rates for the next fiscal year based on budget estimates from City, and including reduced copies of the updated Assessment Diagrams, if revised. The Engineer's Reports will also incorporate any new annexations into the districts during the previous year. Provide copies of the draft Reports for review and comment. Provide a PDF copy and up to 4 (4) bound copies of the finalized Reports and up to (2) bound copies of the Preliminary Assessment Rolls for processing and filing.

E. **Diablo Estates BAD Noticing and Mailing -** Provide to the City packets including a notice of the public hearing with a copy of the draft Engineer's Report, to be mailed to the owner of record for each property within the Diablo Estates Benefit Assessment District. This packet shall be in a mailing envelop with the appropriate mailing label with a Assessor parcel number, owner name and mailing address, ready to have postage applied and mailed by the City.

ii. **Submittal to Contra Costa County -** After confirmation of assessments, prepare an Assessment Roll in electronic format, as required by the County Auditor-Controller for inclusion of assessments on the property tax bills. Submit the roll for each district to Contra Costa County and, after receipt of the County's exception report, make any required corrections. Deliver a copy of the electronic files for each district to City staff.

iii. Formation/Annexation Services

The City may require the following services for any additional development that may occur within the City limits. The following tasks would be required for any Formation or Annexation. The City will require a detailed proposal for each formation or annexation taking into account the tasks listed below:

A. **Kick-off Meeting -** Meeting with City staff and property owner representative (if appropriate) to discuss the scope of the work, the proposed project schedule, the mechanisms and/or liaisons for obtaining the necessary information for the analysis (such as improvement plans, proposed land use designations, Parcel/Tentative Tract Map information, etc.) any properties that may have special needs, considerations or exemptions, and other information regarding the proposed improvements and properties.

B. **Research -** Gather support data, proposed development plans, proposed zoning information, preliminary improvement plans, cost estimates for all construction and maintenance components, locations of the proposed public improvements to be maintained, and any other pertinent information relating to the proposed improvements. A database will need to be compiled based on the Assessor's Roll and Parcel/Tentative Tract Map information for the properties within the Development Area, including property size, land use data and property ownership.

C. **Coordination -** Coordinate with City staff, property owners, legal counsel, and other project consultants via conference call, email, or in person. Participate in meetings with City staff, and the project team as requested.

D. **CFD: Rate & Method of Apportionment -** Review construction cost estimates including direct and indirect costs. Develop a special tax revenue model based on the proposed development product mix. Prepare preliminary special tax rate calculations based on the above analysis. Determine the special tax allocation methodology and formula to be applied in accordance with the Act. Apportion the costs of facilities in the form of special taxes to be levied upon the parcels of land within the CFD using the special tax methodologies determined above. Prepare the Rate and Method of Apportionment for attachment to the Resolution of Intention. Review comments with City staff, the project team and property owners and finalize based on comments received

E. **LLMD: Engineer's Report -** Prepare a preliminary & final Engineer's Report which contains all items as required by the Code, including the 1972 Act, Proposition 218, and relevant case law, including a description of the proposed improvements/ services, an engineer's estimate of the construction costs/ service costs and incidental expenses, a description of the assessment methodology, boundary map/assessment diagram and the assessment roll.

F. **CFD: Proposed Boundary Map -** Prepare the proposed Boundary Map for recordation pursuant to the Mello-Roos Act and the County Recorder's Office. The ability to provide a reduced copy of the Boundary Map for inclusion in reports.

G. **CFD: Community Facilities District Report -** Prepare a draft CFD Report to reflect final estimated cost of facilities. In summary the report should include:

- Description of the CFD (including the Proposed Boundary Map)
- Description of Facilities and Services
- Cost Estimates
- Rate and Method of Apportionment
- A list of Property Owners

H. Review comments with City staff and financing team and finalize based on comments received. Provide a final PDF copy of the CFD Report

I. **City Council Meetings -** Attend City Council meeting for Resolution of Intention & Public Hearing and election.

J. **CFD: Notice of Special Tax Lien -** Prepare the required the Notice of Special Tax Liens and record after district formation

K. **Bond Issuance -** As needed, provide Special Tax Tables including the overlapping debt tables and up to five (5) special tax tables for the preliminary official statement, as required by the Bond Counsel and/or Disclosure Counsel. Certificate of the Special Tax Consultant - Review and execute the certificate of the special tax consultant, as provided by the Bond Counsel.

L. **Annexations -** All applicable services listed above or as amended as needed.

EXHIBIT B

Proposals should provide a complete proposal for costs including any monthly minimums, hourly rates or other charges. Pricing should be provided for each of the types of services listed in Exhibit A:

- City Engineering,
- General Engineering,
- Land Development Review & Permitting, and
- Assessment District Administration/Levies.

ANCHOR CM

A California Public Works Construction Representative



PROPOSAL FOR:

Professional Engineering and Assessment District Services

City of Clayton
Professional Engineering Services

February 14, 2022



Table of Contents

Section 1	Cover Letter	1
Section 2	Proposal	
Section 2a	Firm Information	3
Section 2b	Names and Roles of Personnel	5
Section 2c	Resumes of Personnel	8
Section 2d	Scope of Services / Planned Approach	10
Section 2e	References	22
Section 2f	Schedule of Key Dates	23
Section 2g	Modifications or Objections	24
Section 2h	Cost of Services	25
Appendix a	Resumes of Personnel (continued)	27
Appendix b	Cost of Services (continued)	62

ANCHORCM

A California Public Works Construction Representative

February 14, 2022

Attn: Reina Schwartz, City Manager
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

RE: PROPOSAL: CITY OF CLAYTON – PROFESSIONAL ENGINEERING AND ASSESSMENT DISTRICT SERVICES

Dear City Manager Schwartz,

AnchorCM is pleased to propose our Professional Engineering and Assessment District Services to the City of Clayton (City). We are a full-service Municipal Engineering and Construction Management firm that has been providing services to public agencies for over 20 years. Our wide range of services include staff augmentation, design review, constructability review, construction management, inspection, permit processing, estimating/scheduling, contract/document administration, and public outreach coordination. We are a minority woman-owned business with current public agency clients in Contra Costa, Alameda, San Mateo, Sacramento, and Santa Clara counties.

I will lead our team of consultants and be your single point of contact to provide the scope of services described in this RFP. I have over 20 years of engineering experience working for public agencies at State, County, and City levels. Up until a few months ago, I was the City of Orinda (Orinda) Director of Public Works and Engineering Services as well as their Assistant City Manager. If selected, the City would gain the benefits of a current and experienced City Engineer/Public Works Director/Assistant City Manager with specific experience in Contra Costa County. In many ways, I still approach issues more like a public agency civil servant than a consultant. I believe that is the biggest differentiation between our team compared to other consultants. I understand other considerations that are often asked of public agency staff. In addition, with most of my 20 years of professional experience spent working in Contra Costa County, I have established professional relationships with staff at nearby agencies as well as funding agencies, I would be able to represent the City well in regional planning and coordination efforts.

Clayton and Orinda are quite similar in many aspects. Both agencies are relatively small with similar challenges but still strive to provide excellent services to their residents. The municipal engineering duties and responsibilities are generally the same within each incorporated city. However, Clayton offers a unique opportunity in Contra Costa County where the City Engineering function is performed by an engineering consultant instead of more traditional in-house staff at Orinda or many other cities. Throughout my professional career as public agency staff, I have established professional relationships with technical consultants in many areas of expertise. AnchorCM will be able to provide City access to these consultants. Beyond access, I have successfully completed projects with these subconsultants, and we have previously worked well as a team. We are pleased to include as part of our team, CSG Consultants, Inc. (CSG) for land development, City Surveyor, civil design work, and environmental support; Advanced Mobility Group (AMG) for traffic/transportation, BSK Associates (BSK) for geotechnical and material testing, and Francisco & Associates (F&A) for assessment administration. Beyond, these technical subconsultants, AnchorCM can also provide the City access to other consultants as needed. When required, such as for federal grants, AnchorCM can assist the City in issuing Request for Qualifications or Request for Proposal to select project specific technical consultants while still provide the overall management of the projects as the City Engineer.

Construction and Project Management • Inspection • Staff Augmentation
3685 Mt. Diablo Blvd, Suite 345 Lafayette, CA 94549 • P (925) 385-0950 • F (925) 385-0424 • www.anchorcm.com

ANCHORCM

A California Public Works Construction Representative

On a personal level, I grew up in nearby Concord and I know the area well. I am currently a Concord resident that can respond quickly and efficiently to the City's needs. Our office is located within Contra Costa County and many staff reside nearby as well. All of our subconsultant firms have an office in the East Bay and already service many clients in Contra Costa County.

We are committed to providing high quality services on an affordable budget to the City and its residents. With CSG as our main partner, our team will be able to provide you with the day-to-day attention of a smaller firm while offer access to resources of a larger firm when needed. Please contact me at (925) 890-9732 or LTheis@anchorcm.com if you have any questions. We look forward to discussing our qualifications with you and establishing a collaborative working relationship with the City.

Sincerely,

Larry Theis, P.E.
President

Section 2a: Firm Information

AnchorCM

AnchorCM was founded in 2003 as Anchor Engineering, Inc. AnchorCM is an S-Corporation owned and managed by Bisa Grant. We are a minority woman-owned business. AnchorCM is a Small Business Enterprise (SBE), and a Disadvantaged Business Enterprise (DBE) (CUCP #50749). Our Department of Industrial Relations Contractor Registration Number is 1000015352.

We are driven by the desire to provide exemplary service to our clients, while providing a professional work environment for our staff. By attracting the best and brightest to our firm, your municipal engineering needs get the attention they require. Our specialties are construction project management, and staff augmentation services for public infrastructure projects and programs throughout California. AnchorCM has approximately 25 employees that will help meet your needs.

AnchorCM's municipal engineering services is led by our President, Larry Theis. Larry has more than 20 years of municipal engineering experience and is a California registered professional civil engineer (C67662). Larry will be supported by Jason Chen, Anchor's Engineering Manager (former City Engineer of Orinda), who is also a California registered professional civil engineer (C68846).

CSG

CSG is a California company with their headquarters in Foster City. Additional support is available from regional offices in Pleasanton, Sacramento, San Jose, Fresno, Orange, and Newman. The majority of the over 300 individuals within the firm have provided public agency services throughout their careers. Their talented personnel bring a wealth of ideas and experiences having provided services to communities facing similar challenges and opportunities as the City of Clayton. CSG staff consists of civil engineers, traffic engineers, surveyors, program and project managers, construction managers, inspectors, and specialized planning professionals.

Advanced Mobility Group (AMG)

Advanced Mobility Group (AMG) is a California Corporation and certified Small Business Enterprise (SBE), established in 2018 to provide specialized innovative transportation services to clients. Their team assists with disruptive technologies to empower the private and public sector in early adoption of proven advanced transportation solutions and intelligent infrastructure.

AMG is staffed by a 30-member team with offices located in Walnut Creek, Oakland, and San Francisco. Their engineering professionals serve public sector clients throughout California and have performed key work on projects across the nation. Work on this contract will be performed from the Walnut Creek Office in Contra Costa County.

Their team of transportation professionals offer a wide range of services that address clients' needs throughout the duration of a project's life cycle from planning to operations and maintenance – including permitting assistance, programming, public engagement, conceptual and final design, schedule analysis, technical services, procurement services, project delivery, construction support, dispute/claims resolution, systems integration, revenue generation, and ongoing infrastructure management.

AMG is familiar with Caltrans specifications, standard plans, and procedures tied to the design and construction of traffic systems and development of traffic handling plans. As a vested partner in the community, AMG connects to projects on a personal level to advance the quality of life in communities

across the region.

BSK Associates (BSK)

BSK is a 100 percent employee-owned California S Corporation that provides consulting engineering, construction observation, materials testing, special inspection, and analytical chemistry laboratory services. Founded in 1966 in Fresno, nearly 75% of BSK's Bay Area office's projects are in support of on-call contracts for the public sector. Their Bay Area office currently staffs 30 employees, including 2 registered geotechnical engineers, a registered civil engineer, 2 registered geologists, 5 engineers-in-training, 2 geologists-in-training, and 22 multi-certified special inspectors and materials testers.

The BSK Bay Area team has a strong resume supporting on-call contracts which include Alameda County, Contra Costa County and Stanislaus County, and the Cities of Alameda, Belmont, Berkeley, Brentwood, Dublin, Fremont, Livermore, Pinole, Pleasanton, San Ramon, Tracy, Vallejo, and Walnut Creek as examples.

Although the CIP projects that they support are by far small in scope, BSK is also a State of California Department of General Services-certified Small Business for Public Works Projects (SB-PW), certification #2014327SB-PW. BSK is a registered public works contractor with the Department of Industrial Relations, DIR Registration Number 1000003557.

Francisco & Associates (F&A)

F&A has been in business since 2000. F&A is a S-Corporation. The firm has two locations, in San Ramon and Carlsbad. The firm is led by its founder and principal, Joseph A. Francisco, P.E. (C40688) and Eduard Espinoza, P.E. (C83709). F&A has seven employees and additional stuff during peak season. Principal members of the firm have over 60 years of public finance and municipal engineering experience. Members of the project team have worked for public agencies and been responsible for the formation and administration of special assessment districts and other financing districts.



Section 2b: Names and Roles of Personnel

The scope of work within this RFP is broken down into four key categories of services:

1. City Engineering:

Larry Theis (AnchorCM) will perform the work of Clayton's City Engineer. Larry will also provide oversight of the work performed by subconsultants under this category as well as the other three categories. While AnchorCM is able to provide the day-to-day engineering needs of the City, if necessary, the following subconsultants may be utilized for their technical expertise:

- Civil Engineering: CSG: The CSG civil engineering team will be led by Mario Camorongan, P.E., and assisted by Laurence Lau, P.E., PLS, QSD/P.
- Traffic/transportation: Advanced Mobility Group (AMG): The AMG team will be led by Joy Bhattacharya, P.E., PTOE, Vice President.
- Geotechnical: BSK's engineering team will be led by Cristiano Melo, P.E., G.E., Principal Engineer and will be assisted by Carrie Foulk, P.E., G.E., Senior Geotechnical Engineer/Geotechnical Group Manager.
- Other subconsultants: AnchorCM has access to several other technical subconsultants should other needs arise.

2. General Engineering Services (Non-General Fund Capital Projects):

AnchorCM will provide general oversight of the work under this category. The work can be performed by AnchorCM or our team of technical subconsultants. They are as follow:

- Civil Engineering: The CSG civil engineering team will be led by Mario Camorongan, P.E., and assisted by Laurence Lau, P.E., PLS, QSD/P.
- Traffic/Transportation: Advanced Mobility Group (AMG): The AMG team will be led by Joy Bhattacharya, P.E., PTOE.
- Geotechnical: The BSK geotechnical team will be led by Cristiano Melo, P.E., G.E., Principal Engineer and will be assisted by Carrie Foulk, P.E., G.E., Senior Geotechnical Engineer/Geotechnical Group Manager.
- Material Testing: The BSK material testing team will be led by Cristiano Melo, P.E., G.E., Principal Engineer and will be assisted Michael Kibbey, Material Testing Task Manager.
- Other subconsultants: AnchorCM has access to several other technical subconsultants should other needs arise.

When required by grants such as federal grants, it may be necessary for the City to issue project-specific Request for Qualifications (RFQ) or Request for Proposals (RFP). In those instances, AnchorCM will act on behalf of the City through the solicitation process to select the technical consultants. To avoid a conflict of interest, AnchorCM will not propose on those solicitations.

3. Land Development Review and Permitting Services:

AnchorCM will provide general oversight of all work under this category. CSG will lead the land development review and permitting services. BSG's geotechnical team will support CSG with geotechnical review needs. The CSG land development review team will be led by Mario Camorongan, P.E. The BSK geotechnical team will be led by Cristiano Melo, P.E., G.E., Principal Engineer and will be assisted by Carrie Foulk, P.E., G.E., Senior Geotechnical Engineer/Geotechnical Group Manager.

4. Annual Administration/Assessments Levy Services:

AnchorCM will provide oversight of all work under this category. For the GHAD, Larry Theis will also serve as the GHAD Manager.

F&A will be the main subconsultant that will perform the annual administration/assessment levy services. Principal members of the firm, Eduardo Espinoza, P.E., Brian Brown, and Joseph Francisco, P.E., combined have over 60 years of public finance and municipal engineering experience. Members of the project team have worked for public agencies and been responsible for the formation and administration of special assessment districts and other financing districts.

Francisco & Associates believes having a senior level professional as the main point of contact for the City and property owners eliminates confusion and frustration for their clients. Most of their competitors have multiple points of contact for their clients. For example, one employee may prepare the annual levy, another may prepare the annexations, another may oversee the formations, and another may assist with property owner phone calls. This process does not allow one employee or multiple members of your project team to know all the details associated with the annual administration of the City's assessment districts thereby not allowing the firm to respond quickly and accurately to questions from City staff, developers, property owners, etc.

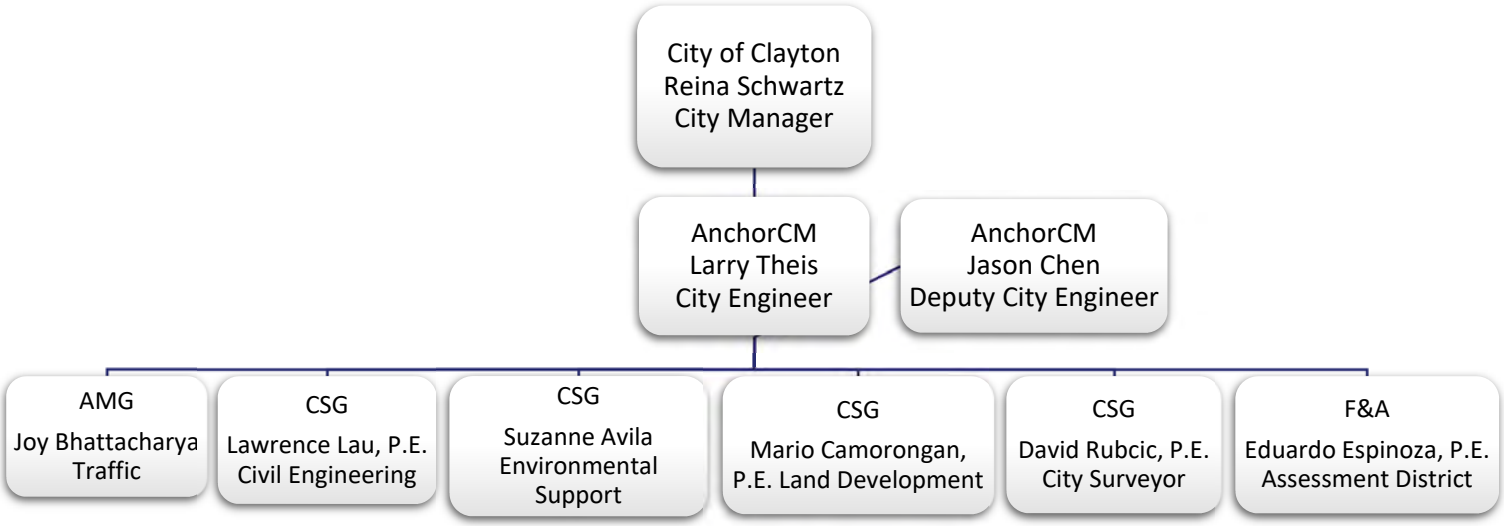
For this reason, your project team will consist of the individuals below:

Your Principal-In-Charge and Assessment Engineer will be Eduardo Espinoza, P.E., who has worked with public agencies for over 14 years. Eduardo Espinoza will be the City's assessment engineer and will oversee all aspects of the City's project. He will be assisted by Brian Brown, Project Manager, who has over 15 years of public finance experience and will be the City's and property owner's day to day contact. Joseph Francisco, P.E., Quality Control Engineer, who has over 35 years of municipal engineering and public finance experience will be responsible for reviewing work product and ensuring that all internal quality control measures are implemented and adhered to. Anthony Hernandez, Project/GIS Analyst will support the Assessment Engineer and Project Manager as needed throughout the annual administration process.

If necessary, AnchorCM will also utilize BSK for geotechnical work. The BSK geotechnical team will be led by Cristiano Melo, P.E., G.E., Principal Engineer and will be assisted by Carrie Foulk, P.E., G.E., Senior Geotechnical Engineer/Geotechnical Group Manager.

Organization Chart

This organization chart below represents our proposed project team for the City of Clayton's engineering needs. We have the necessary resources to handle all engineering requests from the City.



Section 2c: Resumes of Personnel

Below is Larry Theis's resume. Resumes for other key personnel are included in the appendix.

Larry Theis, P.E.
Project Principal, City Municipal Engineer



Experience Summary

Larry has over 21 years of experience in Municipal Engineering for public agencies. He has worked at the State, County, and Local/City levels of government, specifically in engineering and public works. He brings these skills to AnchorCM to consult and provide services to Northern California public agency clients.

Experience
21 years

Education/Training
State of California Professional Engineer License #67662

B.S. Civil and Environmental Engineering, Emphasis in Transportation & Project Management, UC Berkeley

CA Notary Public #2282509

Affiliations
American Public Works Association

American Society of Civil Engineers

Skills
Public Speaking/ Council Presentations

Outreach and Consensus Builder

Relevant Project Experience:

City of Orinda,
City Engineer then Director of Public Works and Engineering Services (2013-2021)
Responsible for capital improvement projects, engineering, development review, lighting and landscape district, maintenance and operations. Highlights include a completion of a $55 million roadway program, $3 million emergency rainstorm repairs, presentations and preparation of staff reports and resolution for City Council, public outreach for projects and new programs, worked closely with City Attorneys on flooding and landslide case, and procured regional and federal grants for projects.

City of Orinda
Orinda Pavement Rehabilitation Program, Department Head Oversight
$60 million, 2014-2019
Full depth reclamation, mill and overlay, slurry seal with digouts, microsurfacing, culvert replacement - multiyear renewal of road pavement condition from PCI 46 to 85.

City of Orinda
Camino Pablo Pavement Rehabilitation, Project Manager
$2.5 million, 2015
Mill & overlay and signal upgrades on major arterial road.

Contra Costa County Public Works
Kirker Pass Overlay, Project Manager/Resident Engineer, Lead Designer
$1.7 million, 2012
Cold in Place Recycling - using emulsion-based technique for approximately 2 miles.

Larry Theis, P.E.

Project Principal, City Municipal Engineer

City of Orinda
Wilder Subdivision Development, Design Oversight
Project Value, 2013-current
Installation of road, storm drain, parks, basins, staging area, trails.

Contra Costa County Public Works
Buchanan Airport Runway/Pavement Rehab, Project Manager
$3 million, 2011- 2012
Cold in Place Recycling of center section of runway - using emulsion-based technique.

Contra Costa County Public Works
Vasco Road Overlay, Lead Designer
$2.5 million, 2008-2009
Accelerated shovel ready project to mill and inlay HMA along Vasco Road for approximately 3 miles.

Contra Costa County Public Works
Lower Walnut Creek Channel Desilt and Levee Raising, Lead Designer/ Project Manager
$5 million, 2007
Removal sediment from channel bottom to improve flood control capacity in North Concord to address ACOE new requirements.

Contra Costa County Public Works
Walnut Creek & Grayson Creek Channel Desilting, Resident Engineer & Inspector
$3 million, 2006
Removal sediment from channel bottom to improve flood control capacity in Concord and Pleasant Hill area.

Contra Costa County Public Works
San Ramon Creek Bank Restoration, Lead Designer/Project Manager & Resident Engineer/Inspector
$1.2 million, 2005-2006
Designed embankment project with willow cuttings/brush layering.

Contra Costa County Public Works
Dougherty Valley Development, Design/Project Oversight for Civil and Landscape Improvements
$150 million, 2002-2005
5,500-unit master planned subdivision community with single & multi-family units, parks, creeks, community college campus.

Section 2d: Scope of Services and Planned Approach

Staff augmentation is a core service provided by AnchorCM. We are proposing Larry Theis, AnchorCM President, as Clayton's City Engineer. Larry will lead the AnchorCM team and be the City's single point of contact to provide the scope of services as described in this RFP. Larry has over 20 years of experience working for public agencies. Up until a few months ago, Larry was the City of Orinda (Orinda) Director of Public Works and Engineering Services as well as their Assistant City Manager. In many ways, Larry still approaches issues more like a public agency staff than a consultant. This is a major differentiator between AnchorCM and our competitors. Larry understands other considerations and duties that are often asked of public agency staff with his municipal engineering background.

The City of Clayton and Orinda are quite similar in many aspects. Both agencies are relatively small with similar challenges but still strive to provide excellent services to their residents. There are similarities in how the City separated the engineering work compared to the system that Larry established at Orinda. The only difference is that the City engineering function was performed by Orinda's in-house staff whereas the City of Clayton is seeking a consultant to perform this work. For both agencies, the other scopes of work were performed by consultants. Larry was successful in Orinda and can bring his expertise to assist the City of Clayton. By selecting our team, Clayton will receive the benefit of hiring city engineer/public works director within the same region/county that is quite in tune with the current needs and processes to fully manage your department.

1. City Engineering:

AnchorCM is proposing Larry to serve as Clayton's City Engineer. Larry is familiar with this role as he was the Orinda's City Engineer and the Director of Public Works and Engineering Services.

City Council meetings: As Clayton's City Engineer, Larry understands the importance of attending City Council meetings. Larry has extensive experience in this arena as he performed this function for the past 8 years at Orinda. Larry has prepared and reviewed staff reports and made presentations at past Orinda city council meetings. Larry has responded to councilmembers as well as public inquiries during the council meetings. As for closed sessions of the Council meetings, they often involved difficult issues with legal complications. Larry has been able to breakdown these complex issues for the councilmembers to aid their discussions. As a demonstration of Larry's competence in this arena, the Orinda City Manager had tasked Larry to be the Acting City Manager whenever he is not available for both the open and closed sessions of the city council meetings.

Internal staff meetings: Larry understands the importance of coordinating with other City staff and departments and the internal staff meetings are helpful to improve coordination between the Engineering Department with other City departments/functions. In Orinda, Larry was an active participant in these weekly internal staff meetings. Larry understands participation of Clayton's internal meetings is highly desired and plans to attend them and engage with in-house staff members.

Capital Improvement Program (CIP): Larry has prepared and reviewed several editions of Orinda's Capital Improvement Program documents. This includes holding CIP workshops with councilmembers to obtain initial feedback; preparing the draft CIPs, presenting recommendations, prioritization, presenting draft CIPs at council meetings; responding to councilmembers and public inquiries; and finalizing the annual CIP documents. There are typically more "wants" than available funding. As part of the CIP process, Larry had led discussions with city managers, councilmembers, as well as the public on prioritization of the limited funds. Based on those discussions, Larry has prepared prioritization recommendations for the city

managers and councilmembers to consider and discuss. Larry is knowledgeable of grant opportunities that may bring in additional resources to the City. He has secured several grants during the last round of One Bay Area Grant (OBAG2) and completed them successfully. In addition, Larry led Orinda's discussion and prioritization of over $55 million of roadway repair bonds/add on sales tax funds. During Larry tenure at Orinda, he and his staff raised the Orinda Pavement Condition Index (PCI) from 46 (Fair Condition) to 85 (Very Good). The roadway program/projects received multiple League of California Cities awards. Larry was also invited to be a presenter at the 2017 League of the California Cities Public Works Officer Institute Conference to discuss Orinda's roadway program. At Orinda, Larry led his team to complete multiple CIP projects that received American Public Works Association (APWA) and League of California Cities awards. Larry understands a big part of the CIP process is also to coordinate closely with Finance and is looking forward to the collaboration with the City.

Budget: In addition to the CIP, Larry understands that as the Clayton City Engineer, he would participate in the annual budget discussions that usually occur before beginning of each fiscal year. Similar to the CIP preparations, Larry has extensive experience in creating budgets and worked closely with the city manager and finance director as the Orinda Director of Public Works and Engineering Services. Larry will be able to bring his knowledge and experience to the City. Larry understands his participation in discussions with Clayton City Council, City Manager, and Finance Director will be required.

Availability to the public and private developers: Larry will be available to the public and private developers dealing with the engineering functions of the City government. Since the needs are unpredictable and would be too costly to dedicate a full-time person at City Hall, AnchorCM proposes that public and private developers contact Larry directly to set up appointments and virtual meetings. Because of the remote work requirement of the pandemic, more people are familiar with virtual meetings. This will reduce the need for Larry to travel to City Hall. In addition, this will allow more flexibility for availability compared to holding a dedicated office time, which might be inconvenient for some. However, if needed, Larry resides in nearby Concord, and can respond onsite quickly. AnchorCM's office is located within Contra Costa County (in Lafayette) with a majority of our staff working and residing nearby who can respond immediately if necessary.

Coordination with other agencies and representing the City: Larry spent much of his professional career in Contra Costa County. Larry has established professional relationships with staff at many Contra Costa County public agencies. It is typical and necessary to coordinate with nearby agencies. In addition to coordinating, Larry has led joint projects that received APWA and League of California Cities awards.

Assistance in solicitation for CIP design work: For smaller agencies such as the City, it is not cost effective to have in-house designers. Larry is knowledgeable in soliciting designers and done so for many of his projects and will be able to assist the City through the process.

Assistance in procurement of contractors for public works construction: Larry is knowledgeable in the procurement of contractors for public work construction. The technical design consultants typically do not complete the front-end administration specifications. Larry will be able to merge the City's requirements with the technical requirements to solicit construction bids. During his time at Contra Costa County Public Works, Larry was the "go-to" person for construction contractor procurements.

Address failed infrastructure for immediate safety concerns: Orinda is one of the oldest communities in the County and has aging infrastructure. During his tenure at Orinda, Larry was often challenged to address the failed infrastructure, especially during rainstorm events. Perhaps the most challenging time was during the

2017 rainstorm events. Orinda suffered storm damage reaching into the multi-million-dollar range. The largest damage was a major sinkhole underneath a collector road for most of northeast Orinda that created a long detour. By working closely with Federal Highway Administration (FHWA), Caltrans, and resource agencies, Larry was able to perform emergency restoration of this roadway within 4 months, from selecting the restoration method, to design, to construction completion. Among all the roadway failures that resulted in road closure within Contra Costa County during 2017, this was the fastest restoration effort. The quick restoration minimized the disruption to residents. The project won the Orinda Mayor's Award as well as an APWA project of the year award. By working with FHWA, Caltrans, FEMA, and Cal OES, Larry recovered $3 million of disaster relief aids for Orinda as result of 2017 storm damages. Larry has been instrumental in improving Orinda's infrastructure, as captured in the September 15, 2021 edition of Lamorinda Weekly:

> *Council Member Darlene Gee added, "I can't even really imagine that you're not going to be with us!" She said that the greatest gift was his help with Orinda's roads and infrastructure, attributing his "magnificent work" to bringing Orinda's infrastructure up to a much, much better condition than it was in when he started.*

Familiarity with regional, state, and federal transportation funding entities: Larry is familiar with regional, state, and federal transportation funding entities. Larry has experience in applying for grants with these entities. Larry has been successful in obtaining multiple grants for Orinda, including during the last round of One Bay Area Grant cycle (OBAG 2). Larry completed multiple CIP projects that require coordination with Caltrans Local Assistance Office, Metropolitan Transportation Commission (MTC), Contra Costa Transportation Authority (CCTA), and resource agencies. During Larry's tenure at Orinda, APWA Norcal Chapter awarded Orinda multiple awards. For transportation planning and grant opportunities, Larry understands the importance of participating in CCTA's Regional Transportation Planning Committee (RTPC). Larry will represent the City at Transportation Partnership and Cooperation (TRANSPAC), the RTPC that the City belongs to.

Familiarity to San Francisco Regional Water Quality Control Board Municipal Regional Permit (MRP) and Contra Costa Clean Water Program: Anchor is familiar with MRP 2.0 and understands the City, along with other agencies, are in the process of working with the Water Board on MRP 3.0. Larry is familiar with the challenges of the new proposed requirements, such as the onerous requirement to implement green infrastructure on pavement projects. AnchorCM understands that the Laura Hoffmeister, the Assistant to the City Manager, has been representing the City at the Contra Costa Clean Water Program for many years and has extensive MRP knowledge. Some MRP requirements will need to be implemented as part of the engineering work. We look forward to coordinating closely with Ms. Hoffmeister.

AnchorCM recognizes cost is very important for a smaller agency such as the City. While Larry will be the City's single point of contact, the engineering work may be performed by other AnchorCM staff with lower billing rates in an attempt to minimize costs. Larry will assign and oversee all work. We propose that Jason Chen be one of the main Anchor staff to support Larry with the City's engineering needs. Jason, Anchor's Engineering Manager, is a registered California professional civil engineer. Larry and Jason have successfully worked together at Orinda for 5 years. After Larry was promoted to the Orinda Assistant City Manager position, Jason was promoted to the City Engineer position. Whenever Larry was not available, Jason had stepped in as Larry's backup to perform the same functions as the Acting Director of Public Works and Engineering. We believe this arrangement will work well at the City. If more specialized needs arise, AnchorCM will reach out to technical subconsultants that can assist if necessary. They will act as the City's on-call technical subconsultants. Please see the following sections regarding these technical subconsultants. AnchorCM also has access to several other subconsultant partners through our successful working

relationships developed over the years.

2. General Engineering Services (non-General Fund Capital Projects)

We have found that with Larry providing overall management of City projects and utilizing technical subconsultants to provide detail design, we can provide a format for successful project delivery. Larry has extensive experience and is very comfortable with this format. This is the same set-up that Larry operated in at Orinda. AnchorCM is familiar with many technical subconsultants that perform work for Contra Costa County agencies and could provide the City access to these partner subconsultants as needed.

For smaller projects or not required by funding requirements, AnchorCM can perform the preliminary engineering work. When technical experts are needed, AnchorCM has access to technical subconsultants, included but not limit to the consultants identified under the City Engineering category scope of work.

For larger projects, Anchor would recommend the City to perform project-specific solicitations. This will allow the City to select the most qualified technical subconsultant for that project. Sometimes, grant requirements, such as federal grants will require the City to perform project-specific solicitations as well. AnchorCM will assist the City through the solicitation process. To avoid any conflicts of interests, AnchorCM will not submit any proposals when we assist the City with the solicitation process.

AMG: Traffic Engineering

AMG will be the technical subconsultant that will assist the City with traffic engineering needs.

Experience with Concord On-Call and Local Community Goals - Key AMG staff are currently providing on-call planning and engineering services to the City of Concord and various other local jurisdictions in Alameda, Contra Costa, San Mateo, San Joaquin, Stanislaus, and Solano Counties. Their extensive experience in the Bay Area includes more than 30 years on numerous traffic engineering projects, making them a well-suited partner, committed to continuing this service to your community. Their team has been working alongside City of Concord staff for more than five years, so they understand the surrounding community goals and objectives for the Clayton on-call assignment and the work that needs to be performed.

AMG's focus is on providing innovative solutions respecting local preferences and understanding the myriad of environmental regulations and design guidelines that affect today's transportation projects. They manage the project development process proactively, recognizing that successful transportation projects require more than just good technical solutions—they must be sustainable economically, socially, and environmentally. They work with clients and stakeholders to achieve that, while supporting cost-effective solutions. The services AMG can provide are as follows:

- Preparing Plans, Specifications, and Estimates (PS&E) for CIP Projects
- Safety Analysis, Traffic Calming and Complete Streets Design
- Traffic Operations: Analysis, Simulation, Modeling and Impacts
- Signal Design and Timing
- Conduct Engineering Speed Surveys per MUTCD
- Parking Studies, Design, Operations and Management
- Pavement and Drainage Design
- Intelligent Transportation Systems
- Traffic Management Centers

- Adaptive Traffic Control Systems
- Automated Traffic Signal Performance Measures
- Grant Funding, Programming, Budgeting
- Traffic Impact Studies/Peer Review
- Travel Demand Forecasting and Modeling
- Transportation Demand Management
- Pedestrian and Bicycle Safety Analysis
- Transit Planning and Design
- Review traffic handling plans
- Public Hearings/Outreach/Meetings
- Community Outreach, Engagement and Facilitation
- Data Collection & Analysis

TRAFFIC OPERATIONS ANALYSIS



Traffic operations analysis bridges the gap between transportation planning, traffic engineering, and design. AMG engineers and planners have many years of experience in analyzing traffic operations in saturated urban or under-saturated rural environments to develop realistic solutions to complex traffic issues. They use state-of-the-art microscopic computer simulation software, such as Transyt, Synchro, CORSIM, and VISSIM to perform traffic operations and traffic simulation analyses. Based on the extensive operations analysis and safety analysis, we can determine the roadway geometry, signing and striping details, signal operations and lane geometry, transition lengths, and lane widths. The operations details are then incorporated into the design plans/PS&E, including construction and bidding supports.

COMPLETE STREET DESIGN/ BICYCLE & PEDESTRIAN

A Complete Street accommodates all users regardless of ability and offers a range of transportation modes from walking to freight movement, as well as the activities generated by adjacent land uses, such as sidewalk cafés, on-street parking, urban forestry and open space, and social interaction. We understand that designing streets for all users, specifically the disabled, children, senior citizens, and others with unique transportation needs, involves a multidisciplinary approach. Our approach includes peeling back the layers of a street's obvious and visible functions to fully understand its hidden, lesser known, and indirect functions to provide reasonable and practical solutions that do not detract from the roadway and transportation network functionality.

TRAFFIC SIGNAL SYSTEM DESIGN AND TIMING

Our partner AMG has the expertise to provide a full-range of traffic signal planning, design, and



construction services from isolated signalized intersections to computer-based traffic signal systems. They have prepared traffic signal and intersection designs at hundreds of locations across the nation. Their experience ranges from simple, single-intersection designs to complex multi-phase signals, interstate interchanges, and problematic design constraints resolution. This experience involves different system types and communication media, including Time-Based Coordination (non-interconnected), microwave-based coordination, hardwire interconnect with an on-street master controller, spread spectrum radio, PC-based systems (closed loop systems), central computer systems, and fiber optic cable. Their extensive experience in traffic control system design includes traffic control and advance warning signals; lane control and counter flow systems; and special purpose traffic systems. Their experience also includes numerous advance warning, emergency vehicle, and railway preemption signal design and has undertaken signal preemption and detector technology studies for clients.

ADAPTIVE TRAFFIC CONTROL SYSTEMS

While building an entire new transportation network isn't feasible, AMG has been using ITS to help with the increasing traffic congestion. They apply ITS technology to the transportation infrastructure to manage and improve the reliability and efficiency of the transportation network. Their core strength has been in deploying Adaptive Traffic Control System (ATCS). Their team has been educating traffic engineers and practitioners on the benefits of ATCS and the need to plan funding opportunities to keep the system operational. AMG has recently been involved with the deployment of more than 20 adaptive signal systems in the United States that are helping to relieve traffic congestion.

AUTOMATED TRAFFIC SIGNAL PERFORMANCE MEASURES (ATSPM)

The ability to look at performance measures such as "percent arrivals on red" and look at occurrences of split failures for individual intersections, or groups of intersections, is revolutionizing the overall Traffic Signal Maintenance and Operations (TSM&O) performance at progressive cities and DOTs. AMG staff are assisting in the deployment of ATSPM to manage and monitor signal systems for multiple cities and jurisdictions including the City of Irvine, City of Hayward, City of Concord, and City of Dublin. Their professionals are working alongside the City of Dublin to set up the software for ATSPMs and assist city staff to understand the software, coordinate installation, generate reports, identify anomalies, and train staff on best practices.

INTELLIGENT TRANSPORTATION SYSTEMS

The AMG team has the capacity to provide expert technical service for every aspect of ITS. AMG is a leader in the research and application of leading ITS solutions and the design and deployment of ITS systems. Expertise includes field integration of CCTV systems, automated incident detection, dynamic message signing, and driver information displays. The future of technology for transportation includes new approaches to managing traffic congestion, improving safety, and providing transit passengers with real-time travel information. AMG has combined ITS with a full range of transportation/transit services to provide new solutions to the challenges facing transportation agencies and authorities.

GRANT AND FEDERAL PROJECTS

When we work with you to prepare grant applications, our primary goal is to obtain enough information to match your needs with available grants to fund your projects. We develop an application strategy, assess the project, prepare the application, and provide technical support for state and federally funded projects.

We have excellent working relationships with funding agencies that help us create an effective approach to producing winning grant applications.

PUBLIC HEARING/COUNCIL PRESENTATIONS

Communicating concepts and technical materials is critical to the success of any transportation project. We routinely help our clients manage public participation and community outreach to educate and build consensus between governing agencies, stakeholders, and potential project opponents.

BSK: Geotechnical Engineering and Material Testing

The BSK geotechnical team will be the technical subconsultant partner that will assist the City with geotechnical engineering services, such as preparation of geotechnical paper studies that rely on existing subsurface data and geologic mapping, geotechnical investigations, geotechnical peer reviews, geotechnical review of plans and specifications, as well as as-needed consultation and responses to RFI's and submittals during construction. BSK and the geotechnical engineers who will support this contract also have the capacity to support the AnchorCM team to manage Quality Assurance materials testing and special inspection services during construction. These services would include laboratory testing in BSK's 5000 square foot Caltrans and AASHTO-certified materials laboratory, compaction testing, rebar inspection, batch plant inspection, concrete sampling and testing, asphalt concrete sampling and testing, masonry inspection, torque testing, epoxy dowel inspection, anchor inspections, shop welding inspection, and field welding inspection. BSK's field staff have extensive working knowledge of the various building codes and materials compliance testing procedures and are adept in applying their expertise.

3. Land Development Review and Permitting Services

Larry's experience in land development review included performing the day-to-day land development engineering work for the Dougherty Valley development, the largest recent development processed by the Contra Costa County Public Works. At Orinda, Larry oversaw the Wilder Development, the largest recent development in Orinda.

AnchorCM is pleased to partner with CSG and BSK to perform these services. While Larry will provide general oversight of this work as Clayton's City Engineer, CSG will perform the bulk of these services with the support of BSK, if necessary. This is the same type of arrangement Larry successfully implemented for Orinda. Although not identified in this Request for Proposal, AnchorCM recommends that the City designate a City Surveyor. Since most of the City Surveyor work will be related to land development activities, CSG is proposing David Rubcic, a California registered Land Surveyor to serve as City's Surveyor.

Below are CSG's approaches to land development review and surveying.

New Development Entitlements

- Review tentative maps, tentative parcel maps, architectural review, and other entitlement applications. Coordinate review with other City staff and/or outside agencies as needed.
- Attend follow-up meetings with Planning staff, the applicant, or others as needed to resolve issues regarding the proposal. Review subsequent submittals of the proposal.
- Assist the City with development of conditions of approval, development agreements, and other requirements associated with development applications. Assist City in negotiating with developers regarding terms of agreements or conditions (Additional tasks associated with the entitlement process are described above).

Plan Review

Review final maps, improvement plans, and landscape plans. Review includes evaluation of required records, studies, grading and improvement plan, and additional materials submitted by the design professional. Confirm that plans conform to City standard design criteria, conditions of approval, and infrastructure or other master plans.

- Each plan review will be accompanied with a letter summarizing the red-line comments addressed to the applicant's engineer or landscape architect, with a copy to City staff and the applicant. A complete red-lined set of drawings and any reports will be returned to the design professionals for use in their corrections. At the applicant's discretion, the comment summary letter and red-lined plan sheets can be scanned and submitted electronically to the design consultant to expedite the review process.
- Although we understand that meetings will not be required, CSG is available to meet with the applicant/representative and City staff to review comments or to delineate the standards which are not being met, in order to facilitate timely completion of the review and meeting the maximum goal of two plan checks. CSG will accept and review subsequent submittals electronically, when feasible, in order to expedite the review process.
- Soils reports will be evaluated and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
- Construction erosion control and post-construction water quality control will be evaluated for compliance with the storm water quality management permit in effect for the City.
- Assist the City with development of conditions of approval, development agreements, and other requirements associated with development applications. Assist City in negotiating with developers regarding terms of agreements or conditions (Additional tasks associated with the entitlement process are described above).
- Confirm that the developer has obtained necessary permits or approvals from other public agencies as needed, and that plans conform to the City's NPDES Municipal Regional Permit requirements for storm water treatment and detention.
- Review and recommend approval of engineering bond estimates and subdivision guarantees.
- Assist the staff in preparing subdivision improvement agreements, other agreements (including stormwater treatment measure and landscape maintenance agreements), and staff reports.
- Meet with developers, consultants, and other agencies on behalf of staff, as requested.

Plan Review Submittals Schedule

Development of hard-and-fast schedules for completion of development review and plan review work is difficult as timing and scope of projects is not always known. Examples of time frames for completing certain tasks are provided below.

TYPE	TIME FRAME
Pre-application entitlement review	Review application material in advance of requested meetings; complete formal comments and submit to Planning within two weeks of meeting
Review Tentative Map Application or Other Entitlement Package	Fifteen (15) working days of notice of submittal by City
Prepare Conditions of Approval	Prepare within one week of request by Planning, or within reasonable shorter time frame if needed to meet hearing date
Complete Improvement Plan (1st Check)	Fifteen (15) working days of notice of submittal by City
Complete Subsequent Improvement Plan as Needed	Ten (10) working days of notice of submittal by City
Prepare fee estimate, review bond estimate, or prepare permit	Ten (10) working days of request
Miscellaneous Assignments	Dependent on scope; typically between five (5) and ten (10) working days

Turnaround times include pickup, QA/QC, and delivery.

CITY SURVEYOR - MAP REVIEW SERVICES

The traditional role of the City Surveyor is to ensure that maps, legal descriptions, and plats prepared for private developments are technically correct. However, more often than not, the City Surveyor will also ensure that the documents are comprehensive of City requirements and completed in accordance with the California Subdivision Map Act and local ordinances (traditionally the functions of the City Engineer). The City Surveyor's daily functions include reviewing the documents submitted by private developers, owners, engineers or surveyors, review and provide comments, and sign final documents when approved. The City Surveyor customarily also meets with and advises the City Engineer and private applicants when complicated or unusual circumstances arise.

Detailed Scope of Work

Under the "Map Review" scope of work, our CSG team proposes to review Final Maps, Parcel Maps, Lot Line Adjustments, Lot Mergers, or other documents per the following:

- Review for compliance with the approved Tentative Map and Conditions of Approval (maps)
- Review for compliance with the California Subdivision Map Act
- Review for compliance with the Professional Land Surveyor's Act
- Review of closure calculations
- Review of title information for the property, including existing easements and any other relevant land encumbrances, based on information contained in a preliminary title report and other documents to be furnished by applicant
- Review of record documents (deeds and maps) of the subject and adjacent properties

- Review, seal and sign final Mylar copies and certificates as Acting City Surveyor or Technical Reviewer
- Preparation of Staff Report for City Council Approval, if required
- Conformance with the project improvement plans and other documents

Legal Documents

The types of legal documents that may be prepared by the City include Parcel Maps, Lot Line Adjustments, and Lot Mergers. Additionally, plats and legal descriptions may need to be prepared for public projects that require right-of-way take. For street dedication or vacation documents, as well as easement grants and abandonments, the burden of preparing the plats and legal descriptions are typically put on the private party in conjunction with private development of the affected parcel(s). Those documents may, however, also be prepared as stand-alone documents/instruments by the City Surveyor. Lastly, records of survey may also be prepared if dictated by the Professional Land Surveyor's Act.

All documents are produced using the same level of care and quality control as mapping reviews, and prepared in conformity to the following legal codes:
California Subdivision Map Act

- Professional Land Surveyor's Act
- Streets and Highways Code
- Civil Code
- Other relevant sections of the Government Code

In addition, all maps or certificates are prepared using local industry standards and pre-established City requirements.

Working closely with CSG would be BSK for geotechnical issues. BSK will assist the City with geotechnical engineering services, such as preparation of geotechnical peer review and, geotechnical review of plans and specifications.

4. Annual Administration/Assessments Levy Services

AnchorCM is pleased to partner with F&A to perform these services. AnchorCM will provide general oversight including the role of the GHAD Manager. F&A will provide the administration and assessment levy services. If it is necessary for the GHAD requires geotechnical engineering work, BSK will provide the geotechnical engineering services.

F&A

Our partner Francisco & Associates ("F&A") and Anchor understands the history and circumstances surrounding each agency's special financing districts are different and the revenue generated is critical to long-term viability. For this reason, we take a comprehensive approach to managing special financing districts and working with public sector clients. For the City, our approach will begin with establishing a strong foundation for the City's Special Financing Districts (the "SFDs" or "Districts") that is not only compliant with the existing legal landscape for assessments but will also be based on the following principles and practices: accountability, consistency, efficiency, effectiveness, and transparency.

We understand that the administration of assessment districts is not just database work, updating an engineer's report, and placement of assessments on the property tax roll but rather being an extension of

staff that may be expected to coordinate with multiple City departments and represent the City by assisting with community outreach and education. We take this responsibility very seriously which is why we will undertake a comprehensive onboarding process if we are given the opportunity to serve the City. The purpose of onboarding is to familiarize ourselves with the nuances of your SFD Program and build strong relationships with the City departments and personnel that we will be working with on a regular basis.

Our onboarding process will be led by your Assessment Engineer, Eduardo Espinoza, P.E. and Project Manager, Brian Brown, and begins with a kickoff meeting to better understand the City's goals, objectives, timelines, and important history surrounding the Districts. Following the kickoff meeting we will interview City staff, as necessary. Interviewing staff helps us identify the role and responsibilities of individuals who are involved in the various tasks that impact the SFD Program. This provides a better understanding of the process and procedures, workflow, internal and external timelines, and specific challenges facing City departments and their personnel which includes the dynamics and priorities of City Council.

An audit of the District parcel databases, fiscal review of the Districts, review of formation and administration documents including improvement diagrams, and review of the City's past approach to managing the Districts will also be essential elements of our onboarding process with the City.

F&A and Anchor will audit the City's existing District parcel databases to confirm that all parcels within the boundaries of the Districts and any zones of benefit are captured correctly and that no parcels outside the District's boundaries are included. Our review of the District parcel databases will include a review of the parcels to confirm property characteristics and their land use are assigned correctly, the correct zone has been assigned to each parcel when applicable, a review of the maximum and applied assessment rates, and that each parcel has been assessed correctly based on the methodology within the Engineer's Reports or formation documents. The purpose of this review is to ensure the City receives all the revenue it is entitled to and that the District data is accurate because it is the foundation in which the City bases decisions.

The purpose of our fiscal review of the Districts are to get a sense of the overall fiscal health of the Districts any zones of benefit. The review includes a look at the assessment capacity of each District, the amount historically levied for each District/zone, fund balances (operating and capital reserves), budgets, and upcoming capital improvement/replacement needs. This fiscal review will result in identifying which Districts have surpluses, deficits, and those which may need to be monitored more closely due to limited revenue capacity. This review assists in discussions with City staff that may be underfunded or may soon become underfunded.

The F&A project team will review formation and administration documents and the diagrams showing all existing improvements. The primary purpose of this review is to ensure the annual Engineer's Report is congruent with the formation/annexation documents, confirm the quantification of special and general benefits by improvement type are appropriately documented and supported, that only parcels that receive a special benefit are assessed, and that the City is complying with the provisions of Proposition 218 and case law. Our review often results in recommendations to strengthen the Engineer's Report and will inform the City of potential issues related to compliance with state law.

The collective efforts of our onboarding process will provide a deeper understanding of the Districts in Year 1, that would otherwise take years. We fully expect these efforts will result in more concise documents, better policies, efficient procedures, clearer communication, and a more effective and transparent SFD Program that functions consistent with industry best practices. The F&A approach to onboarding new

clients demonstrates our commitment to keep staff informed of the annual administrative process and notify staff immediately of any issues or inconsistencies. Our goal is to position ourselves as the City's expert resource and an extension of staff by being extremely proactive, not reactive. The scope of services on the following pages were drafted for the City to address the requirements outlined in Exhibit A, Section 4 of the City's RFP.



Homes and hills in Clayton, CA

Section 2e: References

Below we have included references for our team and partners.

AnchorCM:

City of Orinda
Steve Salomon, Former City Manager
(559) 393-6830

City of Orinda
David Biggs, City Manager
(925) 253-4220

City of Orinda
Amy Worth, Councilmember and former Mayor
(925) 212-4511

Contra Costa County
Warren Lai, Deputy Public Works Director
(925) 313-2180

Town of Moraga
Shawn Knapp, Public Works Director/Town Engineer
(925) 888-7027

CSG

City of Albany
Mark Hurley, PE, Public Works Director/City Engineer
(415) 850-7058

City of Pleasanton
Adam Nelkie, Senior Engineer
(925) 818-4418

City of San Leandro
Jerome Ababa, PE, Associate Engineer
(510) 577-3412

AMG

City of Concord
Abhishek Parikh, Transportation Engineer
925.671.3129

City of Hayward
Charmine Solla, P.E., T.E., Traffic Engineer
510.583.4730

City of San Rafael
Rafat Raie, Deputy Director of Public Works,
415.485.3473

BSK

City of Pleasanton
Adam Nelkie, PE, Senior Civil Engineer
(925) 931-5676

City of Berkeley
Tiffany Pham, PE, QSD, Associate Civil Engineer
(510) 981-6427

Contra Costa County Public Works Department,
Slava Gospodchikov, PE, Engineering Services Division Manager
(925) 313-2316

F&A

City of Brentwood
Aaron Wanden, Park Maintenance Manager
(925) 516-5111

City of Hercules
Mike Roberts, Public Works Director
(510) 799-8241

City of Oakley
Kevin Rohani, City Engineer/Public Works Director
(925) 625-7003

Section 2f: Schedule of Key Dates

AnchorCM has reviewed the schedule in the RFP and can comply with it as is. If chosen, AnchorCM has the capacity to commence work in the second half of March 2022. If possible, it will be helpful to overlap with the existing consultant to transition work. Based on our understanding of past City practices, the term is for one year with the potential for annual renewal.



Section 2g: Modifications or Objections

AnchorCM is proposing the following modifications to the City's agreement:

Section 7(a): Preference is to use the phrase: "endeavor to comply with applicable laws, regulations, and codes…"
Section 8: Add "Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with consultants services."
Section 11:
a. ii. (1) Better to say: "or Insurer's equivalent".
a. iii. (7) Better to say: "Contractual Liability for non-professional services claims with respect to this Contract."
a. v. Better to say: "or endorsements applicable when required by written contract or agreement".
d. Requires coverage for contractual liability under the Professional Liability policy, which is not available. Professional Liability policies include an exclusion for liability assumed by contract, unless the firm would be liable in the absence of the contract. Better to say: "to include limited contractual liability applicable to this Agreement"
e. ii. The exception is professional liability. Defense costs are not in addition to the limits. Defense costs due erode the policy limits.
g. v. The exception for separation of insured is the professional liability policy
Section 12(a): Omit: "volunteer" and "agents" from indemnified parties.
Section 12(b):
Add the following to the end of the paragraph: "This duty does not include the duty to pay for or to provide an upfront defense against claims or allegations arising out of the subject matter of this clause."
Replace the phrase: "that arise out of, pertain to, or related to" with the phrase: "to the extend actually caused by".

Section 28: Preference to include: "The Consultant shall not be responsible for delays from any and all causes beyond its reasonable control."
Add: "In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs."



Section 2h: Cost of Services

1. City Engineering

Based on review of the City's agreement with the existing engineering consultant, the past practice is for AnchorCM to propose a monthly minimum along with hour rates and charges.

For the monthly minimum, AnchorCM is **proposing a monthly fee of $13,636.**
This is based on the following:
Estimate overall hours between 15-20 per weeks, assumed 15 hours

- Larry Theis: 7 hours at the Project Principal rate of $239 = $1,673
- Jason Chen: 8 hours at the Senior Engineer rate of $217 =$1,736
- Subtotal per week =$3,409
- Multiply the subtotal per week by 4 for a monthly rate =$13,636

If the actual hours exceed this estimate regularly (3 months or more) or excessively (more than 20% in any given month), AnchorCM reserves the right to notify the City that additional hours are necessary for a particular month(s) at the hourly rates provided. This would be agreed upon by the City prior to commencement of work.

If technical studies (such as formal traffic study, traffic counts, etc.) or field surveys are required from subconsultants, the additional costs will be billed based on the subconsultant fees plus 10%. These types of costs will be above the monthly minimum.

Please reference rate sheets in appendix b for hourly rates for services.

2. General Engineering Services (non-General Fund Capital Projects)

It is not feasible to estimate the costs for the non-general fund capital projects at this point. Each project will need to be evaluate separately. AnchorCM and the subconsultant teams have submitted hourly rates. Please see Appendix b for the hourly rate tables. A separate proposal will need to be prepared for each capital project. In addition, grant requirements may require the City to perform separate solicitations.

3. Land Development Review and Permitting Services

Due to the difficulty in estimating land development activities, it is not feasible to estimate the monthly costs for land development review and permitting services. The cost will be billed based on subconsultant fees plus 10%.

Please reference rate sheets in appendix b for hourly rates for services.

4. Annual Administration/Assessments Levy Services

AnchorCM will provide general oversight of the assessment districts. The oversight costs will be included as part of the City Engineering costs, except for the GHAD Manager duties. AnchorCM is proposing an annual fee of $2,390. This is the assumption of 10 hours per year for Larry Theis at the Project Principal rate of $239. This is in addition to Francisco & Associates' cost proposal.

Please reference rate sheets in appendix b for hourly rates for services.

Francisco & Associates, Inc. proposes the following lump sum fees to provide the Scope of Services outlined in the proposal.

ASSESSMENT DISTRICTS

Oakhurst Geological Hazard Abatement District Annual Administration Fee	$2,500 per year
Street Light Assessment District Annual Administration Fee	$3,500 per year
High Street Bridge Assessment District Annual Administration Fee	$500 per year
Lydia Lane Sewer Assessment District Annual Administration Fee	$500 per year
Oak Street Bridge Assessment District Annual Administration Fee	$500 per year
Oak Street Sewer Assessment District Annual Administration Fee	$500 per year
Diablo Estates Benefit Assessment District Annual Administration Fee	$3,500 per year

REIMBURSABLES

Reimbursable expenses such as overnight mailings, recordation fees, mileage, County maps and data are in addition to the lump sum fees above and will be billed at cost plus 10%, but reimbursables will not exceed $500. Mileage will be billed at the annual Federal mileage rate ($0.58 per mile).

If it is necessary for the GHAD requires geotechnical engineering work, BSK will provide the geotechnical engineering services, such as preparation of geotechnical paper studies that rely on existing subsurface data and geologic mapping, geotechnical investigations, geotechnical peer reviews, geotechnical review of plans and specifications, as well as as-needed consultation and responses to RFI's and submittals during construction. It is not possible to determine the scope at this point and separate cost proposal will be presented at a later date to the City if necessary.

Appendix a – Resumes of Key Personnel (continued from Section 2c)



Jason Chen, P.E.
Engineering Manager

Experience Summary

Jason has over 22 years of engineering experience with over 17 years in municipal engineering for public agencies. Jason has worked County and City levels of government, specifically in engineering and public works. He brings these skills to AnchorCM to consult and provide services to Northern California agency clients.

Experience
22 years

Education/Training
UCLA: B.S. Civil & Environmental Engineering, B.A. Economics.

UCLA Extension: Professional Designation in Construction Management

Affiliations
American Public Works Association

Select Relevant Project Experience:

City of Orinda, City Engineer (2017-2021)
Public Works and Engineering Operations
Responsible for capital improvement projects, engineering, and lighting and landscape district. Highlights include oversaw capital projects, recovered $3 million emergency rainstorm disaster relief funds, presented and prepared of staff reports and resolution for City Council, public outreach for projects and new programs, worked closely with City Attorneys on flooding and landslide case, procured regional and federal grants for projects, CCTA Technical Coordination Committee member, and performed Acting Director of Public Works and Engineering duties for extended period of time.

City of Orinda
Parking Program, City Engineer
Project Value, 2018-2021
Created a residential and a commuter permit parking programs as well as a new red flag parking restriction program for a high-risk fire zone.

City of Orinda
2017 Storm Damaged Projects, Senior Civil Engineer
3.5 million, 2017-2019
Senior Civil Engineer focused on emergency federal funding recovery efforts Emergency repair of 72” diameter collapsed corrugated metal culvert, landslides, and other storm related damages. Recovered all eligible expenses from CalOES, FEMA, and FHWA.

City of Orinda
Downtown-Bryant Way ADA Ramp & lighting, Project Manager
$1 million, 2017
Installing new switchback ADA accessible ramp structure with

Jason Chen P.E
Engineering Manager

landscaping and overhead lighting.

Contra Costa County
Iron Horse Corridor Mgmt. Program, Iron Horse Corridor Manager
Project Value, 2016-2017
Manage the 18.5 miles right of way of the Iron Horse Corridor for public use as well as providing staff support to the Iron Horse Corridor Management Program Advisory Committee.

Contra Costa County
Special Districts, Special Districts Manager
Project Value, 2014-2017
Contra Costa Special Districts operations includes landscaping, park and recreation programs, street lighting, transit, wastewater collection and treatment, and water treatment. Oversaw the implementation of 8 EBRPD Measure WW funded capital projects that included, bocce courts, new/modified play structures, a new mini-park, a new plaza, landscape upgrades, a new trail, and a new concession/announcer building.

Contra Costa County
Highway Bridge Program, Associate Civil Engineer
Project Value, 2010-2013
Managed Contra Costa County's bridge projects, investigated scour critical bridges, established plan of actions, and applied for HBP funding for new bridge projects.

Contra Costa County
Iron Horse Pedestrian Overcrossing at Treat Boulevard, Project MGR
$16 million, 2007 to 2010
This pedestrian/bicycle crossing allow Iron Horse Trail user to safely cross over a busy 8-lane roadway. This bridge is also the gate way to the Contra Costa Centre Transit Village. This project won the 2011 California Transportation Foundation Project of the Year, the 2011 California Greenway and Trail Association Construction Award, and the 2012 IDEAS2 award for innovation in structural steel design from the American Institute of Steel Construction.



Joy Bhattacharya, PE
Innovative Transportation Planning and ITS Expert

Education/Training
M.S. Transportation Engineering/Operations Research, University of Delaware

M.Eng Transportation Engineering, University of Tokyo

B.Tech (hons) Civil, Indian Institute of Technology, Kharagpur, West Bengal

Skills
ITS System Review & Needs Assessment

Traffic Operations

Traffic Management Centers

Knowledge of Existing & Emerging Transportation Technologies

Innovative Congestion Management Strategies

Stakeholder Coordination

Experience Summary
Joy is AMG's Vice President of Innovative Transportation Solutions. Joy has in-depth experience in the development, design and implementation of various engineering strategies in major metropolitan areas, including Adaptive/Responsive Traffic Signal Systems and Transit Priority Systems; Incident Management Plans; design of automated Electronic Toll Collection systems; preparation of PS&E for field implementation of CCTV, Changeable Message Signs, Highway Advisory Radio, Ramp Metering and ATMS systems; and freeway and arterial operations using micro-simulation. Local projects to his credit include the GoMentum Station V2X Signal Lab, CAV Program, SAV FM/LM pilot program at San Ramon, Mountain House ATMS, City of Hayward Adaptive Signal Systems, Webster Street SMART Corridor System, SR-4 and I-80 Integrated Corridor Management, and the Santa Clara VTA Capitol Corridor Transportation Study. Joy has been involved with traffic signal systems for over 25 years on design, operations, maintenance, and inspection of signal systems and implementation of backend Traffic Management Centers. Joy spearheaded the effort of planning and building the V2X traffic signal lab at GoMentum Station with the capability of testing applications related to DSRC and CV2X communication. Joy is currently managing the ATSPM grants for the Cities of Hayward, Dublin, San Rafael, Walnut Creek and Concord, which includes implementation of DSRC based Conditional Transit Priorities along corridor and getting high resolution data from the traffic signal system.

Select Relevant Project Experience:

City of Concord
V2X Signal Lab, GoMentum Station, Project Manager
Joy led the design and implementation effort of a state-of-the-art CAV V2X Signal Lab at GoMentum Station, that will be dedicated to research, training, and testing of CAV hardware and software technologies. Traffic engineers in Contra Costa County and the Bay Area will have access to traffic signal cabinets, multiple traffic signal controllers, video detection, DSRC/5G communication, and other traffic signal related equipment, to test the connectivity and safe crossing of CAVs equipped with On-Board Units (OBUs) and traffic signal controllers equipped with DSRC/5G technology. The significance of this effort is that City traffic engineers will no longer need to use their own maintenance shop and scarce resources for testing AV connectivity for safety. The unique environment of the VzX Signal Lab

Joy Bhattacharya, PE Innovative Transportation Planning and ITS Expert

will expose traffic engineers and technicians to the complexities of signal deployment and prepare us for future CAV operations, including setup and maintenance of traffic signal controllers, conflict monitors, load switches, detection and DSRC/5G based communication systems on traffic signal cabinets. The lab offers the opportunity for hands-on experience working with futuristic traffic signals and associated technologies, testing various CAV and DSRC functional services, including collision avoidance, ATSPM, Emergency Vehicle Preemption, Vulnerable User Services, V2V, V2I, V2P, and V2C communications. Additionally, the lab is poised to educate and train signal technicians and traffic engineers in both the public and private sectors.

Alameda and Contra Costa County
I-80 Integrated Corridor Mobility Project, Project Manager
AMG staff were responsible for evaluating the existing system and providing solution by designing, developing, and implementing communication between the field elements and the TMC and between the City TMC and Regional TMC. Staff worked closely with 11 cities and 2 transit agencies to implement the system. AMG staff is responsible for the successful implementation and operation of all the advanced strategies implemented as part of the project. The project included the implementation and integration of traffic and transit operations strategies including adaptive ramp metering, ramp metering priority for transit, traffic operations systems, active traffic management, and incident management along a 19.5-mile section of I-80 between the Bay Bridge Toll Plaza and the Carquinez Bridge. In addition to the freeway improvements, the project consists of local arterial and transit improvements along San Pablo Avenue, including signal synchronization, transit signal priority and flush plan for incidents.

Advanced Traffic Management System (ATMS)
Design for Route 238 Improvements, Project Manager
Joy managed the evaluation and design of an Advanced Traffic Management System with adaptive coordination capabilities. The design plans were completed on a fast-track schedule, and the roadway improvements and signal modifications are now under construction. ITS services for the project included: Developing the ATMS functional requirements: Preparing draft and Final Concept of Operations reports: Analyzing traffic detection and communications requirements and Evaluating adaptive control traffic signal systems and selecting the system that most effectively meets the City's signal system requirements. In addition to preparing traffic signal, pavement delineation and signing plans, Joy also designed the detection and fiber optic/copper signal interconnect at 32 intersections.

Joy Bhattacharya, PE
Innovative Transportation Planning and ITS Expert

Caltrans District 6
Fresno 180 Braided Ramp Design/Fresno, Project Manager-ITS
The overall purpose of the project was to improve traffic operations, reduce congestion, and enhance traffic safety within the freeway-to-freeway interchanges between SR 180, SR41 and SR 168. Joy was the PM for the traffic/ITS work needed for the project. ITS scope of work included the design of and plans for the overhead and roadway signage, the pavement delineation, and the electrical systems on the project.

Alameda County
Webster Street SMART Corridor Project, Project Manager
Joy was as the Project Manager for the Webster Street SMART Corridor Project. The project the developed a TSP system to reduce travel time along five AC Transit lines; designed traffic signal coordination systems along Webster Street and Constitution Way/Lincoln Avenue; designed a new traffic signal at Webster/Pacific Avenues and signal modifications at five intersections; designed and implemented an Advance (VDS); designed and implemented a CCTV system; and implemented an ATIS.



Cristiano Melo, PE, GE
Principal Geotechnical Engineer

Experience Summary

Mr. Melo will serve as the primary point of contact, project manager, and lead geotechnical engineer for BSK's services for this contract. He is a licensed Civil and Geotechnical Engineer in the State of California with over 20 years of experience throughout the San Francisco Bay Area and Central Valley, supporting projects from design of shallow and deep foundations to retaining walls, geotechnical peer reviews, pavement rehabilitation studies, earthwork, hillside grading, site drainage, subgrade stabilization, slope stability analysis, ground improvement, and trenchless excavation. His project support focuses on geotechnical investigations, materials testing, and geotechnical peer review for numerous public works/capital improvements projects, including sewer/water/stormwater pipeline, wastewater treatment plant, pumping station, water tank, public building, parks, and roadway projects designed to Caltrans Standards.

Education/Training

MS, Civil Engineering, University of Idaho

BS, Civil Engineering, University of Idaho

Select Relevant Project Experience:

City of Brentwood

Shea Homes & Shea Trilogy Subdivisions, Independent Geotechnical Peer Review

Mr. Melo performed a peer review of the soil/bedrock expansion mitigation for two subdivisions as part of BSK's on-call geotechnical on-call contract with the City. The objective of the peer review was to provide an independent assessment of the mitigation measures recommended by the Geotechnical Engineers-of-Record for the two subdivisions.

City of Dublin

Fallon Sports Phase 3 Improvements, Lead Geotechnical Engineer

Mr. Melo is the lead geotechnical engineer for new facilities and other improvements at Fallon Sports Park and additional task orders under BSK's on-call agreement with the City. The project included two additional little league fields, cricket field, athletic field lights, sand volleyball courts, play area, and concrete flatwork/terrace seating.

City of Berkeley

1322 Glendale Avenue Retaining Wall, Project Manager and Lead Geotechnical Engineer

An existing retaining wall, approximately 150 feet long and up to about 7 feet high, along the west side of southbound Glendale Avenue

Cristiano Melo, PE, GE
Principal Geotechnical Engineer

near 1322 Glendale Avenue is either failing or allowing subgrade soil underneath to erode. The erosion also caused settlement of the sidewalk, curb, and gutter, and asphalt pavement located behind the retaining wall. BSK performed a site reconnaissance, reviewed existing data, conducted a geotechnical investigation, and provided geotechnical recommendations for repairs. Construction for the new wall replacement started during the fall of 2021 and is due to be completed by the spring of 2022. The City retained BSK during construction to provide limited geotechnical observation services. Mr. Melo was the Project Manager and lead geotechnical engineer.

City of Berkeley
San Pablo Avenue Sanitary Sewer Rehabilitation, Project Manager & Lead Geotechnical Engineer
Mr. Melo served as the Project Manager and lead geotechnical engineer. The project involved the rehabilitation of existing 6- to 10-inch vitrified clay pipe (VCP) sewer main segments located within the Caltrans right-of-way. Borings were strategically located outside the Caltrans right-of-way.

Contra Costa County Public Works
Happy Valley Road Embankment Repair, Project Manager & Lead Geotechnical Engineer
Mr. Melo was the lead geotechnical engineer and Project Manager for the geotechnical investigation for this project which was a task order to BSK's on-call agreement with the County. A landslide removed the asphalt-paved shoulder and a portion of the northbound lane on Happy Valley Road adjacent to an intermittent creek located approximately 1,000 feet southeast of the intersection with Bear Creek Road in unincorporated Contra Costa County. Slope stability analyses were performed for various repair options.

Casa Montego Senior Housing
Satellite Housing/Casa Montego II, Project Manager & Lead Engineer
Mr. Melo served as Project Manager and lead engineer for the geotechnical investigation and earthwork construction observation and testing for 2 interconnected 2-story buildings with a total footprint area of approximately 13,000 square feet. Due to space constraints and the proximity of an existing nearby senior housing building, the cut slope to the south of the site was retained by a soldier pile wall with tiebacks and a three-tiered tieback wall. Both walls had shotcrete facing.

Cristiano Melo, PE, GE
Principal Geotechnical Engineer

City of Oakley
Oakley Recreation Center, Project Manager & Lead Geotechnical Engineer
Mr. Melo was the Project Manager and lead geotechnical engineer for the geotechnical investigation and construction monitoring services for a new recreation center. The project included two approximately 10,000-square foot buildings, an amphitheater, an athletic field with natural turf, asphalt concrete paved parking and driveways, underground utilities, landscaping, and bioswales/infiltration basins.

City of Tracy
Holly Drive and Arbor Avenue Pavement Rehabilitation, Independent Geotechnical Peer Review
Mr. Melo performed a peer review of the geotechnical investigation and pavement rehabilitation measures, particularly focused on full depth reclamation as part of BSK's on-call geotechnical on-call contract with the City. The objective of the peer review was to provide an independent assessment of the soil/bedrock expansion mitigation measures recommended by the Geotechnical Engineers-of-Record for the two subdivisions.

City of Vallejo
New Police Headquarters, Project Manager and Lead Geotechnical Engineer
Mr. Melo serves as the Project Manager and lead geotechnical engineer for the geotechnical investigation. An existing 15-year-old 2-story commercial building with a footprint area of approximately 30,000 square feet is being seismically retrofit to a Risk Category IV, Essential Services Building. Site challenges include shallow groundwater and long-term settlement associated with Bay Mud. To address these challenges, the new building additions will be supported on deep foundations consisting of drilled piers and raising site grade via placement of new fill will be kept to a minimum.

Hayward Area Recreation and Park District
Via Toledo Park, Project Manager and Lead Geotechnical Engineer
Mr. Melo was the Project Manager and lead geotechnical engineer for the investigation of a new neighborhood park with a footprint area of approximately 2 acres. The project includes a half-court basketball court, play areas, fitness equipment, picnic areas, plaza, shade structure, and decomposed granite pathway. He is also managing BSK's support during construction.

Cristiano Melo, PE, GE
Principal Geotechnical Engineer

Stanislaus County

Crows Landing Road Improvements, Geotechnical Engineer

Mr. Melo served as the geotechnical engineer for the pavement rehabilitation and widening of approximately 1,500 feet of Crows Landing Road. Rehabilitation measures being considered include asphalt rubber chip seal interlayer and asphalt concrete overlay, asphalt concrete overlay, and full-depth reclamation.

City of Suisun City

McCoy Creek Trail Phase II, Project Manager and Lead Geotechnical Engineer

Mr. Melo served as the Project Manager and lead geotechnical engineer for the geotechnical investigation extending an existing 10-foot-wide concrete pathway along the western bank of McCoy Creek from Pintail Drive north to Laurel Creek, where a single-span, 175-foot long, prefabricated pedestrian/bicycle bridge will be installed, connecting the north and south banks of Laurel Creek. Other improvements will include shade structures, wayfinding signs, minor landscaping, lighting, and bioretention areas. The total length of the trail will be approximately ¾-mile in length.



Carrie Foulk, PE, GE
Senior Geotechnical Engineer/Geotechnical Group Manager

Education/Training
MS, Civil Engineering, University of California, Berkley

BS, Civil Engineering, University of Washington

Skills
Civil Engineer, California, No. 62240, 2001

Geotechnical Engineer, California, No. 3016, 2013

Experience Summary
Ms. Foulk has over 20 years of geotechnical engineering experience providing geotechnical engineering consulting for public and private sector clients, including local area government agencies, school districts, wastewater districts, and commercial developers. Her expertise covers many levels of project responsibility including scoping, conducting field and laboratory investigations, performing engineering analyses, preparing reports, performing peer reviews, and coordinating and providing construction services.

Select Relevant Project Experience:

Alameda County
Crow Canyon Road Edge Repairs, Independent Geotechnical Peer Review
Ms. Foulk provided a peer review of geotechnical report as part of BSK's geotechnical on-call contract with the County for four locations along the outboard edge of the roadway where slope instabilities were identified. Services were limited to providing an independent assessment of the project report

City of Livermore
On-Call Geotechnical and Materials Testing, Project Manager
Ms. Foulk is the Project Manager of the On-Call Geotechnical Engineering and Materials Testing and Inspection contract with the City. The contract consists of providing materials testing and inspection, geotechnical engineering investigations, and environmental consultation. Projects have included over 60 task orders to-date to include materials testing for roadway and civil infrastructure projects, as well as a geotechnical investigation and infiltration testing for a hydromodification basin project and geotechnical engineer-of-record services for their $8.1 million, 6,750 sf Civic Center Meeting Hall project where BSK assumed the geotechnical engineer-of-record role and supported the project during construction with materials testing and special inspections to include structural steel, reinforced concrete, and miscellaneous various specialty evaluation of construction materials requested by the City.

Carrie Foulk, PE, GE
Senior Geotechnical Engineer/ Geotechnical Group Engineer

City of Pleasanton

On-Call Geotechnical & Materials Testing Services, Project Manager

Ms. Foulk is the Project Manager of the On-Call Geotechnical Engineering and Materials Testing and Inspection Contract with the City of Pleasanton of which BSK has held for the past 15+ years. The contract consists of providing materials testing and inspection, geotechnical engineering investigations, and geotechnical peer reviews.

West Las Positas Boulevard Failure Analysis Investigation

W. Las Positas Boulevard from Santa Rita Road to Interstate 680, Project Manager

The roadway has experienced settlement and cracking over many years and has exhibited accelerated settlement over the last 10 years. The settlement is not limited to the roadway but is widespread in this area, affecting homes and other structures. This part of Pleasanton is underlain by Holocene flood basin deposits. Portions of the roadway and surroundings was former marsh areas. BSK is investigating the subsurface conditions along the length of roadway by drilling and sampling various soil borings. She has been involved with 21 task orders to-date to include: Fire Training Tower – Project included mapping of cracking and fire-related damage to a seven-level concrete training facility structure. Livermore-Pleasanton Fire Department Fire Station #3 – Construction observation and testing of $7.5 million, 8,800-square-foot two-story fire station. Bernal Community Park Phase I and II – Lead geotechnical engineer and Project Manager for the construction phase of the $16 million, 60-acre Bernal Community Park. Independent Geotechnical Peer Review, Kiewit Property – Independent geotechnical engineering assessment of project specific documents for a 181 single-family residential development and associated improvements. Val Vista Park Restroom – Forensic investigation into significant masonry wall cracking, including a geotechnical investigation, laboratory testing and conclusions on cause of cracking and settlement.

Alameda County

Fault Rupture Hazard Evaluation, Independent Geotechnical Peer Review

Ms. Foulk conducted a peer review of the project report for a new residential redevelopment for Alameda County as part of BSK's geotechnical on-call contract with the County. The objective of the review was limited to providing an independent assessment of the report based on the Alquist-Priolo Earthquake Fault Zoning Act of 1972 and California Geological Survey Note 49.

Carrie Foulk, PE, GE
Senior Geotechnical Engineer/ Geotechnical Group Manager

City of Fremont
New Band Pavilion at Central Park, Lead Engineer
Ms. Foulk served as the lead engineer during the geotechnical investigation the new band pavilion at Central Park in Fremont. The project consisted of the complete demolition and reconstruction of the former band pavilion and ancillary improvements.

City of Brentwood
Public Works Administration Building, Senior Geotechnical Engineer
Ms. Foulk performed Geotechnical Senior Review for the preliminary geotechnical investigation for a new administration building. The project consists of an approximately 14,000 square-foot, 1-story, L-shaped building with a slab-on-grade floor. The new building extends over an area currently occupied by a 1-story, approximately 2,000 square foot building, paved paving and driveways, concrete flatwork, and concrete walls.

City of Pleasanton
Yolanda Court Storm Drain Outfall Repair, Geotechnical Peer Review
Ms. Foulk performed geotechnical peer review for the soils investigation for this emergency-type erosion repair project. A slope containing a storm drain outfall failed/eroded during the 2016-2017 rainy season, which resulted in an approximately 20-foot-high scarp along with disconnection and damage of the existing 36-inch corrugated metal pipe.

Alameda County Flood Control and Water Conservation District
Channel Widening, Senior Geotechnical Engineer
Ms. Foulk conducted a geotechnical investigation and recommendations for new sheet pile walls for the purpose of widening an existing flood control channel. This work was conducted under BSK's current geotechnical on-call contract with the County. The subsurface conditions include several layers of liquefiable soils. Recommendations included active pressures and passive resistance based on liquefied soil, seismic increment for the wall, and a site-specific ground motion hazard analysis.



Michael Kibbey
Materials Testing Task Manager

Education/Training
BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

Skills
Engineer-in-Training (E.I.T.), No. 128476, CA

Nuclear Density Gauge

Experience Summary
Mr. Kibbey has nearly 14 years of experience in materials testing and special inspection services involving pavement, masonry, pre-cast concrete, earthwork, foundations, reinforcing steel, concrete, load testing of post-installed anchors/dowels, structural steel, and welding, to name a few. His portfolio of projects includes experience with Caltrans, roadways/highways, bridges, rail, soil nail, tie-back, and gravity walls, mass grading, deep and shallow foundations, hot mix asphalt pavements, and subsurface exploration. His responsibilities have included field activity oversight, planning and staffing, attendance at pre-bid and pre-construction meetings, owner and stakeholder reporting, analysis and communication, providing quality control leadership, including developing quality assurance protocols for laboratory testing, and ensuring contractor's quality control programs are compliant with regulations and meet Agency and owner requirements.

Select Relevant Project Experience:

City of San Ramon
On-Call Materials Testing and Construction Inspection Consulting Services, Project Manager
Mr. Kibbey serves as a Project Manager providing on-call materials testing and construction inspection consulting services for the City of San Ramon through various task orders. Services include grading, paving, minor concrete work, installation and backfill of utilities, welding inspection, and full-depth reclamation (FDR). All work is performed in accordance with Caltrans project special provision requirements and the City's Quality Assurance Program (QAP).

City of San Ramon
Alcosta Boulevard Pavement Rehabilitation, Project Manager
This $3.5 million included the pavement rehabilitation along Alcosta Boulevard that included full-depth reclamation (FDR) to stabilize existing subgrade with cement, overlay and mill and fill treatments with hot-mix-asphalt (HMA), HMA base failure repairs, utility adjustments, adjusting of survey monuments and covers, replacing signal detector loops, and pavement striping and markers. BSK provided materials testing services that included observation of base failure repairs, Quality Assurance (QA) oversight and testing during FDR cement treatment, HMA sampling and testing, and laboratory testing of FDR and HMA materials.

Michael Kibbey
Materials Testing
Task Manager

City of San Ramon
Pavement Management 2021 Project, Project Manager
BSK provided materials testing services on the City of San Ramon's Pavement Management 2021 Project that included slurry seal treatment (90,408 SY), microsurfacing (180,710 SY), and rubber chip seal (121,545 SY) at various locations throughout the city as part of their annual maintenance program. BSK provided quality assurance observation and materials testing services that included sampling and testing of aggregates and emulsions through the duration of the project. BSK's inspectors observed the contractor was performing operations per project specifications and measured the rate of placement of slurry seal/microsurfacing and chip seal. Laboratory testing included sieve analysis, sand equivalent, durability index, LA rattler, percent crushed particles, viscosity, particle charge, residue by evaporation, cone penetration, resilience, and softening point.

City of San Ramon
On-Call Pothole and Miscellaneous Pavement Repairs, Project Manager
BSK provided materials testing and compaction testing services during this on-call pothole repair project along Stoney Creek Drive in San Ramon. BSK observed and tested compaction for the base failure repairs using hot-mix-asphalt. Laboratory testing included Hveem maximum density, HMA oil content, and proctor compaction curves.

City of Richmond
Castro Ranch Road Rehabilitation Project, Project Manager
Mr. Kibbey served as Project Manager providing Quality Assurance (QA) testing services as part of the Construction Management team for this pavement rehabilitation project of Castro Ranch Road from Olinda Road to the City Limit. Services include observation, sampling, and field density testing during subgrade preparation and placement of aggregate base, cold in-place recycling of asphalt pavement, hot mix asphalt (HMA), as well as special inspection and testing services during reinforced concrete construction. All work was performed in accordance with Caltrans and project special provision requirements.

Contra Costa Transportation Authority
State Route 4 Balfour Road Interchange Reconstruction and Bridges, Project Manager and Structure Materials Representative (SMR)
Mr. Kibbey served as Project Manager and Structure Materials Representative (SMR) on the Balfour Road and State Route 4 Interchange project in Brentwood. The project scope included

Michael Kibbey
Materials Testing
Task Manager

lowering Balfour Road raising SR 4 to a primary precast (PC) pre-stressed (PS) concrete overpass bridge. Two other bridges were constructed over Deer Creek, PC/PS and Cast-in-place (CIP). He oversaw the coordination of source inspections, working directly with the Structure Representative and with the Caltrans oversight team on the Balfour segment as well as helped develop the Source Inspection Quality Management Plan (SIQMP) that was prepared specifically for the project.

City of San Mateo
Construction Management (CM) On-Call Materials Testing Services, Project Manager
Mr. Kibbey is serving as Project Manager to provide materials testing services as part of the City of San Mateo CM On-Call. Services include performing compaction testing and observation of subgrade materials, full-depth reclamation (FDR) testing, aggregate base, and hot-mix-asphalt (HMA) paving, HMA batch plant sampling, as well as structural concrete sampling. Task orders to-date include North San Mateo Drive Sustainable Streets, Citywide Street Rehabilitation Phase I, San Mateo Streets Reconstruction Project II.

Stanislaus County
Crows Landing Road Bridge Replacement, Project Manager
The proposed 5-span structure will be a cast-in-place concrete box girder bridge and constructed in two-stages to maintain two lanes of travel during construction. Mr. Kibbey is currently serving as Project Manager providing Quality Assurance (QA) testing services as part of the Construction Management team for the Crows Landing Road Bridge Replacement project over the San Joaquin River located near the unincorporated town of Crows Landing. The new bridge structure will have two 12-foot travel lanes with 4-foot shoulders, as well as a 12-foot center median lane to accommodate safe turning movements. BSK's services include observation, sampling, and field density testing of native subgrade, embankment/structural backfill, and aggregate base, concrete sampling and testing, hot mix asphalt (HMA) sampling and testing, as well as to assist with source inspection coordination and testing. All work is being performed in accordance with Caltrans and project special provision requirements.



Mario Camorongan, PE, CFM, QSD
Senior Project Manager

Experience Summary

Mr. Camorongan is a seasoned civil engineer with over 40 years of experience in municipal engineering design. Prior to joining CSG, he served as Senior Civil Engineer/CIP Manager for the City of Concord.

Education/Training

Bachelor of Science, Civil Engineering

University of Pangasinan
Philippines

Professional Civil Engineer
State of California | 32617

Professional Civil Engineer
State of Washington | 22052

Professional Civil Engineer
State of Oregon | 14657

Professional Civil Engineer
Philippines | 16996

Certified Floodplain Manager, ASFPM
US-08-03613

Certified QSD/QSP
20442

Affiliations

Filipino-American Society of Architects and Engineers (FASAE)

Past President 2004-2005
Past Chairman of the Board

Select Relevant Project Experience:

Mountain House Community Services District
Development Project Manager/Resident Engineer

Mr. Camorongan is providing project management and review of submittals. He provides project oversight as a Resident Engineer in support of the inspector on a number of parks and landscape projects such as A3 Mini Park, A4/A5 Mini Park, Neighborhood (NH) A, B2/B3, B4/B5 In-Tract Landscaping projects.

City of Concord
Capital Improvement Program, Senior Civil Engineer/CIP Manager

Mr. Camorongan worked in incremental responsibilities from a Public Works Engineer III to a Senior Civil Engineer/CIP Manager for the City of Concord. As a Senior Civil Engineer, Mr. Camorongan was responsible for managing the Capital Improvement Program of the Engineering Division and the delivery of capital projects through the preparation of plans and specifications and provided construction management. He prepared and reviewed project descriptions, outlined the scope of projects, design criteria, necessary information, special studies, and necessary scheduling and coordination, reviewed the work of engineering consultants for compliance with contracts, as well as responded to questions and complaints from contractors and the general public. Additionally, Mr. Camorongan was primarily responsible for the development of the City's capital project budget and a designated Single Point of Contact (SPOC) to Caltrans, MTC, and CCTA.

City of Pleasant Hill
Luk and Associates, Project Manager

As Project Manager, Mr. Camorongan supervised staff assigned to each project. He prepared construction specifications and bid proposals for various projects and prepared grading and improvement plans for various schools, storage facilities, single family and multi-family subdivisions, fire department stations, animal shelters, juvenile justice facilities, shopping centers, and other commercial developments using AutoCad.

Mario Camorongan, PE, CFM, QSD Senior Project Manager

Affiliations (continued)
Member Teaching Staff (EIT Review)

American Public Works Association (APWA)

City of Martinez
Engineering Collaborative, Vice President
Mr. Camorongan was responsible for the formulation and administration of company policies and development of long-range goals and objectives. He developed marketing plans and interacted with clients, developed strategies for personal and professional growth of employees, and provided plan checking of grading and improvement plans, parcel and final maps, and related documents for various cities.

City of Walnut Creek
Stedman and Associates, Engineering Supervisor
Mr. Camorongan planned, developed, coordinated, and directed large engineering projects, as well as small projects with many complex features. He developed and evaluated plans and criteria for the variety of projects and activities carried out by subordinates. Mr. Camorongan also performed structural calculations, hydrology and hydraulic calculations, engineer's cost estimates, and earthwork quantities.

City of Concord
Santina and Thompson, Project Engineer
As a Project Engineer, Mr. Camorongan performed structural analysis on concrete retaining walls, sound walls, slope protection structures, and bridge widening projects. He designed grading, utility, and improvement plans for various subdivisions, included designed various capital improvement projects for various types of construction specifications for the City of Dublin.



Lawrence Lau, PE, PLS, QSD/P
CIP Manager

Experience Summary

Mr. Lau has over 27 years of civil engineering design and project management experience. He possesses a strong technical background in the master planning, design, and construction of Caltrans and local roadways, complete streets, roundabouts, parking lots, drainage and utility improvements for public agencies. He is also experienced in site layout, grading, drainage, and backbone infrastructure improvements for low, medium, and high density residential and mixed-use developments.

Education/Training

Bachelor of Science in Civil Engineering
California Polytechnic State University

Professional Civil Engineer
State of California | C57397

Professional Land Surveyor
State of California | L7934

Qualified Stormwater Designer/Practitioner | 23449

Affiliations

APWA

American Council of Engineering Companies

East Bay Chapter
Past President (2013-2014)

American Society of Civil Engineers

Select Relevant Project Experience:

City of East Palo Alto
Addison Ave. Safe Routes to Schools and Green Street Improvements, Project Manager

Mr. Lau served as the Project Manager for enhancements to pedestrian and bicyclist accessibility and safety within a residential area by installing new bicycle and pedestrian facilities and sustainable green street features. Mr. Lau led a community outreach meeting at the beginning of design stage to listen to the community and stakeholder's concerns.

Town of Colma
Mission Road Bicycle and Pedestrian Improvement Project, Project Manager

Mr. Lau served as the Project Manager for the design of bicycle and pedestrian improvements in the Town of Colma. The project involved the planning, design and implementation of a number of safety related improvements for the pedestrians, bicyclists and vehicles along Mission Road between El Camino Real and Lawndale Boulevard. The anticipated improvements include addition of new sidewalk to provide continuous safe and accessible pedestrian route, extension of Class II bicycle lanes on northbound direction, construction of bulbouts and high visibility crosswalks with pedestrian flashing beacons, installation of energy efficient street lights, relocation and reconstruction of the existing curb, gutter, sidewalk and non-ADA compliant ramps and driveway approaches, and construction of landscape planters for drainage and stormwater treatment purposes

Lawrence Lau, PE, PLS, QDS/P
CIP Manager

City of Pleasanton

Bernal Ave. and Nevada Street Intersection Project, Project Manager

Mr. Lau managed the design of a protected intersection, an innovative approach to expand both the northwest and southwest corners of the intersection of Bernal Avenue and Nevada Street with a 30 feet radius and ADA-compliant curb ramps. The design aspects of the project included ADA-compliant curb ramps, driveway approach, sidewalk, curb & gutter, a drainage inlet, adjustment to utility covers, roadway resurfacing, and modification to an existing drainage inlet.

City of Albany

Marin Ave. Pavement & Curb Rehabilitation Project, Project Manager

Mr. Lau managed the review, evaluation, recommendation, and design of pavement rehabilitation treatment alternatives along Marin Avenue and other eleven collector and local roads for the City. The project scope included assessment of existing site conditions, selection of pavement treatment types, repair of base failures, crack sealing, pavement patch and leveling, preservation of existing survey monuments, reconstruction of curb ramps to meet ADA requirements, repair of failed curb, gutter and sidewalk, reinstallation of new bike lanes and traffic signal detector loops, pavement markings and striping, and adjustment of existing utilities to pavement finished grade. Mr. Lau also attended a workshop to present the findings from the field investigations and establish guiding principles for curb ramp design, pavement treatments and modifications to existing striping and signage.



David Rubcic, PE, PLS
City Surveyor

Experience Summary

Mr. Rubcic is a professional engineer with over 36 years of experience in all phases of municipal engineering including capital improvement projects, subdivision improvements, land developments, inspection, and master planning. Prior to joining CSG, Mr. Rubcic served the City of Hollister for 22 years, starting as an Assistant Engineer and ending his services as Interim City Engineer. As part of his role with the City of Hollister, Mr. Rubcic met with the public in workshops and other meetings including one-on-one discussions for negotiations of right-of-way acquisition, project meetings, and general community outreach. For CSG, Mr. Rubcic provided map review for developments for the Town of Windsor, Mountain View, Monte Sereno, San Leandro, and many other agencies in the area. He also performs development review for the City of Rohnert Park as part of an on-call development and map review contract.

Education/Training
Bachelor of Science, Industrial Technology Construction Option with Architectural Emphasis
California State University

Professional Civil Engineer
State of California | C57601

Professional Land Surveyor
State of California | L7994

Select Relevant Project Experience:

City of Marina
Development and Map Review, Project Manager

Mr. Rubcic serves as CSG's Project Manager overseeing the review of multiple developments within the City. Notable projects include but are not limited to: Sea Haven/Marina Heights Development- 240-acre site will include over 1,000 new townhouse and single-family residential units, and will include 35 acres of parks, greenbelts, and open space. The Dunes Residential Development- multiple phased of development. His responsibilities have included the review of Final Maps and the associated improvement plans for each phase. He has also performed several Tentative Map conformance reviews and a Tentative Map amendment review. Marina Station- 246.2 Acres consisting of 1360 residential units, commercial, industrial, office, parks, trails. He has already preformed a Tentative Map Conformance Review and participates in project meetings with the developer.

City of Gilroy
Project Manager, City Surveyor

Mr. Rubcic currently serves as the CSG Project Manager and the City Surveyor where he has reviewed several Lot Line Adjustments, easements, certificate of compliance proposals and a Project Review for the compliance with existing maps on difficult properties involving a Court Judgment. He is currently reviewing a 67 Lot residential subdivision as part of the Glen Loma master planned Development.



Suzanne Avilla, AICP
Principal Planner

Experience Summary

Ms. Avila is a planning professional with over 30 years of experience in municipal planning.

Select Relevant Project Experience:

Town of Los Altos Hills
CSG Contract Planner
Ms. Avila provided project management services to the Town of Los Altos Hills on Pathway Fee Nexus Study, Pathway Map update and Green Infrastructure Plan.

Town of Colma
CSG Contract Planner
Ms. Avila provides planning manager staff augmentation for current and long-range planning initiatives.

Town of Portola Valley
CSG Contract Planner
Ms. Avila is currently providing housing policy and current planning assistance to the Town.

Town of Altos Hills
Planning Director
As Planning Director, Ms. Avila oversaw and managed Planning and Building operations and code enforcement; supervised staff and consultants and prepared performance reviews; reviewed and rendered decisions on projects at Site Development and Fast Track hearings; prepared reports and presentations and attended all Planning Commission and City Council meetings. She also met with residents and design professionals to facilitate application processing and to resolve issues, interfaced with volunteer committee members, prepared ordinance and General Plan element updates, reviewed and processed annexations and development applications, and conducted building permit plan checks.

Experience
30 years

Education/Training
Bachelor of Arts, Environmental Studies
California State University, East Bay | Hayward, CA

Graduate Coursework Environmental Studies/Urban Planning
San Jose State University | San Jose, CA

Affiliations
American Institute of Certified Planners

Suzanne Avila, AICP
Principal Planner

Town of Los Gatos
Senior Planner
Ms. Avila performed current planning functions as the project planner for complex planning applications including planned developments, architecture and site, subdivisions and use permits; hillside development; and historic preservation (CLG Coordinator and staff liaison). She also processed annexations, performed construction management and building plan check, prepared staff reports, and held site analysis meetings with design professionals and residents.
Her advance planning responsibilities included General Plan and Housing Element updates, Tree Protection Ordinance updates, creation and adoption of Commercial Design Guidelines and Hillside Development Standards and Guidelines, establishment of architectural and geotechnical peer review processes, preparation of consultant RFPs and contracts, managing Environmental, Arborist and Architectural consultants, consultant selection, and community workshops for the North 40 Specific Plan.

City of Palo Alto
Contract Planner
For the City of Palo Alto, Ms. Avila was responsible for commercial and industrial projects requiring approval by Architectural Review Board, Zoning Administrator or Planning Commission; environmental review; site visits and field work; building permit plan check; and pre-application meetings with design professionals and business owners.

City of Sunnyvale
Contract Planner
For the City of Sunnyvale, Ms. Avila worked at the One-Stop Permit counter as part of the express plan check team; provided zoning information; reviewed business license and home occupation applications; processed staff level planning and design review applications; updated brochures and informational handouts; served as project planner for commercial and industrial projects; performed environmental review; and worked on annexation of County pockets.

Town of Altos Hills, Associate Planner
Ms. Avila performed site analysis meetings with residents and design professionals; reviewed development, subdivision, variance, conditional development permit and conditional use permit applications; prepared staff reports to Planning Commission and City Council; and attended Site Development, Planning Commission and City Council meetings.



Brian M. Brown, MPA
Principal

Experience Summary

Mr. Brown has over 15 years of experience in the formation and administration of Special Financing Districts in the state of California. Prior to joining Francisco & Associates, Brian was a Director of Public Finance at Harris & Associates and an Associate Director at NBS where he worked with public agencies throughout the State of California in addressing their revenue needs. Brian has successfully developed financial and managerial solutions to help municipalities better manage their special financing districts. He has formed and administered special financing districts formed under a variety of California statutes, including, but not limited to the Mello-Roos Community Facilities Act of 1982, Improvement Act of 1913, Municipal Bond Act of 1915, Landscape and Lighting Act of 1972, and Benefit Assessment District Act of 1982. Mr. Brown is responsible for performing various tasks pertaining to all aspects of the formation and administration of Special Financing Districts. These duties include creating and implementing financing strategies, developing tax and assessment methodologies, audits, the creation and development of budgets, district and project fund closeouts, initial bond disclosure analysis, annual administration services, continuing disclosure services, statutory compliance, preparation of reports, data manipulation, council presentations, community outreach, and management of the databases associated with the special financing districts.

Education/Training

California State University Northridge, Master's in Public Administration (Public Sector Management)

San Diego State University, Business Administration (Finance)

Affiliations

California Society of Municipal Finance Officers (CSMFO)

Municipal Management Association of Southern California (MMASC)

Committee on Assessments, Special Taxes, & Other Financing Facilities (CASTOFF)

Select Relevant Project Experience:

Maintenance Assessment Districts

- City of Brentwood, CA, Landscape and Lighting Districts (60+ separate districts)
- City of Brentwood, CA, Citywide Park Assessment District
- Carmel Valley Recreation & Park District, CA, Park Maintenance Assessment District
- City of Chula Vista, CA*, Open Space Districts (30+ separate districts and zones)
- City of Campbell, CA, Lighting and Landscaping District LLA-1
- City of Concord, CA, Citywide Street Lighting District
- City of Concord, CA, Landscape and Lighting District No. 3, Pine Hollow, and Downtown
- Cordova Recreation & Park District, Landscape and Lighting/Park
- City of Dublin, CA, Street Light/Landscape and Lighting Districts

Brian Brown, MPA
Principal

- City of Elk Grove, CA*, Street/Street Light Maintenance District No. 1 (2 districts)
- City of Lincoln, CA*, Benefit Assessment District No. 1
- City of Livermore, CA, Landscape and Lighting Districts (90 + separate districts)
- City of Maywood, CA, Street Lighting Assessment District
- City of National City*, CA, Landscape and Lighting District No. 1 (Mile of Cars)
- City of Oakland, CA, Citywide Landscape and Lighting District
- City of Oxnard, CA*, SFD Audits (50+ districts)
- City of Rancho Cordova, CA, Landscape & Lighting/Transit Districts (4 districts)
- City of Solvang, CA, Landscape & Lighting Maintenance District No. 2004-1
- Southgate Recreation & Park District, Landscape and Lighting Districts (multiple districts and zones)

Mello-Roos Community Facilities Act of 1982

- Association of Bay Area Governments*, Windemere CFD No. 2004-2
- City of Brentwood, CA, CFD No. 2, 3, 4 & 5
- City of Campbell, CA, Community Facilities District No. 2
- City of Chula Vista, CA*, Community Facilities Districts (25+ separate districts)
- City of Clayton*, CA, CFD No. 1990-1, 1990-2, 2006-1, and 2007-1
- Cordova Recreation & Park District, Community Facilities Districts (5 districts)
- Contra Costa County, CA, Administration of CFDs
- City of Elk Grove, CA*, CFD No. 2002-1, 2003-1, 2003-2, 2005-1, and 2006-1
- City of Laguna Beach, CA*, Utility Undergrounding CFD Study
- City of Lincoln, CA*, Community Facilities District No. 1998-1 (Lincoln Airpark)
- City of Livermore, CA, Administration and Formation of CFDs
- City of Napa, CA, Community Facilities District No. 2017-1
- City of Oakland, CA, Wood Street and Gateway Industrial CFDs
- City of Rancho Cordova, CA*, Administration and Formation of CFDs
- City of San Ramon, CA, CFD No. 2014-1
- Southgate Recreation & Park District, Community Facilities District Districts (2 CFDs)

Brian Brown, MPA
Principal

Special Tax Districts

- City of Dublin, CA, Emergency Medical Services Special Tax
- City of Lincoln, CA*, Community Facilities District No. 1998-1
- City of Oakland, CA, Special Taxes (7 special taxes)
- City of Rancho Cordova, CA, Police Services Special Tax

1913/1915 Act Assessment Districts

- Association of Bay Area Governments*, Windemere Ranch Assessment District
- City of Anderson, CA, Riverside Avenue East Assessment District
- City of Antioch, CA*, Assessment Districts (4 districts)
- City of Brentwood, CA, Assessment Districts (10 separate districts)
- City of Carlsbad, CA*, Assessment Districts (multiple districts)
- City of Chula Vista, CA*, Assessment Districts (5+ separate districts)
- City of Hercules, CA*, Assessment District No. 2005-1 (John Muir) and (Alfred Nobel)
- City of Lincoln, CA*, Twelve Bridges Assessment District No. 1995-1 (Series 1999-1 and 2001-1) and Foskett Ranch Assessment District No. 2004-2
- City of Merced, CA, Fahrens Park Assessment District
- County of San Diego, CA*, Assessment District No. 4-S
- Hidden Valley Lakes Community Services District, CA*, (multiple districts)
- Lower Lake County Water District, CA*, Assessment District No. 1



Joe Francisco, PE
Principal

Experience Summary

Mr. Francisco founded Francisco and Associates in 2000 and has served as Principal since the company was established. Mr. Francisco is a Registered Civil Engineer in the State of California and will be your Quality Control Engineer responsible for reviewing all aspects of your project. Mr. Francisco has more than thirty-five (35) years of professional Public Financing and Assessment Engineering experience. He has served as Project Manager, Quality Control Engineer, and Technical Advisor for the formation and administration of over 150 Special Financing Districts pursuant to the Landscape & Lighting Act of 1972, 1913 Municipal Improvement Act, Mello-Roos Community Facilities Act of 1982, Fire Suppression District Act, Benefit Assessment Act of 1982, Property and Business Improvement Law of 1994, and Special Fee and Tax Districts. His experience also extends to the State of Nevada, having formed special financing districts under the authority of the Nevada Revised Statues. Mr. Francisco is extremely familiar with all the requirements of forming and administering Landscape & Lighting Assessment Districts. He has prepared numerous benefit spread methodologies, Engineer's Reports, Proposition 218 compliance reviews, conducted Proposition 218 elections, prepared and mailed required legal notices and ballots, etc. Prior to forming Francisco & Associates, Mr. Francisco was the Public Financing Chairman for the City of San Diego, responsible for the formation and administration of all their special financing districts. This position required coordination between the City Attorney, City Auditor, City Engineer, Finance Director, and the City Treasurer along with outside Financial Advisors, Legal Counsels, Bond Underwriters, Developers and Property Owners. After working for the City of San Diego for twelve (12) years, Mr. Francisco joined Willdan Associates (which acquired Muni-Financial, a Financial Services Firm) in Southern California as their Southern California Assessment Engineer. Two (2) years later, he joined Berryman & Henigar's Management & Finance Division and worked with them for over seven (7) years. His last position at Berryman & Henigar was Vice President in charge of the Northern California Management & Finance Division, responsible for the formation and administration of their special financing districts.

Education/Training

San Diego State University, B.S.C.E., Civil Engineering

Professional Engineer, California, No. 40688

Professional Engineer, Nevada, No. 12316

Affiliations

APWA

American Society of Civil Engineers

Municipal Management Assistants of Northern California

Joe Francisco, PE
Principal

Select Relevant Project Experience:

The following includes a partial listing of financing district projects Mr. Francisco has worked on during his career.

Acquisition Audits

- City of Davis, CA, Mace Ranch CFD, Clark County, NV, Various Special Improvement District
- County of Orange, CA, Rancho Santa Margarita CFD Series B
- County of Orange, CA, Rancho Santa Margarita CFD Series E

Assessment Districts Confirmed per Article XIIID of the California State Constitution (Proposition 218)

- Ambrose Recreation and Park District, CA, Districtwide Landscape Maint. Dist.
- City of Antioch, CA, Street Lighting and Landscape Maintenance Districts
- City of Brentwood, CA, Brentwood Landscape and Lighting Districts (60+ Dist.)
- City of Clovis, CA, Landscape Maintenance District No. 1
- City of Concord, CA, Citywide Street Lighting District
- City of Concord, CA, Downtown Landscape Maintenance District
- City of Concord, CA, Pine Hollow Landscape Maintenance District,
- Contra Costa County, CA, Landscape and Lighting District No. (LL-2),
- Town of Danville, CA, Citywide Street Lighting Maintenance District No. 1983-1
- City of Encinitas, CA, Landscape Maintenance District No. 1
- Fairfield-Suisun Sewer District, CA, Sewer Service Charge
- City of Hayward, CA, Maintenance District No. 1 & 2
- City of Hayward, CA, Landscape Maintenance District
- City of Livermore, CA, Downtown Maintenance District
- City of Novato, CA, Eucalyptus Avenue Assessment District
- City of Oakland, CA, Wildfire Prevention Assessment District
- City of Rohnert Park, CA, Citywide Fire Suppression District, -Santa Clara County, CA, County Lighting Service Area Assessment District
- City of Solvang, CA, Solvang Mesa Landscape & Lighting District No. 2004-1
- City of Sunnyvale, CA, Downtown Parking Assessment District
- City of Sunnyvale, CA, Conway Road Assessment District

Benefit Assessment Act of 1982

- City of Rancho Cucamonga, CA, Benefit Assessment District 90-1
- City of Vista, CA, Street Maintenance District
- City of Clovis, CA, Benefit Assessment District No. 95-1
- City of Lincoln, CA, Benefit Assessment District No. 1

Joe Francisco, PE
Principal

Cost Reimbursement Districts

- City of San Diego, CA, International Business Center Cost Reimb. District
- City of San Diego, CA, Mesa Shopping Center Cost Reimbursement District

Fee Districts

- City of Brentwood, CA, Sewer Standby Charge
- City of Brentwood, CA, Water Standby Charge
- City of Concord, CA, Sewer Service Charge
- Fairfield-Suisun Sewer District, CA, Sewer Service Charge
- City of Livermore, CA, Sewer Service Charge
- City of Norwalk, CA, Sewer Service Charge
- City of Oakland, CA, Sewer Service Charge

Fire Suppression Districts

- City of Oakland, CA, Wildfire Prevention Assessment District
- City of Rohnert Park, CA, Citywide Fire Suppression District

Geological Hazard Abatement Districts

- Canyon Lakes Geological Hazard Abatement District
- Hillcrest Heights Geological Hazard Abatement District
- Leona Quarry Geological Hazard Abatement District
- Oakland Area Geological Hazard Abatement District
- SW Pittsburg Geological Hazard Abatement District
- Weidemann Ranch Geological Hazard Abatement District
- Wendt Ranch Geological Hazard Abatement District

Maintenance Assessment Districts

- City of Alhambra, CA, Citywide Lighting and Landscape Maintenance District
- Ambrose Recreation and Park District, CA, Landscape Maintenance District
- City of Antioch, CA, Street Lighting and Landscape Maintenance Districts
- Arden Manor Recreation and Park District, CA, Districtwide Landscape Maintenance District
- City of Brentwood, CA, Landscape and Lighting Districts (60+ districts)
- City of Brentwood, CA, Citywide Park Assessment District, -City of Clovis, CA, Landscape Maintenance District No. 1
- City of Concord, CA, Citywide Street Lighting District
- City of Concord, CA, Downtown Landscape Maintenance District
- City of Concord, CA, Landscape and Lighting District No. 3

Joe Francisco, PE
Principal

- City of Concord, CA, Pine Hollow Estates Landscape and Lighting District
- Contra Costa County, CA, Landscape and Lighting District No. (LL-2)
- Town of Danville, CA, Street Lighting Maintenance District No. 1983-1
- East Bay Regional Park District, CA, Districtwide Landscape Maint. District
- City of Oakley, CA, Street Lighting and Landscape Assessment District No. 1
- Ortega Trails Recreation and Park District, CA, Wildomar Assessment District No. 68-4632 & No. 68-4633
- City of Sacramento, CA, Additional Library Services No. 96-2
- Santa Clara Open Space Authority, CA, Open Space Assessment District
- Santa Clara County, CA, County Lighting Service Area
- City of Santa Fe Springs, CA, Citywide Lighting and Landscape Maint. District
- City of Seal Beach, CA, Citywide Lighting and Landscape Maintenance District
- City of Solvang, CA, Solvang Mesa Landscape Maintenance District
- City of Sunnyvale, CA, Downtown Parking Assessment District
- City of Vista, CA, La Mirada Canyon Landscape Maintenance District
- City of Vista, CA, Special Lighting Assessment District No. 1

Mello-Roos Community Facilities Act of 1982

- City of Brentwood, CA, CFD No. 2, 3, 4 & 5
- City of Campbell, CA, CFD No. 2
- City of Clayton, CA, CFD No. 1
- Contra Costa County, CA, CFD Nos. 2006-1, 2008-1 and 2010-1
- Cordova Recreation & Park District, CA, CFD Nos. 01-1, 04-1, 14-1, 16-1, 16-2
- Town of Danville, CA, CFD No. 97-1
- City of Davis, CA, Mace Ranch CFD ,-
- City of Desert Hot Springs, CA, Public Safety CFD 93-1
- City of Hercules, CA, CFD No. 2017-1
- City of Huntington Beach, CA, Ellis-Goldenwest CFD 1990-1
- City of Lincoln, CA, CFD Nos. 2004-1, 2004-1, 2016-1
- City of Livermore, CA, CFD Nos. 2012-1, 2015-1, 2016-1
- City of Napa, CA, CFD No. 2017-1
- City of Oakland, CA, Rockridge CFD
- City of Oakley, CA, CFD Nos. 1 (Cyprus Grove), 2005-1, and 2015-2, -County of Orange, CA, CFD 87-5B, Rancho Santa Margarita
- County of Orange, CA, CFD 87-5E, Rancho Santa Margarita

Joe Francisco, PE
Principle

- City of San Diego, CA, Miramar Ranch North CFD 90-1
- City of San Jose, CA, North Coyote Valley CFD No. 5
- City of San Jose, CA, Great Oaks – Route 85 CFD No. 6
- City of San Ramon, CA, CFD No. 2014-1
- City of Sunnyvale, CA, CFD No. 1 and 3
- City of Victorville, CA, Western Addition CFD 90-1
- City of Vista, CA, Hacienda Drive and Buena Vista Creek CFD 90-2
- City of Vista, CA, North County Square CFD 92-1

Mosquito and Vector Abatement Districts

- Contra Costa County Mosquito and Vector Control Assessment District, CA
- Santa Clara County Mosquito and Vector Control Assessment District, CA
- Shasta County Mosquito and Vector Control Assessment District, CA

Municipal Improvement Act of 1913

- City of Anderson, CA, Riverside Avenue East Assessment District
- City of Brentwood, CA, Assessment Districts (11 separate districts)
- City of Chula Vista, CA, Assessment Districts (10 separate districts)
- City of Desert Hot Springs, CA, Arroyo Vista Assessment District No. 92-1
- City of Desert Hot Springs, CA, Arroyo Vista Assessment District No. 93-2
- City of Desert Hot Springs, CA, Two Bunch Palms Trail Assessment District 91-1
- City of Lake Elsinore, CA, Assessment Districts 86-1, 90-1 and 93-1,
- City of Long Beach, CA, Downtown Transportation Assessment District, City of Newark, CA, AD Nos. 26, 30, 31, 32, 33, and 34, - City of Merced, CA, 16th Street Assessment District
- City of Merced, CA, Liberty Park and Fahrens Assessment Districts
- City of Merced, CA, North Merced Sewer Improvement District
- City of Newark, CA, Assessment Districts (8 separate districts)
- City of Novato, CA, Eucalyptus Avenue Assessment District
- County of Orange, CA, Irvine Coast Assessment District No. 88-1
- City of San Clemente, CA, Lane Forester Ranch No. 98-1
- City of San Clemente, CA, Undergrounding Utility District
- City of San Diego, CA, International Business Center Assessment District
- City of San Diego, CA, Mission Valley Heights Assessment District
- City of San Diego, CA, Black Mountain Road Assessment District
- City of Sunnyvale, CA, Conway Road Assessment District

Joe Francisco, PE
Principle

- San Joaquin Area Flood Control Agency, CA, Flood Protection Restoration Assessment District No. 96-1
- City of Vista, CA, Huff and Date Street Assessment District No. 86-2
- City of Vista, CA, Oceanside Blvd., and Melrose Drive Improvement District No. 80-2R
- City of Vista, CA, Raceway Basin Assessment District No. 86-1
- City of Vista, CA, Sycamore Industrial Park Assessment District No. 81-2R

Special Tax Districts

- Acalanes Unified High School District, CA, School Parcel Tax
- Hayward Area Recreation and Park District, CA, Park Special Tax, Knightsen Town Community Services District, CA, Flood Control Special Tax
- City of Livermore, CA, Livermore Emergency Medical Services Tax
- City of Livermore, CA, Storm Water Tax
- Livermore Area Recreation & Park District, CA, Livermore Special Tax District 97-1
- Livermore Joint Unified School District, CA, School Parcel Tax
- City of Newark, CA, Citywide Emergency Medical Services Tax
- Novato Unified School District, CA, School Parcel Tax
- City of Oakland, CA, Citywide Library Tax
- City of Oakland, CA, Oakland Emergency Medical Services Tax
- City of Oakland, CA, Oakland Paramedic Services Tax
- City of San Jose, CA, Citywide Library Services Tax
- San Ramon Valley Unified School District, CA, School Parcel Tax



Eduardo Espinoza, PE
Principal-in-Charge/Assessment Engineer

Education/Training
University of Florida,
B.S.C.E., Civil Engineering
Graduated 2007

Affiliations
American Society of Civil Engineers

American Public Works Association

Municipal Management Assistants of Northern California

Committee on Assessments, Special Taxes, & Other Financing Facilities (CASTOFF)

Experience Summary
Prior to joining Francisco & Associates, Eduardo was a Project Engineer for Kimley-Horn and Associates, Inc. and worked on public and private sector projects including the preparation and analysis associated with due diligence reports for commercial and residential development, Flood Control and Water Quality Improvements, Roadway Improvements, Watershed Management Plans, and Environmental Impact Studies. Eduardo was responsible for civil improvements design including plan preparation and was a point of contact with clients and contractors. Eduardo also has extensive experience in the use of GIS and its various applications. This experience includes shapefile and geodatabase creation and manipulation for all aspects of mapping and layer management. At Francisco and Associates, Eduardo has served as Project Manager and Quality Control Engineer for the formation and administration of over 100 Special Financing Districts pursuant to the 1913 Municipal Improvement Act, Landscape & Lighting Act of 1972, Mello-Roos Community Facilities Act of 1982, Benefit Assessment Act of 1982, and Special Fee and Tax Districts. Eduardo is responsible for performing various tasks pertaining to all aspects of the formation and administration of Public Finance Districts. These duties include implementing and creating benefit assessment methodologies, preparation of Engineer's Reports, Council and Board presentations, community outreach meetings, design of factual informational brochures, GIS mapping and data manipulation, and creation and administration of the databases associated with the assessments and special taxes. Mr. Espinoza is extremely familiar with the requirements pertaining to the formation and administration of the various Financing Districts used throughout California. He has served as Quality Control Engineer and Project Manager responsible for the preparation of Engineer's Reports, Proposition 218 Compliance, Special Tax Formulas, Continuing Disclosure Reports, CDIAC Reports, R&T 163 Reports, Assessment District Segregations, Delinquency Administration, GIS Maps, Assessment Diagrams, etc.

Select Relevant Project Experience:

Assessment Districts Confirmed per Article XIIID of the California State Constitution (Proposition 218)

- City of Brentwood, CA, Brentwood Landscape and Lighting Districts (60+ Dist.)
- City of Clovis, CA, Landscape Maintenance District No. 1

Eduardo Espinoza, PE
Principal-in-Charge/Assessment Engineer

- City of Concord, CA, Citywide Street Lighting District
- City of Concord, CA, Downtown Landscape Maintenance District
- City of Concord, CA, Pine Hollow Landscape Maintenance District
- Town of Danville, CA, Citywide Street Lighting Maintenance District No. 1983-1
- City of Hayward, CA, Maintenance District No. 1 & 2
- City of Hayward, CA, Landscape Maintenance District
- Santa Clara County, CA, County Lighting Service Area Assessment District
- City of Solvang, CA, Solvang Mesa Landscape & Lighting District No. 2004-1
- City of Sunnyvale, CA, Downtown Parking Assessment District
- City of Sunnyvale, CA, Conway Road Assessment District

Benefit Assessment Act of 1982

- City of Clovis, CA, Benefit Assessment District No. 95-1
- City of Lincoln, CA, Benefit Assessment District No. 1

Fee Districts

- City of Brentwood, CA, Sewer Standby Charge
- City of Brentwood, CA, Water Standby Charge
- City of Concord, CA, Sewer Service Charge
- City of Livermore, CA, Sewer Service Charge
- City of Norwalk, CA, Sewer Service Charge

Geological Hazard Abatement Districts

- Canyon Lakes Geological Hazard Abatement District
- Hillcrest Heights Geological Hazard Abatement District
- Leona Quarry Geological Hazard Abatement District
- Oakland Area Geological Hazard Abatement District
- SW Pittsburg Geological Hazard Abatement District
- Weidemann Ranch Geological Hazard Abatement District
- Wendt Ranch Geological Hazard Abatement District

Maintenance Assessment Districts

- City of Brentwood, CA, Landscape and Lighting Districts (60+ districts)
- City of Brentwood, CA, Citywide Park Assessment District
- City of Clovis, CA, Landscape Maintenance District No. 1
- City of Concord, CA, Citywide Street Lighting District
- City of Concord, CA, Downtown Landscape Maintenance District
- City of Concord, CA, Landscape and Lighting District No. 3
- City of Concord, CA, Pine Hollow Estates Landscape and Lighting District

Eduardo Espinoza, PE
Principal-in-Charge/Assessment Engineer

- Town of Danville, CA, Street Lighting Maintenance District No. 1983-1
- City of Hercules, Landscape and Lighting Assessment Districts (5 districts)

Mello-Roos Community Facilities Act of 1982

- City of Brentwood, CA, CFD No. 2, 3, 4 & 5
- City of Campbell, CA, CFD No. 2
- Contra Costa County, CA, CFD Nos. 2006-1, 2008-1 and 2010-1
- Cordova Recreation & Park District, CA, CFD Nos. 01-1, 04-1, 14-1, 16-1, 16-2
- City of Hercules, CA, CFD No. 2017-1
- City of Lincoln, CA, CFD Nos. 2004-1, 2004-1, 2018-1, and 2018-2
- City of Napa, CA, CFD No. 2017-1
- City of Oakland, CA, Rockridge CFD
- City of Oakley, CA, CFD Nos. 1 (Cyprus Grove), 2005-1, and 2015-2
- City of San Ramon, CA, CFD No. 2014-1
- City of Sunnyvale, CA, CFD No. 1 and 3

Mosquito and Vector Abatement Districts

- Contra Costa County Mosquito and Vector Control Assessment District, CA

Municipal Improvement Act of 1913

- City of Anderson, CA, Riverside Avenue East Assessment District
- City of Brentwood, CA, Assessment Districts (11 separate districts)
- City of Lake Elsinore, CA, Assessment Districts 86-1, 90-1 and 93-1
- City of Newark, CA, AD Nos. 26, 30, 31, 32, 33, and 34
- City of Merced, CA, 16th Street Assessment District
- City of Merced, CA, Liberty Park Assessment District
- City of Merced, CA, North Merced Sewer Improvement District
- City of Merced, CA, Fahrens Park Assessment District
- City of Newark, CA, Assessment Districts (8 separate districts)

Special Tax Districts

- Alameda County, County Emergency Medical Services Tax
- Hayward Area Recreation and Park District, CA, Park Special Tax
- Knightsen Town Community Services District, CA, Flood Control Special Tax
- City of Livermore, CA, Livermore Emergency Medical Services Tax
- City of Livermore, CA, Storm Water Tax

Eduardo Espinoza, PE
Principal-in-Charge/Assessment Engineer

- Livermore Area Recreation & Park District, CA, Livermore Special Tax District 97-1
- City of Newark, CA, Citywide Emergency Medical Services Tax
- City of Oakland, CA, Citywide Library Tax
- City of Oakland, CA, Oakland Emergency Medical Services Tax
- City of Oakland, CA, Oakland Paramedic Services Tax
- City of Oakley, CA, Polices Services Tax
- City of San Jose, CA, Citywide Library Services Tax

Appendix b – Cost of Services (continued from Section 2h)

Below is AnchorCM's 2022 Fee Schedule (anticipate 3% increase after December 31, 2022):

Principal		
Forensic Engineer/Expert Witness	$	357.00
Principal Consultant	$	326.00
Principal-in-Charge	$	272.00
Engineer/Manager		
Project Principal Engineer/CM	$	239.00
Senior Engineer/CM	$	217.00
Associate Engineer/CM	$	191.00
Staff Engineer/CM Level 4 (PE or equivalent)	$	175.00
Staff Engineer/CM Level 3 (PE or equivalent)	$	162.00
Staff Engineer/CM Level 2 (EIT or equivalent)	$	140.00
Staff Engineer/Deputy CM Level 1	$	115.00
Junior Engineer/Assistant CM	$	110.00
Engineering Technician		
Senior Engineering Technician	$	156.00
Mid Engineering Technician	$	122.00
Engineering Technician	$	98.00
Inspector		
Construction Representative / Senior Inspector	$	165.00
Prevailing Wage Building / Construction Inspector	$	150.00
Prevailing Wage Soils / AC Inspector	$	150.00
Project Administrative Staff		
Senior Contract Administrator	$	156.00
Bookkeeper	$	156.00
Contract Administrator	$	108.00
Contract Administration Assistant	$	74.00

Notes:

1. Field vehicles will be billed at $1,700/month; cell phone and mobile broadband service billed at $90/mo.
2. Other direct costs (ODCs) and subconsultant fees are billed separately at ACM cost plus 10%.
3. Four- and eight-hour minimums apply for cancellations, tasks requiring travel, and legal appearances.
4. Contract project staff will be billed at the contract rate for legal work and appearances, with yearly escalation applied.
5. Inspector rates may vary due to prevailing wage requirements and determinations of the California Department of Industrial Relations and/or the Department of Labor.

AMG Billing Rate Table:

Title	Hourly Billing Rate Range
Associate Engineer	$ 160.00 – 195.00
Communications Marketing Manager	$ 145.00 - 160.00
Engineering Technician	$ 100.00 – 110.00
President	$ 310.00
Principal	$ 230.00 - 280.00
Project Administrator	$ 100.00 – 155.00
Project Controls Manager	$ 190.00 - 240.00
Project Controls Specialist	$ 145.00 – 160.00
Project Coordinator	$ 110.00 – 155.00
Project Manager	$ 155.00 - 210.00
Senior Consultant	$ 250.00 - 285.00
Senior Engineer	$ 150.00 – 160.00
Senior Project Analyst	$ 150.00 - 165.00
Smart Cities Specialist	$ 135.00 - 150.00
Technology Manager	$ 185.00 - 195.00
Transit Planner	$ 145.00 - 165.00
Vice President	$ 230.00 - 280.00

CSG Billing Rate Table:

Professional Engineering Services	2022 Hourly Billing Rate
Engineering Trainee	$ 70.00
Administrative Assistant	$ 80.00
Analyst	$ 135.00
Engineering Designer/CASp Inspection & Consultation	$ 145.00
Construction Inspector	$ 150.00
Senior Analyst	$ 160.00
Assistant Resident Engineer	$ 175.00
Assistant Engineer	$ 150.00
Associate Engineer	$ 180.00
Senior Construction Inspector	$ 165.00
Senior Engineer	$ 205.00
Senior Land Surveyor	$ 205.00
Resident Engineer	$ 210.00
Structure Representative	$ 210 .00
Senior Structural Engineer	$ 225.00
Senior Project Manager	$ 225.00
Principal Engineer	$ 240.00
Senior Principal Engineer	$ 260 .00
Two-Person Survey Crew	$ 340.00
Sustainability Program Management Services	Hourly Rate
Sustainability Program Analyst	$ 140.00
Sustainability Program Senior Analyst	$ 165.00
Sustainability Program Manager	$ 195.00

Escalation: The prices noted above are subject to an increase of 3-5% annual, effective January 1 of each year following the initiation of a services agreement.

Below is BSK's hourly rate sheet for services:

Sustainability Program Management Services	***Hourly Rate***
Principal	$ 260.00
Senior Professional	$ 230.00
Project Professional II	$ 215.00
Project Professional I	$ 180.00
Staff Professional II	$ 160.00
Staff Professional I	$ 145.00
Seismic GIS	$ 200.00
GIS Specialist	$ 145.00
Information Specialist II	$ 160.00
Information Specialist I	$ 145.00
CAD	$ 105.00
Project Administrator	$ 100.00
REIMBURSABLES	
Mileage (Portal to Portal)	$ 0.88
Per Diem (as required)	$ 200.00
Bridge Toll	Cost + 15%
Parking Fees	Cost + 15%
Subconsultant Services	Cost + 15%
Project Administration Fees	7% of Invoice
DIR Administration Fees	3% of Invoice
Project Setup (Project)	$500.00
ANALYSIS SOFTWARE USAGE FEES	
gINT (Project)	$ 59.00
LPile (Project)	$ 59.00
APile (Project)	$ 59.00
SHAFT (Project)	$ 59.00
GROUP (Project)	$ 115.00
Cliq (Project)	$ 59.00
LiquefyPro (Project)	$ 59.00
LiqIT (Project)	$ 50.00
NovoLIQ (Project)	$ 59.00
Slide (Project)	$ 115.00
Settle3D (Project)	$ 115.00
ArcGIS (Project)	$ 59.00
EZ-FRISK (Per Project Site / Site Class)	$ 550.00

TECHNICAL STAFF (North Prevailing Wage)	
Group 1 - Special Inspector	$ 155.00
Group 2 - Special Inspector	$ 149.00
Group 3 - Engineering Technician	$ 135.00

Group 4 - Technician	$ 118.00
Ground Penetrating Radar Scanning Technician	$ 300.00
Core Drilling Technician	$ 220.00
Floor Flatness Testing Technician	$ 200.00
Courier	$ 108.00
Laboratory Technician	$ 120.00
Administrative Assistant / Clerical	$ 90.00
Litigation support	1.5x standard rate
BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES	
Field Work from 0 to 4 hours	Bill 4 hours
Field Work from 4 to 8 hours	Bill 8 hours
Field Work over 8 hours / Saturdays	Bill time and a half
Sundays, holidays and over 12 hours	Bill double time
Second/Special/Multi-Shift	Base Rate x 12.5%
Show-up time (no work performed)	Bill 2 hours
Sampling or cylinder pickup, minimum charge	Bill 2 hours
EQUIPMENT	
Nuclear Gauge (Day)	$ 64.00
Ultrasonic Weld Equipment (Day)	$ 64.00
Torque Wrench (Day)	$ 64.00
Proof Load Equipment (Day)	$ 64.00
Rebar Locator / Pachometer	$ 116.00
Hand Auger (Day)	$ 232.00
Water Meter (Day)	$ 59.00
Drilling Kit - Paint, stakes and lath - (Project)	$ 30.00
Drilling Supplies - Reuse of tubes/caps (Project)	$ 290.00
Manometer (Day)	$ 224.00
Double Ring Infiltrometer (Day)	$ 579.00
DIR/PREVAILING WAGE ADMINISTRATION FEES (MONTHLY)	
Certified Payroll / DIR Upload	$ 300.00
Non-Performance Certified Payroll / DIR Upload	$ 100.00
Subcontractor Management / Compliance Forms	$ 100.00
Additional LCP Tracker or Other Compliance Software	$ 200.00
Additional Special Forms, as required	$ 150.00

SOILS	
Moisture Density Curves	
Standard Proctor, 4" (ASTM/AASHTO)	$ 269.00
Modified Proctor, 4" Mold (ASTM/AASHTO)	$ 269.00
Modified Proctor, 6" mold (ASTM D1557)	$ 286.00

Caltrans Maximum Wet Density (CT 216)	$	245.00
Check Point	$	155.00

Particle Size Analysis		
Sieve Analysis w/ Wash (ASTM D422)	$	195.00
Minus #200 Wash, Soil (ASTM D1140)	$	95.00
Hydrometer Analysis (ASTM D422)	$	256.00
Double Hydrometer (ASTM D4221)	$	357.00
Specific Gravity of Soil (ASTM D854)	$	183.00
Visual Classification (ASTM D2488)	$	49.00
Sand Equivalent (ASTM D2419)	$	144.00
% Organics in Soil (ASTM D2974)	$	156.00

Atterberg Limits / Swell Tests		
Plasticity Index (ASTM D4318)	$	250.00
Shrinkage Limits of Soils (ASTM D427)	$	233.00

Moisture Density Test		
Tube Density	$	57.00
Moisture Content of Soils (ASTM D2216)	$	49.00

"R" Value Determination		
R-Value of Soils (CT 301)	$	454.00
R-Value of Treated Materials (CT 301))	$	502.00

Consolidation Tests		
Consolidation (ASTM D2435)	$	478.00
Consolidation, Extra Points (ASTM D2435)	$	64.00
Collapse Potential of Soils (ASTM D2435)	$	233.00
Remolded Consolidation (ASTM D2435)	$	405.00
One-Dimen Swell of Soil (ASTM D4546)	$	149.00

California Bearing Ratio (CBR)		
CBR at 100% (ASTM D1883 or AASHTO T-180)	$	585.00
CBR at 95% (ASTM D1883 or AASHTO T-180)	$	1,133.00

Permeability Tests		
Rigid Wall Permeability (ASTM D2434)	$	322.00
Flexible Wall Permeability (ASTM D5084)	$	502.00
Remolded Flexwall Perm (ASTM D5084)	$	638.00

Soil Corrosivity Tests		
Minimum Resistivity of Soils (CT 643)	$	161.00
pH	$	75.00
Soluble Sulfate, Chloride and Sulfide	$	149.00

Soil Cement Tests		
Freeze Thaw Abrasion (ASTM D560)	$	715.00
Wetting-Drying Abrasion (ASTM D559)	$	679.00
Preparation of Freeze-Thaw or Wetting-Drying Tests	$	859.00
Soil Cement Compression (ASTM D1633)	$	275.00

Other		
Sand Density Calibration (ASTM D1566)	$	107.00

Unconfined Compression		
Unconfined Compression (ASTM D2166)	$	144.00

Shear Tests		
Direct Shear, Undisturbed (ASTM D3080)	$	250.00
Direct Shear, Remolded (ASTM D3080)	$	299.00
Triaxial Compression Testing		QUOTE

AGGREGATES		
Sieve Analysis Coarse or Fine (ASTM C136)	$	95.00
Sieve Analysis w/ Fineness Modulus	$	102.00
Minus 200 Wash, Aggregates (ASTM C117)	$	95.00
Specific Gravity/Absorption (ASTM C127)	$	183.00
Specific Gravity/Absorption (ASTM C128)	$	183.00
Organic Impurities (ASTM C40)	$	95.00
% Lumps/Friable Particles (ASTM C142)	$	92.00
% Flat and Elongated (ASTM D4791)	$	144.00
Fine Aggregate Angularity (AASHTO 304)	$	92.00
Moisture Content (ASTM D2216)	$	49.00
Aggregate Wt., pcf Compacted (ASTM C29)	$	101.00
Aggregate Wt., pcf Loose (ASTM C29)	$	75.00
Abrasion by LA Rattler, Small Size (ASTM C131)	$	269.00
Abrasion by LA Rattler, Large Size (ASTM C131)	$	327.00
Sodium Sulfate Soundness, Per Sieve (ASTM C88)	$	125.00
Sodium Sulfate Soundness, Min. Charge (ASTM C88)	$	399.00
Sand Equivalent (ASTM D2419 OR CT 217-I)	$	144.00
Durability Index (CT 229)	$	286.00
Potential Reactivity of Aggregates		QUOTE
Cleanness Value of Aggregate (CT 227)	$	206.00
Hydrometer (ASTM D422 OR CT 205-E)	$	256.00
% Crushed particles (CT 205)	$	189.00
Lightweight Pieces (ASTM 123)	$	250.00

HOT MIX ASPHALT		
JMF Mix Design, HVEEM	$	3,542.00

JMF Mix Design, Marshall	$ 4,197.00
JMF Mix Design, Superpave / Caltrans	$ 10,226.00
JMF Verification - HMA - Superpave / Caltrans	$ 5,926.00
JMF Production Startup - Superpave / Caltrans	$ 5,513.00
RAP Material Testing - Additional Fee	$ 717.00
Rubberized RHMA Material - Additional Fee	$ 1,654.00
Hamburg Wheel Track (AASHTO T324)	$ 3,005.00
Gyratory Compaction (AASHTO T312)	$ 382.00
AC Content by Centrifuge (ASTM D2172)	$ 328.00
AC Content-Ignition (ASTM D6307 / CT382 / AASHTO T308)	$ 256.00
Superpave Ignition Oven Correction (AASHTO T308)	$ 595.00
Moisture Content of Asphalt (CT 370)	$ 75.00
Gradation/Extraction Aggregate (ASTM D5444)	$ 155.00
Film Stripping	$ 102.00
Compaction/Preparation of HMA Briquette (CT 304)	$ 250.00
Stabilometer Value (CT 366 / AASHTO T246)	$ 201.00
AC Core Specific Gravity (ASTM D2726)	$ 64.00
AC Core Specific Gravity - Paraffin Coated (AASHTO T275)	$ 167.00
AC Max Density Rice Method (ASTM D2041)	$ 286.00
CIR/FDR Compressive Strength Testing (pre-compacted specimen, includes conditioning) – CTM 371	$ 275.00
Tensile Strength Ratio (AASHTO T283)	$ 1,253.00
Moisture Vapor Susceptibility (CT 307)	$ 233.00
AC Surface Abrasion (CT 360)	$ 572.00
Index Retained Strength (ASTM D1074-D1075)	$ 512.00
AC Hveem Maximum Density (CT 375)	$ 512.00
Marshall Stability and Flow (ASTM D6927)	$ 286.00
Calculated AC Maximum Density (CT 367)	$ 113.00
Marshall Maximum Density, 50 Blows (ASTM D6926)	$ 333.00
Examination of AC Cores	$ 39.00
Thickness Determination of AC Cores	$ 25.00
AC Tensile-Strength Premixed ASTM D4867	$ 740.00
AC Tensile-Strength Lab Mixed ASTM D4867	$ 1,253.00
CONCRETE	
Cement Content Concrete (ASTM C1084)	$ 431.00
Chemical Test (ASTM C150)	QUOTE
Set Times Cement-Vicat Needle (ASTM C191)	$ 357.00
Specific Gravity of Hydraulic Cement (ASTM C191)	$ 172.00
Lineal Shrinkage Set of 3 (ASTM C157)	$ 454.00
Compression Test of Concrete - 1 (ASTM C39)	$ 39.00
Compression Test of Concrete - 4 (ASTM C39)	$ 155.00
Compression Test of Core (ASTM C42)	$ 69.00
Preparation of Specimens, Sawing	$ 78.00
Compressive Strength of Shotcrete Panel	$ 364.00
Proportion of Cement in Concrete (ASTM C85)	$ 399.00
Flexural Test Per Beam (ASTM C78)	$ 102.00
Splitting Tensile Strength of Concrete (ASTM C496)	$ 102.00

Unit Weight Lt Wt Concrete (ASTM C567)	$ 64.00
"AZ" Test-Reinforced Concrete Pipe "Life Factor"	$ 89.00
9 Pt Core Measurements, Each (ASTM C174)	$ 39.00
Concrete Trial Batches	QUOTE
Unit Weight & Abs Concrete (ASTM D642)	$ 144.00
Accelerated Curing of Concrete (ASTM C684)	$ 286.00
Cylinder Molds (each)	$ 8.00
Storage of Concrete Cylinders for more than 45 Days	$ 66.00
RH Probe	$ 66.00
Calcium Chloride Kit	$ 44.00
Mixing Water (pH, elec. conductance, chloride, sulfate)	$ 113.00
Contact Soil (pH, elec. conductance, chloride, sulfate)	$ 136.00

MASONRY	
Concrete Masonry Units Testing (ASTM C90)	
Compression Test Pavers, Single	$ 88.00
Compression Test Composit CMU Prism	$ 189.00
Specific Gravity and Unit Weight	$ 131.00
Moisture Content	$ 61.00
Compression Test, Masonry Units (ASTM C140)	$ 119.00
Absorption / Moisture Content (ASTM C140)	$ 119.00
Linear Shrinkage (ASTM C426)	$ 460.00
Masonry Core Shear Test (Title 24)	$ 214.00
Masonry Core Compression/Shear Test (Title 24)	$ 214.00
Compression Test Brick, Each (ASTM C67)	$ 85.00
Absorption/ Unit Wt. of Brick (ASTM C67)	$ 89.00
Compression Test Grout (Set of 3 or 4)	$ 137.00
Compression Test Mortar (Set of 3 or 4)	$ 125.00

WELDING AND STRUCTURAL STEEL	
Welder Qualification Testing	
Welder / Procedure Welder Qualification Testing	QUOTE
Face Bend of Steel	$ 69.00
Root Bend of Weld Coupon	$ 69.00
Side Bend of Weld Coupon	$ 69.00
Tensile Test of Steel Coupon	$ 95.00
Bend Test of Steel Coupon	$ 82.00
Machining Charges (Per Coupon)	QUOTE
Brinell Hardness of Steel (ASTM E10)	$ 113.00
Rockwell Hardness of Steel (ASTM E18)	$ 113.00
Bolt Ultimate Load	$ 151.00
Bolt Hardness (set of 3)	$ 113.00
Nut Hardness (set of 3)	$ 113.00
Washer Hardness (set of 3)	$ 113.00
Proof Loading, bolt or nut	$ 161.00

REINFORCING STEEL	
Tensile & Bend of Rebar, #3 - #8	$ 169.00
Tensile & Bend of Rebar, #9 - #11	$ 169.00
Bend Test of Rebar	$ 69.00
Slip and Tensile Rebar Couplers (CT 670)	$ 246.00

Tension Test of Welded Wire Fabric		QUOTE
Bend Test of Welded Wire Fabric		QUOTE
Weld Shear Test, Welded Wire Fabric		QUOTE
PT Cable Tensile and Elongation (ASTM A416 or A421)	$	310.00
PT Cable Preparation		QUOTE

FIREPROOFING		
Cohesion/Adhesion Fireproofing Materials	$	144.00
Dry Density Fireproofing (ASTM E605)	$	108.00

AMG ADDITIONAL BILLING RATES

Please find below the current billing rates for all project personnel of Francisco & Associates, Inc. Additional services including Community Facilities District (CFD) formations and annexations will be billed on a time and materials basis (T&M) at the hourly rates below unless a lump sum fee is agreed to by both parties.

Title	Hourly Billing Rate Range
Principal	$ 190.00
Project Manager	$ 175.00
Project Engineer	$ 130.00
Senior Financial Analyst	$ 130.00
Financial Analyst	$ 110.00
Project Analyst	$ 110.00
GIS Analyst	$ 110.00
Clerical	$ 75.00



ANCHORCM

A California Public Works Construction Representative

3685 Mt. Diablo Blvd, Suite 345
Lafayette, CA 94549
(925) 890-9732
LTheis@anchorcm.com
www.anchorcm.com