



LEMOORE CITY COUNCIL
COUNCIL CHAMBER
429 C STREET
February 19, 2019

AMENDED AGENDA

Changes are italicized.

Please silence all electronic devices as a courtesy to those in attendance. Thank you.

PUBLIC COMMENT

This time is reserved for members of the audience to address the City Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. It is recommended that speakers limit their comments to 3 minutes each and it is requested that no comments be made during this period on items on the Agenda. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Prior to addressing the Council, any handouts for Council will be provided to the City Clerk for distribution to the Council and appropriate staff.

5:30 pm STUDY SESSION

- ~~SS-1 South Fork Kings Groundwater Sustainable Act Update (Olson) Item will be rescheduled~~
SS-2 Kings County Office of Education (KCOE) Fiber Optic Project (Speer)
SS-3 Lemoore Police Department Annual Report (Smith)

CLOSED SESSION

This item has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9(d)(4). The Mayor will provide an oral report regarding the Closed Session at the beginning of the next regular City Council meeting.

1. *C Conference with Legal Counsel – Anticipated Litigation*
Government Code Section 54956.9
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9
Four Cases
2. Conference with Legal Counsel – Anticipated Litigation
Government Code Section 54956.9
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9
One Case
3. Public Employee Performance Evaluation
City Manager
4. Conference with Legal Counsel – Existing Litigation
Government code Section 54956.9(d)(1)
City of Lemoore v. Holly Andrade Blair
Case No. 19C-0043

In the event that all the items on the closed session agenda have not been deliberated in the time provided, the City Council may continue the closed session at the end of the regularly scheduled Council Meeting.

7:30 pm REGULAR SESSION

- a. CALL TO ORDER
- b. PLEDGE OF ALLEGIANCE
- c. INVOCATION
- d. AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

PUBLIC COMMENT

This time is reserved for members of the audience to address the City Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. It is recommended that speakers limit their comments to 3 minutes each and it is requested that no comments be made during this period on items on the Agenda. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Prior to addressing the Council, any handouts for Council will be provided to the City Clerk for distribution to the Council and appropriate staff.

CEREMONIAL / PRESENTATION – Section 1

No Ceremonial / Presentations

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

2-1 Department & City Manager Reports

CONSENT CALENDAR – Section 3

Items considered routine in nature are placed on the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Council member or member of the public requests individual consideration.

3-1 Approval – Minutes – Regular Meeting – February 5, 2019

PUBLIC HEARINGS – Section 4

Report, discussion and/or other Council action will be taken.

- 4-1 General Plan Amendment No. 2018-03: A proposal to remove the future alignment of Cedar Lane as a Collector street from the Circulation Element of the Lemoore General Plan between Vine Street and Lemoore Avenue. CEQA Determination: covered by 2008 General Plan Environmental Impact Report - Resolution 2019-07 (Brandt)

NEW BUSINESS – Section 5

Report, discussion and/or other Council action will be taken.

- 5-1 Report and Recommendation – Kings County Office of Education Fiber Optic Cable Installation Contract (Speer)
- 5-2 Report and Recommendation – Adopting Chapter 10 Consultant Selection of the Local Assistance Procedures Manual as the Process to be Followed by the City when Acquiring Architectural and Engineering Consultant Services Related to Federal and State Funded Transportation Projects – Resolution 2019-08 (Rivera)
- 5-3 Report and Recommendation – Abatement of Public Nuisances and Setting a Public Hearing – Resolution 2019-09 (Rivera)

CITY COUNCIL REPORTS AND REQUESTS – Section 6

- 6-1 City Council Reports / Requests

ADJOURNMENT

Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, March 5, 2019
- City Council Regular Meeting, Tuesday, March 19, 2019

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting at the City Hall, 119 Fox St., Written communications from the public for the agenda must be received by the City Clerk's Office no less than seven (7) days prior to the meeting date. The City of Lemoore complies with the Americans with Disabilities Act (ADA of 1990). The Council Chamber is accessible to the physically disabled. Should you need special assistance, please call (559) 924-6705, at least 4 business days prior to the meeting.

PUBLIC NOTIFICATION

I, Marisa Avalos, Deputy City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above City Council Amended Agenda for the meeting of February 19, 2019 at City Hall, 119 Fox Street, Lemoore, CA on February 15, 2019.

 //s//
Marisa Avalos, Deputy City Clerk



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Staff Report

Item No: SS-2

To: Lemoore City Council

From: Michelle Speer, Assistant City Manager

Date: February 12, 2019

Meeting Date: February 19, 2019

Subject: Kings County Office of Education (KCOE) Fiber Optic Project

Strategic Initiative:

- | | |
|---|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input checked="" type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Information Only.

Subject/Discussion:

Ed Bonham, Chief Technology Officer with Kings County Office of Education, will be present to provide information on their fiber optic project. The City of Lemoore has been in discussion with KCOE since 2016 regarding their project, which will require construction within our city limits.

Financial Consideration(s):

N/A

Alternatives or Pros/Cons:

N/A

Commission/Board Recommendation:

N/A

Staff Recommendation:

"In God We Trust"

Information Only.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
List:

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager

Date:

- 02/12/19
- 02/12/19
- 02/13/19
- 02/13/19



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Staff Report

Item No: SS-3

To: Lemoore City Council

From: Darrell Smith, Chief of Police

Date: February 11, 2019

Meeting Date: February 19, 2019

Subject: Lemoore Police Department Annual Report

Strategic Initiative:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Information only.

Subject/Discussion:

This agenda item is for the Lemoore Police Department to present the 2018 Annual Report. The purpose of the Annual Report is to highlight the Department's significant achievements in serving the community and to present crime statistics and information to keep community members informed and involved. The active partnership of the residents and businesses is critical to the Department's mission and to the safety of our community. By sharing this information, staff hopes to strengthen these partnerships and identify ways to continually improve service.

The Lemoore Police Department's Mission Statement is:

The Men and Women of the Lemoore Police Department are dedicated to preserving the peace of our City through proactive problem solving and community partnerships.

Financial Consideration(s):

Not Applicable.

"In God We Trust"

Alternatives or Pros/Cons:

Pros:

- Provides an opportunity for the City Council and community to receive an update from the Police Department.

Cons:

- None noted.

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Information Only.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manger

Date:

- 02/12/19
- 02/12/19
- 02/13/19
- 02/13/19

**February 5, 2019 Minutes
Study Session
City Council Regular Meeting**

CALL TO ORDER:

At 5:31 p.m., the meeting was called to order.

ROLL CALL: Mayor: NEAL
Mayor Pro Tem: BILLINGSLEY
Council Members: BLAIR, BROWN, LYONS

City Staff and contract employees present: City Manager Olson; Assistant City Manager Speer; City Attorney Van Bindsbergen; Public Works Director Rivera; Community Development Director Holwell; Parks and Recreation Director Glick; Police Chief Smith; Management Analyst Beyersdorf; Deputy City Clerk Avalos.

PUBLIC COMMENT

There was no Public Comment.

5:30 pm STUDY SESSION

SS-1 Carollo Water Update on Progress of Water and Wastewater Master Plans

Management Analyst Beyersdorf introduced Eric Casares of Carollo. Casares presented a PowerPoint on the update of the Water and Wastewater plans.

The presentation included the following:

- **Goals and Objectives**
 - *Determine the necessary capital and maintenance improvements for the water and sewer systems.*
 - *Evaluate discharge alternatives for the wastewater treatment plant effluent.*
 - *Determine potential recycled water demands*
 - *Evaluate treatment alternatives for a new wastewater treatment plant.*
 - *Review the results of the master planning effort*
 - *Water*
 - *Collection System*
 - *Wastewater Treatment*
 - *Review the prioritized capital improvement plan*
- **Results**
 - **Water Master Plan**
 - *Work consistent with other planning efforts*
 - *Worked with staff to identify specific growth areas*
 - *A range of future water demands for the City was determined*
 - *Water model used to evaluate system under different scenarios*
 - *Planned projects were included in the existing system evaluation*
 - *Improvements through 2040 driven by development*
 - *Storage and supply improvements needed at build-out*

- *Collection Master Plan*
 - *Declining wastewater flows consistent with water usage*
 - *Future wastewater flows were also based on historical trends*
 - *Infrastructure capacity determined using future peaks hour flows*
 - *Peak flows were applied to the collection system model to identify deficiencies*
 - *Deficiencies under existing conditions were found system wide*
 - *Improvements to gravity mains through 2040*
 - *Several lift stations need to be expanded to support build-out conditions*
- *Wastewater Treatment Evaluation*
 - *Current Regulatory Drivers*
 - *Wastewater Pollutants (State)*
 - *Solids Disposal*
 - *Recycled Water*
 - *New discharge location provides the City flexibility and time for a long-term strategy*
 - *Potential recycled water users and conceptual pipeline routing was determined*
 - *Recycled water demands were identified throughout the City*
 - *23 potential users*
 - *Parks*
 - *Schools*
 - *Golf Course*
 - *Demand*
 - *427 acres*
 - *Largest Demands*
 - *Golf Course and West Hills College*
 - *Users limited based on recycled water availability and proximity*
 - *Water quality poses challenges for recycled water implementation*
 - *Need for demineralization makes recycled water cost prohibitive*
 - *Secondary treatment process is the heart of the new WWTP*
 - *Recommended project construction costs for a new secondary facility*
- *Capital Improvement Plans*
 - *Project Prioritization*
 - *Factors based on:*
 - *Upgrade existing facilities to mitigate current capacity deficiencies*
 - *Upgrade existing facilities to accommodate increased water demands or wastewater flows associated with long term planning*
 - *Project Phasing*

SS-2 Enterprise Fleet Management

Assistant City Manager Speer introduced Laura Clark from Enterprise Fleet Management. Clark presented a PowerPoint on the services provided by Enterprise.

The presentation included the following:

- *The Situation*
 - *City staff was tasked with finding ways to lower the city's expenses.*
 - *Reduce increasing vehicle costs*
 - *Solution to better manage an aging fleet.*
 - *Researched leading options to supplement city vehicle purchases.*
 - *75% of the current light and medium duty fleet is over 10 years.*

- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable.
 - It would take 10 years to cycle out the entire fleet at current acquisition rates.
- The Objectives
 - Enterprise Fleet Management's proposal is to save city resources and budget dollars through a managed vehicle program.
 - Utilize an open-end lease as a funding mechanism.
 - Replace aged vehicles with newer models
 - Establish a proactive replacement plan
- The Results
 - By partnering with Enterprise Fleet Management, the City will be able to update the aged fleet in a strategic manner.
 - Reduce the overall vehicle costs by over \$208,000 over the next 10 years.
- Supporting Evidence
 - Current Fleet 28 vehicles
 - 21 vehicles over 10 years.
 - 10 years Savings - \$105,685
 - Estimated Fleet Equity - \$103,000
 - Estimated Net Cash - \$208,685
- Case Study & References
 - A few current partners
 - City of Dinuba
 - County of Kern
 - County of Madera
 - City of San Marcos
 - City of Westminster
 - City of West Sacramento
 - City of Grass Valley

Tom Reed spoke.

SS-3 Water Bond Project Update

Assistant City Manager Speer introduced Teresa Ho-Urano from Bond Counsel, Eric McKean with Stifel, Nicolaus & Company, and Ken Dieker with Del Rio Advisors. The Financing team presented a PowerPoint on the update of the Water Revenue Bonds.

The presentation included the following:

- Financing Team
 - City Staff
 - Bond and Disclosure Counsel: Richards, Watson & Gershon
 - Underwriter: Stifel, Nicolaus & Company, Incorporated
 - Municipal Advisor: Del Rio Advisors, LLC.
 - Trustee: U.S. Bank National Association
- Financing Considerations and Terms
 - Inefficient to fund large capital projects on a Pay-As-You-Go basis
 - Would need to increase water rates to much high levels
 - Would need to wait a sufficient amount of time for cash balances to grow
 - Legal Covenants for Consideration
 - Rate Covenant
 - Additional Bonds Tests

- Rate Stabilization Fund
- Components of a Bond
 - Project Fund
 - Reserve Fund / Reserve Fund Surety
 - Bond Insurance
 - Cost of Issuance
 - Underwriter's Discount
 - Original Issue Premium / Discount
- Credit Considerations and Bond Sizing Assumptions
 - Credit Considerations
 - Legal covenants
 - Projected cash flow and debt service coverage
 - Other system indebtedness
 - Customer count and customer type
 - Top ten customers
 - Comparative rates and charges
 - Management
 - Reserve and investment
 - Bond sizing assumptions include:
 - \$30 million for water projects
 - "A-" rating from Standard & Poor's Corporation ("S&P")
 - Purchase of bond insurance (S&P "AA")
 - Purchase of reserve fund surety
 - Primary S&P Bond Rating Categories
 - AAA, AA, A, BBB, BB
- Proposed Series 2019
 - Credit: Subordinate to 2013 Water Revenue Loan
 - Purpose: Provides \$30.0 million of new money for three new treatment plants, new well and a 1 mg water storage tank.
 - Sale Type: Negotiated public offering
 - Reserve fund: Surety
 - Final maturity: June 1, 2049
 - "All-in" interest rate: 4.37% (rates as of January 2, 2019)
 - Rate covenant / ABT: 1.25x / 1.25x (Maximum Annual Fiscal DS)
 - Rate Stabilization Fund: \$525,000
- Estimated Sources and Uses of Funds
 - Bond Proceeds: \$30, 757,139.60
- Estimated Cost of Issuance
 - \$200,000.00
- Estimated Bond Pricing
 - Total: \$27,670,000.00
 - Premium (-Discount): \$3,087,139.60
- Proposed Schedule
 - Tuesday, February 5, 2019: City Council Work Session and Consideration
 - Week of February 4, 2019: Rating Released, Insurance/Surety Commitments
 - Week of February 11, 2019: Due Diligence Call, Print and Post POS
 - Tuesday, February 26, 2019: Pre-Pricing
 - Wednesday: February 27, 2019: Pricing
 - Week of March 4, 2019: Print and Post FOS, Documents Executed
 - Tuesday, March 12, 2019: Pre-Closing
 - Wednesday, March 13, 2019: Closing and Transfer of Funds

At 6:49 p.m., Council adjourned to Closed Session.

CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation
Government code Section 54956.9(d)(1)
City of Lemoore v. Holly Andrade Blair
Case No. 19C-0043

ADJOURNMENT

At 7:37 p.m., Council adjourned.

February 5, 2019 Minutes Lemoore City Council Regular City Council Meeting

CALL TO ORDER:

At 7:41 p.m., the meeting was called to order.

ROLL CALL: Mayor: NEAL
Mayor Pro Tem: BILLINSLEY
Council Members: BLAIR, BROWN, LYONS

City Staff and contract employees present: City Manager Olson; Assistant City Manager Speer; City Attorney Van Bindsbergen; Community Development Director Holwell; Police Chief Smith; Deputy City Clerk Avalos; Management Analyst Beyersdorf; QK Engineer Joyner.

REPORT OUT OF CLOSED SESSION

There was no report out.

PUBLIC COMMENT

Emmanuel Lopez, Ambassador with West Hills College informed the Council that they just has Food Day on January 23rd. They provided more than 4,000 pounds of food. West Hills is offering a new program called HEP, which helps migrant and seasonal farmworkers and their immediate families to obtain the equivalent of a high school diploma. He also stated that he has decided not to run for Ambassador for the College next year.

Ed Rogers stated he received permission from the City to go on a ride along with Paul Costa in the Refuse department. He spent six hours on one of the City's trash trucks. He went through the whole route and had an amazing experience. His plan in the next 18 months is to hit all the departments at the City.

CEREMONIAL / PRESENTATION – Section 1

There were no Ceremonial / Presentations.

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

2-1 Department & City Manager Reports

Chief Smith invited the Council to the Volunteer Dinner on Friday, February 21st. It is a great opportunity as staff to honor volunteers in the community.

Community Development Director Holwell provided an update on development in the community. A site plan was approved for Anthony Rodriguez out at Industrial Park. News homes are being built south of 198 by G.J Gardner, Woodside homes, and Lennar homes out on Hanford-Armona Road. Grocery Outlet has been looking at Pioneer Square, they have submitted a conditional use permit. Approved a temporary use permit for Kids Day for March 5th. Received an application for the old Beto's location, a new restaurant wants to come in with a drive thru. She stated that the mural on the Odd Fellow's building is painted and done. Looking for a new location for the Sarah Mooney Museum mural.

Parks and Recreation Director Glick updated the City Council on upcoming Parks and Recreation events such as the Father Daughter Dance, Ladies Night in the Saddle, Volunteer Dinner, and the Paso Robles Wine Trip.

City Manager Olson stated that the City received an A rating on the bond. He thanked City staff for their hard work. Well #10 has been in flux, it snapped due to casing. All the pieces were successfully removed from the well.

CONSENT CALENDAR – Section 3

3-1 Approval – Minutes – Regular Meeting – January 15, 2019

3-2 Approval – Minutes – Special Meeting – January 29, 2019

Motion by Council Member Brown, seconded by Council Member Lyons, to approve Consent Calendar as presented.

Ayes: Brown, Lyons, Billingsley, Neal

Noes: Blair

PUBLIC HEARINGS – Section 4

4-1 Resolution 2019-03 – Tract 920 - Ordering Annexation and Inclusion of an Additional Territory as Zone 9 of Public Facilities Maintenance District No. 1 and Confirming the Diagram and Assessment of Annual Levy for Fiscal Year 2019-2020 for an Additional Territory Annexed to and Included as Zone 9 of Public Facilities Maintenance District No. 1

Motion by Council Member Billingsley, seconded by Council Member Brown to approve Resolution 2019-03 – Tract 920 - Ordering Annexation and Inclusion of an Additional Territory as Zone 9 of Public Facilities Maintenance District No. 1 and Confirming the Diagram and Assessment of Annual Levy for Fiscal Year 2019-2020 for an Additional Territory Annexed to and Included as Zone 9 of Public Facilities Maintenance District No. 1

NEW BUSINESS – Section 5

5-1 Report and Recommendation – Amendment to City Manager's Employment Agreement (Speer)

Motion by Council member Blair to table this item. No second. Motion dies.

Spoke: Dr. Gail Crums
Dr. Crystal Jackson
Tom Reed
Ed Rogers

Motion by Council Member Brown, seconded by Council Member Lyons, to approve the amendment to City Manager's Employment Agreement.

Ayes: Brown, Lyons
Noes: Billingsley, Blair, Neal

5-2 Report and Recommendation – Budget Amendment – Creation of a Rate Stabilization Fund (Speer)

Tom Reed spoke.

Motion by Council Member Brown, seconded by Council Member Lyons, to approve the budget amendment for the Creation of a Rate Stabilization Fund.

Ayes: Brown, Lyons, Billingsley
Noes: Blair, Neal

5-3 Report and Recommendation – Adoption of Resolutions No. 2019-04 and 2019-05 – A Resolution Adopting Tax-Advantaged Bonds Post-Issuance Compliance Procedures and Taking Related Actions and A Resolution Adopting Continuing Disclosure Compliance Procedures and Taking Related Actions (Speer)

Motion by Council Member Brown, seconded by Council Member Lyons, to approve Resolutions No. 2019-04 and 2019-05– A Resolution Adopting Tax-Advantaged Bonds Post-Issuance Compliance Procedures and Taking Related Actions and A Resolution Adopting Continuing Disclosure Compliance Procedures and Taking Related Actions

Ayes: Brown, Billingsley, Lyons
Noes: Blair, Neal

5-4 Report and Recommendation – Adoption of Resolution No. 2019-06 – A Resolution of the City Council of the City of Lemoore Authorizing the Issuance, Sale, and Delivery of Water Revenue Bonds, The Executions and Delivery of an Indenture and Other Documents in Connections with Such Bonds and Taking Related Actions (Speer)

Tom Reed spoke.

Motion by Council Member Billingsley, seconded by Council Member Brown, to approve Resolution No. 2019-06– A Resolution of the City Council of the City of Lemoore Authorizing the

Issuance, Sale, and Delivery of Water Revenue Bonds, The Executions and Delivery of an Indenture and Other Documents in Connections with Such Bonds and Taking Related Actions

Ayes: Billingsley, Brown, Lyons, Neal

Noes: Blair

5-5 Report and Recommendation – Council Member Liaison Appointments to Regional Boards and Committees (Olson)

Council reached a consensus to make changes to the Council Member Boards and Committees Matrix as discussed.

Council Member Blair left at 9:17 pm.

CITY COUNCIL REPORTS AND REQUESTS – Section 6

6-1 City Council Reports / Requests

Council Member Billingsley attended Sigma meeting for the first time. There is a lot of moving parts. He appreciated Council Member Brown for stepping up for that and he is excited to attend more meetings and learning more about sustainable ground water.

Council Member Lyons stated that he attended Commission on Aging, KCAPTA, KCAG, and Vehicle Abatement meetings. All agenda items passed.

Council Member Brown stated the Kings County Commission on Aging is very important, they had 17 patients in the past in Lemoore. Thanked staff for their hard work.

ADJOURNMENT

At 9:25 p.m., the meeting adjourned.

Approved the 19th day of February 2019.

APPROVED:

Edward Neal, Mayor

ATTEST:

Mary J. Venegas, City Clerk



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Staff Report

Item No: 4-1

To: Lemoore City Council

From: Steve Brandt, AICP, City Planner

Date: February 4, 2019

Meeting Date: February 19, 2019

Subject: General Plan Amendment No. 2018-03: A proposal to remove the future alignment of Cedar Lane as a Collector street from the Circulation Element of the Lemoore General Plan between Vine Street and Lemoore Avenue. CEQA Determination: covered by 2008 General Plan Environmental Impact Report – Resolution 2019-07

Strategic Initiative:

- | | |
|---|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input checked="" type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Adopt Resolution No. 2019-07, approving General Plan Amendment No. 2018-03, removing the future alignment of Cedar Lane as a Collector street from the Circulation Element of the Lemoore General Plan between Vine Street and Lemoore Avenue.

Subject/Discussion:

This General Plan Amendment is being proposed by City staff. As stated below, there have been several discussions over the years about the extension of Cedar Lane to connect to Lemoore Avenue. City staff is proposing now that the future street be removed from the Circulation Element. This action would remove the requirement that the street be constructed to Collector street standards. However, it would not prohibit all or a portion of Cedar Lane being constructed to Local street standards at the time that adjacent properties propose new development.

The current version of the Lemoore General Plan was adopted in 2008. In late 2013/early 2014 the City Council selected an alignment for the future extension of Cedar Lane (see

attachment) in accordance with the General Plan. The process to begin acquiring land for the roadway was placed on hold for budgetary reasons. In 2015, the 19th Avenue interchange with State Route 198 was completed, which also resulted in the closure of Vine Street access to State Route 198.

A Minor Site Plan Review application has been received for the site of the former Beto's restaurant on Lemoore Avenue, proposing to demolish the old building and build a new similarly sized restaurant with a drive-through feature on the site. The requirement to connect Cedar Lane to Lemoore Avenue would require the acquisition of a portion of the property of this site, which would negatively affect the proposed site plan by eliminating space on the site that would be needed for the new drive-through lane.

In typical planning practice in Central Valley cities, the usual placement of Arterial and Collector streets is for Arterials to be through streets on one-mile intervals, and for Collector streets to be at the half-mile intervals between the Arterial streets. Arterial streets usually traverse an entire community either east-west or north-south, but Collector streets often have more breaks in them. Because of the presence of State Route 198 approximately one-half mile south of Bush Street (an Arterial), the 2008 General Plan showed Cedar Lane as a future Collector street that would be closer than normal to Bush Street. The purpose of Cedar Lane is to collect traffic and get it to either Bush Street, 19th Avenue, or Lemoore Avenue.

Constructing the unbuilt portion of Cedar Lane would require the purchase and demolition of at least two homes, which would increase right-of-way costs and affect at least two families. Before the 19th Avenue interchange was completed, the City anticipated that the closure of Vine Street at State Route 198 would result in traffic issues in the neighborhood that would need to be alleviated by the construction of Cedar Lane to Lemoore Avenue. However, since the Vine Street closure has taken place there have not been any observed traffic problems or complaints. The lack of complaints and issues, along with higher than typical expense of constructing the new part of Cedar Lane, has led City staff to consider removing it from the Circulation Element.

The neighborhood has two characteristics that would support removal of Cedar Lane as a Collector street. The first is that the neighborhood has a good number of local through streets that serve as "mini collectors," including Larish Street, Lombardy Lane, and Champion Street. When a neighborhood has more stub streets and cul de sacs, it puts more traffic onto Collector and Arterial streets than if the neighborhood has a good internal circulation of through local streets.

The second characteristic is that the neighborhood is almost completely built out. There are estimated to be about 850 homes in the neighborhood (inside the boundaries of Bush Street, Lemoore Avenue, State Route 198, and 19th Avenue). The undeveloped land in the area could only support an estimated 80 more homes. All the major streets are currently operating at Level of Service (LOS) C or better. The General Plan predicts that this LOS will continue through the life of the General Plan, which is the year 2030. The City standard is LOS D or better. The addition of 80 more homes would not be enough to increase traffic from and LOS below C to an LOS worse than D.

The removal of Cedar Lane as Collector street status does not eliminate the possibility that Cedar Lane could be extended east to Champion Street or further as a local street. Cedar Lane could be built to a local street width when new development is proposed. Additionally, the built segment of Cedar Lane east of Vine Street to Brooks Drive will remain in place; however, the designation will change to a local street.

An EIR was prepared and certified when the General Plan was adopted in 2008. Pursuant to Section 15183 of the CEQA Guidelines (14 Cal. Code Regs. §15183), environmental review for this project shall be limited to examination of any significant project-specific environmental effects not analyzed in the 2008 General Plan EIR. After reviewing the proposed action, staff has determined that there are no project-specific environmental effects peculiar to this project. There are no environmental effects that were not analyzed in the 2008 General Plan EIR. Also, there are no potentially significant off-site impacts and cumulative impacts which were not discussed in the EIR prepared for the 2008 General Plan. No mitigation measures from the 2008 General Plan EIR are relevant or have been made part of the project. Based on the above findings, CEQA requires no additional environmental review for the proposed General Plan Amendment, and as such the project is exempt from CEQA review

Financial Consideration(s):

Removal of the street from the General Plan will mean that the City will not pay for the construction of the street at some future date. In 2014, the total estimated construction cost was \$1,400,000.

Alternatives or Pros/Cons:

Alternatively, City Council could choose to not adopt the General Plan Amendment. In this case, the General Plan would not change, and the City would need to construct Cedar Lane to Lemoore Avenue in the future.

Commission/Board Recommendation:

The Planning Commission held a public hearing at a special meeting on January 28, 2019. They voted 6-0 (Koelewyn absent) to recommend approval of the proposed general plan amendment. A copy of the adopted Planning Commission resolution is attached.

Staff Recommendation:

Staff recommends that City Council adopt Resolution No. 2019-07, approving General Plan Amendment No. 2018-03.

Attachments:

- ☒ Resolution: 2019-07
- ☐ Ordinance:
- ☒ Maps
- ☐ Contract
- ☐ Other

List: Planning Commission Resolution No. 2019-01

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager

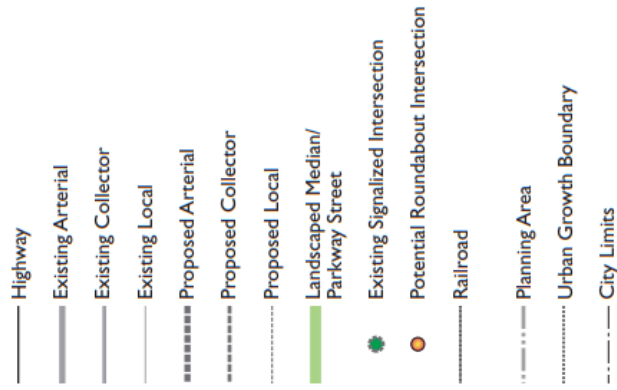
Date:

- 02/12/19
- 02/13/19
- 02/13/19
- 02/13/19

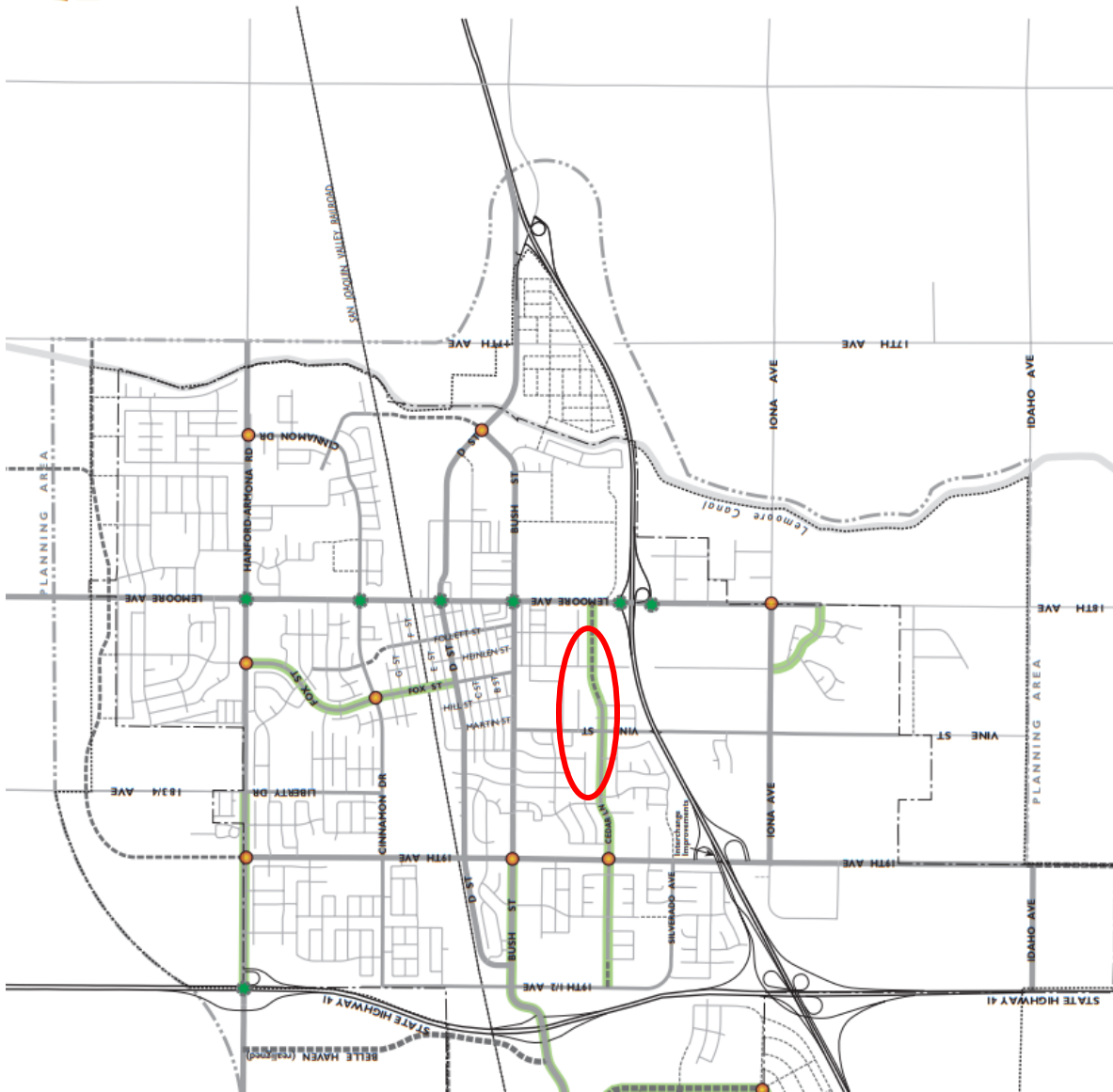
General Plan Circulation Element Map

Cedar Lane circled in Red

Figure 4-1
Roadway Classification



Sources: City of Lemoore, 2006; Kings County, 2006.



"In God We Trust"

Aerial Photo

Proposed removal from General Plan of Cedar Lane Collector Designation shown in Red

Green = Arterial streets Orange = Collector streets Yellow = Local streets



Options Presented to City Council in December 2013

Option 3 was Selected



2



3



3S

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RESOLUTION NO. 2019-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE
APPROVING GENERAL PLAN AMENDMENT NO. 2018-03
TO REMOVE THE FUTURE ALIGNMENT OF CEDAR LANE AS A
COLLECTOR STREET FROM THE CIRCULATION ELEMENT OF THE LEMOORE
GENERAL PLAN BETWEEN VINE STREET AND LEMOORE AVENUE**

WHEREAS, the City of Lemoore's General Plan, adopted in 2008, identifies Cedar Lane as a Collector street from 19 ½ Avenue to Lemoore Avenue; and

WHEREAS, Cedar Lane is currently constructed and is operating between 19 ½ Avenue and Brooks Drive, but is not constructed between Brooks Drive and Lemoore Avenue; and

WHEREAS, City of Lemoore staff has proposed to remove the Collector street status on Cedar Lane from Vine Street to Lemoore Avenue, making the constructed portion of Cedar Lane from Vine Street to Brooks Drive a local street, and eliminating the requirement to construct Cedar Lane from Brooks Drive to Lemoore Avenue; and

WHEREAS, no land use designation changes are proposed; and

WHEREAS, General Plan Policy C-I-7 requires the City to develop and manage a roadway system that obtains a Level of Service (LOS) D or better for a.m. and p.m. peak hour periods on all major roads; and

WHEREAS, Cedar Lane was originally planned as a Collector street to provide traffic with an alternative route due to the planned (now completed) closure of Vine Street at State Route 198; and

WHEREAS, an Environmental Impact Report (EIR) was certified for the 2008 General Plan, which identified environmental effects of future citywide development under the General Plan, including significant effects, mitigated effects, and insignificant effects; and

WHEREAS, the 2008 General Plan EIR concluded that the build-out of the 2008 General Plan would have a less than significant impact on the local transportation system; and

WHEREAS, the Lemoore Planning Commission held a duly noticed public hearing at its January 28, 2019, special meeting and adopted a resolution recommending approval of the general plan amendment; and

WHEREAS, the Lemoore City Council held a duly noticed public hearing at its February 19, 2019, regular meeting.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Lemoore makes the following findings regarding California Environmental Quality Act (CEQA) compliance:

1. An EIR was prepared and certified when the General Plan was adopted in 2008.
2. Pursuant to Section 15183 of the CEQA Guidelines (14 Cal. Code Regs. §15183), environmental review for this project shall be limited to examination of any significant project-specific environmental effects not analyzed in the 2008 General Plan EIR.
3. There are no project-specific environmental effects peculiar to this project.
4. There are no environmental effects that were not analyzed in the 2008 General Plan EIR.
5. There are no potentially significant off-site impacts and cumulative impacts which were not discussed in the EIR prepared for the 2008 General Plan.
6. No mitigation measures from the 2008 General Plan EIR are relevant or have been made part of the project.
7. Based on the above findings, CEQA requires no additional environmental review for the proposed General Plan Amendment, and as such the project is exempt from CEQA.

BE IT FURTHER RESOLVED that the City Council of the City of Lemoore approves General Plan Amendment No. 2018-03 to remove the future alignment of Cedar Lane as a Collector street from the Circulation Element of the General Plan between Vine Street and Lemoore Avenue based on the evidence presented and the following specific findings:

1. The general plan amendment is in the public interest, and the General Plan, as amended, will remain internally consistent.
2. Table 4.3 in the General Plan indicates all nearby Arterial and Collector streets are planned to operate at LOS C or better in the year 2030.
3. The 19th Avenue interchange was completed in 2015 and Vine Street access to State Route 198 closed shortly thereafter. There have been no observable significant increases in traffic congestion on other nearby Arterial and Collector streets that warrant additional major streets, such as connecting Cedar Lane to Lemoore Avenue.
4. The project has no effect on the density of development in the 2008 General Plan. The amount of undeveloped land that could be developed for housing could result in approximately 80 more housing units.
5. Removal of Cedar Lane as a Collector street from Vine Street to Lemoore Avenue is consistent with the 2008 General Plan because existing major roads in the vicinity (Bush Street, Vine Street, 19th Avenue, Lemoore Avenue) are currently operating at LOS C or better. There is land to develop about 80 more housing units, compared with the roughly 850 housing units already constructed, resulting in a future increase of 9.4%. This

increase will not increase traffic levels from the current LOS C to worse than the goal of LOS D.

6. If needed to serve local traffic connectivity needs in the neighborhood, portions of Cedar Lane could still be constructed as local streets when new development is proposed.

PASSED AND ADOPTED by the City Council of the City of Lemoore at a Regular Meeting held on 19th day of February 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary J. Venegas
City Clerk

Edward Neal
Mayor

RESOLUTION NO. 2019-01

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LEMOORE
RECOMMENDING APPROVAL OF GENERAL PLAN AMENDMENT NO. 2018-03
TO REMOVE THE FUTURE ALIGNMENT OF CEDAR LANE AS A COLLECTOR STREET
FROM THE CIRCULATION ELEMENT OF THE LEMOORE GENERAL PLAN
BETWEEN VINE STREET AND LEMOORE AVENUE**

At a Special Meeting of the Planning Commission of the City of Lemoore duly called and held on January 28, 2019, at 7:00 p.m. on said day, it was moved by Commissioner FRANKLIN, seconded by Commissioner ETCHEGOIN and carried that the following Resolution be adopted:

WHEREAS, the City of Lemoore's General Plan, adopted in 2008, identifies Cedar Lane as a Collector street from 19 ½ Avenue to Lemoore Avenue; and

WHEREAS, Cedar Lane is currently constructed and is operating between 19 ½ Avenue and Brooks Drive, but is not constructed between Brooks Drive and Lemoore Avenue; and

WHEREAS, City of Lemoore staff has proposed to remove the Collector street status on Cedar Lane from Vine Street to Lemoore Avenue, making the constructed portion of Cedar Lane from Vine Street to Brooks Drive a local street, and eliminating the requirement to construct Cedar Lane from Brooks Drive to Lemoore Avenue; and

WHEREAS, no land use designation changes are proposed; and

WHEREAS, General Plan Policy C-I-7 requires the City to develop and manage a roadway system that obtains a Level of Service (LOS) D or better for a.m. and p.m. peak hour periods on all major roads; and

WHEREAS, Cedar Lane was originally planned as a Collector street to provide traffic with an alternative route due to the planned (now completed) closure of Vine Street at State Route 198; and

WHEREAS, an Environmental Impact Report (EIR) was certified for the 2008 General Plan, which identified environmental effects of future citywide development under the General Plan, including significant effects, mitigated effects, and insignificant effects; and

WHEREAS, the 2008 General Plan EIR concluded that the build-out of the 2008 General Plan would have a less than significant impact on the local transportation system; and

WHEREAS, the Lemoore Planning Commission held a duly noticed public hearing at its January 28, 2019, meeting.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lemoore recommends that the Lemoore City Council make the following findings regarding California Environmental Quality Act (CEQA) compliance:

1. An EIR was prepared and certified when the General Plan was adopted in 2008.
2. Pursuant to Section 15183 of the CEQA Guidelines (14 Cal. Code Regs. §15183), environmental review for this project shall be limited to examination of any significant project-specific environmental effects not analyzed in the 2008 General Plan EIR.

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3. There are no project-specific environmental effects peculiar to this project.
4. There are no environmental effects that were not analyzed in the 2008 General Plan EIR.
5. There are no potentially significant off-site impacts and cumulative impacts which were not discussed in the EIR prepared for the 2008 General Plan.
6. No mitigation measures from the 2008 General Plan EIR are relevant or have been made part of the project.
7. Based on the above findings, CEQA requires no additional environmental review for the proposed General Plan Amendment.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lemoore recommends that the Lemoore City Council adopt General Plan Amendment No. 2018-03 to remove the future alignment of Cedar Lane as a Collector street from the Circulation Element of the General Plan between Vine Street and Lemoore Avenue based on the evidence presented and the following specific findings:

1. The general plan amendment is in the public interest, and the General Plan, as amended, will remain internally consistent.
2. Table 4.3 in the General Plan indicates all nearby Arterial and Collector streets are planned to operate at LOS C or better in the year 2030.
3. The 19th Avenue interchange was completed in 2015 and Vine Street access to State Route 198 closed shortly thereafter. There have been no observable significant increases in traffic congestion on other nearby Arterial and Collector streets that warrant additional major streets, such as connecting Cedar Lane to Lemoore Avenue.
4. The project has no effect on the density of development in the 2008 General Plan. The amount of undeveloped land that could be developed for housing could result in approximately 80 more housing units.
5. Removal of Cedar Lane as a Collector street from Vine Street to Lemoore Avenue is consistent with the 2008 General Plan because existing major roads in the vicinity (Bush Street, Vine Street, 19th Avenue, Lemoore Avenue) are currently operating at LOS C or better. There is land to develop about 80 more housing units, compared with the roughly 850 housing units already constructed, resulting in a future increase of 9.4%. This increase will not increase traffic levels from the current LOS C to worse than the goal of LOS D.
6. If needed to serve local traffic connectivity needs in the neighborhood, portions of Cedar Lane could still be constructed as local streets when new development is proposed.

Passed and adopted at a Special Meeting of the Planning Commission of the City of Lemoore held on January 28, 2019, by the following votes:

AYES: BOERKAMP, FRANKLIN, MEADE, ROGERS, ETCHEGOIN, CLEMENT

NOES:

ABSTAINING:

ABSENT: KOELEWYN

APPROVED:


_____, Chairperson

ATTEST:



Planning Commission Secretary



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-6708

Staff Report

Item No: 5-1

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager
Date: February 12, 2019 Meeting Date: February 19, 2019
Subject: Kings County Office of Education Fiber Optic Cable Installation

Strategic Initiative:

- | | |
|--|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approve the attached contract with the Kings County Department of Education (KCOE) for the installation of fiber optic infrastructure within city limits for use by KCOE.

Subject/Discussion:

Staff has been working with the Kings County Office of Education since late 2016 to draft the attached contract for installation of fiber optic infrastructure within Lemoore city limits. This contract will allow the Kings County Office of Education to install fiber optic connections between KCOE schools within City limits. The installation will require construction on select city streets.

Kings County Office of Education is requesting the City of Lemoore waive all city permit and inspection fees for this project. In doing so, KCOE will install an additional empty conduit, at the expense of KCOE, for the City of Lemoore to install fiber optic cabling to create a network infrastructure between City buildings along Fox Street and Cinnamon Street at a later date.

Financial Consideration(s):

There will be future costs for the City of Lemoore to install the fiber optic cables, however the cost is unknown at this time.

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Alternatives or Pros/Cons:

Pros:

- City will have access to install fiber in conduit already installed by Kings County Department of Education saving costs on construction.
- There is currently a contract with Comcast, which provides a fiber optic network to the city buildings along Fox Street and Cinnamon Street at a cost of \$27,000 annually. Once the City has installed the new fiber optic cables, the existing contract with Comcast will be terminated.

Cons:

- City will not receive payment for permits and inspection costs.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends that City Council approve the attached fiber optic contract with the Kings County Department of Education.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☒ Contract
- ☐ Other
List:

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager

Date:

- 02/12/19
- 02/13/19
- 02/13/19
- 02/13/19

AGREEMENT REGARDING INSTALLATION AND USE OF HIGH SPEED FIBER OPTIC CABLE AND RELATED INFRASTRUCTURE

THIS AGREEMENT REGARDING INSTALLATION AND USE OF HIGH SPEED FIBER OPTIC CABLE AND RELATED INFRASTRUCTURE ("Agreement"), made this _____ day of _____, 2018, by and between the **CITY OF LEMOORE**, a California Charter City, hereinafter referred to as "**CITY**," and the **KINGS COUNTY OFFICE OF EDUCATION**, a public education entity, by and through its County Superintendent of Schools and County Board of Education, hereinafter referred to as "**COUNTY OFFICE**."

RECITALS

WHEREAS, the COUNTY OFFICE currently leases dark fiber (i.e., unused optical fiber) in an existing trunk line (i.e., providing hard line fiber optic connectivity) along the Highway 198 corridor between the COUNTY OFFICE's Information Systems center in Hanford, California, to its Lemoore Service Center located at 876 East Bush Street, Lemoore, California 93245. The purpose of the dark fiber is to provide internet, communication and data connectivity between public schools that the COUNTY OFFICE supports; and

WHEREAS, the COUNTY OFFICE desires to extend a fiber optic communication network ("Network") from the Lemoore Service Center to various school sites and administrative facilities in and around the City of Lemoore as depicted in Exhibit A. In order to do so, it is necessary to install an underground substructure, including conduits and access vaults to house the high speed fiber optic cables and related infrastructure; and

WHEREAS, the COUNTY OFFICE desires to install, at its sole cost, the Network substructure system in portions of public right-of-way along certain streets in the City of Lemoore in a manner and location as depicted in Exhibit A ("Premises"). The COUNTY OFFICE is willing to install an additional conduit within the Network substructure system, as depicted in Exhibit A, to be granted to the CITY for future use by the City of Lemoore ("City Conduit"); and

WHEREAS, this Agreement sets forth the terms for the installation of the Network substructure system within the Premises and the parties' respective rights, use(s), obligations.

THEREFORE, in consideration of the above Recitals and the covenants and conditions contained herein, both parties agree as follows.

AGREEMENT

1. **Duties/Responsibilities of the COUNTY OFFICE:**

(a) Select and pay for all services and materials related to the design and planning phase, all consulting services, engineering services, and preparation of the final plans for the Network substructure system and the City Conduit throughout the Premises for submission to the CITY for its approval. Plans shall include details necessary for repair of all affected City street improvements, in accordance with the City of Lemoore Standard Specification and to the reasonable satisfaction of the City. The CITY agrees to waive all corresponding permitting and plan check fees.

(b) Prepare a traffic control plan and obtain an encroachment permit from the CITY in order to install the approved Network substructure system. The CITY agrees to waive the encroachment permit fee.

(c) Install the Network substructure system in accordance with the approved plans and all applicable state, federal and local laws, ordinances and regulations.

(d) Install the additional City Conduit within the Network substructure system, at no cost to the CITY, for the use and installation, by the CITY. The COUNTY OFFICE shall not be responsible for any costs associated with the CITY's use of the City Conduit.

(e) Except as provided in section 2 below, the COUNTY OFFICE shall be responsible for all costs related to the construction and installation of the Network substructure system according to the approved plans, specifications and drawings.

(f) Repair any existing street improvements caused by the County Office during the installation of the Network substructure system in accordance with the CITY standards.

2. Duties/Responsibilities of the CITY:

(a) Grant an Easement to the COUNTY OFFICE to use and maintain the Premises following approval of the plans for the Network substructure system by the CITY. The Easement shall include the exclusive right to use the Network, for communication purposes, including but not limited to voice, video and data. The Easement may revert to the CITY in the event the Network is ever abandoned by the COUNTY OFFICE in writing.

(b) Prepare, process and incur all costs related to environmental compliance review/documentation for the Network substructure system as the lead agency for the California Environmental Quality Control Act ("CEQA").

(c) Complete any required public works plan checks, waive permitting and inspection fees associated with the review of design plans and installation of the Network substructure system, and issue no-fee encroachment permits thereafter for any Network substructure system maintenance, repairs, replacement, and construction of any additional conduit or fiber optic cables.

3. Ownership: While the right-of-way comprising the Premises shall remain the property of the CITY, the COUNTY OFFICE shall own the Network substructure system installed in the Premises following completion of the Network. The CITY shall grant to the COUNTY OFFICE a non-exclusive and irrevocable utility easement to permit the Network substructure system to exist within the Premises. The COUNTY OFFICE shall grant to the CITY, in turn, an exclusive and irrevocable license to use the City Conduit. Aside from the foregoing encumbrances, the COUNTY OFFICE shall by no means encumber the Premises.

4. Maintenance and Repairs: The COUNTY OFFICE shall be responsible for the maintenance and repair, and corresponding costs, of the Network substructure system that it uses. The CITY shall cooperate with the COUNTY OFFICE by allowing partial street or sidewalk closures pursuant to the CITY's encroachment permit process, and shall provide reasonable means of accessing the Premises to conduct any needed maintenance, repairs, replacement and/or the addition of conduit and/or fiber optic cables.

The CITY shall be responsible for the maintenance and repair, and corresponding costs, of the City Conduit and any related improvements that it is entitled to use under the license conveyed to it by the COUNTY OFFICE.

The CITY shall be responsible for any routine street maintenance/repairs to the Premises following completion of Network construction.

5. Compliance with Laws: The parties shall comply with all applicable laws, ordinances and regulations including, but not limited to, all applicable regulatory, environmental and safety requirements.

6. Toxic Waste: The COUNTY OFFICE shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Premises or on any other real property adjacent to the Premises.

7. Interference: The COUNTY OFFICE shall not materially interfere with the use by and operation and activities of the CITY on its property, and the COUNTY OFFICE shall use such routes and follow such procedures as result in the least damage and inconvenience to the CITY.

8. Damage to CITY's Property: The COUNTY OFFICE shall be responsible for any damage to street or other improvements within the Premises resulting from construction or maintenance of the Network substructure, or by any negligent act or omission by the COUNTY OFFICE or its authorized agent, including but not limited to soil erosion, subsidence or structural damage to said improvements. The COUNTY OFFICE shall promptly repair and restore to their original condition any improvements damaged as a result of any such action or inaction on the part of the COUNTY OFFICE.

9. USA Marking: The CITY shall assume responsibility for marking the locations of the Network substructure system as part of the Underground Service Alert (USA) service.

10. Sublicensing: In the event the CITY desires to sublicense any part of the City Conduit, it must first provide thirty (30) days' prior written notice to the COUNTY OFFICE and thereafter annually pay to the COUNTY OFFICE 33.33 percent of the annual gross revenue generated by sublicensing its conduit and/or fiber optic cable(s) to any third party.

If the CITY sublicenses its conduit and/or fiber optic cable(s) to another governmental agency and charges it only a "maintenance fee" for its use, the CITY shall not be obligated to share any part of the maintenance fee with the COUNTY OFFICE.

11. Other Licenses: In the event the COUNTY OFFICE elects to license part of the Network substructure system that it owns to an entity other than the CITY or a public school served by the COUNTY OFFICE, it must first provide thirty (30) days' prior written notice to the CITY and thereafter annually pay to the CITY 33.33 percent of the annual gross revenue generated by licensing its substructure system (or any parts thereof) to any third party. The CITY will not receive any portions of revenue received through licenses with public schools served by the COUNTY OFFICE.

If the COUNTY OFFICE licenses any part of the Network substructure system that it owns to another governmental agency and charges it only a "maintenance fee" for its use, the COUNTY OFFICE shall not be obligated to share any part of the maintenance fee with the CITY.

For purposes of sections 10 and 11 of this Agreement, the term "maintenance fee" is defined as "the act of maintaining and keeping the Network substructure system in good and proper working condition by making any necessary repairs and/or correcting any problems."

12. Indemnification: The COUNTY OFFICE shall indemnify, hold harmless and defend the CITY and each of its officers, officials, employees or agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability including, but not limited to personal injury, death and property damage), incurred by the CITY, the COUNTY OFFICE, or any other person, from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of the

COUNTY OFFICE or any of its officers, officials, employees or agents in the performance of this Agreement.

The CITY shall indemnify, hold harmless and defend the COUNTY OFFICE and each of its officers, officials, employees or agents from any and all loss, liability, fines, penalties, forfeitures, cost and damages (whether in contract, tort or strict liability including, but not limited to personal injury, death and property damage), incurred by the COUNTY OFFICE, the CITY, or any other person, from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of the CITY or any of its officers, officials, employees or agents in the performance of this Agreement.

13. Contractor Indemnification: Both the CITY and the COUNTY OFFICE shall require that their contractors and subcontractors defend, indemnify and save harmless the other party, their respective officers, officials, agents and employees, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature, arising out of any Network substructure system construction or related service activity, including any and all direct and indirect costs of defense, made against or incurred or suffered by the CITY and/or the COUNTY OFFICE, jointly and severally as a direct or indirect consequence of injury, including death to persons, injury to or destruction of property or any other cause of action whatsoever.

This section shall survive termination or expiration of this Agreement.

14. Insurance: The parties shall secure and maintain in force during the term of this Agreement comprehensive general liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, Six Million Dollars (\$6,000,000.00) aggregate for bodily injury, personal injury, workers compensation, employer liability, and property damage. Neither the existence of any of the insurance coverage required under this Agreement nor the minimum coverage limits specified herein with respect to any such coverage shall be deemed to limit or restrict in any way either party's liability arising under this Agreement.

Either party, at any time following execution of this Agreement, must demonstrate, if requested, that it has obtained the foregoing insurance by providing certificates of insurance signifying/verifying that the other party is an additional insured under its policy.

15. Assignment: Except as otherwise provided in this Agreement, neither party may assign or transfer, by operation of law or otherwise, any or all of its rights, duties or obligations hereunder without the prior written consent of the other party.

16. Notices: All notices, certificates or other communications hereunder shall be in a writing signed by the parties' duly authorized agent and shall be deemed given when personally delivered or mailed by regular mail, postage prepaid, to the parties at their respective places of business as follows:

CITY

City Manager
City of Lemoore
119 Fox Street
Lemoore, CA 93245
E-mail: _____

COUNTY OFFICE

Chief Technology Officer

Kings County Office of Education
433 Greenfield Avenue
Hanford, CA 93230
E-mail: _____

Notices may also be sent by e-mail. Personal service and e-mail service shall be deemed served and effective upon delivery. Service by mail shall be deemed served and effective as of 12:01 AM on the fourth calendar day following the date of deposit of the registered or certified communication in the U.S. mail--properly addressed and postage prepaid.

17. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon each party and their respective successors and/or assigns.

18. Severability: In the event any of the provisions of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such ruling shall not invalidate or render unenforceable any other provision of this Agreement.

19. Final Agreement/Amendment: This Agreement and any documents, instruments and materials referenced and incorporated herein represent the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be amended, altered or modified only by a written document signed by both parties.

20. Governing Law: This Agreement shall be governed by the laws of the State of California with venue in the appropriate court located in either Kings County or the Eastern District of California.

21. Execution in Counterparts: This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

22. Partnership/Joint Venture: This Agreement does not evidence a partnership or joint venture between the CITY and the COUNTY OFFICE.

23. Subject to Approval of Board/Council: This Agreement confers no legal or equitable rights until it is approved by both the Kings County Board of Education and the Lemoore City Council at lawfully conducted public meetings.

24. Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

CITY:

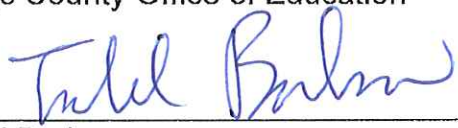
City of Lemoore

By: _____
Nathan Olson

City Manager

COUNTY OFFICE:

Kings County Office of Education

By:  _____
Todd Barlow

Kings County Superintendent of Schools

ATTEST:

By: _____
(Print Name), City Clerk

By: _____
(Print Name), Board President,
On Behalf of the Kings County
Board of Education

APPROVED AS TO FORM:

By: _____
(Print Name) Legal Counsel



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-6708

Staff Report

Item No: 5-2

To: Lemoore City Council

From: Frank Rivera, Public Works Director

Date: January 31, 2019

Meeting Date: February 19, 2019

Subject: Adopting Chapter 10 Consultant Selection of the Local Assistance Procedures Manual as the Process to be Followed by the City when Acquiring Architectural and Engineering Consultant Services Related to Federal and State Funded Transportation Projects – Resolution 2019-08

Strategic Initiative:

- | | |
|--|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Adopt Resolution 2019-08, adopting Chapter 10 (Consultant Selection) of the Local Assistance Procedures Manual (LAPM) as the process for the City when acquiring architectural and engineering services related to federal and state funded transportation projects.

Subject/Discussion:

In order to continue to be eligible for the reimbursement of funds for the use of consultants on federal aid projects, Caltrans requires that the City of Lemoore adopt the process and procedures outlined in Chapter 10 of the LAPM for the selection of architectural and engineering consultants.

The City of Lemoore is granted or awarded, through a competitively bid process, federal and state funds for the design and construction of transportation related projects. The federal government has granted Caltrans oversight authority of the use of these funds by local agencies like the City of Lemoore through the Local Assistance program.

When obtaining consultant services for projects with federal and state funds, it has been the City's practice to follow the processes and procedures outlined in the most current versions of the LAPM. Recently, Caltrans updated Chapter 10 in order to provide assurances that all agencies were following the processes and guidelines as required.

This update to Chapter 10 includes the filling out and submittal of additional forms to verify that any request for proposal has clearly identified the need for consultant services. A clearly defined scope of services has been prepared, and an independent analysis was performed estimating the cost of the project and required services. Also, the consultant evaluation criteria and scoring is clearly defined and understood by the selection panel and consultants. Furthermore, the consultants' estimated cost proposal is consistent with selected payment method. This new method requires that all forms be submitted for review and approval by Caltrans prior to Council awarding the services to the selected consultant.

Financial Consideration(s):

There is no direct funding impact to the approval of this resolution by the City.

Alternatives or Pros/Cons:

If the resolution is not approved, the City would become ineligible to use federal/state funds related to consultant services for projects using transportation funds.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends that City Council approve Resolution 2019-08, adopting the process and procedures of Chapter 10 (Consultant Selection) of the LAPM as the process to be followed by staff when requesting and awarding required consultant services related to these transportation funded projects.

Attachments:

- ☒ Resolution: 2019-08
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other
- List: LAPM Chapter 10

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager

Date:

- 02/12/19
- 02/13/19
- 02/13/19
- 02/13/19

RESOLUTION NO. 2019-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE
AUTHORIZING THE ADOPTION OF CALTRANS'
LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10**

WHEREAS, the Lemoore City Council through the Department of Public Works is responsible for the execution of State and Federal funded project(s); and

WHEREAS, the provision of 23 CFR 172.5(b), subrecipients shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A); and

WHEREAS, 23 CFR 172.5(b)(1) requires subrecipients to adopt written policies and procedures prescribed by the awarding State Transportation Agency for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; and

WHEREAS, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures for procurements and managements of contracts for engineering and design related consultant services contracts on federal and state funded transportation projects to ensure compliance with applicable Federal and State laws and regulations; and

WHEREAS, LAPM Chapter 10, Consultant Selection, describes the consultant selection and procurement process local agencies must follow to maintain eligibility for federal and state reimbursement;

NOW THEREFORE BE IT RESOLVED, that the Lemoore City Council ADOPTS Caltrans LAPM Ch.10, Consultant Selection, and any updates thereto, in the procurement of Architectural and Engineering services for state and federal funded projects.

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PASSED AND ADOPTED by the City Council of the City of Lemoore at a regular meeting held on the 19th day of February 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary J. Venegas
City Clerk

Edward Neal
Mayor

Chapter 10 **Consultant Selection****Contents**

Section 10.1: FEDERALLY FUNDED A&E CONTRACTS.....	vi
10.1.1 General.....	1
Introduction	1
Definition of an Architectural and Engineering Consultant.....	1
Architectural and Engineering Consultants	1
Non-A&E Consultants	2
Selecting the Project.....	2
Subcontracted Services.....	2
Organizational and Consultant Conflicts of Interest.....	2
Federal Regulation Governing Conflict of Interest (23 CFR 172.7(b)(4)) Requires that:	3
Consultants Performing Work on Multiple Phases of Federal-aid Projects	3
10.1.2 Identifying & Defining a Need for Consultants	4
Appointing the Contract Administrator.....	5
Segmenting Consultant Work.....	6
Figure 10-2: Segmenting Consultant Work.....	7
Specify Products to be Delivered	7
Scope of Consultant Work	7
Non-Discrimination Clause	7
Disadvantaged Business Enterprise (DBE) Participation.....	7
Determine Type of Contract	9
Determining the Project Schedule.....	10
Determine Method of Payment.....	11
Actual Cost-Plus-Fixed Fee.....	11
Cost Per Unit of Work	11
Specified Rates of Compensation	12
Lump Sum or Firm Fixed Price	12
10.1.3 A&E Consultant Audit and Review Process.....	12
Applicable Standards	13
Audit Guidance Available.....	13
Allowable Costs.....	14
Approval or Acceptance of Indirect Cost Rates	15
Cognizant Letters of Approval	15

Caltrans Acceptance of Indirect Cost Rate.....	15
Financial Review Performed Prior to Contract Execution	16
Local Agencies' Responsibilities.....	17
Consultants' Responsibilities (Both prime consultants and subconsultants).....	18
Independent Office of Audits and Investigations' Responsibilities	19
Audits and Reviews to be Performed	19
Indirect Cost Rate Audits	19
CPA Workpaper Reviews	19
Contract Audits	20
Incurred Cost Audits	20
Audit Findings and Review Deficiencies	20
10.1.4 Consultant Selection Methods.....	22
One-Step RFP	23
One-Step RFQ.....	23
Two-Step (RFQ Followed by RFP).....	23
10.1.5 Consultant Selection Using the One-Step RFP Method	26
Appoint Consultant Selection Committee	26
Develop Technical Criteria for Evaluation of Proposals.....	26
Develop Schedule for Consultant Selection.....	27
Prepare RFP.....	27
Financial Management and Accounting System Requirements	28
Advertise for Consultants	28
Issue/Publish RFP	29
Conduct Proposer's Conference or Answer Written Questions.....	29
Receive and Evaluate Technical Proposals	29
Develop Final Ranking and Notify Consultants of Results	30
Negotiate Contract with Top-Ranked Consultant.....	30
10.1.6 Consultant Selection Using the One-Step RFQ Method	31
Appoint Consultant Selection Committee	32
Develop Technical Criteria for Evaluation of Qualifications	32
Develop Schedule for Consultant Selection.....	32
Prepare RFQ.....	32
Financial Management and Accounting System Requirements	33
Advertise for Consultants	34
Issue/Publish RFQ	34
Receive/Evaluate Statements of Qualifications and Develop Shortlist	34

Notify Consultants of Shortlist	35
Interview Top-Ranked Consultants.....	35
Develop Final Ranking and Notify Consultants of Results	36
Conduct Scoping Meeting	36
Request Cost Proposal	36
Negotiate Contract with Top-Ranked Consultant.....	36
10.1.7 Consultant Selection Using the Two-Step RFQ/RFP Method	38
Combined RFQ and RFP	38
Categorize work	39
Establish Minimum Qualifications	40
Issue RFQ.....	40
Set-Up Evaluation Process	41
Evaluate Qualifications and Add Firm to List	42
Maintain List	42
Issue RFP to Pre-Qualified Consultants on List	42
Conduct Proposer's Conference or Answer Written Questions	43
Receive and Evaluate Technical Proposals	43
Develop Final Ranking and Notify Consultants of Results	43
Request Cost Proposal and Negotiate Contract with Top-Ranked Consultant	44
10.1.8 Completing the Project.....	45
Develop the Final Contract	45
Review and Approval of Contracts	45
Execute Contract and Issue Notice to Proceed to Consultant.....	46
Administer the Contract	47
Substitution of Consultant Personnel and Subconsultants	47
Invoicing (or Progress Payments)	48
Contract Amendments.....	48
Performance Evaluation	49
Project Records	49
Retention Clauses	51
Review of Local Agency Actions.....	51
10.1.9 Miscellaneous Considerations	51
Agreements with Other Governmental Agencies.....	51
Small Purchase Contracts	51
Noncompetitive Negotiated Contracts (Sole-Source)	52
Personal Services Contracts.....	52

Retaining a Consultant as an Agency Engineer or in Management Support Role	53
Construction Engineering Services	56
10.1.10 Program Management	56
10.1.11 References.....	57
10.2: STATE-ONLY FUNDED A&E CONTRACTS	59
10.2.1 General.....	60
10.2.2 Definition of A&E	60
10.2.3 Minimum Audit Requirements	61
A. Written Procedures.....	61
B. Conflict of Interest	61
C. Records.....	61
D. Full & Open competition	61
E. Selection Basis	62
F. Publication.....	62
G. Solicitation.....	62
H. Cost Analysis	62
I. Negotiations.....	62
10.3: NON-A&E CONTRACTS	67
Determining Non-A&E	67
Example of Determining Non-A&E.....	67
Intelligent Transportation System (ITS) Projects	68
Non-Infrastructure Projects	68
Governing Regulations and Codes for non-A&E	69
Procurement of Non-A&E Consultant Contracts	69
RFP Basic Requirements.....	69
Additional Requirements and Evaluation Criteria	70
Consultant's Proposal	70
Cost Proposal Worksheet.....	71
DBE Consideration	71
Administrative Requirements	71
Oral Presentations Optional.....	72
Cost-Effective/Public Interest Finding.....	72
Protest/Appeals/Reinstatement Procedures.....	72

Exhibits

Exhibits applicable to this chapter can be found at:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

[*Exhibit 10-A: A&E Consultant Financial Document Review Request*](#)

[*Exhibit 10-B: Suggested Consultant Evaluation Sheet*](#)

[*Exhibit 10-C: A&E Consultant Contract Reviewers Checklist*](#)

[*Exhibit 10-G: Individual A&E Task Order DBE Utilization \(needs linked\)*](#)

[*Exhibit 10-H: Sample Cost Proposal \(Example#1 thru #4\)*](#)

[*Exhibit 10-I: Notice to Proposers DBE Information*](#)

[*Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System*](#)

[*Exhibit 10-01: Consultant Proposal DBE Commitment*](#)

[*Exhibit 10-02: Consultant Contracts DBE Commitment*](#)

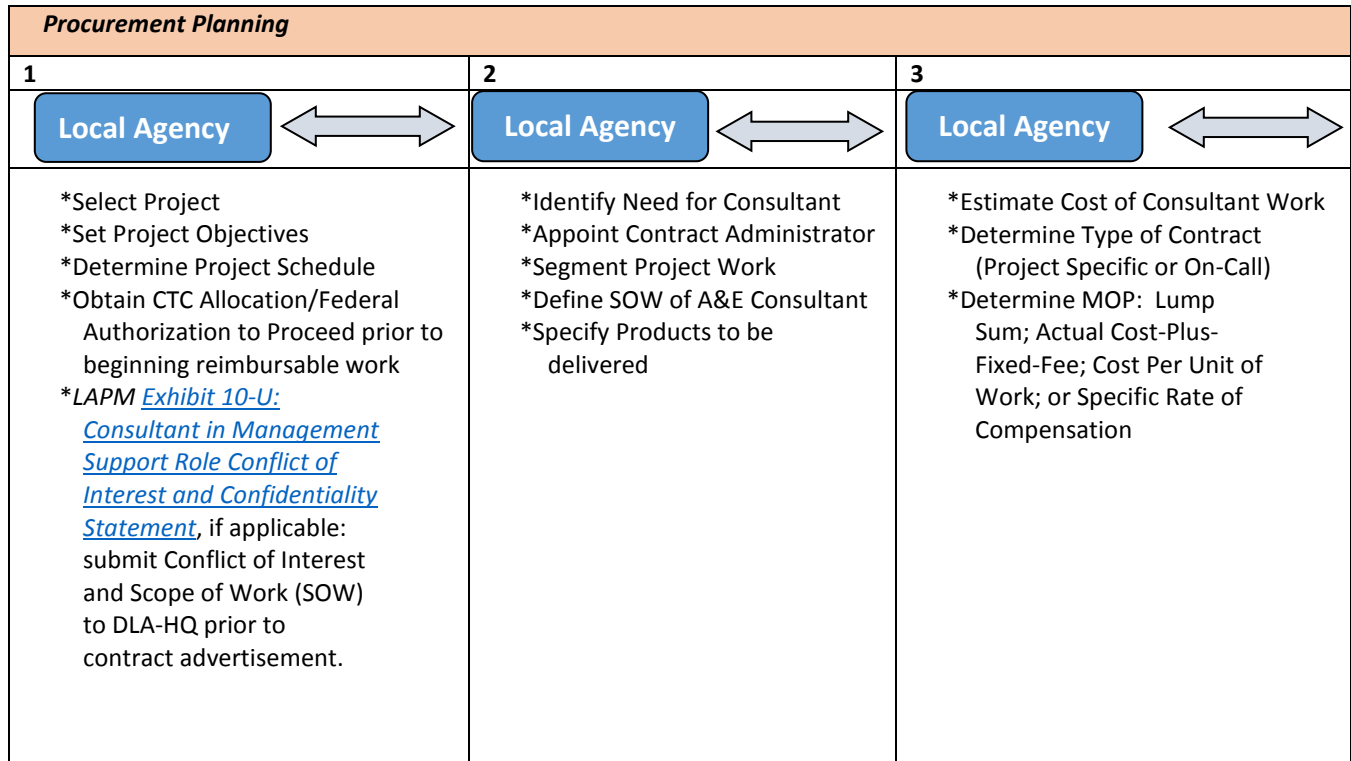
[*Exhibit 10-Q: Disclosure of Lobbying Activities*](#)

[*Exhibit 10-R: A&E Sample Contract Language*](#)

[*Exhibit 10-S: Consultant Performance Evaluation*](#)




[*Exhibit 10-T: Conflict of Interest & Confidentiality Statement*](#)

[*Exhibit 10-U: Consultant in Management Support Role Conflict of interest and Confidentiality Statement*](#)

SECTION 10.1: FEDERALLY FUNDED A&E CONTRACTS

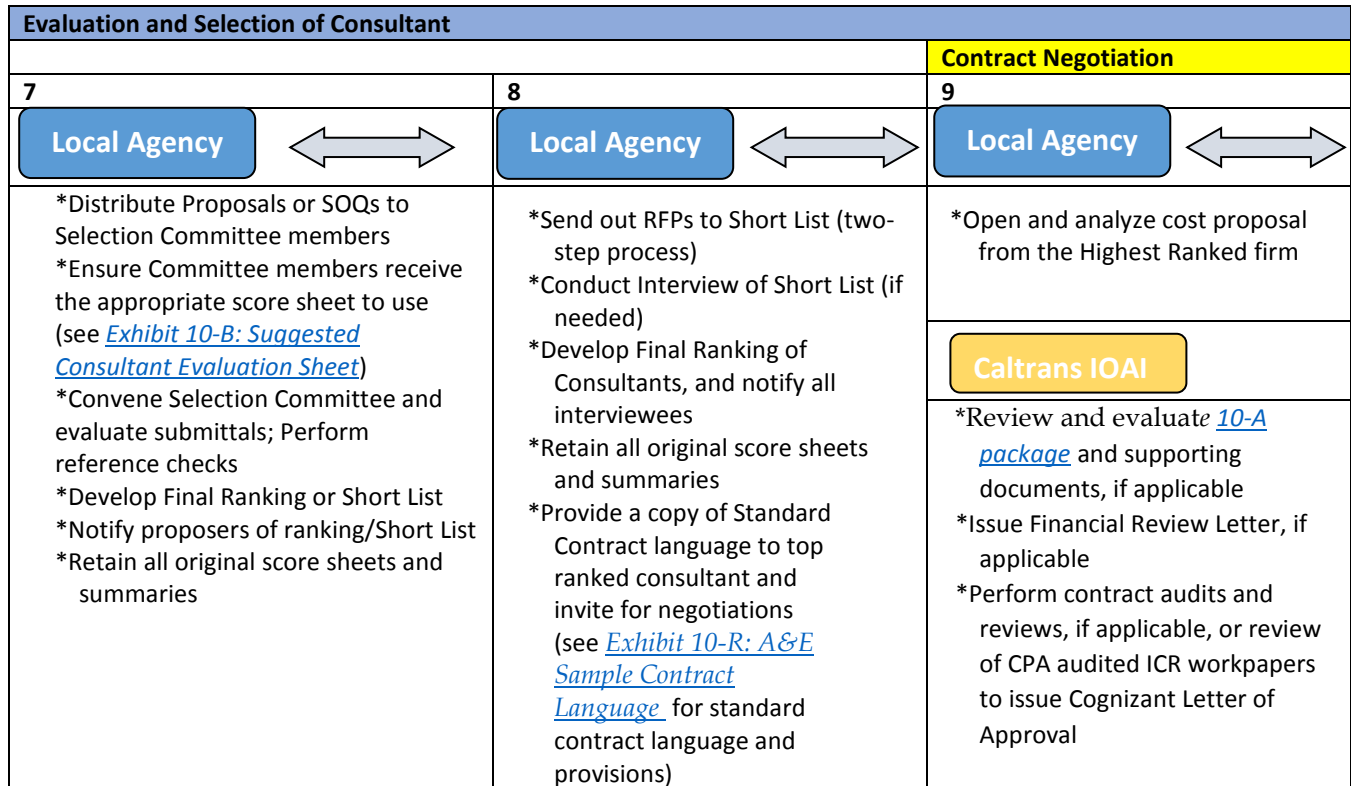
A&E = Architectural and Engineering
IOAI = Caltrans Independent Office of Audits and Investigations
CT = Caltrans
DBE = Disadvantaged Business Enterprise
DLA = Division of Local Assistance
DLAE = District Local Assistance Engineer
DLA-HQ = Division of Local Assistance-Headquarters
LAPG = Local Assistance Program Guidelines
LAPM = Local Assistance Procedures Manual
MOP = Method of Payment
RFP = Request for Proposal
RFQ = Request for Qualifications
SOQ = Statement of Qualifications
SOW = Statement/Scope of Work

Figure 10-1: A&E Contract Procurement Process Workflow Diagram

Solicitation Documents and Advertisement		
4	5	6
		
<ul style="list-style-type: none"> *Determine Solicitation Document; RFP or RFQ *Appoint Consultant Selection Committee *Collect signed Conflict of Interest forms and Confidentiality Statements (see Exhibit 10-T: Conflict of Interest & Confidentiality Statement) from all members involved in process *Determine Procurement Schedule *Develop Technical Criteria with level of importance (weights) for Evaluation of Proposals or the SOQ 	<ul style="list-style-type: none"> *Prepare RFP or RFQ documents *Include SOW, evaluation process/criteria, DBE goals, MOP and cost proposal format (see Exhibit 10-H: Sample Cost Proposal) minimum requirement of Proposal or SOQ, Notice to Proposers DBE Information (see Exhibit 10-I: Notice to Proposers DBE Information), submittal deadline *Advertise RFP or RFQ on public forum (newspaper, technical publications, Web Hosting Site, other local websites) *Issue RFP or RFQ (direct mailing, web posting) 	<ul style="list-style-type: none"> *Prepare to respond to RFP/RFQ questions *Conduct Proposers Conference, if applicable *Receive Proposals or SOQs

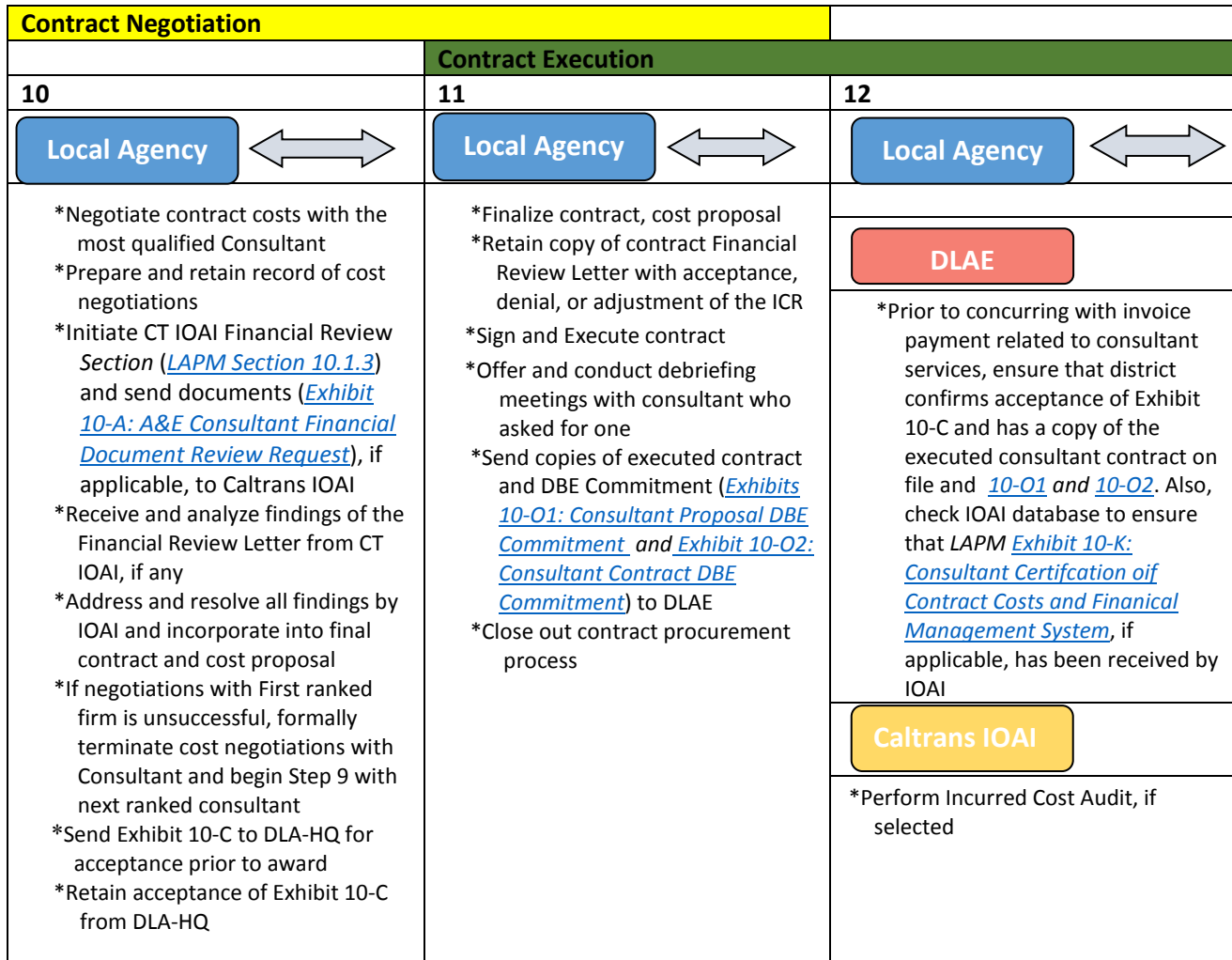
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Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued



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Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued



A&E = Architectural and Engineering
IOAI = Caltrans Independent Office of Audits and Investigations
CT = Caltrans
DBE = Disadvantaged Business Enterprise
DLA = Division of Local Assistance
DLAE = District Local Assistance Engineer
DLA-HQ = Division of Local Assistance-Headquarters
LAPG = Local Assistance Program Guidelines
LAPM = Local Assistance Procedures Manual
MOP = Method of Payment
RFP = Request for Proposal
RFQ = Request for Qualifications
SOQ = Statement of Qualifications
SOW = Statement/Scope of Work

Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

10.1.1 GENERAL

Introduction

A local agency may engage consultants to perform architectural, engineering, and related services to develop a federal-aid funded project. Local agencies requesting federal funds to reimburse A&E Consultants must follow the selection and contracting procedures detailed in this chapter.

Definition of an Architectural and Engineering Consultant

23 Code of Federal Regulations §172 and CA State Law further defines A&E services and includes those private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or program management are termed Architectural and Engineering (A&E) Consultants.

Architectural and Engineering Consultants

The Brooks Act (40 USC, Section 1104) requires local agencies to award federally funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 Code of Federal Regulations (CFR), Part 172), at a fair and reasonable price (48 CFR 31.201-3).

Cost proposals submitted to the local agency must be sealed and shall not be included as a criterion for rating such consultants. After ranking, cost negotiations may begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated and the local agency must then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

In selecting an A&E consultant, a detailed technical proposal or qualifications proposal, and a proposed contract will be required.

Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations websites below:

Consultants will need to provide their Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting

treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

- [DIR FAQ](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html) website:
http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
- [DIR Wage Determination](http://www.dir.ca.gov/oprl/DPreWageDetermination.htm) website:
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- [Caltrans Prevailing Wage Interpretive Guidance](http://www.dot.ca.gov/hq/audits/documents/prevailing-wage-interpretive-guidance.pdf):
<http://www.dot.ca.gov/hq/audits/documents/prevailing-wage-interpretive-guidance.pdf>

Non-A&E Consultants

Consultants other than A&E consultants may be selected using cost, cost and qualifications (best value) or other critical selection criteria. The procedures outlined in this chapter can be modified for selecting non-A&E consultants by adding a cost item to the contract proposal.

For more details on non-A&E consultants, see Section 10.3 *Non-A&E Contracts* of this chapter.

Selecting the Project

The local agency is responsible for selecting and initiating a federal-aid financed transportation project. The decision to begin project development is influenced by the project needs, its acceptability, the timing of studies, financing, and construction. The local agency must identify the project's objectives including the general level of improvement or service, operating standards, maximum cost and the target date for project completion before commencing any consultant selection process.

Subcontracted Services

The consultant is responsible for performing the work required under the contract in a manner acceptable to the local agency. The consultant's organization and all associated consultants and subconsultants must be identified in the proposal. If the consultant wishes to use a subconsultant not specified in the proposal, prior written approval must be obtained from the local agency. The subcontract must contain all required provisions of the prime contract. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C. 106(g)(4) 2 CFR 200.331.

Organizational and Consultant Conflicts of Interest

In the procurement of contracts for engineering services by private consulting firms using federal-aid highway funds, local agencies must take all the steps necessary to prevent fraud, waste, and abuse. The local agency must develop and maintain a written code of conduct governing the performance of its employees (including the contract administrator) engaged in the award and administration of federal-aid highway funded contracts, including the prevention of conflicts of interest in accordance with 23 CFR 172.7(b)(4)

A conflict of interest occurs when a public official's private interests and his or her public duties and responsibilities diverge or are not consistent. Conflicts of interest may be direct or indirect (e.g., as result of a personal or business relationship). The appearance of a conflict of interest should be avoided as an apparent conflict may undermine public trust if not sufficiently mitigated.

Federal Regulation Governing Conflict of Interest (23 CFR 172.7(b)(4)) Requires that:

- Local agency shall maintain a written code of standards of conduct for employees engaged in the award and administration of engineering and design service contracts;
- No contracting agency employee who participates in the procurement, management, or administration of federal funded contracts or subcontracts shall have, directly or indirectly, any financial or other personal interest in connection with such contract or subcontract;
- No person or entity performing services for a contracting agency in connection with a federal funded project shall have, directly or indirectly, any financial or other personal interest, other than employment or retention by the contracting agency, in any contract or subcontract in connection with such project;
- No person or entity performing services for a contracting agency in connection with a federal-aid highway funded project shall have, directly or indirectly, any financial or other personal interest in any real property acquired for the project;
- No contracting agency employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements;
- Local agency shall disclose in writing any potential conflict of interest to FHWA

Consultants Performing Work on Multiple Phases of Federal-aid Projects

Local agencies sometimes wish to hire the same consultant firm to perform construction engineering and/or inspection services on the same project on which the firm also performed design services. This can cause project delivery efficiencies, as the design firm is well-suited to verify that the project is being constructed in accordance with the design and can resolve issues related to the design on behalf of the contracting agency. However, this may also pose a potential conflict of interest if the firm has a vested financial interest in failing to disclose deficiencies in its design work product and seeks to insulate itself from pecuniary liability in subsequent phases of the project, such as minimizing or ignoring design errors and omissions, rather than serving the best interests of the contracting agency and the public. Procuring a different firm from the design firm to provide the construction engineering and/or inspection services provides another level of review and reduces the risk of, or potential for, a conflict of interest.

Although federal regulations do not expressly prohibit the same firm from providing services on subsequent phases, the local agencies are responsible for ensuring the public interest is maintained throughout the life of a project and that a conflict of interest, real or apparent, does not occur or is sufficiently mitigated by appropriate public agency controls. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the contracting agency must establish appropriate compensating controls in policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services.

When design and construction phase services are procured under a single solicitation, the selection of the consulting firm must be based on the overall qualifications to provide both design and construction phase services, which require different skill sets, experience, and resources. Procuring these services under different solicitations may result in selection of a more qualified firm to perform services in each phase, as the most qualified firm to perform design phase services may not be the most qualified firm to provide construction phase services. Similarly, the qualifications and capacity of a firm may change over time. As such, it may not be appropriate to contract with a consulting firm to provide construction phase services at the outset of a design phase, knowing that these services may not be needed for an extended period until the preconstruction phase of the project is complete and construction funding authorized. The contract with a consulting firm providing design phase services on a project may not be amended to include construction phase services unless the desired construction phase services were included within the original advertised scope of services and evaluation criteria of the solicitation from which a qualifications based selection was conducted. All consultants acting in a management support role must complete [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) (see [Section 10.1.9: Miscellaneous Considerations](#) in this chapter) and retain it in the local agency files.

Miscellaneous Considerations Authorization to Proceed

The Federal Highway Administration (FHWA) must give the local agency an Authorization to Proceed (E-76) with the work prior to performing of any work for which federal reimbursement is to be requested, (see the [LAPM Chapter 3: Project Authorization](#)). For state funded projects see [Section 10.2: State-Only Funded A&E Contracts](#) and the [Local Assistance Program Guidelines \(LAPG\), Chapter 23: Local Agency State Transportation Improvement Program Projects](#), for guidance on when work may proceed.

Copies of the Authorization to Proceed and the consultant contract must be retained in the local agency project files for future audit.

10.1.2 IDENTIFYING & DEFINING A NEED FOR CONSULTANTS

The need for a consultant is identified by comparing the project's schedule and objectives with the local agency's capabilities, its staff availability of the required expertise, and its funding resources. If the local agency does not have sufficient staff capabilities, it may solicit assistance from another agency, or use a qualified private consultant to perform the required work.

If the local agency determines that there is a need to solicit assistance from another local agency, or to use a consultant, the District Local Assistance Engineer (DLAE) should be notified if federal-aid funds are to be requested for the project segment to be contracted out.

Appointing the Contract Administrator

The Contract Administrator is responsible for ensuring the quality of consultant contract products or services. The Contract Administrator is appointed as soon as the need for consultant services is identified. The Contract Administrator is involved throughout the development of the selection process and the contract provisions, and in the administration of the consultant's work. The Contract Administrator must be a qualified local agency employee or have staff that is qualified to ensure the consultant's work is complete, accurate, and consistent with the terms and conditions of the consultant contract. On federal-aid contracts, the Contract Administrator or staff members must be a full-time employee and familiar with the work to be contracted out and the standards to be used. The Contract Administrator must also abide by the laws, regulations and policies required as part of accepting federal or state funding for their project. Non-compliance with the laws, regulations, and policies may result in loss of project funding.

The Contract Administrator's duties are listed in 23 CFR 172.9(d)(1) and include:

- Contract negotiation, contract payment, and evaluation of compliance performance, and quality of services provided by the consultant;
- Being familiar with the contract requirements, scope of services to be performed, and products to be produced by the consultant;
- Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel;
- Scheduling and attending progress and project review meetings, commensurate with the magnitude, complexity, and type of work, to ensure the work is progressing in accordance with established scope of work and schedule milestones;
- Documenting contract monitoring activities and maintaining supporting contract records as specified in 2 CFR 200.333;
- Provides direction to ensure the proposed work is advertised properly;
- Prepares and distributes the Request for Qualifications (RFQ), description of work, and Request for Proposals (RFP), if used;
- Prepares the draft contract;
- Arranges for preparation before an independent estimate of the value of the work to be contracted out;
- Ensures that the selection procedures are followed;
- Analyzes the selected/best-qualified consultant's cost proposal;
- Ensures contract audit and review procedure is followed;

- Ensures that fee/profit negotiation is conducted and keeps records;
- Serves as the local agency's primary contact person for the successful consultant;
- Monitors the consultant's progress and provides direction;
- Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
- Identifies other local agency staff for the consultant to contact, if needed;
- Closes out the contract at completion, by processing the final invoice; completing a mandatory consultant evaluation, and final DBE utilization reports ([*Exhibit 17-F: Final Report Utilization of Disadvantaged Business Enterprises \(DBE\) and First-Tier Subcontractors*](#)).

Segmenting Consultant Work

Consultant services are most effective when consultant work is segmented appropriately. The extent of segmenting depends upon the type and complexity of the work. Combining preliminary engineering tasks with the preparation of the required environmental analysis is normally desirable. Preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is more than simply writing a report. Assessment and impact reports include preliminary engineering needed to analyze project alternatives and produce an engineering and planning assessment. Initial project studies include only as much traffic and engineering analysis of alternatives, as is needed to produce a sound EA or EIS (see [LAPM Chapter 6: Environmental Procedures](#) and [Standard Environmental Reference \(SER\) Chapters 31: Environmental Assessment \(EA\) and Finding of No Significant Impact \(FONSI\)](#) and [Chapter 32: Environmental Impact Statement \(EIS\)](#)). Final design shall not begin until NEPA environmental approval has been received if federal reimbursement is desired.

Refer to Figure 10-2: Segmenting Consultant Work below, which illustrates several satisfactory ways to segment consultant activities.

	Well-structured Projects With Simple Right of Way Requirements	Well-structured Projects With Complex Right of Way Requirements	More Difficult Projects	Very Complex Projects
Preliminary Engineering				
Environmental Analysis				
Plans, Specifications & Estimates				
Right of Way Activities				
Utility Relocation				
Construction Engineering				

Figure 10-2: Segmenting Consultant Work

Specify Products to be Delivered

The Contract Administrator identifies the products and services to be delivered as a result of consultant contract work, and minimum qualification of consultant professionals and staff. These vary depending upon the type of projects and the phase of project development being addressed.

Scope of Consultant Work

The scope of work, which the contract must include, is a detailed description of the products or services the consultant is to provide. From a detailed scope of work, consultants respond to a project advertisement; determine personnel and time requirements; and develop a technical proposal. Therefore, the scope of work must be clear, concise, complete, and describe the deliverables, standards for design and other work, quality control measures, acceptance criteria and deadlines.

Non-Discrimination Clause

The Non-Discrimination Clause ([Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XVI Statement of Compliance) must be included in each consultant contract. The consultant must include the non-discrimination and compliance provisions of the Non-Discrimination Clause in all subcontracts to perform work under the contract.

Disadvantaged Business Enterprise (DBE) Participation

When administering federal-aid projects, federal regulations (49 CFR, Part 26) require a local agency to comply with the DBE program, and take necessary steps to ensure that DBE firms have the opportunity to participate in the projects. Refer to *Chapter 9: Civil Rights and Disadvantaged Business Enterprises* for DBE requirements for A&E Consultant Contracts.

Estimated Cost of Consultant Work

An independent estimate for cost or price analysis is needed for all consultant contracts (23 CFR 172.7(a)(1)(v)(B)) to ensure that consultant services are obtained at a fair and reasonable price. The estimate is prepared in advance of requesting a cost proposal from the top-ranked consultant, so the local agency's negotiating team has a cost comparison of the project to evaluate the reasonableness of the consultant's cost proposal. The estimate, which is specifically for the use of the local agency's negotiating team, is to be kept confidential and maintained for records.

A good cost estimate can be prepared only if the scope of work is defined clearly. The scope of work must include a list of the products or services which the consultant is required to deliver, and a time schedule of when they must be delivered.

It should be stressed that all work to be derived from the consultant services, such as preliminary design, environmental or final design, must be clearly identified in the solicitation of consultant services (RFQ or RFP) and included in the cost estimate. The addition of work to the original scope by amendment should be avoided whenever possible. Contract modifications are required for any amendments to the terms of the existing contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed.

Some of the costs estimating techniques are:

Analogous Estimating:

Analogous cost estimating is using the actual cost of a previous, similar contract as the basis for estimating the cost of the current contract. Analogous cost estimating is frequently used to estimate costs when there is a limited amount of detailed information about the project. Analogous cost estimating is generally less accurate and it is most reliable when previous projects are similar in fact, and not just in appearance, and it uses expert judgment.

Parametric Estimating:

Parametric estimating is a technique that uses statistical relationship between historical data and other variables to calculate a cost estimate for an activity resource. This technique can produce a higher level of accuracy depending upon the sophistication, as well as underlying resource quantity and the cost data. A cost example would involve multiplying the planned quantity of work by the historical cost per unit to obtain the estimated cost of the contract.

Bottom-up Estimating:

This technique involves estimating the cost for individual work in the contract with the lowest level of detail. This detailed cost is then summarized or rolled up to determine a total cost of contract. Cost detail should include estimated hours per task, labor hourly cost for professional and non-professional classifications, subconsultant costs, other project direct costs, and profit. Labor costs should be broken down to direct labor and indirect cost rates, if possible.

If more than one project or phase of work is to be developed within the consultant contract, separate cost estimates are required for each project or phase of work. Separate cost estimates are required for each milestone and portion of the work expected to be subcontracted.

For on-call (as-needed) contracts, the cost estimate/analysis should include at minimum, a historical analysis of annual needs for consultant work, professional labor cost and market analysis, and reasonable profit analysis.

Determine Type of Contract

Types of contracts to be used are described as follows:

- Project-specific contract is between the local agency and consultant for the performance of services and a defined scope of work related to a specific project or projects.
- Multi-phase contract is a project-specific contract where the defined scope of work is divided into phases which may be negotiated and executed individually as the project progresses.
- On-call contract is a contract that may be utilized for a number of projects, under which task or work orders are issued on an as-needed basis, for an established contract period. On-call contracts are typically used when a specialized service of indefinite delivery or indefinite quantity is needed for a number of different projects, such as construction engineering, design, environmental analysis, traffic studies, geotechnical studies, and field surveying, etc. Many agencies use these contracts to address peaks in workload of in-house engineering staff and/or to perform a specialized service which the agency does not have. On-call contracts shall specify a reasonable maximum length of contract, not to exceed 5 years, and a maximum total contract dollar amount (23 CFR 172). The maximum dollar amount for all contracts awarded under the solicitation is stated in the solicitation. The maximum dollar amount is the aggregate of the on-call contracts anticipated to be awarded. If the solicitation lists that up to 5 contracts may be awarded, the aggregate amount of these 5 contracts is the maximum contract dollar amount. How many contracts are anticipated to be awarded must be stated in the solicitation. How task orders will be issued must be stated in the solicitation (two options exist: geographically designated areas or additional competitive solicitation to all consultants who provide the same type of service and awarded a contract under the same solicitation).
 - To maintain the intent of the Brooks Act (40 USC 1101-1104) in promoting open competition and selection based on demonstrated competence and qualifications, on-call consultant contracts established through the RFQ process must meet the following requirements:
 - Must define a general scope of work, complexity, and professional nature of services.
 - Specify a task order procedure the local agency uses to procure project specific work under the contract.
 - No task order is valid unless the on-call contract is still enforced. For example, if the on-call contract is expired, all task orders issued after the contract expiration date will become invalid.

- If multiple consultants are to be selected and multiple on-call contracts awarded through a single solicitation for specific services, the number of consultants that may be selected or contracts that may be awarded must be identified.
- Specify procurement procedures in the contracts the local agency will use to award/execute task orders among the consultants:
 - Either through an additional qualification-based selection process (see the Two-Step RFQ/RFQ process later in this chapter), OR
 - On regional basis whereby the region is divided into areas identified in the solicitation, and consultants are selected to provide on-call services for assigned areas only. The RFP may list multiple regions that allow consultants to crossover or be a “backup” to other consultants that for specifically documented reasons are not able to perform the work in their assigned region. Per 23 CFR 172.9 (a)(3)(B)(2). The “backup” option needs to be listed in the respective contracts.
- *An example of acceptable contract wording in multiple on-call contracts for the same type of service:*
- *“Agency has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit “A”, including this Agreement (“CM Services Task Order Contracts”). The other CM Services Task Order Contracts are [identify other two contracts by agreement numbers and consultant firms]. The total amount payable by Agency for the CM Services Task Order Contracts shall not exceed a cumulative maximum total value of Seven Million, Five Hundred Thousand Dollars (\$7,500,000) (“NTE Sum”). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the CM Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the CM Services Task Order Contracts, the Agency shall send written notification to Consultant and each of the other consultants entering into the CM Services Task Order Contracts. The notice shall identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Agency shall not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant shall not enter into a Task Order that exceeds the NTE Sum.”*

Determining the Project Schedule

The local agency develops a schedule for performance of work and completion of the project. The schedule must include sufficient time to allow for:

- Selecting the consultant;
- Developing the consultant contract;
- Completing the A&E consultant contract audit process;
- Conducting meetings and project reviews.

Determine Method of Payment

The method of payment of contract must be specified. Four methods are permitted depending on the scope of services to be performed reference 23 CFR 172.9(b):

- Actual Cost-Plus-Fixed Fee (see [Exhibit 10-H: Sample Cost Proposal](#), Example #1);
- Cost Per Unit of Work (see [Exhibit 10-H](#), Example #3);
- Specific Rates of Compensation (see [Exhibit 10-H](#), Example #2);
- Lump Sum (see [Exhibit 10-H](#), Example #1).

The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. A single contract may contain different payment methods as appropriate for compensation of different elements of work.

The cost plus a percentage of cost and percentage of construction cost methods of payment shall not be used. Both of these methods are explicitly prohibited by Federal Regulations.

Actual Cost-Plus-Fixed Fee

The consultant is reimbursed for actual costs incurred and receives an additional predetermined amount as a fixed fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The determination of the amount of the fixed fee shall take into account the size, complexity, duration, and degree of risk involved in the work. The fixed fee is not adjustable during the life of the contract. The fixed fee dollar amount must be clearly stated in the contract.

This method of payment is appropriate when the extent, scope, complexity, character, or duration of work cannot be precisely predicted. The fixed fee limit applies to the total direct and indirect costs. Fixed fees in excess of 15 percent of the total direct labor and indirect costs of the contract may be justified only when exceptional circumstances exist. The contract shall specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-H: Sample Cost Proposal Example #1](#) and [Exhibit 10-R: A&E Sample Contract Language](#), Article V, *Option 1* in this chapter). The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved before they incur work on the contract or the costs can be questioned or disallowed.

Cost Per Unit of Work

The consultant is paid based on specific item of work performed. The item of work must be similar, repetitious and measurable, such as geotechnical investigation and material testing. This method of payment is appropriate when the cost per unit of work can be determined with reasonable accuracy in advance, but the extent or quantity of the work is indefinite. Contract payment provisions must specify what is included in the price to be paid for each item. Any item of work not identified in the contract cost proposal is not eligible for reimbursement. New items of work (those within the original scope of work only) must be amended into the contract before work is performed. The contract shall also specify a reasonable maximum length of

contract period and a maximum total contract dollar amount (see [Exhibit 10-H](#), Example #3 and [Exhibit 10-R](#), Article V Option 2).

Specified Rates of Compensation

The consultant is paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate.

This method of payment should only be used when it is not possible at the time of procurement to estimate the extent or the duration of the work, or to estimate costs with any reasonable degree of accuracy. This method should not be used for project specific contracts and is recommended for on-call contracts for specialized or support type services, such as construction engineering and inspection, where the consultant is not in direct control of the number of hours worked, and it also requires management and monitoring of the consultant's level of effort and the classification of employees used to perform the contracted work. The contract shall also specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-H](#), Example #2 and [Exhibit 10-R](#), Article V Option 3.).

Lump Sum or Firm Fixed Price

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. This method of payment is appropriate only if the extent, scope, complexity, character, duration, and risk of the work have been sufficiently defined to permit fair compensation to be determined and evaluated by all parties during negotiations (see [Exhibit 10-H: Sample Cost Proposal, Example #1](#) and [Exhibit 10-R: A&E Sample Contract Language](#), Article V, Option 4). Normally, a lump sum contract will be paid in full at end of the contract when completed. However, a lump sum contract can be negotiated with progress payment if feasible. The progress payment shall be based on percent of work complete or completion of clearly defined milestones. The contract cost proposal shall document the agreed upon progress payment and include the necessary milestones costs, or the percent work complete schedule.

Changes to Exhibit 10-H requiring resubmittal to Independent Office of Audits and Investigations for review:

- Consultant name change
- New participating subconsultant
- Change in ICR rate

10.1.3 A&E CONSULTANT AUDIT AND REVIEW PROCESS

This section outlines the audit and review process for A&E contracts that at any time use state or federal funds. All proposed A&E contracts and supporting documents are

subject to audit or review by Caltrans' Independent Office of Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

Applicable Standards

State and federal requirements listed below, and specific contract requirements, serve as the standards for audits and reviews performed.

Local agencies, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. Local agencies are responsible for determining the eligibility of costs to be reimbursed to consultants.

Applicable standards include, but are not limited to:

- Caltrans Local Assistance Procedures Manual (LAPM);
- State and Federal agreements between local agencies and Caltrans, (i.e. Master Agreements);
- Project Program Supplemental Agreements;
- 23 United States Code (U.S.C.), Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11: the Brooks Act;
- 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services;
- 23 CFR, Chapter 1- Federal Highway Administration, Department of Transportation;
- 48 CFR, Federal Acquisition Regulation (FAR), Chapter 1, Part 31- Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards (CAS), Subpart 9900;
- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- United States Government Accountability Office, Government Auditing Standards
 - Generally Accepted Government Auditing Standards (GAGAS);
- California Government Code sections 4525-4529; and
- Proposed contract terms and conditions.

See section [10.10 "References"](#) of this Chapter for links to above referenced standards.

Audit Guidance Available

The American Association of State Highway and Transportation Officials, Uniform Audit & Accounting Guide ([AASHTO Audit Guide](#)), which is referred to frequently in this section, is a valuable tool to guide local agencies, consultants and Certified Public Accountants (CPA) through the requirements for establishing, and audits of FAR compliant Indirect Cost Rates

(ICR). The [AASHTO Audit Guide](#) is used extensively as an industry guide in the audit and review process.

Local agencies may seek accounting assistance from internal audit staff and an independent CPA for compliance. The consultant may seek professional guidance in selecting its independent CPA. See also the [AASHTO Audit Guide](#), Ch 2.5 C. *Selection of CPA Firm as Overhead Auditor* for guidance in the selection process. Training is also offered by FHWA's National Highway Institute (see <http://www.nhi.fhwa.dot.gov/default.aspx>). Courses offered include:

- Using the AASHTO Audit Guide for the Procurement and Administration of A&E Contracts (FHWA-NHI-231028)
- Using the AASHTO Audit Guide for the Development of A&E Consultant Indirect Cost Rates (FHWA- NHI-231029)
- Using the AASHTO Audit Guide for the Auditing and Oversight of A&E Consultant Indirect Cost Rates (FHWA-NHI-231030)

If consultants desire training on how to build an ICR and basic timekeeping, there are Indirect Cost Rate and Timekeeping webinars created by the Washington State Department of Transportation. The link to the webinars is available at <http://www.dot.ca.gov/audits/> (click on Architectural & Engineering Contracts/General A&E Contract Resources/Other State DOT Training Module). For training and additional information provided by Caltrans Local Assistance, visit Caltrans Local Assistance Blog at <http://www.localassistanceblog.com/>. For FHWA's Q&A for ICRs and audits, and A&E related services, visit FHWA at <http://www.fhwa.dot.gov/programadmin/172qa.cfm>.

Allowable Costs

23 USC 112 (b)(2)(B) states that any A&E contract or subcontract awarded, whether funded in whole or in part with Federal-aid highway funds in furtherance of highway construction projects, shall be performed and audited in compliance with the Federal cost principles.

Local agencies are required to perform a cost analysis to ensure all costs are allowable and in compliance with federal and state requirements and retain documentation of negotiation activities and resources. Hourly rate(s) for each key personnel and/or classification of employee(s) proposed in cost proposals must be reasonable for the work performed and actual, allowable, and allocable in accordance with the Federal cost principles. Costs shall be allowable only if the cost is incurred and cost estimates included in negotiated prices are allowable in accordance with the federal and state regulations and procedures, and contract provisions. Examples of Cost Analysis Worksheets are provided at Exhibit 10-H1 through 4.

Local agencies are required to apply Caltrans accepted consultant or subconsultant's ICRs, to contracts. An ICR is valid for the one-year applicable accounting period accepted or audited by Caltrans. Consultants shall update, on an annual basis, ICRs in accordance with the consultant's annual accounting period and in compliance with the Federal cost principles. For further guidance, refer to 23 CFR Part 172.11(b)(1). If the consultant is subject to Cost Accounting Standards (CAS), the consultant must use the applicable ICR for the contract.

A consultant's accepted ICR for its one-year applicable accounting period shall be applied to contracts; however, once an ICR is established for a contract, it may be extended beyond the one-year applicable period, through the duration of the specific contract, provided all concerned parties agree. Agreement to the extension of the one-year applicable period shall not be a condition or qualification to be considered for the work or contract award. The contract must clearly specify the ICR period if it is beyond the one-year applicable period.

Consultants shall account for costs appropriately and maintain records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, and are allowable, reasonable, and allocable to the contract, and comply with Federal cost principles.

IOAI and representatives of the Federal Government have the right to conduct an audit of all contract costs. If the costs are subsequently determined to be unallowable, these costs are subject to repayment. For further guidance, refer to 23 CFR Part 172 and 48 CFR Part 31.

Generally, whenever local agencies, consultants and/or contractors are unable to provide requested documentation, it shall be viewed that the services were either not performed or the costs not properly recorded. Retention of all documents is required as it reduces the possibility of audit findings and **disallowed costs**. For more references, refer to Applicable Standards in this chapter.

Approval or Acceptance of Indirect Cost Rates

Cognizant Letters of Approval

A cognizant approved ICR has been audited by a Cognizant agency (a State transportation agency of the State where the consultant's accounting and financial records are located or a State transportation agency to which cognizance for the particular indirect cost rate(s) of a consulting firm has been delegated or transferred to in writing by the State transportation agency where the consultant's accounting and financial records are located) in accordance with generally accepted government auditing standards to test compliance with the requirements of the Federal cost principles (per 48 CFR part 31) and the cognizant agency has either 1) issued an audit report of the consultant's indirect cost rate or 2) conducted a review of an audit report and related workpapers prepared by a certified public accountant and issued a letter of concurrence with the audited indirect cost rate(s). The cognizant agency approves the ICR and a cognizant approval letter is issued.

Caltrans Acceptance of Indirect Cost Rate

When the ICRs have not been established by a cognizant agency, Caltrans shall perform an audit or review of a consultant's and subconsultant's ICR(s) to provide reasonable assurance of compliance with Federal cost principles.

An audit or review of the ICR may consist of one or more of the following:

- Perform a review to determine if the ICR was prepared in accordance with 23 CFR 172, and 48 CFR, Chapter 1, Part 31;
- Perform an audit to determine if the ICR was prepared in accordance with 23 CFR 172, and 48 CFR, Chapter 1, Part 31; and issue an audit report;
- Review and accept an ICR audit report and related workpapers prepared by a CPA or another State Transportation Agency;

The outcome of an audit or review is for Caltrans to approve or accept the ICR so that it can be relied upon for future contracts with the consultant for a given one-year accounting period and for reliance by other contracting agencies using the same consultant. Local agencies shall ensure that only approved or accepted ICRs of consultants for the applicable one-year accounting period be applied to contracts, if rates are not under dispute. Local agencies may check IOAI's website for consultant's approved or accepted ICRs. All approved or accepted ICRs are issued an Acceptance Identification (ID) number by IOAI that is posted to IOAI's website at <http://www.dot.ca.gov/hq/audits/>. This ID number should be referenced on all future contracts that use the same fiscal year ICR. ICR can be fixed for the life of the contract in prior written document or annually updated. Once it has been updated, it must be annually updated and the most current fiscal year of ICR must be used.

ICRs that have not been accepted by Caltrans will not be eligible for indirect cost payment. An ICR approved by a cognizant agency may be used across states for the one-year applicable accounting period, but an ICR accepted by Caltrans may **only** be applied to A&E contracts with Caltrans or local agency contracts using pass-through Caltrans funding. Local agencies include Cities, Counties, Metropolitan Planning Organization, Special Districts, and Regional Transportation Planning Agencies.

Financial Review Performed Prior to Contract Execution

All consultants, including prime and subconsultants, on a proposed contract with a dollar value greater than \$150K are subject to an ICR financial review by IOAI. The financial documents required are detailed in Exhibit 10-A, *A&E Consultant Financial Document Review Request Letter and Exhibit 10-A Checklist*. IOAI will review the ICR financial documents to either accept or adjust the indirect cost rate **prior to contract execution** using a risk-based approach as dictated by factors that include but are not limited to:

- History of satisfactory performance and professional reputation of consultant;
- Prior FAR compliant history and audit frequency;
- Experience of consultant with FAHP contracts;
- General responsiveness and responsibility;
- The approximate contract volume and dollar amount of all A&E contracts awarded to the consultant by Caltrans or a local agency in California within the last three calendar years;
- The number of states in which the consultant does business;
- The type and complexity of the consultant's accounting system;
- The relevant professional experience of any CPA performing audits of the consultants indirect cost rate;
- Assessment of consultant's internal control. Responses to internal control questionnaire, see AASHTO Audit Guide, Appendix B;
- For ICRs that have been adjusted by IOAI, the consultant must provide a revised cost proposal that reflects the adjusted ICR.

Local Agencies' Responsibilities

Local Agencies are responsible for obtaining all required ICR supporting documentation from A&E prime consultants and sub-consultants as outlined in Exhibit 10-A (*A&E Consultant Financial Document Review Request*) and the Exhibit 10-A-Checklist. Local Agencies are responsible for forwarding these documents to IOAI for review. Local agencies are also required to ensure that IOAI has copies of the Exhibit 10-K "*Consultant Certification of Contract Costs and Financial Management System*" and Exhibit 10-H "*Cost Proposal*" for all consultants, both prime and sub-consultants. The ICR included in Exhibit 10-H must match the ICR included in the Exhibit 10-K and the consultant's ICR schedule. The proposed ICR, however, can be lower than ICR in Exhibit 10-K and the consultant's ICR schedule if the consultant elects to propose a lower ICR. For contracts spanning more than one year, local agencies are responsible for ensuring the Exhibit 10-K and cost proposals are updated annually unless all concerned parties agree to fix the ICR for the term of contract, and this is clearly specified in the contract. ICR updates are not required to IOAI if the ICR is fixed for the life of the contract. ICR's are only reviewed for consultants that are being awarded a contract, not consultants on a bench or shortlist.

The Exhibit 10-H "*Cost Proposal*" includes contract costs: direct salary or wage rates, fixed fees, other direct costs, indirect costs, total costs, and certification for the costs. Local agencies must perform and retain documentation of activities and resources used to support that a cost analysis has been performed to establish that costs and elements were determined to be fair and reasonable in accordance with Federal cost principles.

All contract supporting documentation must be retained by the local agency in project files for the required retention period. Unsupported costs may be disallowed and required to be returned to Caltrans. Having proper documentation policy and procedures, trained staff and organized project files are essential for demonstrating that costs claimed and reimbursed have been incurred, are eligible, reasonable, allowable, and allocable to the contract and comply with Federal cost principles.

Contracts below \$150,000 are not subject to the Caltrans Financial Document Review but local agencies are required to establish that all costs are in compliance with the Federal cost principles, 48 CFR, Chapter 1, Part 31, and other applicable requirements are met. All documents listed above and cost analysis documents are required to be retained in the project files to demonstrate compliance.

Instructions are provided in the Exhibit 10-A on the requirements for submitting a complete Financial Review packet. Financial packets can be e-mailed to:
conformance.review@dot.ca.gov.

Alternatively, if you do not have Internet access, you can mail Financial Review packets to:

Department of Transportation
Independent Office of
Independent Office of Audits and
Investigations, MS 2 Attention:
External Audit Manager

P.O. Box 942874 Sacramento, CA 94274-0001

Consultants' Responsibilities (Both prime consultants and subconsultants)

A&E prime consultants and subconsultants in contract with local agencies using state or federal-aid highway funds should refer to Exhibit 10-A and the 10-A Checklist for the ICR financial documents required to be submitted to their local agency. Consultants must complete the "Annual Certification of Indirect Costs and Financial Management System" (Exhibit 10-K) that attests that the ICR rate proposed is in compliance with FAR (48 CFR, Chapter 1, Part 31) and that the consultant's financial management system is adequate to accumulate and segregate, reasonable, allowable, and allocable direct and indirect project costs. For all future contracts within a same fiscal year, the consultant needs to only provide a copy of the Exhibit 10-K to the Local Agency. The Exhibit 10-A and 10-K should be submitted to the local agency who will forward a copy to IOAI along with all other related and required financial documents. For guidance see Training Module for Financial Document Requirements for A&E Contracts with Local Agencies on IOAI's website <http://dot.ca.gov/audits/> (click on Architectural & Engineering Contracts/A&E Contracts with Local Agencies/Training Modules).

Consultants must follow all the federal, state, and contract requirements outlined above in the Section above, "*Applicable Standards*". Each contracting consultant must ensure its ICR is not combined with any parent company's or subsidiary's ICR.

ICR schedules for both prime consultants and sub-consultants should be prepared using the accrual basis of accounting and be presented in compliance with the Federal cost principles. Figure 10-3 at the end of this chapter provides an example of a Standard Indirect Cost Rate Schedule that consultants can use when preparing their own.

For public works Prevailing Wage contracts, all workers must be paid the prevailing wage rate determined by the Director of the Department of Industrial Relations according to the type of work and location of the project. <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Prime and sub-consultants must include prevailing wage rate information in the cost proposal (*see Exhibit 10-H4 for example*) and provide a Prevailing Wage Rate Policy on company letterhead, signed and dated. The policy must document the accounting treatment for prevailing wage deltas and including the following information:

- Description of types of work that require payment of prevailing wage rates.
- Explanation of how the firm pays prevailing wage deltas (e.g. pay directly to employee as single amount to cover delta base and delta fringe, pay delta base to employee and pay delta fringe amount to a third-party plan, etc.)
- Accounting method used for prevailing wage delta base costs.
- Accounting method used for prevailing wage delta fringe costs.

For guidance see Caltrans' Prevailing Wage Interpretive Guidance and webinar on IOAI's website www.dot.ca.gov/audits.

When determined necessary, IOAI may request additional information, such as a labor distribution summary and Executive Compensation Analysis (ECA). A consultant's labor distribution summary report is a labor expense report that detail all hours worked (paid and unpaid) for a fiscal year, wages earned, and benefits accrued by all the consultant's employees.

The labor summary report should include employee names, salaries, hourly rates, total hours worked segregated by direct hours, indirect hours, paid time off hours, and uncompensated hours and amounts.

An ECA is an evaluation by the consultant to determine the allowability and reasonableness of executive compensation in compliance with Federal cost principles and the AASHTO Audit Guide that can be based on either the National Compensation Matrix or independent compensation surveys.

Independent Office of Audits and Investigations' Responsibilities

After IOAI receives a consultant's complete financial document packet (per Exhibit 10-A and Exhibit 10-A Checklist) from the local agency, IOAI will review the proposed ICR and supporting documents and notify local agencies in writing whether the proposed ICRs are accepted or adjusted.

Contracts will be executed after IOAI either accepts or adjusts the ICR and a revised final cost proposal (if applicable) is received. Correction of the final cost proposal, however, does NOT need to be cleared through Caltrans IOAI before executing the contract. An email notification from IOAI serves as documentation to support an accepted ICR.

Audits and Reviews to be Performed

After contract execution, a consultant's ICR may be subject to further detailed review or audit by IOAI based on certain risk factors. Costs that are determined to be unallowable as a result of the review or audit will be subject to repayment.

Indirect Cost Rate Audits

During an ICR audit, IOAI or an independent CPA will examine the consultant's proposed ICR for a one-year accounting period to ensure that unallowable costs have been removed from the indirect costs, that allowable costs have been correctly measured and properly charged and allocated, and that the ICR has been developed in accordance with the Federal cost principles (as specified in 23 U.S.C. Section 112(b)(2)(B), 23 CFR Part 172.11, 48 CFR Part 31 and other FAR and State requirements). As a result of the audit, the local agency will work with the consultant to adjust the ICR based on audit recommendations.

For guidance regarding the existing policies and procedures set forth in the federal regulations, and acceptable ICR schedules, refer to the AASHTO Audit Guide, Chapter 5, and Figure 10-3 Standard Indirect Cost Rate Schedule in this Chapter. There is also a review program at Appendix A which serves as a guide for CPAs and IOAI when performing ICR audits and can also be used as a resource for consultants when preparing for an ICR audit.

CPA Workpaper Reviews

During a workpaper review of a CPA audit of an ICR, IOAI will review the CPA's audit workpapers to determine whether to issue a Cognizant Letter of Approval for the ICR. The CPA Workpaper Review determines whether: (a) the CPA's audit of the ICR was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), (b) the CPA

adequately considered the auditee's compliance with the Federal cost principles and related federal and state laws and regulations.

Chapter 11 of the AASHTO Audit Guide provides information to the CPA on the required audit disclosures.

IMPORTANT NOTE FOR CPAs: Contracts receiving state or federal funds are highly scrutinized. Materiality levels tend to be lower and more testing is required. GAGAS provides that auditors may find it appropriate to use lower materiality levels as compared with the materiality levels used in non-GAGAS audits because of the public accountability of government entities and entities receiving government funding, various legal and regulatory requirements, and the visibility and sensitivity of government programs. The AASHTO Audit Guide should be used as a tool for performing audits and attestations of A&E firms.

Contract Audits

During a Contract Audit, auditors will review a consultant's financial management system and contract cost proposal to determine if:

- The consultants' accounting system is adequate to accumulate and segregate costs;
- Costs are reasonable, allowable, allocable and supported adequately;
- The contract contains all required fiscal provisions;
- Proper state and federal procurement requirements were followed.

Incurred Cost Audits

During an Incurred Cost Audit, auditors will review incurred contract costs to determine if:

- Cost data are maintained in an accounting system that adequately gathers, records, classifies, summarizes, and reports accurate and timely financial data for direct and indirect project costs by account;
- Costs are adequately supported, reasonable, allowable, and allocable;
- Costs incurred are in compliance with state and federal laws and regulations;
- Costs incurred are in compliance with the Master Agreement and Supplemental Agreement;
- Costs incurred are in compliance with the fiscal provisions stipulated in the contract; and
- The terms required by the Master Agreement and federal laws and regulations are in the contract.

Audit Findings and Review Deficiencies

If a consultant's ICR is audited or reviewed, local agencies are responsible for ensuring all executed and future contracts reflect the audited and adjusted fiscal year ICR(s). Local agencies should request reimbursement from the consultant for overpayment on rates that were adjusted down.

The local agencies may be subject to sanctions outlined in [LAPM Chapter 20: Deficiencies and Sanctions](#) if the state or federal government determines that any reimbursements to the

consultant are the result of lack of proper contract provisions, unallowable charges, unsupported activities, or an inadequate financial management system.

Example of a FAR Compliant Indirect Cost Rate Schedule - Sample Consulting Company

Statement of Direct Labor, Fringe Benefits, and General Overhead for the Year Ended December 31, 20xx

Description	General Ledger Balance	Unallowable	FAR Reference	Total Proposed	Home Office	Field Office
Direct Labor	\$123,456,789	(\$934,568)	(1)(15)	\$122,522,221	\$85,765,555	\$36,756,666
Fringe Benefits						
Vacation/Paid Leaves	\$17,283,950			\$17,283,950	\$12,098,765	\$5,185,185
Payroll Taxes	\$1,530,864	(\$30,617)	(15)	\$1,500,247	\$1,050,173	\$450,074
Medical Insurance	\$10,864,197			\$10,864,197	\$7,604,938	\$3,259,259
401K Match	\$4,938,272			\$4,938,272	\$3,456,790	\$1,481,481
Incentives and Bonus	\$15,308,642	(\$3,123,456)	(2)	\$12,185,186	\$8,529,630	\$3,655,556
Other Employee Benefits	\$2,515,280	(\$553,433)	(3)	\$1,961,847	\$1,373,293	\$588,554
Total Fringe Benefits	\$52,441,206	(\$3,707,506)		\$48,733,700	\$34,113,590	\$14,620,110
General & Administrative Overhead						
Indirect Overhead Labor	\$72,696,030	(\$4,452,541)	(1)(2)(4)(15)	\$68,243,489	\$65,790,948	\$2,452,541
Purchased Labor/Subconsultants	\$22,433,019	(\$22,433,019)	(5)	\$ -	\$ -	\$ -
Office Rent	\$12,345,679	(\$987,654)	(6)	\$11,358,025	\$11,038,025	\$320,000
Supplies & Utilities	\$5,753,086			\$5,753,086	\$4,027,160	\$1,725,926
Postage and Shipping	\$1,770,000	\$321,456	(5)	\$2,091,456	\$1,464,019	\$627,437
Equipment and Maintenance	\$3,812,346			\$3,812,346	\$2,512,789	\$1,299,557
Depreciation Expense	\$6,202,469	(\$1,345,678)	(7)	\$4,856,791	\$3,205,482	\$1,651,309
Interest	\$123,456	(\$123,456)	(8)	\$ -	\$ -	\$ -
Dues and Subscription	\$123,456	(\$12,345)	(9)	\$111,111	\$77,778	\$33,333
Advertising & Marketing	\$427,406	(\$45,678)	(10)	\$381,728	\$267,210	\$114,518
Vehicles	\$5,896,123	(\$147,403)	(5)(11)(14)	\$5,748,720	\$4,024,104	\$1,724,616
Bad debts	\$12,345	(\$12,345)	(12)	\$ -	\$ -	\$ -
Legal and Accounting Services	\$3,713,580	(\$222,815)	(13)	\$3,490,765	\$3,490,765	\$ -
Fines and Penalties	\$80,000	(\$80,000)	(16)	\$ -	\$ -	\$ -
Total General & Admin. Overhead	\$135,388,995	(\$29,541,478)		\$105,847,517	\$95,898,280	\$9,949,237

Consultant Selection

Total Indirect Costs				\$154,581,216	\$130,011,870	\$24,569,347
Indirect Cost Rates				126.17%	151.59%	66.84%

Figure 10.3: Standard Indirect Cost Rate Schedule**FAR References:**

- (1) FAR 31.202: Uncompensated overtime.
- (2) FAR 31.205-6: Profit distribution and excess of the reasonable compensation.
- (3) FAR 31.205-46, 31.205-14 & 31.205-51: Meals not for valid business purposes and associated with lobbying and lacking adequate support
- (4) FAR 31.201-2: Administrative staff costs billed to projects/clients.
- (5) FAR 31.201-2: Subconsultant labor and other direct costs billed to and paid by contracts/clients.
- (6) FAR 31.205-36 and 31.205-17: Capital lease costs, rent paid in excess of reasonable costs, and idle facilities and capacity costs.
- (7) FAR 31.201-2 & 31.205-6: Costs relates to personal use by employees and luxury vehicles.
- (8) FAR 31.205-20: Interest and other financial costs not allowable.
- (9) FAR 31.201-2: Non-business related dues and subscriptions.
- (10) FAR 31.205-1: Costs for advertisement and public relations costs and trade show expense including labor.
- (11) FAR 31.205-46(d) and 31.205-6(m)(2): Personal use of vehicle and lack of mileage logs and business purpose.
- (12) FAR 31-205-3: Bad debts and collection costs.
- (13) FAR 31.205-27 and 31.205-47: Reorganization and capital raising related costs and costs incurred in connection with violation of a law or regulation by the consultant.
- (14) FAR 31.205-46: Unreasonable costs and costs not supported by documents and lack of business purpose.
- (15) FAR 31.201-6(a) & CAS 405-40: Labor costs associated with unallowable costs.
- (16) FAR 31.205-15: Fines and penalties resulting from violations of laws and regulations.

This section outlines the audit and review process for A&E contracts that at any time use federal and/or state funds. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

10.1.4 CONSULTANT SELECTION METHODS

Figure 10-4: Consultant Selection Flowchart shows the three methods normally used in selecting a consultant. They are:

- One-Step RFP;
- One-Step RFQ;
- Two-Step RFQ/RFP.

Consultant Selection

The method used depends upon the scope of work, the services required, the project's complexity, and the time available for selection of the consultant.

Beginning with [Section 10.1.5: Consultant Selection Using the One-Step RFP Method](#), each of the selection methods is explained in detail. Regardless of the method used, the local agency shall retain all consultant selection documentation in their project files as required by 23 CFR Part 172.

One-Step RFP

The One-Step RFP method may be used for Project-specific contracts when the scope of work is well defined or for Multi-phased contracts where the defined scope of work is divided into phases. Other considerations include when the consultant's services are highly specialized and there are few qualified consultants.

One-Step RFQ

The One-Step RFQ method is used when the requested services are specialized, or the scope of work is defined broadly and may include multiple projects. Typical services are preliminary engineering, surveying, environmental studies, preparation of Plans Specifications and Estimate (PS&E) and environmental documents, or construction management. This method or the two-step selection process is used for procurement of on-call contract(s). Note that specifications and requirements in the RFQ must cover all aspects of the final need. A RFP specific to the project, task, or service must be included in the solicitation for evaluation of a consultant's specific technical approach and qualifications.

Two-Step (RFQ Followed by RFP)

The Two-Step RFQ/RFP method may be used when the scope of work is complex or unusual. This method also may be preferred by local agencies that are inexperienced about negotiations and procedures for establishing compensation. However, the Two-Step RFQ/RFP method is recommended for procurement of multiple on-call contracts, or on-call list, through a single solicitation. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications. For more information, refer to description of on-call contract in [Section 10.1.2: Identifying & Defining a Need for Consultants](#). This method requires substantially more work and time than the other two methods described above.

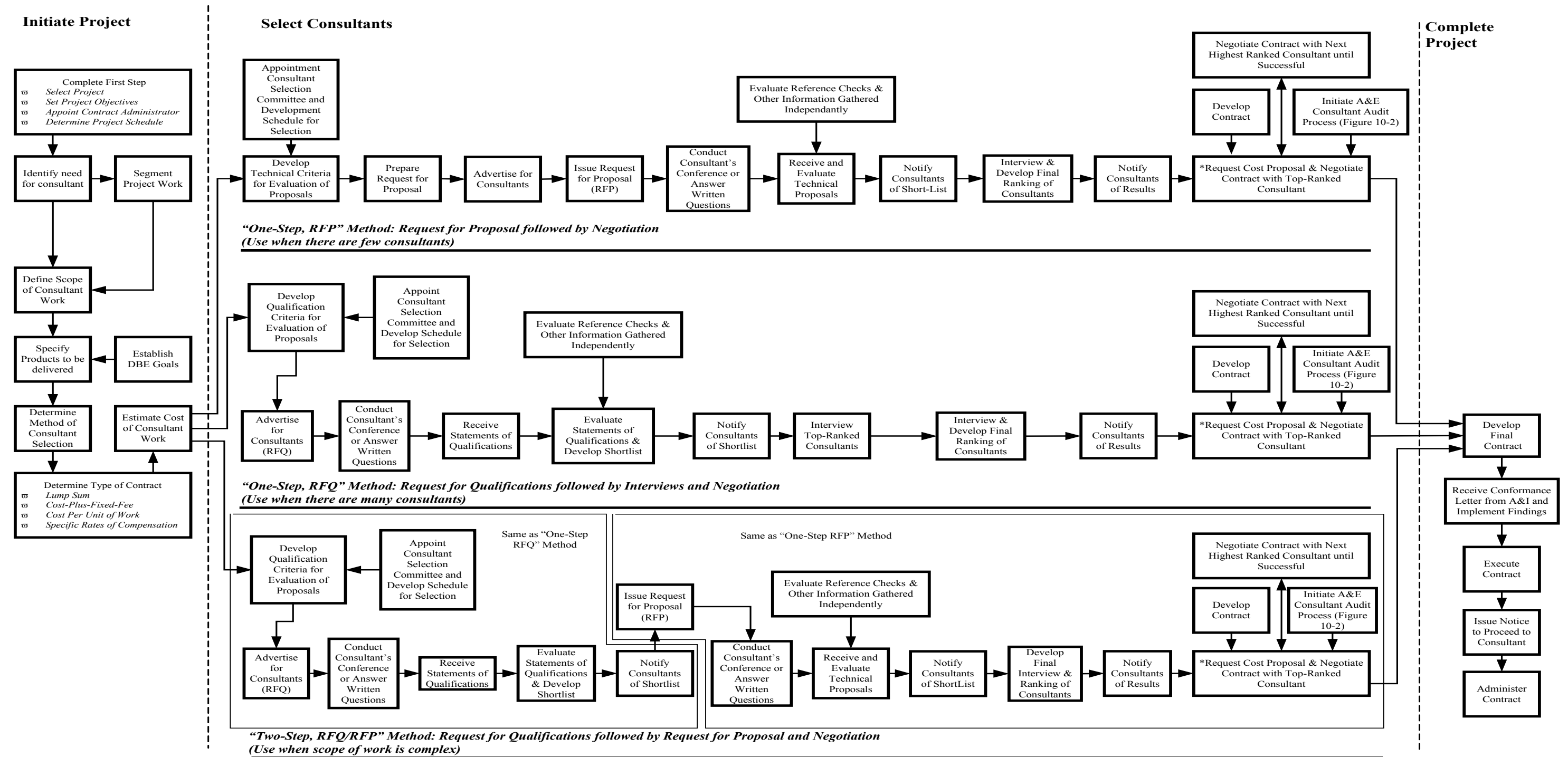


Figure 10-4: Consultant Selection Flowchart

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10.1.5 CONSULTANT SELECTION USING THE ONE-STEP RFP METHOD

Of the three methods discussed, this one is most easily modified for non-A&E consulting contracts. This procurement procedure usually involves a single step process with issuance of a request for proposal (RFP) to all interested consultants. For non-A&E consulting contracts, a cost proposal shall be part of the RFP and the selection criteria. For A&E contracts, the cost proposal is not requested until the consultants have been final ranked based upon their submitted technical proposal.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews materials submitted by consultants, develops a shortlist of qualified consultants, and develops a final ranking of the most qualified proposals. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the project/segment to be contracted out and with the local agency standards that will be used in the contract. Participation by a Caltrans district representative is at the option of the agency and subject to availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and all requirements are met.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Panel Member Conflict of Interest & Confidentiality Statement](#).

Develop Technical Criteria for Evaluation of Proposals

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant proposals. In-State or local preference shall not be used as factor in the evaluation, ranking, and selection phase. All non-technical evaluation criteria, including DBE participation, shall not exceed 10 percent (23 CFR 172.7(a)(1)(iii)(D)). All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

The criteria and relative weights must be included in the RFP, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the state. The local agency should consult with the DLAE before making major changes to the suggested approach.

Develop Schedule for Consultant Selection

Before the contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm key dates with all selection committee members before completing the schedule.

Prepare RFP

The information required in an RFP solicitation includes the following:

- Description of project;
- Clear, accurate, detailed Scope of work, technical requirements, and qualifications;
- Services to be performed;
- Deliverables to be provided;
- Procurement schedule;
- Applicable standards, specifications, and policies;
- Schedule of work (including estimated start and end dates of the contract);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate concealed format. Cost proposals are requested from the highest ranked firm. If these negotiations are formally terminated, the cost proposal is then requested from the next highest ranked firm. See [Exhibit 10-H: Sample Cost Proposal \(Example 3\)](#) for sample cost proposal formats;
- Contract audit and review process requirements (see [Section 10.3: A&E Consultant Audit and Review Process](#));
- Proposal format and required contents;
- Method, criteria and weighting for selection;
- Requirements for any discussions that may be conducted with three or more of the most highly qualified consultants following submission and evaluation of proposals;
- Specify contract type;
- Special provisions or contracts requirements;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- Consultants acting in a management support role requirements [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#);
- Protest procedures and dispute resolution process per 2 CFR Part 200.318(k), 2 CFR 172.5(c)(18).

The RFP specifies the content of a proposal, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand delivered if different from the mailing address. A minimum of fourteen (14) calendar days is required between the time the RFP is published and time that proposals must be submitted. More time may be required for complex contracts or projects.

Items typically required in a technical proposal include:

- Work plan (specify what is to be covered);
- Organizational chart;
- Schedule and deadlines;
- Staffing plan;
- Proposed Team – complete for prime consultant and all key subconsultants;
- Key personnel names and classifications – key team members identified in the original proposal/cost proposal shall not change (be different than) in the executed contract;
- Staff resumes;
- Names of consultant's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm;
- Consultant DBE Commitment document, see [Exhibit 10-01: Consultant Proposal DBE Commitment](#);
- References.

Financial Management and Accounting System Requirements

The local agency must ensure that consultant contract solicitation and advertising documents (RFPs) clearly specify that contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. The local agency must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Advertise for Consultants

The solicitation process for consultant services shall be by public advertisement, or by any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of contract. The minimum length of advertisement is 14 calendar days.

Advertisement of the RFP in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting government contract solicitations such as BidSync, Planetbids, or posting the RFP on the local agency's or other widely used websites are all acceptable methods of solicitation.

To document website postings, the local agency should retain copies of screen shots displaying the posted begin/end dates.

Issue/Publish RFP

The local agency shall publish the RFP on line and also issue the RFP to all consultants responding to newspaper advertisement. The local agency shall keep a record of all consultants that have downloaded RFP on line as well as those receiving an RFP through other means, to ensure that any inquiry responses, addendums, or amendments to the RFP are given to all consultants that received the RFP.

Conduct Proposer's Conference or Answer Written Questions

The local agency may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The local agency must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

Receive and Evaluate Technical Proposals

The Contract Administrator must verify that each proposal contains all of the forms and other information required by the RFP. If all required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed.

Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended. The members of the consultant selection committee must evaluate each proposal according to the technical criteria listed in the RFP. Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. The justification should state that the solicitation did not contain conditions or requirements that arbitrarily limited competition per 23 CFR 172(a)(1)(iv) (D) and competition is determined to be inadequate and it is not feasible or practical to re-compete under a new solicitation per 23 CFR 172(a)(3)(iii)(C). If only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks shall be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Develop Final Ranking and Notify Consultants of Results

The selection committee discusses and documents the strengths and weaknesses of each proposal; interviews the three or more highest ranked consultants (short listed); and develops a final ranking of the highest ranked consultants. All consultants that submitted proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Negotiate Contract with Top-Ranked Consultant

Cost proposal (for both Prime and all Subconsultant), and contract audit and review documents such as [Exhibit 10-K: Consultant Certification of Contract Costs and financial Management System](#) of Costs and Financial Management System and [Exhibit 10-A: A&E Consultant Financial Document Review Request and Checklist](#), whichever is applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)) should be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultants with their technical proposal.

The cost proposal for the most qualified consultant will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceeds to the next most qualified consultant. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the local agency. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals shall be returned to consultants.

Cost proposals in electronic form shall be submitted separately from the RFP and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and shall not be opened by the local agency or any private entity that the local agency uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of in accordance with the local agency's written policies and procedures.

The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations or terminating unsuccessful negotiations with the most qualified consultant. Items necessary for the independent cost estimate include, hours/detailed work, direct labor costs, indirect labor

costs, other direct costs, and profit/fee. Agencies must retain documentation of how the cost estimate was developed. It can be revised, if needed, for use in negotiations with the next most qualified consultant. A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) in this chapter). Local agency Contract Administrator ensures that all required documentations are provided to Caltrans IOAI within 10 days of written request, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Document Review until all required documentation is completed correctly and submitted. Negotiations should be finalized after addressing all deficiencies noted in the Caltrans IOAI Financial Review Letter if applicable. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan;
- Schedule and deadlines (for deliverables and final duration of contract);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;
- Cost items, payments, and fees. Fee is required to be negotiated as a separate element;
- Hours, level of effort by task and/or classification.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency. The local agency and the consultant will agree on the final cost proposal and incorporate into final contract. Retain all documentation related to negotiations.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see [Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#)), and adjustment or denial of ICR as identified in the Financial Review Letter has been included in the final cost proposal, if applicable.

Prior to contract award, the local agency must submit a completed [Exhibit 10-C](#) signed by the Contract Administrator for all new or amended federal funded A&E consultant contracts to aeoversight@dot.ca.gov for Caltrans review and acceptance. If there are any changes to the contract after Caltrans acceptance of [Exhibit 10-C](#), the local agency must notify Caltrans and provide a copy of an updated [Exhibit 10-C](#) and all contract amendments to aeoversight@dot.ca.gov. Execution of an A&E consultant contract without Caltrans acceptance may result in ineligibility for reimbursement. Submission of [Exhibit 10-C](#) to Caltrans HQ for acceptance is not required for non-A&E consultant contracts.

10.1.6 CONSULTANT SELECTION USING THE ONE-STEP RFQ METHOD

The RFQ method is used when the services being procured are specialized, or the scope of work is defined broadly and may include multiple projects.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews and scores the materials submitted by consultants in response to the RFQ, develops a shortlist of qualified consultants, interviews those consultants, and develops a final ranking of the most qualified consultants. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the scope of work to be contracted out and with the local agency standards that will be used in the contract.

Participation by a Caltrans district representative is at the option of the local agency and subject to the availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and all requirements are met.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Panel Member Conflict of Interest & Confidentiality Statement](#).

Develop Technical Criteria for Evaluation of Qualifications

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant qualifications. The criteria and relative weights must be included in the RFQ, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the state. The local agency should consult with the DLAE before making major changes to the suggested approach.

Develop Schedule for Consultant Selection

Before a contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm target dates with all selection committee members before completing the schedule.

Prepare RFQ

As a minimum, the RFQ generally includes the following:

- General description of the services or project(s);
- Scope of work;
- Schedule of work (including contract begin and end dates);

- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate sealed envelope. See [Exhibit 10-H: Sample Cost Proposal](#) for sample cost proposal formats;
- Contract audit and review process requirements (see [Section 10.1.3: A&E Consultant Audit and Review Process](#));
- Statement of Qualification (SOQ) format and required content to be submitted;
- Method and criteria and weights for selection;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- Consultants acting in a management support role requirements [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#); Protest procedures and dispute resolution process per 2 CFR Part 200.318(k).

The RFQ specifies the content of the SOQ, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand delivered if different from the mailing address. Two to four weeks is usually allowed between the time the RFQ is published and time that SOQs must be submitted. More time may be required for complex contracts or scope of work.

Items typically required in a statement of qualification include:

- Qualifications of key personnel (including consultant project manager) proposed for the contract. Key team members identified in the original proposal/cost proposal shall not change (be different than) in the executed contract;
- Staff resumes;
- Related projects that key personnel have worked on;
- Qualifications/experience of the firm;
- Organizational chart;
- Forecast or Schedule of work;
- Consultant DBE Commitment document, see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#);
- References.

Financial Management and Accounting System Requirements

The local agency must ensure that Consultant contract solicitation and advertising documents (RFQs) clearly specify that contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. The local agency must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Advertise for Consultants

The solicitation process for consultant services shall be by public advertisement or any other public forum or method that assures qualified in-State and out-of-State consultant are given a fair opportunity to be considered for award of contract. The RFQ must contain sufficient project work information, so that interested consultants can submit an appropriate SOQ.

Advertisements for RFQ may take one of two approaches. The most common is an advertisement or publication of the RFQ in a major newspaper of general circulation, technical publication of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting contract solicitations such as Bid Sync, PlanetBids, or posting the RFQ on other widely used websites. To document website postings, the local agency should retain copies of screen shots displaying the posted begin/end dates.

In the second approach, the local agency advertises the availability of the RFQ in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, or through a web hosting or clearing houses known for posting contract solicitations such as BidSync or PlanetBids, and requests that interested consultants send a letter of interest to the local agency for the RFQ. The RFQs shall then be sent to those firms who indicated interest in the RFQ. In some cases, it may be desirable to advertise nationwide for a particular project or service. This approach provides a registry for firms who received the RFQ and therefore facilitates the broadcast of any revisions or addenda to the RFQ, if necessary.

Issue/Publish RFQ

The local agency shall publish the RFQ online and also issue the RFQ to all consultants responding to newspaper advertisement. The local agency shall keep a record of all consultants that have downloaded the RFQ on line as well as those receiving an RFQ through other means, to ensure that any inquiry responses, addendums, or amendments to the RFQ are given to all consultants that received the RFQ.

Receive/Evaluate Statements of Qualifications and Develop Shortlist

The first step in the evaluation process is to determine that each SOQ contains all forms and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. If only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The consultant selection committee reviews the submitted SOQ according to the published evaluation criteria and weighting factors. The committee makes an independent random check of one or more of the consultant's references. This check applies to major subconsultants also. The committee establishes a shortlist of consultants who are considered to be best qualified to perform the contract work. The shortlist includes enough qualified consultants to ensure that at least three consultants are interviewed.

Notify Consultants of Shortlist

All consultants that submitted an SOQ must be notified of the results of the review. The notification also identifies those consultants (short list) that will be requested to attend interviews. Most consultants will request information as to why they were not placed on the shortlist. Therefore, the selection committee should keep notes why a particular consultant was not selected for the shortlist. When a consultant requests a debriefing, the reasons given for not being selected must be objective reasons. Consultants should not be compared with each other during the debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Interview Top-Ranked Consultants

Each consultant to be interviewed is given a copy of the draft of the proposed contract, defining the detailed scope of work, and/or description of required services, and other information. This should be sent with the initial notification of the interview.

Between the time of the notification of the shortlist and interviews, the local agency may answer any questions concerning the scope of work to be contracted out, if not done earlier during the solicitation. In addition, the local agency may conduct additional reference checks for each consultant to be interviewed. Consultants should submit their questions about the RFQ and receive their answers from the local agency in writing. It is required that all consultants on the shortlist receive the questions and answers and are given the same information.

The committee should evaluate reference checks and other information that is gathered independently. Reference checks shall be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks and other information may be discussed with the consultant at the interview.

Interviews are to be structured and conducted in a formal manner. Each consultant shall be allowed the opportunity to make a presentation if desired; however, a time limit should be specified. Interview questions are prepared in advance.

Two types of questions may be asked:

- Questions that are to be asked of all competing consultants, and
- Questions relating to each specific consultant, based upon the reference checks, and the strengths and weaknesses identified during evaluation of the SOQ

The agency can request competing consultants to bring additional information or examples of their work to the interviews; if the additional information facilitates the interview or evaluation process. Additional information requested should be kept at a minimum, that is, only

information required to select the most qualified consultant for the contract. The selection committee or local agency shall not gather additional information concerning the consultants after the interviews are completed.

Develop Final Ranking and Notify Consultants of Results

All consultants interviewed must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not selected as the most qualified. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective. Consultants should not be compared with each other or provided with information about other consultants during the debriefing.

Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing. The next two sections provide guidance when the RFQ is solicited for specialized services and additional information is required prior to cost negotiations with consultant. For on-call contracts, skip the next two sections and begin Negotiation phase.

Conduct Scoping Meeting

The Contract Administrator meets with the first-ranked consultant's project manager to review the project, and to ensure that the consultant has a complete understanding of the work that is required. The consultant is shown as much material as is available regarding the project. Any technical questions regarding the project are answered for the consultant.

Request Cost Proposal

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all of the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Negotiate Contract with Top-Ranked Consultant

Cost proposal (for both Prime and all Subconsultant), and contract audit and review documents such as [Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#) and [Exhibit 10-A: A&E Consultant Financial Document Review Request and Checklist](#), whichever

applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)) will be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultant with their statements of qualification.

After the top-ranked consultant submits a sealed cost proposal, the local agency reviews the cost proposal and compares it with the local agency's confidential detailed independent cost estimate and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the local agency the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated.

Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant.

At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals shall be returned to consultants.

Cost proposals in electronic form shall be submitted separately from the RFQ and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and shall not be opened by the local agency or any private entity that the local agency uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of by permanently deleting the cost proposals in accordance with local agency's written policies and procedures.

A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) earlier in this chapter). Local agency Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Review until all required documentation is completed correctly and submitted. Negotiations may be completed after receipt of the Caltrans IOAI Financial Review Letter. An indirect cost audit may be performed within the record retention period of the contract.

The items typically negotiated include:

- Work plan;
- Staffing plan;
- Schedule (including contract begin and end dates);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;

- Cost items, payments and fee. Fee is required to be negotiated as a separate element.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency. For on-call contracts, typically a price agreement is reached based on specific rate of compensation for the term of the contract. The subsequent task orders (or mini agreements for individual project work) is negotiated based on actual cost plus fee, or lump sum, which is derived from the wage rates agreed upon earlier for the on-call contract.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see [Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#)), and receive Caltrans IOAI's Financial Review acceptance letter, if applicable.

Prior to contract award, the local agency must submit a completed [Exhibit 10-C](#) signed by the Contract Administrator for all new or amended federal funded A&E consultant contracts to aeoversight@dot.ca.gov for Caltrans review and acceptance. If there are any changes to the contract after Caltrans acceptance of [Exhibit 10-C](#), the local agency must notify Caltrans and provide a copy of an updated [Exhibit 10-C](#) and all contract amendments to aeoversight@dot.ca.gov. Execution of an A&E consultant contract without Caltrans acceptance may result in ineligibility for reimbursement. Submission of [Exhibit 10-C](#) is not required for non-A&E consultant contracts.

10.1.7 CONSULTANT SELECTION USING THE TWO-STEP RFQ/RFP METHOD

Combined RFQ and RFP

Selecting consultants using the Two-Step RFQ/RFP method requires combining certain steps from each of the other two methods previously described. The consultants are rated based upon both their qualifications and their technical proposals. This procurement procedure involves a multiphase process with issuance of a request for qualifications (RFQ) whereby responding consultants are evaluated and ranked based on qualifications and an RFP is then provided to three or more of the most highly qualified consultants.

A different process may also be used that includes assessing minimum qualifications of consultants to perform services under general work categories or areas of expertise through a prequalification process whereby annual statements of qualifications and performance data are encouraged. These consultants are not ranked, and an RFP must be submitted to the entire list for evaluation and consideration. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

The initial steps in this method (up to the development and notification of the shortlist) are similar to the steps followed when using the One-Step RFQ method. At this point, the consultants from the shortlist are issued an additional RFP. The remaining steps are the same as the later steps followed in the One-Step RFP method. The combination of these steps is indicated in Figure 10-4: Consultant Selection Flowchart. Because it is a combination of the One-

Step RFQ and One-Step RFP methods, this method of consultant selection requires more work and time than the other two methods. Consequently, the combined RFQ/RFP method is recommended for use only when the scope of work is not clearly known, very complex or unusual.

The Two-Step RFQ/RFP is also well suited for procuring multiple on-call contracts through a single solicitation. The outcome of the first step RFQ will be multiple contracts, or on-call list of consultants. For multiple on-call contracts, project work will be procured thru subsequent competition or mini-RFPs amongst the on-call consultants. The mini-RFP or the task order will be negotiated with first ranked firm from each competition. Task order (mini-RFP) cost will be based on wage rates established in the master on-call contract, and the time and deliverable requirements in the task order.

Local agencies may also use this method to develop and maintain a pre-qualified file/list of consultant firms by specific work categories or areas of expertise or to create a bench list of evaluated and ranked consultants. The pre-qualified data file or interest list can be updated annually or every two years. This list contains minimum qualifications and has not gone through the evaluation process. The pre-qualification list must be maintained by the agency.

The mini-RFP contains evaluation criteria that matches the strengths of the qualified firms to the specifics of the known tasks, thereby selecting the most qualified firm for each task. The evaluation can include: availability of personnel, staff capabilities, DBE (10% or less of overall score), completion time, experience of consultant, specialized expertise, and past performance. The overall DBE goal was established at the master on-call contract.

Because it is a combination of the One-Step RFQ and One-Step RFP methods, this method of consultant selection requires more work and time than the other two methods. Consequently, the combined RFQ/RFP method is recommended for use when the scope of work is very complex or unusual.

Categorize work

Descriptions of the categories of work, deliverables and the minimum qualification standards for each category must be clearly identified.

The local agency may prequalify consulting firms in the following (or more) categories:

- Roadway Design
- Bridge Design
- Bridge Inspection
- Traffic Engineering
- Environmental Services
- Roadway Construction Inspection and Administration
- Landscape Architecture
- Land Surveying
- Intelligent Transportation System (ITS)
- Federal-aid Highway Project Development Support Services

Establish Minimum Qualifications

In an effort to ensure quality performance and results, a consultant should be required to meet certain minimum qualifications to be eligible for consideration in the pre-qualification process.

General criteria guidelines should be established for consultant selection for a pre-qualified list. The criteria may be established by an individual or a panel of subject matter experts for the specific task of developing the criteria. Some agencies also establish appropriate weights for each criterion. It may be necessary to modify the criteria to fit specific cases. When a RFQ is published, it should state the criteria that will be used in the selection process.

Criteria for evaluating statements of qualifications, may include but are not limited to:

- Special expertise and experience of the firm's key employees
- Proposed staffing (include number of licensed and specialized staff) for the project and previous experience of those identified
- Experience of the firm and their personnel on previous projects similar to the one under consideration
- Consultant DBE Commitment document (see Exhibit 10-O1)
- Professional references by the firm with the local agency
- Understanding of the project by the firm as demonstrated by their approach to organizing and management of the work
- Current workload of the firm and their ability to meet the proposed project schedule
- Quality of previous performance by the firm with the local agency
- Use of sub-consultants to accomplish work on the project
- Equipment the firm has available and proposes to use as compatibility with Computer-Aided Drafting and Design (CADD) and other equipment proposed to be used in accomplishing the work
- Familiarity with federal, state, and local codes, requirements, standards, and procedure
- Examples of minimum qualifications for work categories above are provided here based on Caltrans best practices.

Issue RFQ

The need for services of a consulting firm may be advertised in appropriate national, state, and local publications and web sites. Notices can also be sent to firms known to be qualified to do specific work, to professional societies, and to recognized Disadvantaged Business Enterprises (DBE) organizations. The advertisements and notices seek statements of interest and qualifications from consultants who are interested in the project. The DBE goal is established at the master on-call contract and included in the solicitation document.

The SOQ should list consulting firm details, names of principals, office locations, personnel by discipline, project experience and examples, current workload, types of service the firms are qualified to perform, and previous performance. Also, resumes of key persons, specialists, and other associates that may be assigned to the project or projects should be included. This

information should be the basis for evaluating and placing a consulting firm on a general pre-qualification list.

Federal regulations require that any procedures related to pre-qualifying consultant cannot restrict competition.

Pre-qualification of consultants may be allowed as a condition for submitting a technical proposal for a contract only if the period between the date of the issuance of the RFP and the deadline for submitting a technical proposal affords sufficient time to enable a consultant to obtain pre-qualification status.

Another practice is to qualify consultants on a project-by-project basis. This is accomplished for some agencies by advertising or publishing notices in national, state, and local publications for needed services for specific, individual projects. These notices include a precise project location, a defined preliminary scope of services to be performed, a specific schedule within which the work is to be completed, and a list of products and deliverables to be provided by the consultant. Specific project advertisements usually are published when the proposed project is large and complex, in-house resources are not available, special expertise is required, or the objectivity of an outside authority is desired.

Appropriate Federal-aid requirements should be complied with on Federal-aid projects.

Set-Up Evaluation Process

The first step in the evaluation process is to determine that each SOQ contains all forms, qualifications and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Documentation of when each SOQ was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

If all required information is not provided, a SOQ may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed.

Local agency must establish a process by which SOQs are evaluated and consultants who are deemed meeting the minimum qualifications are accepted and placed on a pre-qualified list. Whether the Local agency has a “committee” of experts evaluating the SOQs or individuals responsible for the evaluation, the process must be well defined, open and transparent. The pre-qualification process must also allow for consultants to be re-evaluated in cases of denials. The local agency must specify how long the pre-qualified list last, not to exceed two years. Federal regulation recommends refreshing the SOQs on an annual basis.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in Exhibit 10-T.

Evaluate Qualifications and Add Firm to List

All SOQs received should first be reviewed for completeness. Each response must contain all required forms and any other information requested in the advertisement. The response may be considered incomplete and rejected without further evaluation if all required information is not provided or if the submittal is late.

The qualifications of all responding firms are then reviewed according to established evaluation criteria or factors. The agency then establishes a short list of at least three consultants that are determined to be the most highly qualified to perform the required work. Firms not selected should be notified in writing.

Maintain List

Pre-qualification of a consultant expires in two years. Pre-qualified consultants must renew their pre-qualification status every two years. Firms can apply to be on the list at any time. After a period of two years, firms should re-apply (repeat the process of submitting SOQs) to be on the list. In addition to the required two-year renewal process, the consultant should also be required to update the firm's organizational structure within one year when there is a corporate/affiliate change, ownership control, type of work expertise, capacity, or any other major change.

If the consultant does not meet the minimum requirements and their SOQ is rejected, the committee must respond to the consultant explaining the reason for their rejection. The consultant is allowed to reapply to be on the list again provided the reasons for rejection are corrected.

The list of qualified firms can be maintained online through the agency's website. Firms can also apply to be on the list through the agency website for ease of operation.

Issue RFP to Pre-Qualified Consultants on List

An RFP is sent to the short-listed firms. The RFP should indicate the content of the technical proposal, technical review procedures, anticipated schedule of activities, scope of work, project description, where the technical proposals are to be delivered, the number of copies required, and the due date.

Some agencies receive the technical proposal orally as part of an interview conducted for this purpose. In these cases, written documentation may not be required.

Items typically required in a technical proposal include:

- Work plan
- Organization plan
- Schedule for meeting time frame
- Available computer equipment and programs
- Staffing plan and resumes including sub-consultants
- Pre-award audit/financial package information (if deemed appropriate)
- Examples of similar work previously completed
- Sub-consultants, DBE, their proposed participation, and other related information

Conduct Proposer's Conference or Answer Written Questions

The local agency may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The local agency must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

Receive and Evaluate Technical Proposals

The Contract Administrator must verify that each technical proposal contains all forms and other information required by the RFP. If all required information is not provided, a technical proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed. Documentation of when each technical proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The members of the consultant selection committee must evaluate each technical proposal according to the technical criteria listed in the RFP. A minimum of three technical proposals must be received and evaluated.

If only two technical proposals are received, a justification must be documented to proceed with the procurement. If only one technical proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (LAPM Exhibit 12-F) must be documented. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks shall be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Develop Final Ranking and Notify Consultants of Results

The selection committee discusses and documents the strengths and weaknesses of each technical proposal, interviews the three or more highest ranked consultants (shortlisted), and develops a final ranking of the highest ranked consultants. All consultants that submitted technical proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract

Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Request Cost Proposal and Negotiate Contract with Top-Ranked Consultant

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all of the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Cost proposal (for both prime and all subconsultants) and contract audit and review documents, such as Exhibit 10-K and Exhibit 10-A, whichever applicable (see *Section 10.1.3: A&E Consultant Audit and Review Process*), will be submitted in a separate sealed envelope.

After the top-ranked consultant submits a sealed cost proposal, the local agency reviews the cost proposal and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the local agency the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated. Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals shall be returned to consultants.

A contract audit and review may be required (see *Section 10.1.3: A&E Consultant Audit and Review Process*). The local agency Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Conformance Review, if applicable. Negotiations may be completed after receipt of the Caltrans IOAI Conformance Letter. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan
- Schedule and deadlines (for deliverables and final duration of contract)
- Products to be delivered
- Classification, wage rates, and experience level of personnel to be assigned

- Other Direct Cost items, and profit or fee

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency.

The local agency and the consultant will agree on the final cost proposal and incorporate into final contract.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see *Exhibit 10-C*), and all deficiencies identified in the Conformance Letter have been addressed and resolved, if applicable. The completed checklist is to be signed by the Contract Administrator and the original retained in the project file, one copy is to be sent to the DLAE (for review of completeness) and filing within 30 days after awarding the contract.

10.1.8 COMPLETING THE PROJECT

Develop the Final Contract

The Contract Administrator requests a revised cost proposal from the consultant after: (1) negotiations have been completed, (2) the local agency and consultant have agreed to a fair and reasonable price, and (3) a letter, if applicable, is released by Caltrans IOAI that accepts, denies or makes an adjustment to the proposed ICR. The Contract Administrator should review the revised cost proposal to ensure that all the items and changes discussed during negotiation were included. This revised cost proposal then becomes the final cost proposal, is attached to and made a part of the consultant contract. Sample contract language and format have been included as [Exhibit 10-R: A&E Boilerplate Agreement Language](#).

The Contract Administrator has responsibility to ensure that the final negotiated contract is complete and has verified that all required backup documents have been provided. Copies of the contract are sent to the consultant for signature first.

Review and Approval of Contracts

Proposed contracts for consultant services (including subcontracted work) must be reviewed by the local agency to verify that:

- Compensation is fair and reasonable and includes prevailing wage rates, if applicable;
- Work activities and schedules are consistent with the nature and scope of the project;
- DBE goal *Exhibit 10-O2: Consultant Contract DBE Commitment* is included for all contracts regardless of goal.;
- [Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#) (for Prime and Subs), and [Exhibit 10-A: A&E Consultant Financial Document Review Request](#) and Checklist and all supporting documents, if applicable (contracts above \$150,000), have been submitted to Caltrans IOAI;

- If applicable, adjustment or denial of the ICR identified in the Financial Review Letter have been included in the final cost proposal;
- [Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#) must be used to ensure that required documentation has been provided;
- A cost proposal (see [Exhibit 10-H: Sample Cost Proposal](#)), must include the costs of materials, direct salaries, payroll additions, other direct costs, indirect costs, fees, and backup calculations.

Before approving a contract for consulting services, the Contract Administrator must be satisfied that the consultant's organization:

- Is qualified to perform the services required;
- Is in a position, considering other work commitments, to provide competent and experienced personnel to perform the services in the time allowed;
- Is fully aware of all applicable federal and state laws including implementing regulations, design standards, specifications, previous commitments that must be incorporated into the design of the project, and administrative controls including those of Caltrans and FHWA.
- Has an adequate financial management system as required by the applicable federal regulations.
- Is not disbarred or suspended from state or federally funded contracts. Per 23 CFR 172.7(b)(3) "A contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180.

The contract must provide for a defined level of acceptability and a statement to the effect that the consultant may be required to modify its work as necessary; to meet that level of acceptability as defined in the contract. The contract shall provide for local agency reviews at appropriate stages during performance of the work, to determine if any changes or other actions are warranted.

The contract shall provide that the consultant and subconsultants shall maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred. Such materials must be available for inspection and audit by federal, State, and local agency authorized representatives; and copies thereof shall be furnished, if requested.

Following final settlement of the contract accounts with the State or FHWA, such records and documents may be archived at the option of the local agency and shall be retained for a three-year period after processing of the final voucher by FHWA.

Execute Contract and Issue Notice to Proceed to Consultant

The Contract Administrator sends the consultant a fully executed copy of the contract with an original signature and issues a notice to proceed. Funds may not be used to reimburse the agency for any work or costs incurred before the Authorization to Proceed is issued, or for

consultant costs incurred prior to the execution of the consultant contract. All executed contracts shall have a begin and end date. Local agency consultant selection and contract execution costs may be reimbursable.

For on-call contracts, a fully executed copy of the contract with original signatures will be sent to the consultant. Each subsequent task order (for individual project) will be accompanied with a copy of the signed task order and a Notice to Proceed, once it is negotiated and approved. Task order expiration dates may not exceed the Master On-call agreement end date.

Administer the Contract

Project work begins as specified in the contract after the notice to proceed is issued to the consultant. Thereafter, the local agency manages and administers the contract to ensure that a complete and acceptable product is received on time, within standards, and within budget and terms of the contract.

Contract administration activities help to ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

- Monitoring project progress and compliance with contract requirements;
- Receiving, reviewing and assessing reports, plans, and other required products/deliverables;
- Receiving and reviewing state prevailing wages. (See Department of Industrial Relations websites below.
 - [DIR FAQ](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html) website:
http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
 - [DIR Wage Determination](http://www.dir.ca.gov/oprl/DPreWageDetermination.htm) website:
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- Reviewing invoices to ensure costs claimed are in accordance to the method of payment and contract cost proposal, approving payments;
- If new consultant personnel are added or substituted, labor rates must be verified prior to approving invoices.
- Record keeping and reporting;
- Controlling costs;
- Identifying changes to the scope of work and preparation of amendments (must ensure that any changes to the scope is within the constraints of the original RFP/RFQ;
- Completing the consultant performance evaluations (see [Exhibit 10-S: Consultant Performance Evaluation](#)).

Substitution of Consultant Personnel and Subconsultants

After contract execution the consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or subconsultants without prior written

approval from the local agency. Refer to LAPM Chapter 9: *Civil Rights & Disadvantaged Business Enterprise* and Title 49 CFR 26 for DBE substitution requirements. To do so can result in the costs being ineligible for federal or state reimbursement. The consultant must request and justify the need for the substitution and obtain approval from the local agency prior to use of a different subconsultant on the contract.

The proposed substituted person must be as qualified as the original, and at the same or lower cost. For engineering types of consultant contracts, the consultant's project manager must be a registered engineer in the State of California.

Invoicing (or Progress Payments)

The frequency and format of the invoices/progress payments are to be determined by the contract. Program Supplement Agreements (see [LAPM Chapter 3: Project Authorization](#)) need to have been prepared prior to any payments being requested. Payments to the consultant are to be in arrears. In other words, the consultant must have actually incurred and paid the costs before invoicing the local agency.

For federal reimbursement of consultant costs on a project, the local agency must submit the following to the DLAE, for each consultant or consulting firm used on the project (failure to do so will result in the consultant's invoices for reimbursement being returned to the agency unprocessed):

- Copy of Executed Consultant contract;
- [Exhibit 10-O1: Consultant Proposal DBE Commitment](#)
- [Exhibit 10-O2: Consultant Contract DBE Information](#)

DLAE must confirm that the local agency has submitted copies of [Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#) (for Prime and Subconsultants) to Caltrans IOAI and received acceptance of [Exhibit 10-C: Consultant Contract Reviewers Checklist](#) from Caltrans.

The local agency is to follow the procedures given in [LAPM Chapter 5: Invoicing](#), to obtain reimbursement of federal or state funds.

Contract Amendments

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs. Only work within the original advertised scope of services shall be added by amendment to the contract. The addition of work outside the original advertised scope will make that work ineligible for federal or state reimbursement (see [Q&As](#) at: http://www.fhwa.dot.gov/programadmin/172qa_01.cfm).

There is no prescribed format for contract amendments. They may take the form of letter-type agreements meeting the legal requirements of the local agency, clearly outlining the changes and containing a mutually agreed upon method of compensation. Such agreements must conform to the requirements of this manual with regard to payment.

A consultant contract may be amended at any time prior to the expiration date of the original contract. The most common amendment is to extend the ending date of the contract. All contract amendments must be fully executed before the ending date of the contract. Failure to amend a contract prior to the ending date will make the subsequent costs ineligible for federal and state reimbursement.

For on-call consultant contracts, the amendment is restricted to the work (task order) that has already been started by the consultant and can not include any new work. Task orders are not considered an amendment and therefore not appropriate to extend the terms of the contract.

All contract amendments shall be negotiated following the same procedures as the negotiation of the original contract and must be in writing and fully executed by the consultant and local agency before reimbursable work begins on the amendment. For any additional engineering and design related services outside of the scope of work established in the original solicitation, a contracting agency shall either procure the series under a new solicitation, perform the work itself using agency staff, or use a different, existing contract under which the services would be within the scope of work. Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts. If an emergency exists of such magnitude that a delay cannot be tolerated, the local agency and the consultant may agree on an amendment initiating the work, so that reimbursable work may begin. The initiating amendment is then followed by a final amendment once the full scope of the emergency work is known and agreed to by both parties. In both cases, sufficient funding should be included in the amendments to pay for all work to be performed by the consultant. The final amendment must be executed as quickly as possible. Failure to fully comply with this section may result in the loss of local agency funding. [Section 10.1.3: A&E Consultant Audit and Review Process](#) of this chapter shall apply to the entire contract and must be completed prior to execution of the contract amendment. All amendments shall incorporate any current requirements of the federal regulations including the federal fiscal provisions and submit [Exhibit 10-C: Consultant Contract Reviewers Checklist to aeoversight@dot.ca.gov for review](#) completing Section D for amendments.

Performance Evaluation

Pursuant to 23 CFR §172.9(d)(2) agencies are required to prepare an evaluation of the consultant when the project has been completed. The Contract Administrator evaluates the consultant's performance after the consultant's final report has been submitted, and the Contract Administrator has conducted a detailed evaluation with the consultant's project manager. See [Exhibit 10-S: Consultant Performance Evaluation](#) for a suggested format for use by the local agency.

Project Records

Federal-Aid Highway Program funding recipients and sub-recipients must maintain adequate and readily accessible project performance and financial records, supporting documents, and other records considered pertinent to the grant agreement and in compliance with Federal laws and regulations (e.g., 23 USC 112; 40 USC 1101-1104, 23 CFR 172, 48 CFR 31, and 2 CFR Part

200). These records shall be maintained for a minimum of three (3) years following issuance of the final voucher from FHWA (forwarded by Caltrans) and the closure of all other pending matters (2 CFR Part 200.333).

For audit purposes, project records and documentation shall be kept for three (3) years after payment of the final federal or state voucher. Among the records to be retained are as follows (not an all-inclusive list):

- Copies of RFPs and RFQs, changes, addendums, etc. and bidder's list;
- Documentation of DBE participation (including [Exhibit 10-O1: Consultant Proposal DBE Commitment](#) and [Exhibit 10-O2: Consultant Contract DBE Commitment](#));
- Solicitation and advertisement records;
- Identification of selection committee members;
- Record of receiving proposals, statement of qualifications;
- Evaluation and ranking records such as original score sheets from all panel members, short list questions and other documentation (see [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#));
- Independent cost estimate (prepared in advance of requesting a cost proposal from the top-ranked consultant);
- Record of negotiations (to include a separate negotiation of profit in accordance with federal guidelines);
- Financial Review Letter and Cognizant Agency Letter, when applicable;
- CPA-audited ICR Audit Report or Approved State DOT Cognizant Indirect Rate Letter, if any;
- Consultant Certification of Costs and Financial Management ([Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#)) for contracts over \$150,000 or more;
- A&E Consultant Audit Request Letter and Checklist ([Exhibit 10-A: A&E Consultant Audit Request Letter and Checklist](#)) for contracts over \$150,000 and all supporting documentation.
- Executed consultant contracts, cost proposals and amendments (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#) and [Exhibit 10-H: Sample Cost Proposal](#));
- Contract oversight and progress meeting documents;
- Progress and final payments, and supporting documentation;
- Performance evaluation (see [Exhibit 10-S: Consultant Performance Evaluation](#));
- Consultant contract checklists (see [Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#));

- Accounting records documenting compliance with State and federal administrative requirements;
- Certifications and Conflict of Interest forms ([Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#), all personnel involved in the procurement of the agreement should complete Exhibit 10-T [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) and [Exhibit 10-Q: Disclosure of Lobbying Activities](#), as appropriate). Exhibit 10-Q is included in the solicitation and shall be completed if the consultant needs to disclose any lobbying activities.

Retention Clauses

At the option of the local agency, a retention clause may be included in the consultant contract. A retention clause in the consultant contract is recommended (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XXXI).

Review of Local Agency Actions

Federal-aid or state reimbursement is contingent on meeting the federal or state requirements and can be withdrawn, if these procedures are not followed and documented. The local agency files are to be maintained in a manner to facilitate future FHWA or Caltrans process reviews and audits. As specified in the Review and Approval of Contracts above, the Contract Administrator must review the proposed consultant contract before execution.

[Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#) is to be completed and signed. A copy shall be emailed to Caltrans at aeoversight@dot.ca.gov prior to contract award for acceptance. This acceptance of [Exhibit 10-C](#) must be retained in the local agency project files.

10.1.9 MISCELLANEOUS CONSIDERATIONS

Agreements with Other Governmental Agencies

Intergovernmental or inter-entity agreements are encouraged if appropriate. If another governmental agency is requested to do work or provide services to an agency, an interagency agreement is needed. See 2 CFR 200 and CA Government Codes 10340 and 11256.

Small Purchase Contracts

Contracts that are less than \$250,000 are considered small contracts in accordance with federal regulations. However, within the State of California, there is not a recognized small purchase procedure. For federal contracts that are less than \$250,000 and are not anticipated to exceed this amount, the agency shall use the *State-Only Funded A&E Contracts: Section 10.2*. If the contract is anticipated to exceed \$250,000, use one of the accepted procurement procedures listed in the previous sections. Small contracts using the simplified acquisition procedure shall not exceed \$250,000 or the additional costs are considered not reimbursable. The entire contract could also be considered ineligible by FHWA depending on circumstances. The scope of work, project phases, and contract requirements shall not be broken down into smaller components to

permit the use of small purchase procedure. DBE requirements apply for all federally funded projects.

Noncompetitive Negotiated Contracts (Sole-Source)

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under sealed bids or competitive proposals (23 CFR 172.7(a)(3)).

FHWA considers these types of contracts as Sole Source contracts and should be used only in very limited circumstances. A Public Interest Finding prepared by the local agency and approved by Caltrans is required before establishing these services (23 CFR 172.7(a)(3); also see [Exhibit 12-F: Cost-Effectiveness/Public Interest Finding](#)).

Conditions under which noncompetitive negotiated contracts may be acceptable include:

- Only one organization is qualified to do the work;
- An emergency exists of such magnitude that cannot permit delay;
- Competition is determined to be inadequate after solicitation of a number of sources.

The local agency shall:

- Follow its defined process for noncompetitive negotiation;
- Develop an adequate scope of work, evaluation factors, and cost estimate before solicitation;
- Conduct negotiations to ensure a fair and reasonable cost.

The local agency must carefully document details of the special conditions, obtain Caltrans approval on a Public Interest Finding and retain all documents in the project files for future Caltrans' or FHWA's review.

A Public Interest Finding (see [Exhibit 12-F: Cost-Effectiveness/Public Interest Finding](#)) is not required for a local agency to be reimbursed for contract administration activities associated with non-infrastructure type projects such as many Safe Routes to School or Transportation Alternatives Program projects.).

Personal Services Contracts

A personal services contract is characterized by the employer-employee relationship created between the local agency and the contract personnel who essentially perform similar duties as the employees. Such services must be under the direction and control of a full-time employee of the local agency in responsible charge. Compensation for construction engineering services should be based on actual costs incurred, plus a fixed fee, or in the case of individual compensation on an agreed-upon hourly or daily rate. Lump sum payments should not be used for construction engineering services.

For personal service contracts, the following information must be documented by the local agency and retained in the project files:

- Explanation of the services needed, and why they cannot be provided by the local agency;
- Name and qualification of the consultant, who provided the services;
- Documentation of the fees showing how the fee was calculated, and that it is reasonable by comparative standards;
- Any other records needed to show compliance with federal-aid program regulations.

Retaining a Consultant as an Agency Engineer or in Management Support Role

A local agency may retain qualified consultants in a management support role on its staff in professional capacities for federal-aid projects such as:

- A City Engineer (or equivalent) who manages the engineering unit for the city, providing oversight of a project, series of projects, managing or directing work of other consultants or contractors on behalf of the City.
- A County Engineer (or equivalent) who manages the engineering unit for the county such as duties described above.
- A Project Manager (or equivalent) who manages and oversees a project, series of projects or the work of other consultants and contractors on behalf of the public agency
- A Program Manager (or equivalent) who manages and oversees an element of a highway program, function, or service on behalf of the public agency

However, typically a consultant in a management support role is not:

- A consultant engineer performing project-specific design, and/or construction contract administration and construction engineering for the public agency
- A consultant providing support to administrative duties such as federal authorization process, labor compliance activities, and other management and administrative tasks.

The use of a consultant in a management support role should be limited to unique or very unusual situations. These situations require a thorough justification as to why the local agency cannot perform the management. Consultants used in management support roles must be selected using the same procedures as those for other consultants specified in this chapter. Consultants in a Management Support Role funded by local or state funds must have approval from FHWA to be considered qualified to manage federal projects or consultants providing services on federal projects.

Eligibility for federal or state reimbursement for a consultant in a management support role requires the following:

- Compliance with the selection procedures specified in this chapter;
- Existence of a contract between the local agency and the consultant specifying the local agency engineering services to be performed;
- Written designation by the local agency of the responsibilities and authority of the consultant as an agency engineer;

- For a federal-aid project, completion of [*Exhibit 10-T: Conflict of Interest & Confidentiality Statement*](#) by all members (both consultants and employees) prior to participating in the Architect & Engineering (A&E) Selection Panel pertaining to the specific selection process and the firms being considered;
- Selection of consultants for A&E management positions shall be by the use of qualification based selection procedures on an open and competitive basis resulting in a contract with defined beginning and ending dates not to exceed five (5) years;
- For a federal-aid project, a local agency consultant in a management support role shall not:
 - Participate in, or exercise authority over the A&E selection process, if that consultant's firm is one of the proposing firms, or subconsultant to a proposing firm;
 - Participate in, or exercise authority over management of work performed by the consultant's firm, or to a consultant's firm of which the local agency consultant firm is a subconsultant. This would include, but not be limited to, managing or directing the work, approving changes in the schedule, scope, or deliverables; and approving invoices.
 - Apply for or receive reimbursement of federal-aid funds for the local agency's federal-aid project if either of the foregoing has occurred. However, reimbursement for the construction contract portion of the project will still be allowed provided all other federal-aid requirements have been met.
 - Where benefiting more than a single federal-aid project, allocability of consultant contract costs for services related to a management support role shall be distributed consistent with the cost principles applicable to the contracting agency in 23 CFR 172.7(b)(5).

If engineering services for a project are within the scope of the services described in the retained consultant's contract, these services may be performed by the person or firm designated as an agency engineer. If the services are not within the scope, eligibility for federal reimbursement for these services require a new consultant contract to be developed using the selection procedures in this chapter. Retained consultants involved in the preparation of the RFP or RFQ shall not be considered in the selection of consultants for the resulting project specific work.

When engineering or architectural consultants in a management support role are procured with federal-aid funds, the local agency (subgrantee) shall fully comply with the following:

- Subparagraphs of 2 CFR 200.318 maintain a contract administration system and maintain a written code of standards. No employee, officer or agent of the subgrantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- Subparagraph of 23 CFR §172.7(b) requires that the local agency shall receive approval from FHWA. In addition, any federal-aid projects designated as Projects of Division Interest may also need approval from FHWA.

- Liability insurance should normally be required from the consultant (errors and omissions, etc.).

For federally funded projects, local agencies that solicit to hire A&E consultant(s) in a management support role must obtain FHWA approval prior to contract execution.

In order for a contract for a consultant in a management support role to be federally eligible, the following are required prior to contract execution:

- The local agency shall submit a request for approval via email, the Scope of Work (SOW) and Conflict of Interest (COI) Policy to the Division of Local Assistance-Headquarters (DLA-HQ) at aeoversight@dot.ca.gov, prior to solicitation.
- Once the local agency receives FHWA's written response, the local agency may need to revise the documents reflecting FHWA's opinions and can proceed with the RFQ.
- After consultant selection, the local agency shall submit the completed [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) to the DLA-HQ at aeoversight@dot.ca.gov. Local agency will receive FHWA's approved [Exhibit 10-U](#) via email.

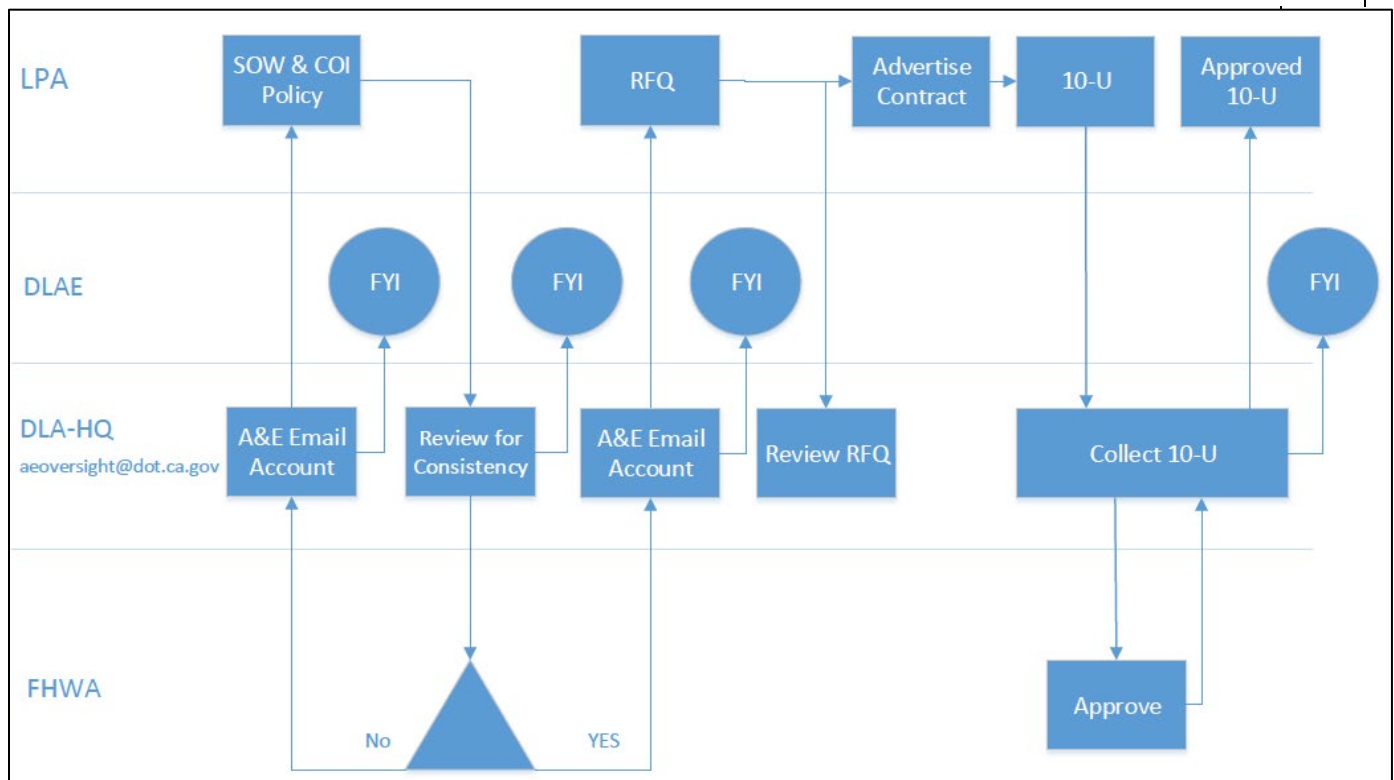


Figure 10-5: Consultant in a Management Support Role Flowchart

Construction Engineering Services

Under federal-aid regulations and state policy, the primary responsibility for general supervision of construction must remain with the local agency. The local agency must also ensure that the work is performed in accordance with the approved plans and specifications, by employing or retaining as a consultant a registered engineer for construction engineering services on the project.

All construction engineering activities performed by a consultant must be under the overall supervision of a full-time employee of the agency who is in responsible charge. These activities may include preparation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications. The construction engineering consultant's contract defines the relative authorities and responsibilities of the full-time employee of the local agency in charge of the project and the consultant's construction engineering staff.

If a technical inspection consultant is to provide professional assistance to the local agency, a formal consultant contract must be executed which follows this chapter's requirements. The contract shall provide for reviews at appropriate stages during performance of the work to determine if any changes or other actions are warranted. These reviews are to be made by the local agency.

10.1.10 PROGRAM MANAGEMENT

According to 23 CFR §172.5, local agencies are required to adopt written policies and procedures prescribed by Caltrans. The local agency shall adopt Caltrans Local Assistance Chapter 10: *Consultant Selection*. Local agencies are responsible for providing all resources necessary for the procurement, management, and administration of A&E consultant contracts including subcontracts. Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;

- Monitoring the consultant's work and compliance with the terms, conditions, and specifications of the contract;
- Preparing a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services;
- Closing-out a contract;
- Retaining supporting programmatic and contract records, as specified in 2 CFR 200.333 and the requirements of this part;
- Determining the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;
- Assessing administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and

- Resolving disputes in the procurement, management, and administration of engineering and design related consultant services.

An example resolution is located at:

<http://www.dot.ca.gov/hq/LocalPrograms/AE/2018/P&P-Adoption-Resolution.doc>












10.1.11 REFERENCES

- [*23 CFR, Part 172*](#)
Administration of Engineering and Design Related Service Contracts
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=23:1.0.1.2.3>
- [*40 USC, Section 1104*](#)
Brooks Act <http://www.fhwa.dot.gov/programadmin/121205.cfm>
- [*41 CFR*](#)
Public Contracts and Property Management
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title41/41tab_02.tpl
- [*41 USC*](#)
Public Contracts
<http://law.onecle.com/uscode/41/index.html>
- [*23 USC*](#)
Letting of Contracts
<http://www.fhwa.dot.gov/map21/docs/title23usc.pdf>
- [*48 CFR, Chapter 1, Part 15.404*](#)
<https://www.acquisition.gov/far/html/FARTOCP15.html>
- [*48 CFR, Chapter 1, Part 31*](#)
<https://www.acquisition.gov/far/html/FARTOCP15.html>
- [*Title 48, Part 16 – Types of Contracts*](#)
<http://www.elaws.us/subscriber/signin?returnurl=http://federal.elaws.us/cfr/title/4/10/2013/title48/chapter1/part16&IsHistory=1&AspxAutoDetectCookieSupport=1>
- [*48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts*](#)
<https://www.law.cornell.edu/cfr/text/48/part-27/subpart-27.3>
- [*48 CFR 31.201-3*](#)
<https://www.gpo.gov/fdsys/pkg/CFR-2011-title48-vol1/pdf/CFR-2011-title48-vol1-sec31-201-6.pdf>
- [*48 CFR, Chapter 99 – Cost Accounting Standards, Subpart 9900*](#)
<https://www.gpo.gov/fdsys/granule/CFR-2002-title48-vol7/CFR-2002-title48-vol7-chap99>

- [2 CFR Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=eb0db4a32ce93fdc5815e6fe58791d9d&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
http://www.ecfr.gov/cgi-bin/text-idx?SID=eb0db4a32ce93fdc5815e6fe58791d9d&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- [49 CFR, Part 26](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl)
Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl
- [American Association of State Highway and Transportation Officials \(AASHTO\) Uniform Audit and Accounting Guide](http://audit.transportation.org/Pages/default.aspx)
<http://audit.transportation.org/Pages/default.aspx>
- [Caltrans Division of Procurement and Contracts Website](http://www.dot.ca.gov/dpac/index.html)
<http://www.dot.ca.gov/dpac/index.html>
- [California Labor Code, Section 1775](http://law.onecle.com/california/labor/1775.html)
<http://law.onecle.com/california/labor/1775.html>
- [Government Auditing Standards \(GAS\) issued by the United States Government Accountability Office](http://www.gao.gov/yellowbook/overview)
<http://www.gao.gov/yellowbook/overview>
- [Government Code Sections 4525 through 4529.5](http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=04001-05000&file=4525-4529.5)
<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=04001-05000&file=4525-4529.5>
- [OMB Circular A-110](https://www.whitehouse.gov/omb/circulars_a110)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
https://www.whitehouse.gov/omb/circulars_a110
- [Standard Environmental Reference \(SER\)](http://www.dot.ca.gov/ser/)
<http://www.dot.ca.gov/ser/>

FHWA: this is the new State-Only funded section that will be used for state-only funded projects.

10.2: STATE-ONLY FUNDED A&E CONTRACTS

A&E State-Only	<i>Division of Local Assistance Minimum Requirements for State-only funded A&E Contracts</i>
	A. Written Procedures
	B. Conflict of Interest
	C. Records
	D. Full & Open Competition
	E. Selection Basis
	F. Publication
	G. Solicitation
	H. Cost Analysis
	I. Negotiations
	J. Audit and Review Process
	K. Exhibit 10-C.2: State-Only Funded A&E Consultant Contracts

10.2.1 GENERAL

Local Agencies are required to follow all applicable local and state regulations including those listed in LAPM Chapter 10 in accordance with their State Master Agreement. Although the requirements listed in this section are minimum requirements, the local agency shall use good engineering judgment and best practices to document their processes and procedures when procuring A&E contracts utilizing qualifications based selections.

All consultants must comply with 48 Code of Federal Regulations (CFR) Part 31: *Contract Cost Principles and Procedures*. Also, consultants and Local Agencies must comply with 2 CFR Part 200: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, excluding sections §200.318-200.326 *Procurement Standards* (reference Federal Highway Administration December 4, 2014 Memorandum [Action: 2 CFR 200 Implementation Guidance, Attachment A](#)).

Agency state-only funded (SOF) agreements must contain the required federal fiscal provisions from 2 CFR 200 in all Division of Local Assistance funded agreements. Exhibit 10-R: *A&E Boilerplate Agreement Language* contains 2 CFR 200 requirements and may also be used in SOF agreements. Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

All proposed A&E contracts and supporting documents (including state-only funded) are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government and required to follow LAPM Section 10.1.3 *A&E Consultant Audit and Review Process*.

For consultant contracts, procured with local or state funds, to provide services for federal-aid projects, or to oversee or manage other consultants providing these services, the Consultant in Management Support Role process must be completed to be eligible for reimbursement. Refer to Chapter 10.1.9 Miscellaneous Considerations: *Retaining a Consultant as an Agency Engineer or in a Management Support Role* <http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch10.pdf>.

DBE contract goals are not required for state-only funded contracts.

This guidance is for contracts utilizing state funds only. If any federal funds are added or reimbursed, the federal process must be followed.

Non-A&E consultant contracts reference LAPM Section 10.3: *Non-A&E Contracts*.

Reference: *California Government Code Title 1, Division 5, Chapter 10, Contracts with Private Architects, Engineering, Land Surveying, and Construction Project Management Firms §4525-4529.5.*

10.2.2 DEFINITION OF A&E

Architectural, landscape architectural, engineering, environmental, and land surveying services includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

Construction project management means those services provided by a licensed architect, registered engineer, or licensed general contractor. Any individual or firm proposing to provide construction project management services shall provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.

Environmental services mean those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws.

Reference: *California Government Code §4527*

10.2.3 MINIMUM AUDIT REQUIREMENTS

A. Written Procedures

Local agencies shall follow the minimum requirements listed below in addition to any local laws and regulations.

Reference: *California Government Code §4526*

B. Conflict of Interest

The local agency must develop and maintain a written code of conduct governing the performance of its employees engaged in the award and administration of state funded contracts, including the prevention of conflicts of interest.

References:

California Government Code §4526

California Government Code §1090

California Government Code §4529.12

C. Records

Local agencies shall keep adequate records of all contracts including the procurement, project management, accounting and financial administration.

References:

California Government Code §4529.14

California Government Code §4006

D. Full & Open competition

All A&E contracts shall be procured through a qualifications based selection utilizing open and fair competition. Evaluate at least three consultants using published evaluation criteria and rank these firms in order of preference.

References:

California Government Code §4526

California Government Code §4527

E. Selection Basis

Selection of a firm shall be based on qualifications and the order of ranked preference.

References:

California Government Code §4526

California Government Code §4527

F. Publication

Solicitations for A&E contracts shall be in a manner that is open and competitive.

Reference: *California Government Code §4527*

G. Solicitation

The solicitations shall include published evaluation criteria to rank in order of preference. Clearly define expectations in the solicitation in order to evaluate firms.

Reference: *California Government Code §4527*

H. Cost Analysis

An independent cost comparison to the consultant's cost proposal shall be done in order to ensure the contract is negotiated at a fair and reasonable price.

Reference: *California Government Code §4528*

I. Negotiations

Negotiations must be documented to verify a fair and reasonable contract has been executed using public funds.

Reference: *California Government Code §4528*

J. Audit and Review Process

A&E contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits. All agencies shall follow the Audit and Review Process as stated in LAPM Section 10.3: *A&E Consultant Audit and Review Process*.

<http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch10.pdf>

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter10/10a.pdf>

Reference: *California Government Code §4529.14*

K. Exhibit 10-C.2: State-Only Funded A&E Contracts

Exhibit 10-C.2: *State-Only Funded A&E Consultant Contract Reviewers Checklist* must be sent to aeoversight@dot.ca.gov for review prior to contract award.

CA Government Code References

California GOV §1090

(a) Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they

are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.

(b) An individual shall not aid or abet a Member of the Legislature or a state, county, district, judicial district, or city officer or employee in violating subdivision (a).

(c) As used in this article, "district" means any agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.

California GOV §4006

Plans, specifications, work authorizations describing work to be performed, and all other information referred to in this chapter are open to inspection and examination as a public record.

California GOV §4525

For purposes of this chapter, the following terms have the following meaning:

(a) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.

(b) "State agency head" means the secretary, administrator, or head of a department, agency, or bureau of the State of California authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(c) "Local agency head" means the secretary, administrator, or head of a department, agency, or bureau of any city, county, city and county, whether general law or chartered, or any district which is authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(d) "Architectural, landscape architectural, engineering, environmental, and land surveying services" includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

(e) "Construction project management" means those services provided by a licensed architect, registered engineer, or licensed general contractor which meet the requirements of Section 4529.5 for management and supervision of work performed on state construction projects.

(f) "Environmental services" means those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws. "Environmental services" also includes the processing and awarding of claims pursuant to Chapter 6.75 (commencing with Section 25299.10) of Division 20 of the Health and Safety Code.

California GOV §4526

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. In order to implement this method of selection, state agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services shall adopt by regulation, and local agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services may adopt by ordinance, procedures that assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public

agencies. Furthermore, these procedures shall assure maximum participation of small business firms, as defined by the Director of General Services pursuant to Section 14837.

In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when those employees have a relationship with a person or business entity seeking a contract under this section which would subject those employees to the prohibition of Section 87100.

California GOV §4527

In the procurement of architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services, the state agency head shall encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data.

(a) When the selection is by a state agency head, statewide announcement of all projects requiring architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services shall be made by the agency head through publications of the respective professional societies. The agency head, for each proposed project, shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with no less than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based upon criteria established and published by him or her, no less than three of the firms deemed to be the most highly qualified to provide the services required.

(b) When the selection is by a local agency head, the agency head may undertake the procedures described in subdivision (a). In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when these employees have a relationship with a person or business entity seeking a contract under this section.

California GOV §4528

(a) When the selection is by a state agency head the following procedures shall apply:

(1) The state agency head shall negotiate a contract with the best qualified firm for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services at compensation which the state agency head determines is fair and reasonable to the State of California or the political subdivision involved.

(2) Should the state agency head be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the agency head determines to be fair and reasonable to the State of California or the political subdivision involved, negotiations with that firm shall be formally terminated. The state agency head shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the state agency head shall terminate negotiations. The state agency head shall then undertake negotiations with the third most qualified firm.

(3) Should the state agency head be unable to negotiate a satisfactory contract with any of the selected firms, the state agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this chapter until an agreement is reached.

(b) When the selection is by a local agency head, the local agency head may undertake the procedures described in subdivision (a).

California GOV §4529

This chapter shall not apply where the state or local agency head determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest.

California GOV §4529.12

All architectural and engineering services shall be procured pursuant to a fair, competitive selection process which prohibits governmental agency employees from participating in the selection process when they have a financial or business relationship with any private entity seeking the contract, and the procedure shall require compliance with all laws regarding political contributions, conflicts of interest or unlawful activities.

California GOV §4529.14

Architectural and engineering services contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits as necessary to ensure contract services are delivered within the agreed schedule and budget.

California GOV §4529.20

This act seeks to comprehensively regulate the matters which are contained within its provisions. These are matters of statewide concern and when enacted are intended to apply to charter cities as well as all other governmental entities.

Federal Highway Administration Memorandum 2 CFR 200 Implementation Guidance
12/4/2014

Attachment A: FHWA 2 CFR 200 Uniform Guidance – Questions and Answers

Question 21: “Will the FHWA/USDOT provide a waiver of the requirements in 2 CFR 200.317 for subrecipients to comply with State procurement requirements or other policies and procedures approved by the State (200.317)?”

Answer: Yes. The USDOT requested and received an OMB waiver of the requirements in 2 CFR 200.317 concerning procurement by subrecipients. This waiver provides an exception to the requirement for all subrecipients of a state to follow the procurement requirements in Sections 200.318 through 200.326. The waiver will allow States and subrecipients to continue to use state-approved procurement procedures as they did under part 18 prior to the adoption of the Uniform Guidance.

Figure 10.2 State-Only Funded Procurement Criteria

To comply with CA Government Code (GC) 4525-4529.5, 48 Code of Federal Regulations (CFR) Part 31: Contract Cost Principles and Procedures, 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (excluding sections 200.318-200.326), Caltrans Local Assistance Procedures Manual (LAPM) and other applicable STATE and FEDERAL regulations.

A&E Consultants		
Requirements for LGAs that use State funding		Use State requirements below
A.	Written Procedures	GC 4526
B.	Conflict of Interest	GC 1090, GC 4527(b), GC 4529.12
C.	Records	GC 4529.14, 4006
D.	Full & Open Competition	GC 4526, GC 4527, GC 4529.12
E.	Selection Basis	GC 4526*, 4527
F.	Publication	GC 4527
G.	Solicitation	GC 4527
H.	Cost Analysis	GC 4528
I.	Negotiations	GC 4528
J.	A&I Audit & Review Process	GC 4529.14, LAPM Ch. 10, 2 CFR 200
K.	Exhibit 10-C.2: State-Only Funded A&E Consultant Contracts	LAPM Ch. 10.2

*Mini Brooks Act - State regulation requiring the initial selection of engineering and architecture firms be based upon qualifications and experience rather than by price. Price is then later negotiated.

10.3: NON-A&E CONTRACTS

SCOPE

This section covers the procurement requirements for the services that are not included in Section 10.1 Federal and Section 10.2 State-Only. This guidance is for contracts utilizing federal-aid funds and state funds. Federal regulations refer to state and local regulations for non-A&E type contracts. Although local agencies are required to follow *2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* for all contracts, the Procurement Standards section §200.318-200.326 is exempt. The guidance in this section follows the established regulations in the California Public Contract Code. Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

Local agency shall designate one person within the local agency as a contract manager.

(PCC 10348.5)

DETERMINING NON-A&E

After identifying that there is a need for consulting services, the local agency shall determine that the services needed are more of a technical nature and involve minimal professional judgement and that requiring a cost proposal would be in the public's best interest. These type of consultant services that are not directly related to a highway construction project or that are not included in the definition of engineering and design related services are considered non-A&E. The services must not be included in Section 10.2.2 Definition of A&E.

The determining factor is whether the services being procured are related to a specific construction project and whether the services require work to be performed, provided by, or under the direction of a registered engineer or architect.

EXAMPLE OF DETERMINING NON-A&E

Material testing has been requested to ensure quality assurance on a construction project. The service includes only performing the material test and providing material test data. Although the service is related to a construction project, the overall service did not provide an evaluation or a discipline report. In this example, the local agency can determine that the service provided is more of a technical nature and is therefore a non-A&E service.

The following is a list of the more common non-A&E services:

- Right-of-Way Appraisal
- Right-of Way acquisition activities
- Conducting public outreach during environmental clearance or construction
- Active Transportation Program educational and outreach activities
- Intelligent Transportation System (ITS)
- Non-Infrastructure

INTELLIGENT TRANSPORTATION SYSTEM (ITS) PROJECTS

Intelligent Transportation System (ITS) means electronic, communications, or information processing used singly or in combination to improve the efficiency or safety of a surface transportation system. ITS projects are those that in whole or in part, funds the acquisition of technologies or systems of technologies that provide significant contributions to the provision of one or more ITS user services as defined in the National ITS Architecture.

The federal-aid procurement regulations identify three possible contract procurement procedures for ITS projects including engineering and design related services (A&E), construction, and non-engineering/non-architectural (non-A&E).

If ITS projects include physical installation of field devices and/or communications infrastructure, such as new traffic signals, new controller cabinets, changeable message signs, radio and computers, vehicle detectors, and conduits for cabling in the roadway, then that work and required equipment usually meets the definition of construction. The construction contract must be procured based on competitive bidding. If the ITS project involves software development, system integration, hiring engineers and specialists for ITS design and installation support, inspection, design documentation, training and deployment, it may be considered an engineering and design services contract and the contract must be procured as an A&E consultant contract. If the scope of work is unclear as to whether it is an A&E type of work, contact aeoversight@dot.ca.gov for assistance.

However, if an ITS project does not meet either the definition of construction or engineering and design services, then the contract may be considered to be a non-A&E consultant contract.

Examples of non-A&E consultant contracts are:

- The procurement of hardware and software associated with incident management system;
- Software systems for arterial and freeway management systems;
- Operating the 511 traveler information service;
- Nonprofessional services for system support such as independent validation and verification, testing and specification development;

For more information regarding Intelligent Transportation Systems (ITS) Program procurement requirements, refer to LAPG, Chapter 13 LAPG Chapter 13: Intelligent Transportation Systems.

NON-INFRASTRUCTURE PROJECTS

Non-infrastructure (NI) projects are those transportation-related projects that do not involve either engineering design, Right-of-Way acquisition (for additional guidance refer to LAPM Chapter 13), or the eventual physical construction of transportation facilities.

Procurement of non-A&E consultant contracts associated with non-infrastructure projects must follow Non-A&E procurement procedures described in this chapter. For more information on NI projects, refer to LAPM Chapter 3: Project Authorization.

GOVERNING REGULATIONS AND CODES FOR NON-A&E

When procuring non-A&E services with federal-aid funds, Local agencies must comply with 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections §200.318-200.326 Procurement Standards (reference Federal Highway Administration December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance, Attachment A). Local agencies must follow the same policies and procedures that the State uses for procurement with its non-Federal funds. When procuring non-A&E services with federal-aid and state-only funds, the governing procurement code is Public Contract Code 10335-10381.

PROCUREMENT OF NON-A&E CONSULTANT CONTRACTS

All non-A&E procurements contracts must be conducted in a manner providing full and open competition consistent with federal and state standards. Local agency must meet the code of conduct governing the performance of its employees engaged in the award and administration of federal-aid and state-funded contracts, including the preventions of conflict of interest in PCC 10410.

The following are the fundamental rules when procuring a non-A&E consultant contract.

1. The request for proposal (RFP) shall not limit the competition directly or indirectly to any one consultant. The RFP must be publicized and all evaluation factors and their relative importance identified. (PCC 10339)
2. Splitting a single transaction into a series of transactions for the purpose of evading the procurement requirements is not allowed. (PCC 10329)
3. Local agency shall secure at least three competitive proposals for each contract. (PCC 10340)
When receiving less than three proposals, refer to the Cost-Effective/Public Interest Finding in this section as an alternative to re-advertisement.
4. No proposals shall be considered which have not been received at the place, and prior to the closing time as stated in the RFP. (PCC 10344(a))
5. Local agency must have a written procedure for evaluating proposals. (PCC 10344)

RFP BASIC REQUIREMENTS

- A. There are two general types of consulting service contract solicitations:
- B. Request for Proposal using Cost only
- C. Request for Proposal using Cost and Qualifications

The local agency must include the following in the request for proposal:

- A. A clear, precise description of the work to be performed or services to be provided.
- B. Description of the format that proposals shall follow and the elements they shall contain
- C. The standards the agency will use in evaluating proposals. This includes qualifications and certifications if applicable.
- D. The date the proposals are due.

- E. The procurement schedule that the local agency will follow in reviewing and evaluating the proposals.

(PCC 10344)

ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA

Additional Requirements for Request for Proposal using Cost only

- A. Local agency must require consultants to submit their proposals and cost in a separate, sealed envelope.
- B. Local agency shall determine those that meet the format requirements and the standards specified in the request for proposal.
- C. The sealed envelopes containing the price and cost information for those proposals that meet the format requirements and standards shall then be publicly opened and read.
- D. Contract must be awarded to the lowest responsible consultant meeting the standards.

(PCC 10344(b))

Additional Requirements for Request for Proposal using Cost and Qualifications

- A. Local agency must include in the proposal the description of the evaluation and scoring method. Substantial weight in relationship to all other criteria utilized shall be given to the cost amount proposed by the consultant.
- B. Local agency shall determine those that meet the format requirements specified in the RFP.
- C. Local agency evaluation committee must evaluate and score the proposals using the methods specified in the RFP. All evaluation and scoring sheets shall be available for public inspection after the committee scoring process. Evaluation committee should comply to the prevention of conflict of interest in PCC 10410.
- D. The non-A&E contract shall be awarded to the consultant whose proposal is given the highest score by the evaluation committee.

(PCC 10344(c))

When using RFP (Cost and Qualifications), the criteria used to evaluate the consultant's proposals must have a logical foundation within the scope of work or within other technical requirements contained in the RFP. Each criterion must have a weight or level of importance, and it is recommended that total possible score for the evaluation criteria be one hundred (100) points. The proposed cost should be at least thirty percent (30%) of total points in evaluation criteria.

An example RFP for non-A&E is provided on the Local Assistance website at <http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/RFP-Example-Non-AE.docx> and may be modified.

Submission of *Exhibit 10-C Consultant Contract Reviewers Checklist* to Caltrans HQ for acceptance is not required for non-A&E consultant contracts.

CONSULTANT'S PROPOSAL

The consultant's proposal should include the following information:

- *Consultant Project Manager* – qualifications, roles and responsibilities.
- *Methodology* - description of work and overall approach, specific techniques that will be used and specific administrative and operations expertise to be used.
- *Workplan and Work Schedule* - the technical proposal should include activities and tasks, and their delivery schedule.
- *Personnel* - List of personnel who will be working on the project, and their resumes.
- *Facilities and resources* (If applicable) - Explanation of where the services will be provided and what type of equipment is needed to perform services.
- *Sub-contracts* - Identify all sub-contracts that are to be used, description of each and the work by each sub-consultant/sub-contractor. No work shall be subcontracted unless listed in the technical proposal. Sub-consultant resumes should be provided.
- *References* - The technical proposal should provide at least three (3) clients for whom the proposer has performed work of similar nature to the request.

COST PROPOSAL WORKSHEET

The RFP should provide a standard format for cost proposal that all proposers must include in their proposal. The cost proposal format can be broken down by specific tasks, showing hourly labor rates, level of effort and material, and/or by milestones and deliverables.

Local agency is not required to award a contract if it is determined that the contract price is not reasonable. (PCC 10340(c))

DBE CONSIDERATION

DBE consideration is required on all federal-aid funded contracts including non-A&E.

ADMINISTRATIVE REQUIREMENTS

Advertisement for RFPs may be through the local agency website, local publications, and national publications. Minimum solicitation time is 14 calendar days. The solicitation should inform potential qualified consultants that questions must be submitted in writing to the Agency Contract Manager/Administrator by a specified date and time. All pertinent technical information and answers to consultant's questions shall be provided to all potential consultants. Written responses to all questions will be collectively compiled and provided as an addendum.

A proposal may be considered nonresponsive and rejected without evaluation if all required information is not provided. Proposals without information regarding, or not meeting, the required DBE utilization goal or without a Good Faith Effort documentation, late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

No consultant who has been awarded a consulting service contract may be awarded a subsequent contract for the services or goods which are required as an end product of the consulting service contract, unless the subcontract is no more than 10 percent of the total monetary value of the consulting services contract. Excludes A&E contracts.

(PCC 10365.5)

Contracts may be modified or amended only if the contracts so provide. Amendments must be requested and executed prior to the termination date of the most recently approved original or amended contract. All records of contract activities shall be kept for three years after federal final voucher E-76 or state final voucher for State-Only funds. Costs are reimbursable after state allocation by the California Transportation Commission (CTC) and/or the issuance of the federal E-76. The per diem rate shall not exceed the state rate. Contract Managers are responsible for monitoring expenditures on all contracts and verifying categories of work that require prevailing wage. A person in Responsible Charge of contract management is required for all federally funded projects.

ORAL PRESENTATIONS OPTIONAL

When oral presentations are required by the local agency, the evaluation criteria must include factors/sub-factors and weights used to score the proposers performance at the oral presentation. The evaluation committee will only be able to score each proposer based upon these criteria. The Contract Manager/Administrator should develop a set of questions related to the scope of work or the project to be asked during the evaluation committee question and answer (Q & A) section of the oral presentations. All proposers are asked the same questions for consistency.

The committee must also evaluate reference checks and other information gathered independently. Reference checks shall be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

COST-EFFECTIVE/PUBLIC INTEREST FINDING

A minimum of three proposal must be evaluated to establish effective competition. Any agency that has received less than three proposals on a contract shall document the names and addresses of the firms or individuals it solicited for proposals. Prepare an explanation as to why less than three proposals were received. When only two proposals are received, a justification must be documented to proceed with the procurement. When only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) (LAPM Exhibit 12-F: Cost-Effective/Public Interest Finding) must be documented. In either case, the re-advertisement of the RFP should be considered as an option. Retain document as supporting documentation in the contract file.

(PCC 10340(c))

PROTEST/APPEALS/REINSTATEMENT PROCEDURES

Both state and federal regulations require well-defined protest/reinstatement procedures. It is essential that the procedures include a reasonable opportunity for the prospective consultant to present his/her case. The appeals procedures strengthen the process by which the contracting agency reaches its ultimate goal and helps defends its action against a claim of lack of due process. A termination clause and a provision for settlement of contract disputes are required. Protest procedures and dispute resolution processes should be in accordance with PCC 10345.



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-6708

Staff Report

Item No: 5-3

To: Lemoore City Council

From: Frank Rivera, Public Works Director

Date: February 7, 2019

Meeting Date: February 19, 2019

Subject: Abatement of Public Nuisances and Setting a Public Hearing – Resolution 2019-09

Strategic Initiative:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input checked="" type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approve Resolution 2019-09, and set a public hearing to abate structures as listed in the same.

Subject/Discussion:

Staff has attempted to work with the property owners of properties listed on Resolution 2019-09. The properties have become a public nuisance and safety violation, as defined in Section 8-2-1 of the Municipal Code. Staff will be contacting these property owners about the abatement and public hearing.

The process for abatement of these buildings is as follows:

1. Council is to pass a resolution declaring properties a nuisance and set a hearing date 30 days thereafter.
2. Public Hearing before City Council to determine the extent of the problem and to direct the abatement of the nuisances either by repair, or by removal, of the building(s).

3. At conclusion of hearing, Council will direct owner as to findings and provide 30 days for owner to complete the work described in the abatement resolution. If not completed, direct Public Works Director to have Council direction carried out.
4. The abatement work (either demolition or repair) is completed.
5. Hearing on report of abatement costs to Council.
6. File lien to recover abatement costs of the City.

To begin this process, City Council must approve Resolution 2019-09, and set a public hearing for April 2, 2019.

Financial Consideration(s):

None at this time

Alternatives or Pros/Cons:

Pros:

- Eliminate chronic nuisance for Police Department, prevent fire hazard, prevent potential of homesteading, enforce noise and dust control ordinance.

Cons:

- No cons noted associated with the approval of Resolution 2019-09, establishing the abatement process.

Commission/Board Recommendation:

Not applicable

Staff Recommendation:

Staff recommends that City Council approve Resolution 2019-09, and set a public hearing for April 2, 2019.

Attachments:

- ☒ Resolution: 2019-09
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

Review:

- ☒ Asst. City Manager 02/12/19
- ☒ City Attorney 02/12/19
- ☒ City Clerk 02/13/19
- ☒ City Manager 02/13/19

Date:

RESOLUTION NO. 2019-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE
DECLARING A PUBLIC NUISANCE AT 311 C STREET (023-290-031) AND THE
EMPTY LOT LOCATED WEST OF COTTONWOOD LANE AND EAST OF 19TH
AVENUE BETWEEN CHERRY LANE AND TAMMY LANE (023-290-031) IN
LEMOORE, AND SETTING A PUBLIC HEARING THEREON**

WHEREAS, the City Council has received a report that certain buildings and structures located in the City of Lemoore constitute a public nuisance under the provisions of Section 8-2-1 of the Lemoore Municipal Code and are listed as follows:

ASSESSOR PARCEL NO.	ADDRESS
020-094-006	311 "C" Street
023-290-031	Empty Lot located West of Cottonwood Lane and East of 19 th Avenue between Cherry Lane and Tammy Lane

WHEREAS, the Council has received further information that the buildings have become unsafe from neglect, decay or other causes and currently constitute either a fire hazard or are dangerous to human life or may become a location for vagrants or criminal activity; and

WHEREAS, the owners of said properties have been requested to take action to eliminate conditions constituting a public nuisance on the site and have taken no action; and

WHEREAS, the City Council has determined that it is now necessary to commence a process, under Chapter 2 of Title 8 of the Lemoore Municipal Code to address the abatement of the public nuisances which exist at:

ASSESSOR PARCEL NO.	ADDRESS
020-094-006	311 "C" Street
023-290-031	Empty Lot located West of Cottonwood Lane and East of 19 th Avenue between Cherry Lane and Tammy Lane

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lemoore as follows:

1. The City hereby declares its intent to commence abatement proceedings in the manner described in Chapter 2 of Title 8 of the Lemoore Municipal Code with respect to the properties listed below in the City of Lemoore, on which there exists a public nuisance.

ASSESSOR PARCEL NO.

ADDRESS

020-094-006

311 "C" Street

023-290-031

Empty Lot located West of Cottonwood
Lane and East of 19th Avenue between
Cherry Lane and Tammy Lane

2. Said properties are described as assessor parcel numbers 020-094-006 and 023-290-031 in the City of Lemoore, County of Kings.

3. April 2, 2019 commencing at 7:30 p.m. in the chambers of the City Council, is hereby selected as the time and the place of a public hearing, described in Section 8-2-4 of the Municipal Code for the receipt of evidence and testimony regarding the condition of the said properties and the appropriate and necessary procedures or work to abate the public nuisance which exists on said properties.

4. The City staff is directed to post notices of the public hearing and the resolution and to otherwise follow the processes described in Chapter 2 of Title 8 for the public hearing hereby established.

PASSED AND ADOPTED by the City Council of the City of Lemoore at a Regular Meeting held on 19th day of February 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary J. Venegas
City Clerk

Edward Neal
Mayor



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-6708

Staff Report

To: Lemoore City Council
From: Janie Venegas, City Clerk / Human Resources Manager
Date: February 11, 2019 **Meeting Date:** February 19, 2019
Subject: Activity Update

Strategic Initiative:	<input type="checkbox"/> Safe & Vibrant Community	<input type="checkbox"/> Growing & Dynamic Economy
	<input type="checkbox"/> Fiscally Sound Government	<input type="checkbox"/> Operational Excellence
	<input type="checkbox"/> Community & Neighborhood Livability	<input checked="" type="checkbox"/> Not Applicable

Reports

- | | |
|-------------------------------|------------------|
| ➤ Warrant Register – FY 18/19 | January 31, 2019 |
| ➤ Warrant Register – FY 18/19 | February 8, 2019 |

FY 18/19 Warrant Register 1-31-19

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4211 - CITY COUNCIL

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		1.92	.00	COPIER/PRINTER
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		1.64	.00	COPIER/PRINTER
7 /19	01/31/19	21		60879	5609 LOZANO SMITH, LL		5,714.36	.00	LEGAL COUNSEL
TOTAL					PROFESSIONAL CONTRACT SVC	.00	5,717.92	.00	
4320					MEETINGS & DUES				
7 /19	01/31/19	21		60876	0298 LEMOORE CHAMBER		55.00	.00	2018 BANQUET MAYOR NE
7 /19	01/31/19	21		60874	0288 LEAGUE OF CALIFO		198.50	.00	MEMBERSHIP DUES 2019
TOTAL					MEETINGS & DUES	.00	253.50	.00	
TOTAL					CITY COUNCIL	.00	5,971.42	.00	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4213 - CITY MANAGER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
	7 /19	01/31/19	21	60879	5609 LOZANO SMITH, LL		1,116.94	.00	LEGAL COUNSEL
	7 /19	01/31/19	21	8572	6377 THE CRISCOM COMP	-01 60846	3,750.00	-3,750.00	CONTRACT SERVICES BILLED
	7 /19	01/31/19	21	8573	2849 KINGS COUNTY ECO	-01 60869	1,666.67	-1,666.67	ANNUAL MEMBERSHIP FEE - \$
TOTAL					PROFESSIONAL CONTRACT SVC	.00	6,533.61	-5,416.67	
4380									
	7 /19	01/31/19	21	60859	5977 GREATAMERICA FIN		1,130.02	.00	COPIER/PRINTER
	7 /19	01/31/19	21	60859	5977 GREATAMERICA FIN		1,770.92	.00	COPIER/PRINTER
TOTAL					RENTALS & LEASES	.00	2,900.94	.00	
TOTAL					CITY MANAGER	.00	9,434.55	-5,416.67	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4214 - CITY CLERK'S OFFICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
7 /19	01/31/19	21	8944	-01 60868	6167 KINGS COUNTY ELE		6,211.39	-6,211.39	EXPENSES FOR CITY OF LEMO
TOTAL						.00	6,211.39	-6,211.39	
TOTAL						.00	6,211.39	-6,211.39	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
7 /19	01/31/19	21		60879	5609 LOZANO SMITH, LL		1,026.00	.00	LEGAL COUNSEL
TOTAL						.00	1,026.00	.00	
4380									
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		98.83	.00	COPIER/PRINTER
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		18.54	.00	COPIER/PRINTER
TOTAL						.00	117.37	.00	
TOTAL						.00	1,143.37	.00	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4216 - PLANNING

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
7 /19	01/31/19	21		60879	5609 LOZANO SMITH, LL		828.60	.00	LEGAL COUNSEL
TOTAL						.00	828.60	.00	
4380									
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		160.47	.00	COPIER/PRINTER
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		113.62	.00	COPIER/PRINTER
TOTAL						.00	274.09	.00	
TOTAL						.00	1,102.69	.00	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4220 - MAINTENANCE DIVISION

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220				OPERATING SUPPLIES				
7 /19 01/31/19 21			60849	5866 FASTENAL COMPANY		215.06	.00	SFTYGLA-GRYLNSCHCKLIT
7 /19 01/31/19 21			60849	5866 FASTENAL COMPANY		253.98	.00	M GWBN GLOVE 100CT
7 /19 01/31/19 21			60904	7002 TIFCO INDUSTRIES		275.38	.00	BREAKAWAY SAFETY VEST
7 /19 01/31/19 21			60857	0521 GRAINGER		482.58	.00	PUSH BUTTON LOCK,ENTR
7 /19 01/31/19 21			60857	0521 GRAINGER		482.58	.00	PUSH BUTTON LOCK,ENTR
7 /19 01/31/19 21			60889	0370 PHIL'S LOCKSMITH		16.09	.00	5 DUP KEYS
7 /19 01/31/19 21			60889	0370 PHIL'S LOCKSMITH		62.21	.00	LOCK PICK/DUP KEYS
TOTAL				OPERATING SUPPLIES	.00	1,787.88	.00	
4310				PROFESSIONAL CONTRACT SVC				
7 /19 01/31/19 21			60833	1259 ADVANCED PEST CO		60.00	.00	711 CINNAMON DR EXT
7 /19 01/31/19 21			60833	1259 ADVANCED PEST CO		50.00	.00	711 CINNAMON DR BRKRM
7 /19 01/31/19 21			60833	1259 ADVANCED PEST CO		100.00	.00	721 CINNAMON DR KITCH
7 /19 01/31/19 21			60833	1259 ADVANCED PEST CO		95.00	.00	210 FOX ST
7 /19 01/31/19 21			60833	1259 ADVANCED PEST CO		95.00	.00	657 FOX ST
7 /19 01/31/19 21			60833	1259 ADVANCED PEST CO		65.00	.00	41 CINNAMON DR
7 /19 01/31/19 21			60833	1259 ADVANCED PEST CO		85.00	.00	119 FOX ST
7 /19 01/31/19 21			60833	1259 ADVANCED PEST CO		85.00	.00	435 C ST
7 /19 01/31/19 21			60833	1259 ADVANCED PEST CO		215.00	.00	721 CINNAMON DR REC
7 /19 01/31/19 21			60851	6970 MARICRUZ FERNAND		528.00	.00	JANITOR 0114-0127
TOTAL				PROFESSIONAL CONTRACT SVC	.00	1,378.00	.00	
4340				UTILITIES				
7 /19 01/31/19 21			60897	0423 SOCALGAS		887.16	.00	12/20/18-01/22/19
7 /19 01/31/19 21			60897	0423 SOCALGAS		796.19	.00	12/18/18-01/18/19
7 /19 01/31/19 21			60897	0423 SOCALGAS		168.02	.00	12/18/18-01/18/19
7 /19 01/31/19 21			60897	0423 SOCALGAS		354.59	.00	12/20/18-01/22/19
7 /19 01/31/19 21			60897	0423 SOCALGAS		369.90	.00	12/18/18-01/18/19
7 /19 01/31/19 21			60897	0423 SOCALGAS		269.84	.00	12/18/18-01/18/19
7 /19 01/31/19 21			60897	0423 SOCALGAS		47.24	.00	12/18/18-01/18/19
TOTAL				UTILITIES	.00	2,892.94	.00	
4380				RENTALS & LEASES				
7 /19 01/31/19 21			60859	5977 GREATAMERICA FIN		34.13	.00	COPIER/PRINTER
TOTAL				RENTALS & LEASES	.00	34.13	.00	
TOTAL				MAINTENANCE DIVISION	.00	6,092.95	.00	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4221 - POLICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
7 /19	01/31/19	21	8884	-01 60873	0287 LC ACTION POLICE		595.00	-595.00	SAFARILAND 6280 LEVEL 2 H
7 /19	01/31/19	21	8884	-05 60873	0287 LC ACTION POLICE		43.14	-43.14	SALES TAX
TOTAL						.00	638.14	-638.14	
4220U									
7 /19	01/31/19	21		60890	5829 JONES BOYS, LLC		257.40	.00	HAT FRONT BADGE L/XL
TOTAL						.00	257.40	.00	
4310									
7 /19	01/31/19	21		60896	5352 SHRED-IT USA, IN		199.06	.00	SHREDDING SERVICES
7 /19	01/31/19	21		60862	6825 HEALTHWISE SERVI		125.00	.00	38 GAL SHRPS CONTAIN
TOTAL						.00	324.06	.00	
4360									
7 /19	01/31/19	21		60845	0879 COLLEGE OF THE S		315.00	.00	PERISHABLE SKILL TRAI
TOTAL						.00	315.00	.00	
TOTAL					POLICE	.00	1,534.60	-638.14	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4222 - FIRE

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220		OPERATING SUPPLIES						
7 /19 01/31/19 21			60878	0313 LEMOORE VOLUNTEE		320.65	.00	REIM SMART & FINAL
7 /19 01/31/19 21			60878	0313 LEMOORE VOLUNTEE		246.71	.00	REIM BEST BUY MARKET
7 /19 01/31/19 21			60878	0313 LEMOORE VOLUNTEE		231.50	.00	REIM SMART & FINAL
7 /19 01/31/19 21			60878	0313 LEMOORE VOLUNTEE		128.76	.00	REIM SAVE MART
7 /19 01/31/19 21			60878	0313 LEMOORE VOLUNTEE		112.52	.00	REIM SMART & FINAL
7 /19 01/31/19 21			60878	0313 LEMOORE VOLUNTEE		113.44	.00	REIM SMART & FINAL
7 /19 01/31/19 21			60878	0313 LEMOORE VOLUNTEE		151.06	.00	REIM BOSTON HOUSE OF
7 /19 01/31/19 21			60878	0313 LEMOORE VOLUNTEE		214.56	.00	REIM SAVE MART
7 /19 01/31/19 21			60878	0313 LEMOORE VOLUNTEE		69.39	.00	REIM LAS ESPUELAS
7 /19 01/31/19 21			60878	0313 LEMOORE VOLUNTEE		69.71	.00	REIM PLAIN INSANE GRA
7 /19 01/31/19 21			60878	0313 LEMOORE VOLUNTEE		16.06	.00	REIM BEST BUY MARKET
TOTAL		OPERATING SUPPLIES			.00	1,674.36	.00	
4360		TRAINING						
7 /19 01/31/19 21			60840	7033 JONATHAN BROWN		280.00	.00	CONFINED SPACE TRAIN
TOTAL		TRAINING			.00	280.00	.00	
4380		RENTALS & LEASES						
7 /19 01/31/19 21			60859	5977 GREATAMERICA FIN		636.34	.00	COPIER/PRINTER
7 /19 01/31/19 21			60859	5977 GREATAMERICA FIN		556.69	.00	COPIER/PRINTER
TOTAL		RENTALS & LEASES			.00	1,193.03	.00	
TOTAL		FIRE			.00	3,147.39	.00	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4224 - BUILDING INSPECTION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
					RENTALS & LEASES				
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		125.15	.00	COPIER/PRINTER
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		29.95	.00	COPIER/PRINTER
TOTAL					RENTALS & LEASES	.00	155.10	.00	
TOTAL					BUILDING INSPECTION	.00	155.10	.00	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4230 - PUBLIC WORKS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
7 /19	01/31/19	21		60879	5609 LOZANO SMITH, LL		2,767.60	.00	LEGAL COUNSEL
TOTAL						.00	2,767.60	.00	
4380									
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		149.07	.00	COPIER/PRINTER
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		463.04	.00	COPIER/PRINTER
TOTAL						.00	612.11	.00	
TOTAL						.00	3,379.71	.00	

PEI
 DATE: 02/11/2019
 TIME: 09:50:06

CITY OF LEMOORE
 EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 11
 AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
 ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
 BUDGET UNIT - 4231 - STREETS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
7 /19	01/31/19	21		60849	5866 FASTENAL COMPANY		27.78	.00	CT SFTYBOOT
TOTAL						.00	27.78	.00	
4380									
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		1.65	.00	COPIER/PRINTER
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		2.64	.00	COPIER/PRINTER
TOTAL						.00	4.29	.00	
TOTAL					STREETS	.00	32.07	.00	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 12
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4241 - PARKS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
7 /19	01/31/19	21		60847	5541 DOUBLETREE HOTEL		325.00	.00	RMVL SVC HERITAGE PRK
7 /19	01/31/19	21		60856	6506 GOPHER GRABBERS,		300.00	.00	RMVL SVC SPRTS COMPLX
7 /19	01/31/19	21		60856	6506 GOPHER GRABBERS,		150.00	.00	RMVL SVC LIONS PARK
7 /19	01/31/19	21		60856	6506 GOPHER GRABBERS,		225.00	.00	RMVL SVC CITY PARK
7 /19	01/31/19	21		60856	6506 GOPHER GRABBERS,		225.00	.00	RMVL SVC 19TH AVE PRK
7 /19	01/31/19	20		60847	5541 DOUBLETREE HOTEL		-325.00	.00	RMVL SVC HERITAGE PRK
TOTAL					PROFESSIONAL CONTRACT SVC	.00	900.00	.00	
4340					UTILITIES				
7 /19	01/31/19	21		60888	0363 PG&E		215.51	.00	12/07/18-01/07/19
TOTAL					UTILITIES	.00	215.51	.00	
TOTAL					PARKS	.00	1,115.51	.00	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 13
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4242 - RECREATION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	7 /19	01/31/19	21						
				60857	0521 GRAINGER		-136.33	.00	9903965201 OVRPMT
TOTAL						.00	-136.33	.00	
4310									
	7 /19	01/31/19	21	60854	5962 JASON GLASPIE		-86.00	.00	CHILD SUPPORT JAN 18
	7 /19	01/31/19	21	60880	6410 JERONIMO LUCAS		31.50	.00	SOCCER INSTRUCTOR WK5
	7 /19	01/31/19	21	60880	6410 JERONIMO LUCAS		15.75	.00	SOCCER INSTRUCTOR WK6
	7 /19	01/31/19	21	60880	6410 JERONIMO LUCAS		26.25	.00	SOCCER INSTRUCTOR WK6
	7 /19	01/31/19	21	60880	6410 JERONIMO LUCAS		21.00	.00	SOCCER INSTRUCTOR WK5
	7 /19	01/31/19	21	60898	5235 STATE DISBURSEME		86.00	.00	GLASPIE-JAN CHILD SUP
	7 /19	01/31/19	21	60867	7011 KERRI MICHELLE H		112.00	.00	PEEWEE MUSIC JAN 19
	7 /19	01/31/19	21	60880	6410 JERONIMO LUCAS		47.25	.00	SOCCER INSTRUCTOR WK4
	7 /19	01/31/19	21	60867	7011 KERRI MICHELLE H		49.00	.00	PEEWEE FITNESS JAN 19
	7 /19	01/31/19	21	60881	6973 MELODY MAR		63.00	.00	BATON CLASS JAN 19
	7 /19	01/31/19	21	60880	6410 JERONIMO LUCAS		57.75	.00	SOCCER INSTRUCTOR WK4
	7 /19	01/31/19	21	60906	6371 MANUEL VELARDE		214.38	.00	KARATE JAN 19
	7 /19	01/31/19	21	60844	6731 FLORENCE COLBY		176.40	.00	ZUMBA JAN 19
	7 /19	01/31/19	21	60854	5962 JASON GLASPIE		581.35	.00	BOXING JAN 18
TOTAL						.00	1,395.63	.00	
4380									
	7 /19	01/31/19	21	60859	5977 GREATAMERICA FIN		694.96	.00	COPIER/PRINTER
	7 /19	01/31/19	21	60859	5977 GREATAMERICA FIN		126.56	.00	COPIER/PRINTER
TOTAL						.00	821.52	.00	
TOTAL						.00	2,080.82	.00	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 14
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4297 - HUMAN RESOURCES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
7 /19	01/31/19	21		60907	6345 VOHNE LICHE KENN		135.00	.00	PHYSICAL EXAMS
7 /19	01/31/19	21		60837	0057 RICHARD A. BLAK,		400.00	.00	POST PSYCH
7 /19	01/31/19	21		60879	5609 LOZANO SMITH, LL		10,033.46	.00	LEGAL COUNSEL
7 /19	01/31/19	20		60907	6345 VOHNE LICHE KENN		-135.00	.00	PHYSICAL EXAMS
7 /19	01/31/19	21	8747	-01 60871	6717 LAW & ASSOCIATES		1,400.00	-1,400.00	PD BACKGROUNDS
TOTAL					PROFESSIONAL CONTRACT SVC	.00	11,833.46	-1,400.00	
4380									
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		46.00	.00	COPIER/PRINTER
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		.62	.00	COPIER/PRINTER
TOTAL					RENTALS & LEASES	.00	46.62	.00	
TOTAL					HUMAN RESOURCES	.00	11,880.08	-1,400.00	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 15
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 5712 - REGIONAL DISPATCH CENTER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
7 /19	01/31/19	21		60899	7034 STEWART TITLE OF		500.00	.00	PRELIMINARY REPORT
7 /19	01/31/19	21		60903	6933 TETER, LLP		16,305.58	.00	SCHEMATIC DESIGNS
TOTAL						.00	16,805.58	.00	
TOTAL					REGIONAL DISPATCH CENTER	.00	16,805.58	.00	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 16
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 5717 - CITYWIDE ADA COMPLIANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
7 /19	01/31/19	21		60842	T2627 JOHN CALLOW		625.00	.00	50% TREE REMOVAL
7 /19	01/31/19	21		60842	T2627 JOHN CALLOW		450.00	.00	50% CONCRETE REMOVAL
7 /19	01/31/19	21		60842	T2627 JOHN CALLOW		60.00	.00	50% ENCROACHMENT PRMT
TOTAL						.00	1,135.00	.00	
TOTAL						.00	1,135.00	.00	
TOTAL						.00	71,222.23	-13,666.20	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 17
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 040 - FLEET MAINTENANCE
BUDGET UNIT - 4265 - FLEET MAINTENANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		.32	.00	COPIER/PRINTER
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		.17	.00	COPIER/PRINTER
7 /19	01/31/19	21		60909	T2399 MATTHEW WILDES		22.00	.00	REIM P59 REGIS REPRIN
7 /19	01/31/19	21		60863	6715 INTERSTATE BILLI		207.53	.00	KIT-ADJUSTER SLACK
TOTAL					OPERATING SUPPLIES	.00	230.02	.00	
4220CNG					CNG OPERATING SUPPLIES				
7 /19	01/31/19	21	8749	-01 60877	0306 LEMOORE HIGH SCH		5,039.33	-5,039.33	BLANKET PURCHASE ORDER -
TOTAL					CNG OPERATING SUPPLIES	.00	5,039.33	-5,039.33	
4220F					OPERATING SUPPLIES FUEL				
7 /19	01/31/19	21	8623	-01 60853	6445 GARY V. BURROWS,		1,018.45	-1,018.45	BLANKET PO FOR FUEL 18-19
7 /19	01/31/19	21	8623	-01 60853	6445 GARY V. BURROWS,		1,075.47	-57.02	BLANKET PO FOR FUEL 18-19
7 /19	01/31/19	21	8623	-02 60853	6445 GARY V. BURROWS,		7,377.32	-7,377.32	INCREASE BLANKET PO FOR F
7 /19	01/31/19	21	8623	-02 60853	6445 GARY V. BURROWS,		8,148.08	-8,148.08	INCREASE BLANKET PO FOR F
TOTAL					OPERATING SUPPLIES FUEL	.00	17,619.32	-16,600.87	
4230					REPAIR/MAINT SUPPLIES				
7 /19	01/31/19	21		60861	6146 HANFORD CHRYSLER		222.98	.00	T/BODY NO 14033001
7 /19	01/31/19	21		60861	6146 HANFORD CHRYSLER		207.05	.00	ARM UPPER
7 /19	01/31/19	21		60861	6146 HANFORD CHRYSLER		412.65	.00	ARM UPPER
7 /19	01/31/19	21		60861	6146 HANFORD CHRYSLER		443.57	.00	STRUT TEN/ARM LOWER
7 /19	01/31/19	21		60835	1908 BATTERY SYSTEMS,		354.06	.00	31.850CCA,175RC
7 /19	01/31/19	21		60861	6146 HANFORD CHRYSLER		369.21	.00	ARM LOWER/ARM UPPER
7 /19	01/31/19	21		60861	6146 HANFORD CHRYSLER		327.22	.00	ARM LOWER
7 /19	01/31/19	21		60835	1908 BATTERY SYSTEMS,		278.40	.00	94R-H7,790CCA,130C
7 /19	01/31/19	21		60865	0242 JORGENSEN COMPAN		256.99	.00	FIRE EXT MAINT/RECHAR
7 /19	01/31/19	21		60861	6146 HANFORD CHRYSLER		26.82	.00	NUT WHEEL
7 /19	01/31/19	21		60866	2671 KELLER MOTORS		80.39	.00	SL-N-TUBE
7 /19	01/31/19	21		60861	6146 HANFORD CHRYSLER		53.00	.00	PANEL COW 23092005
TOTAL					REPAIR/MAINT SUPPLIES	.00	3,032.34	.00	
4320					MEETINGS & DUES				
7 /19	01/31/19	21		60835	1908 BATTERY SYSTEMS,		240.83	.00	65.765CCA,140RC/94R-1
TOTAL					MEETINGS & DUES	.00	240.83	.00	
4350					REPAIR/MAINT SERVICES				
7 /19	01/31/19	21		60905	5701 TNT TOWING, LLC		450.00	.00	TOW 2014 MACK 600
7 /19	01/31/19	21	8950	-01 60836	6106 BECS PACIFIC LTD		595.00	-595.00	SMOKE TEST FOR DIESEL TRU
TOTAL					REPAIR/MAINT SERVICES	.00	1,045.00	-595.00	
TOTAL					FLEET MAINTENANCE	.00	27,206.84	-22,235.20	
TOTAL					FLEET MAINTENANCE	.00	27,206.84	-22,235.20	

RUN DATE 02/11/2019 TIME 09:50:07

PEI - FUND ACCOUNTING

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 18
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 045 - GOLF COURSE - CITY
BUDGET UNIT - 4245 - GOLF COURSE-CITY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000K									
									COST OF REVENUE-KITCHEN
4000K									COST OF REVENUE-KITCHEN
7 /19	01/31/19	21	8614	-01 60901	6440 SYSCO		760.68	-760.68	BLANKET PO 18-19.
7 /19	01/31/19	21		60893	T1885 TOM RINGER		625.07	.00	REIMBURSEMENT VALLEY
7 /19	01/31/19	21		60893	T1885 TOM RINGER		332.75	.00	REIMBURSEMENT BUENO
7 /19	01/31/19	21		60893	T1885 TOM RINGER		103.55	.00	REIMBURSEMENT VALLEY
TOTAL						.00	1,822.05	-760.68	
									COST OF REVENUE-KITCHEN
4220K									OPERATING SUPPLIES-KITCH
7 /19	01/31/19	21		60902	6812 TERMINIX PROCESS		52.00	.00	PEST CONTROL
7 /19	01/31/19	21		60843	6624 CINTAS		50.00	.00	TOWELS/MOPS/GRILL PAD
TOTAL						.00	102.00	.00	
									OPERATING SUPPLIES-KITCH
4220M									OPERATING SUPPLIES MAINT.
7 /19	01/31/19	21		60849	5866 FASTENAL COMPANY		256.13	.00	XXL COVERALL/800'MOTI
7 /19	01/31/19	21		60872	0286 LAWRENCE TRACTOR		185.90	.00	SUPPLIES
TOTAL						.00	442.03	.00	
									OPERATING SUPPLIES MAINT.
4291									MISCELLANEOUS EXPENSES
7 /19	01/31/19	21	8861	-01 60908	7014 STEPHANIE GREGOR		775.00	-775.00	BILLBOARD ON HWY 198
TOTAL						.00	775.00	-775.00	
									MISCELLANEOUS EXPENSES
4309									STAFFING/TOM RINGER
7 /19	01/31/19	21		60893	T1885 TOM RINGER		13,402.83	.00	PAYROLL & PAYROLL TAX
TOTAL						.00	13,402.83	.00	
									STAFFING/TOM RINGER
4310									PROFESSIONAL CONTRACT SVC
7 /19	01/31/19	21	8591	-01 60894	6548 TOM RINGER		6,500.00	-6,500.00	TOTAL YEARLY ANNUAL MANAG
TOTAL						.00	6,500.00	-6,500.00	
									PROFESSIONAL CONTRACT SVC
4340									UTILITIES
7 /19	01/31/19	21		60888	0363 PG&E		1,661.65	.00	12/05/18-01/04/19
7 /19	01/31/19	21		60897	0423 SOCALGAS		160.85	.00	12/13/18-01/15/19
7 /19	01/31/19	21		60834	6639 AT&T		155.27	.00	01/16/18-02/15/19 INT
7 /19	01/31/19	21		60897	0423 SOCALGAS		16.27	.00	12/13/18-01/15/19
TOTAL						.00	1,994.04	.00	
									UTILITIES
4350									REPAIR/MAINT SERVICES
7 /19	01/31/19	21		60870	0234 KINGS WASTE AND		3.72	.00	LGC FINANCE CHARGE
7 /19	01/31/19	21		60870	0234 KINGS WASTE AND		347.20	.00	LEMOORE GOLF COURSE
TOTAL						.00	350.92	.00	
									REPAIR/MAINT SERVICES
4382									LEASE PURCHASE
7 /19	01/31/19	21	8615	-01 60891	6447 PNC EQUIPMENT FI		4,491.03	-4,491.03	ANNUAL GOLF CART LEASE
TOTAL						.00	4,491.03	-4,491.03	
									LEASE PURCHASE
TOTAL						.00	29,879.90	-12,526.71	GOLF COURSE-CITY

RUN DATE 02/11/2019 TIME 09:50:07

PEI - FUND ACCOUNTING

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 19
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 045 - GOLF COURSE - CITY
BUDGET UNIT - 4245 - GOLF COURSE-CITY

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4382		LEASE PURCHASE						
TOTAL		GOLF COURSE - CITY			.00	29,879.90	-12,526.71	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 20
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									OPERATING SUPPLIES
7 /19	01/31/19	21	8922	-01 60855	1116 GOLDEN STATE FLO		750.75	-750.75	AUTO GUN PIT PROBE EXTENS
7 /19	01/31/19	21	8923	-01 60855	1116 GOLDEN STATE FLO		1,105.47	-1,105.47	3096 TOUCH READER II
7 /19	01/31/19	21		60889	0370 PHIL'S LOCKSMITH		18.23	.00	KEYS
7 /19	01/31/19	21		60850	0188 FERGUSON ENTERPR		78.31	.00	HI-VIZ BOMBER JKT XLG
TOTAL						.00	1,952.76	-1,856.22	
4230									REPAIR/MAINT SUPPLIES
7 /19	01/31/19	21		60884	0345 MORGAN & SLATES,		260.37	.00	HR SQ TUBE 2*2*1/4
7 /19	01/31/19	21	8942	-01 60900	0428 STONEY'S SAND &		106.63	-106.63	IONA & VINE ST. MAIN LINE
7 /19	01/31/19	21	8942	-01 60900	0428 STONEY'S SAND &		214.50	-214.50	IONA & VINE ST. MAIN LINE
7 /19	01/31/19	21	8942	-01 60900	0428 STONEY'S SAND &		523.86	-523.86	IONA & VINE ST. MAIN LINE
7 /19	01/31/19	21	8942	-01 60900	0428 STONEY'S SAND &		443.20	-443.20	IONA & VINE ST. MAIN LINE
TOTAL						.00	1,548.56	-1,288.19	
4300									RENTAL/CITY OWNED VEHICLE
7 /19	01/31/19	21		60866	2671 KELLER MOTORS		280.88	.00	ELECTRICAL DIAGNOSIS
7 /19	01/31/19	21		60866	2671 KELLER MOTORS		292.70	.00	ELECTRICAL DIAGNOSIS
TOTAL						.00	573.58	.00	
4310									PROFESSIONAL CONTRACT SVC
7 /19	01/31/19	21		60875	0297 LEMOORE CANAL &		276.00	.00	953 CITY/LAGUNA
7 /19	01/31/19	21		60892	0020 PRAXAIR DISTRIBU		34.90	.00	SPEC HIGH PRESSURE
7 /19	01/31/19	21		60882	4051 MATSON ALARM CO.		42.50	.00	ALARM 02/01-02/28
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		28.00	-28.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		28.00	-28.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		28.00	-28.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		28.00	-28.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		30.00	-30.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		90.00	-90.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		112.00	-112.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		112.00	-112.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		112.00	-112.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		112.00	-112.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		119.00	-119.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		120.00	-120.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		120.00	-120.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		120.00	-120.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		196.00	-196.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21	8601	-01 60841	1397 BSK ANALYTICAL L		580.00	-580.00	ACCOUNT CIP #450-4310BSK
7 /19	01/31/19	21		60879	5609 LOZANO SMITH, LL		1,566.00	.00	LEGAL COUNSEL
TOTAL						.00	3,742.40	-1,823.00	
4320									MEETINGS & DUES
7 /19	01/31/19	21		60886	T1356 NATHAN OLSON		265.05	.00	REIM-SF TRAVEL
TOTAL						.00	265.05	.00	
4340									UTILITIES

RUN DATE 02/11/2019 TIME 09:50:07

PEI - FUND ACCOUNTING

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 21
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
7 /19	01/31/19	21		60897	0423 SOCALGAS		50.00	.00	12/20/18-01/22/19
TOTAL						.00	50.00	.00	
4380									
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		2.81	.00	COPIER/PRINTER
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		3.72	.00	COPIER/PRINTER
TOTAL						.00	6.53	.00	
4840									
7 /19	01/31/19	21		60857	0521 GRAINGER		450.98	.00	RAPID PIPE/OFFSET PIP
TOTAL						.00	450.98	.00	
TOTAL						.00	8,589.86	-4,967.41	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 22
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 050 - WATER
BUDGET UNIT - 4251 - UTILITY OFFICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		114.75	.00	COPIER/PRINTER
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		18.24	.00	COPIER/PRINTER
TOTAL					RENTALS & LEASES	.00	132.99	.00	
TOTAL					UTILITY OFFICE	.00	132.99	.00	
TOTAL					WATER	.00	8,722.85	-4,967.41	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 23
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
	7 /19	01/31/19 21		60852	6751 FURTADO WELDING		186.04	.00	BI MIX/WELD GLOVE/HAZ
TOTAL						.00	186.04	.00	
4310									
	7 /19	01/31/19 21 8703	-01	60848	6869 MILLENNIUM FUNDI		560.64	-560.64	BLANKET FOR TEMP LABOR 18
	7 /19	01/31/19 21 8703	-01	60848	6869 MILLENNIUM FUNDI		740.22	-740.22	BLANKET FOR TEMP LABOR 18
TOTAL						.00	1,300.86	-1,300.86	
4380									
	7 /19	01/31/19 21		60859	5977 GREATAMERICA FIN		.56	.00	COPIER/PRINTER
	7 /19	01/31/19 21		60859	5977 GREATAMERICA FIN		1.10	.00	COPIER/PRINTER
TOTAL						.00	1.66	.00	
TOTAL						.00	1,488.56	-1,300.86	
TOTAL						.00	1,488.56	-1,300.86	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 24
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 4260 - SEWER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
7 /19	01/31/19	21		60857	0521 GRAINGER		13.56	.00	TAPE,VINYL,23FT
TOTAL						.00	13.56	.00	
4230									
7 /19	01/31/19	21		60849	5866 FASTENAL COMPANY		22.51	.00	M18X30 HCS A & SHCS A
7 /19	01/31/19	21		60895	6613 THE SHERWIN WILL		70.71	.00	RED PAINT
7 /19	01/31/19	21		60895	6613 THE SHERWIN WILL		104.49	.00	BRUSH/POLE/TRAY
7 /19	01/31/19	21		60864	7035 J.R.'S POWDER CO		400.00	.00	CAGE & BRACKETS
7 /19	01/31/19	21		60860	5181 HAAKER EQUIPMENT		279.99	.00	1" PIRAHNA HOSE END
7 /19	01/31/19	21	8922	-02 60855	1116 GOLDEN STATE FLO		12.38	-12.38	FREIGHT
7 /19	01/31/19	21	8921	-01 60838	5140 BOGIE'S PUMP SYS		886.96	-886.96	PUMP-STANCOR SEW-100 1HP-
7 /19	01/31/19	21	8921	-02 60838	5140 BOGIE'S PUMP SYS		108.30	-108.30	FREIGHT
TOTAL						.00	1,885.34	-1,007.64	
4310									
7 /19	01/31/19	21	8600	-01 60883	6245 MOORE TWINING AS		40.00	-40.00	ACCOUNT # 4260-4310MT
7 /19	01/31/19	21	8600	-01 60883	6245 MOORE TWINING AS		100.00	-100.00	ACCOUNT # 4260-4310MT
7 /19	01/31/19	21	8600	-01 60883	6245 MOORE TWINING AS		100.00	-100.00	ACCOUNT # 4260-4310MT
7 /19	01/31/19	21	8600	-01 60883	6245 MOORE TWINING AS		100.00	-100.00	ACCOUNT # 4260-4310MT
7 /19	01/31/19	21	8600	-01 60883	6245 MOORE TWINING AS		110.00	-110.00	ACCOUNT # 4260-4310MT
7 /19	01/31/19	21	8600	-01 60883	6245 MOORE TWINING AS		110.00	-110.00	ACCOUNT # 4260-4310MT
7 /19	01/31/19	21	8600	-01 60883	6245 MOORE TWINING AS		110.00	-110.00	ACCOUNT # 4260-4310MT
7 /19	01/31/19	21	8600	-01 60883	6245 MOORE TWINING AS		115.00	-115.00	ACCOUNT # 4260-4310MT
7 /19	01/31/19	21	8600	-01 60883	6245 MOORE TWINING AS		115.00	-115.00	ACCOUNT # 4260-4310MT
7 /19	01/31/19	21	8600	-01 60883	6245 MOORE TWINING AS		210.00	-210.00	ACCOUNT # 4260-4310MT
7 /19	01/31/19	21	8600	-01 60883	6245 MOORE TWINING AS		225.00	-225.00	ACCOUNT # 4260-4310MT
7 /19	01/31/19	21	8600	-01 60883	6245 MOORE TWINING AS		600.00	-600.00	ACCOUNT # 4260-4310MT
7 /19	01/31/19	21		60879	5609 LOZANO SMITH, LL		126.00	.00	LEGAL COUNSEL
TOTAL						.00	2,061.00	-1,935.00	
4380									
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		22.98	.00	COPIER/PRINTER
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		11.86	.00	COPIER/PRINTER
TOTAL						.00	34.84	.00	
TOTAL						.00	3,994.74	-2,942.64	
TOTAL						.00	3,994.74	-2,942.64	

PEI
DATE: 02/11/2019
TIME: 09:50:06

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 25
AUDIT11

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 074 - PARKS & RECREATION CAP
BUDGET UNIT - 5104 - OUTFIELDS LIGHTS VIERRA F

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
7 /19	01/31/19	21	8948	-01 60841	1397 BSK ANALYTICAL L		400.00	-400.00	USA/UTILITY CLEARANCE
7 /19	01/31/19	21	8948	-02 60841	1397 BSK ANALYTICAL L		2,800.00	-2,800.00	FIELD EXPLORATION
7 /19	01/31/19	21	8948	-03 60841	1397 BSK ANALYTICAL L		900.00	-900.00	LABORATORY TESTING
7 /19	01/31/19	21	8948	-04 60841	1397 BSK ANALYTICAL L		1,900.00	-1,900.00	PROJECT MANAGEMENT/ENGINE
7 /19	01/31/19	21	8948	-05 60841	1397 BSK ANALYTICAL L		1,500.00	-1,500.00	PRIVATE UTILITY LOCATE
TOTAL						.00	7,500.00	-7,500.00	
TOTAL						.00	7,500.00	-7,500.00	
TOTAL						.00	7,500.00	-7,500.00	

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='19' and transact.fund between '001' and '3000' and transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 085 - PBIA
BUDGET UNIT - 4270 - PBIA

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING	SUPPLIES					
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		.17	.00	COPIER/PRINTER
7 /19	01/31/19	21		60859	5977 GREATAMERICA FIN		.23	.00	COPIER/PRINTER
TOTAL			OPERATING	SUPPLIES		.00	.40	.00	
4310			PROFESSIONAL	CONTRACT SVC					
7 /19	01/31/19	21		60887	5563 RUSTY DEROUIN		150.00	.00	LAWN SVC DEC 18
TOTAL			PROFESSIONAL	CONTRACT SVC		.00	150.00	.00	
TOTAL			PBIA			.00	150.40	.00	
TOTAL			PBIA			.00	150.40	.00	
TOTAL	REPORT					.00	150,165.52	-65,139.02	

PEI
DATE: 02/11/2019
TIME: 09:57:23

CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.batch='HB020119'
ACCOUNTING PERIOD: 8/19

FUND - 090 - TRUST & AGENCY

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
7 /19	01/31/19	21	60885	T2629 VIOLETA NINO		150.00	REFUND VET HALL
7 /19	01/31/19	21	60839	T2628 MERLYN BRESENIO		150.00	REFUND VET HALL
TOTAL			ACCOUNTS PAYABLE		.00	300.00	
2300			CUSTOMER DEPOSITS				
7 /19	01/31/19	21	60885	T2629 VIOLETA NINO	150.00		REFUND VET HALL
7 /19	01/31/19	21	60839	T2628 MERLYN BRESENIO	150.00		REFUND VET HALL
TOTAL			CUSTOMER DEPOSITS		300.00	.00	
TOTAL			TRUST & AGENCY		300.00	300.00	
TOTAL REPORT					300.00	300.00	

FY 18/19 Warrant Register 2-08-19

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4213 - CITY MANAGER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
8 /19	02/08/19	21		60952	5396 OFFICE DEPOT		34.75	.00	FRAME,CORNELL,8.5X11
8 /19	02/08/19	21		60952	5396 OFFICE DEPOT		24.61	.00	WIPES,DISINF/TISSUE
8 /19	02/08/19	21		60952	5396 OFFICE DEPOT		-8.69	.00	260181911001 RTN FRAM
8 /19	02/08/19	21		60952	5396 OFFICE DEPOT		17.37	.00	FRAME,CORNELL,8.5X11
TOTAL					OPERATING SUPPLIES	.00	68.04	.00	
TOTAL					CITY MANAGER	.00	68.04	.00	

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4220 - MAINTENANCE DIVISION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									OPERATING SUPPLIES
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		16.08	.00	COB DRILL BIT
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		18.22	.00	OVAL BRUSH
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		18.22	.00	GE100W T4 HALO LAMP
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		18.22	.00	1X36 11GA STL ANGLE
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		19.28	.00	MP 12" LH WALL STRIPP
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		19.71	.00	NUTS & BOLTS
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		20.36	.00	LOBBY BROOM
8	/19	02/08/19	21	8817 -01 60974	1547 VERITIV OPERATIN		50.73	-50.73	SUPPLIES
8	/19	02/08/19	21	8817 -01 60974	1547 VERITIV OPERATIN		67.98	-67.98	SUPPLIES
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		89.89	.00	DOOR STOP/BATTERIES
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		113.66	.00	ROOF CEMENT
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		125.45	.00	FBG LHRP SHOVEL
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		128.69	.00	BACKPACK SPRAYER
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		192.17	.00	MOP WRINGER/NUTS & BO
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		207.17	.00	SAT PASTEL BASE/WOVEN
8	/19	02/08/19	21	60974	1547 VERITIV OPERATIN		372.86	.00	WASHRM CLEANER/DISINF
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		-30.02	.00	A297978 RETURN ENTRY
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		4.27	.00	RUBB HOSE WASHER
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		6.96	.00	15A BLK RESID HD PLUG
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		8.22	.00	MIDWEST FASTNER PK
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		24.91	.00	SCRAPER/BLADE/ROLL CO
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		25.71	.00	CLOROX 121OZ REG BLEA
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		12.92	.00	UTIL LIGHTER/MINI BRU
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		11.79	.00	GT FULL SZ ZINC NOZZL
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		11.97	.00	MIDWAST FASTNER PK
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		30.01	.00	DURA 2PK 9V ALK BATTE
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		30.01	.00	GORI TAPE
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		28.19	.00	FOAM ROLL COVER/BRUSH
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		28.45	.00	TV ILCO LOCK KEY BLAN
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		23.57	.00	COBBERT COBWEB DUSTER
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		25.72	.00	PRO LG ANG BROOM
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		25.97	.00	PAINT PAIL/NUTS & BOL
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		30.64	.00	EUROPEAN BOWL BRUSH
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		34.13	.00	CHIP BRUSH/WD FINISH
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		31.71	.00	NUTS & BOLTS/PAINT
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		42.79	.00	TV SCHLAG LOCK KEYBLA
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		44.98	.00	13OZ WHT PRIMER SPRAY
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		47.14	.00	ENTRY LOCKSET/TV SCHL
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		100.79	.00	WTR NOZZLE/NEVERKINK
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		70.21	.00	FBG FABRIC/FLEX TAPE
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		75.24	.00	STL ANGLE/NUTS & BOLT
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		80.49	.00	TFE PAST/ADJ WRENCH
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		47.16	.00	DURA 8PK D ALK BATTER
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		48.21	.00	VAC BREAKER
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		50.36	.00	VEHICLE WASH BRUSH/DU
8	/19	02/08/19	21	60942	0304 LEMOORE HARDWARE		52.06	.00	PROJ LIQ NAILS/MANIFO

RUN DATE 02/11/2019 TIME 10:05:35

PEI - FUND ACCOUNTING

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4220 - MAINTENANCE DIVISION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING SUPPLIES	(cont'd)					
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		55.72	.00	TRASH CAN PAN/PRIMER
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		61.12	.00	ROOF CEMENT
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		63.74	.00	MIDWEST FASTNER PK
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		64.31	.00	EVERGRN REFUSCAN
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		66.09	.00	CABLE TIE/SCISSORS
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		69.25	.00	PARACORD/NYL ROPE/NUT
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		69.30	.00	KNIT COVER/CABLE TIE
TOTAL			OPERATING SUPPLIES			.00	2,952.78	-118.71	
4340			UTILITIES						
8 /19	02/08/19	21		60960	0363 PG&E		8,526.76	.00	11/29/18-12/30/18
TOTAL			UTILITIES			.00	8,526.76	.00	
4350			REPAIR/MAINT SERVICES						
8 /19	02/08/19	21		60926	6506 GOPHER GRABBERS,		150.00	.00	ONE TIME SVC @ LPD
TOTAL			REPAIR/MAINT SERVICES			.00	150.00	.00	
TOTAL			MAINTENANCE DIVISION			.00	11,629.54	-118.71	

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4221 - POLICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
8 /19	02/08/19	21		60917	2046 CDW GOVERNMENT,		200.21	.00	TRIPP 12U 4POST OPEN
8 /19	02/08/19	21	8752	-01 60922	6398 DURATECH USA, IN		679.92	-679.92	GBM3X2 BATTERY (F110 TABL
8 /19	02/08/19	21	8752	-02 60922	6398 DURATECH USA, IN		509.94	-509.94	GBM3X2 BATTERY (V110 MDT'
8 /19	02/08/19	21	8752	-03 60922	6398 DURATECH USA, IN		86.26	-86.26	TAX
8 /19	02/08/19	21	8752	-04 60922	6398 DURATECH USA, IN		20.00	-20.00	SHIPPING
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		21.81	.00	NUTS & BOLTS
8 /19	02/08/19	21		60925	2960 GALLS		69.35	.00	HI VIS TRAFFIC WAND
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		34.31	.00	ME25' 12/3 YEL EXT CO
TOTAL					OPERATING SUPPLIES	.00	1,621.80	-1,296.12	
4310					PROFESSIONAL CONTRACT SVC				
8 /19	02/08/19	21		60931	3088 JONES TOWING, IN		220.00	.00	2011 BMW 328I
8 /19	02/08/19	21		60928	5814 CITY OF HANFORD		14,665.14	.00	DISPATCH FEB 19
TOTAL					PROFESSIONAL CONTRACT SVC	.00	14,885.14	.00	
4320					MEETINGS & DUES				
8 /19	02/08/19	21		60916	2045 BUDDY'S TROPHIES		26.81	.00	DBL ENGRAVING PLATE
TOTAL					MEETINGS & DUES	.00	26.81	.00	
4340					UTILITIES				
8 /19	02/08/19	21		60975	0116 VERIZON WIRELESS		1,603.60	.00	12/17/18-01/16/19
TOTAL					UTILITIES	.00	1,603.60	.00	
4360					TRAINING				
8 /19	02/08/19	21		60919	0879 COLLEGE OF THE S		432.00	.00	DRUG/ALCOHOL RECOG CL
TOTAL					TRAINING	.00	432.00	.00	
4380					RENTALS & LEASES				
8 /19	02/08/19	21		60972	5842 U.S. BANK EQUIPM		812.04	.00	PD COPIER 01/15-02/15
TOTAL					RENTALS & LEASES	.00	812.04	.00	
TOTAL					POLICE	.00	19,381.39	-1,296.12	

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4222 - FIRE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
					OPERATING SUPPLIES				
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		127.25	.00	ROOF CEMENT/TARP/BATT
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		115.75	.00	BATTERIES/CABLE TIES
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		21.44	.00	BLK OX BIT
8 /19	02/08/19	21	8965	-01 60973	6123 VALLEY ELECTRIC		550.00	-550.00	ALUMINUM SHELVES & BRACKE
8 /19	02/08/19	21	8965	-02 60973	6123 VALLEY ELECTRIC		977.96	-977.96	POLY BRACKETS FOR STRUTS
8 /19	02/08/19	21	8965	-03 60973	6123 VALLEY ELECTRIC		114.47	-114.47	LIGHT BRACKETS & EQUIPMEN
8 /19	02/08/19	21	8965	-04 60973	6123 VALLEY ELECTRIC		156.00	-156.00	ELECTRICAL PARTS FOR CHAR
8 /19	02/08/19	21	8965	-05 60973	6123 VALLEY ELECTRIC		41.02	-41.02	SLEDGE HAMMER
8 /19	02/08/19	21	8965	-06 60973	6123 VALLEY ELECTRIC		268.61	-268.61	SECONDARY KEYED PUSH BUTT
8 /19	02/08/19	21	8965	-07 60973	6123 VALLEY ELECTRIC		150.00	-150.00	GRAULER SIRE FOR ENGINE 1
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		11.79	.00	POLY ROPE
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		7.10	.00	NUTS & BOLTS
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		4.29	.00	NUTS & BOLTS
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		27.86	.00	BAR & CHAIN GRILL/BAT
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		100.79	.00	TELE WHEEL/TAPE MEASU
TOTAL					OPERATING SUPPLIES	.00	2,674.33	-2,258.06	
4230									
					REPAIR/MAINT SUPPLIES				
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		49.31	.00	NUTS & BOLTS/TOIL PAP
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		29.99	.00	COMBAT ANT SYS/GOO GO
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		38.60	.00	TELESCOP BYPASS LOOPE
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		5.81	.00	NUTS & BOLTS
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		5.83	.00	NUT & BOLTS
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		3.32	.00	HARDWARE
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		8.30	.00	NUTS & BOLTS
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		8.56	.00	DRY SAND SCREEN
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		11.79	.00	3.5QT PAIL READY MIX
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		23.56	.00	BRS NIPPLES
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		21.95	.00	ALU MTL ENAMEL/SPRAY
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		19.29	.00	48" FBG HANDLE
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		18.21	.00	15A125V ARMOR CONNECT
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		13.58	.00	NUTS & BOLTS
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		14.33	.00	FEM CONNECTOR/FILT HO
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		15.32	.00	GALV NIPPLE
TOTAL					REPAIR/MAINT SUPPLIES	.00	287.75	.00	
4310									
					PROFESSIONAL CONTRACT SVC				
8 /19	02/08/19	21		60928	5814 CITY OF HANFORD		10,998.86	.00	DISPATCH FEB 19
TOTAL					PROFESSIONAL CONTRACT SVC	.00	10,998.86	.00	
4350									
					REPAIR/MAINT SERVICES				
8 /19	02/08/19	21	8964	-03 60913	0053 BAUER COMPRESSOR		1,590.68	-1,593.82	SERVICE AIR COMPRESSORS
8 /19	02/08/19	21	8964	-04 60913	0053 BAUER COMPRESSOR		46.18	-46.27	SALES TAX @ 7.25% ON \$593
TOTAL					REPAIR/MAINT SERVICES	.00	1,636.86	-1,640.09	
TOTAL					FIRE	.00	15,597.80	-3,898.15	

RUN DATE 02/11/2019 TIME 10:05:35

PEI - FUND ACCOUNTING

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4222 - FIRE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350									REPAIR/MAINT SERVICES

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4231 - STREETS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
									OPERATING SUPPLIES
8 /19	02/08/19	21	8967	-01 60951	5333 MEDALLION SUPPLY		393.00	-393.00	600V STREET LIGHT FUSES
8 /19	02/08/19	21	8967	-02 60951	5333 MEDALLION SUPPLY		166.80	-166.80	26W LIGHTS
8 /19	02/08/19	21	8967	-03 60951	5333 MEDALLION SUPPLY		40.59	-40.59	SALES TAX @ 7.25%
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		210.13	.00	RAINSUIT/SOCK BOOT
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		23.03	.00	SHRINK TUBING/BUTT CO
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		94.34	.00	24" SPRING BRACE RAKE
TOTAL						.00	927.89	-600.39	
4310									
									PROFESSIONAL CONTRACT SVC
8 /19	02/08/19	21	8718	-01 60923	5758 MARK FERNANDES		215.00	-215.00	MAINTENANCE OF LANDSCAPE
8 /19	02/08/19	21	8718	-01 60923	5758 MARK FERNANDES		500.00	-500.00	MAINTENANCE OF LANDSCAPE
TOTAL						.00	715.00	-715.00	
4340									
									UTILITIES
8 /19	02/08/19	21		60958	0363 PG&E		7,770.71	.00	12/15/18-01/15/19
8 /19	02/08/19	21		60957	0363 PG&E		1,093.88	.00	12/15/18-01/15/19
8 /19	02/08/19	21		60955	0363 PG&E		76.78	.00	12/13/18-01/11/19
8 /19	02/08/19	21		60956	0363 PG&E		59.31	.00	12/18/18-01/16/19
TOTAL						.00	9,000.68	.00	
4350									
									REPAIR/MAINT SERVICES
8 /19	02/08/19	21	8966	-01 60935	5038 KROONENBERG CRAN		740.00	-740.00	CHRISTMAS TREE REMOVAL
8 /19	02/08/19	21	8966	-02 60935	5038 KROONENBERG CRAN		74.00	-74.00	FUEL SURCHARGE
TOTAL						.00	814.00	-814.00	
TOTAL						.00	11,457.57	-2,129.39	STREETS

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4241 - PARKS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		13.95	.00	4" POLY FOAM/RECOVERY
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		21.21	.00	NUTS & BOLTS
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		43.95	.00	GT FULL SZ SINC NOZZL
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		48.19	.00	KWIKSETLOCK/RAKE
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		83.63	.00	28" FORGED LOPPER/BYP
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		47.15	.00	COBBERT COBWEB DUSTER
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		35.36	.00	GT FULL SZ ZINC NOZZL
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		37.37	.00	PVC TERM ADAPTER/FITT
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		29.99	.00	13OZ WHT PRIMER SPRAY
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		7.50	.00	13OZ WHT PRIMER SPRAY
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		27.86	.00	3/8X3/8X24 SS CONNECT
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		9.64	.00	BOWL BRUSH
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		10.93	.00	PIPE T COMPOUND/NUTS
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		3.74	.00	MIP PLUG
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		2.15	.00	NUTS & BOLTS
TOTAL					OPERATING SUPPLIES	.00	422.62	.00	
4310					PROFESSIONAL CONTRACT SVC				
8 /19	02/08/19	21		60926	6506 GOPHER GRABBERS,		325.00	.00	RMVL SVC HERITAGE PRK
8 /19	02/08/19	21		60926	6506 GOPHER GRABBERS,		300.00	.00	RMVL SVC SPRTS OCT18
8 /19	02/08/19	21		60926	6506 GOPHER GRABBERS,		300.00	.00	RMVL SVC SPRTS NOV18
8 /19	02/08/19	21		60926	6506 GOPHER GRABBERS,		300.00	.00	RMVL SVC SPRTS DEC18
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,225.00	.00	
TOTAL					PARKS	.00	1,647.62	.00	

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4242 - RECREATION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
8 /19	02/08/19	21		60966	0419 SMART & FINAL		427.04	.00	VENDING MACHINE
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		6.42	.00	1250PK 1/2" HD STAPLE
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		26.97	.00	PIGTAIL ADAPTER/EXT C
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		102.36	.00	GORI TAPE/EXT CORD
TOTAL					OPERATING SUPPLIES	.00	562.79	.00	
4310					PROFESSIONAL CONTRACT SVC				
8 /19	02/08/19	21		60912	0040 LARRY AVILA		258.00	.00	ATTENDANT 0105-0131
8 /19	02/08/19	21		60918	6731 FLORENCE COLBY		189.00	.00	ZUMBA FEB 19
8 /19	02/08/19	21		60971	7060 JUAN URBIETA		108.00	.00	CLEAN UP 0125-0131
8 /19	02/08/19	21		60968	T1328 DENISE TAYLOR		140.00	.00	HORSEBK LESSNS JAN 18
TOTAL					PROFESSIONAL CONTRACT SVC	.00	695.00	.00	
TOTAL					RECREATION	.00	1,257.79	.00	

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4296 - INFORMATION TECHNOLOGY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
	8 /19	02/08/19	21	60970	5818 UNWIRED BROADBAN		98.55	.00	ADDTL DISK SPACE
	8 /19	02/08/19	21	60970	5818 UNWIRED BROADBAN		210.00	.00	RECURRING CHRG FEB 19
TOTAL					UTILITIES	.00	308.55	.00	
TOTAL					INFORMATION TECHNOLOGY	.00	308.55	.00	

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 11
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4297 - HUMAN RESOURCES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
8 /19	02/08/19	21		60934	6543 KINGS INDUSTRIAL		135.00	.00	PHYSICAL EXAMS
TOTAL						.00	135.00	.00	
4320									
8 /19	02/08/19	21	8746	-01 60914	2836 THE BODY SHOP HE		200.00	-200.00	MONTHLY CHARGE FOR CITY E
8 /19	02/08/19	21	8746	-01 60914	2836 THE BODY SHOP HE		215.00	-215.00	MONTHLY CHARGE FOR CITY E
TOTAL						.00	415.00	-415.00	
TOTAL						.00	550.00	-415.00	
TOTAL						.00	61,898.30	-7,857.37	

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 12
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 040 - FLEET MAINTENANCE
BUDGET UNIT - 4265 - FLEET MAINTENANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
8 /19	02/08/19	21		60969	0634 TERMINAL AIR BRA		455.87	.00	3600AX/CAST DRUM/REMA
8 /19	02/08/19	21		60969	0634 TERMINAL AIR BRA		404.26	.00	AIR BAG
TOTAL					OPERATING SUPPLIES	.00	860.13	.00	
4230					REPAIR/MAINT SUPPLIES				
8 /19	02/08/19	21		60924	1505 FRESNO TRUCK CEN		419.15	.00	MIRROR
8 /19	02/08/19	21		60921	5289 CUMMINS PACIFIC,		310.84	.00	KIT, SPARK PLUG
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		13.10	.00	NUTS & BOLTS
8 /19	02/08/19	21	8931 -01	60953	4015 OLD DOMINION BRU		2,778.81	-2,778.81	PARTS FOR LEAF MACHINE UN
TOTAL					REPAIR/MAINT SUPPLIES	.00	3,521.90	-2,778.81	
4350					REPAIR/MAINT SERVICES				
8 /19	02/08/19	21		60965	0535 RUCKSTELL CALIF		275.10	.00	DIAGNOSIS/TUBING/FUSE
8 /19	02/08/19	21		60977	6741 VISION GLASS WER		220.88	.00	TRUCK #114 DW1304
8 /19	02/08/19	21		60977	6741 VISION GLASS WER		140.25	.00	UNIT #36 DU6314
8 /19	02/08/19	21		60920	6374 COOK'S COMMUNICA		187.50	.00	LABOR SIREN/HEADLIGHT
8 /19	02/08/19	21		60932	0242 JORGENSEN COMPAN		343.81	.00	FIRE EXT MAINT/RECHAR
8 /19	02/08/19	21		60931	3088 JONES TOWING, IN		75.00	.00	2008 CHEV SILV TRK
TOTAL					REPAIR/MAINT SERVICES	.00	1,242.54	.00	
TOTAL					FLEET MAINTENANCE	.00	5,624.57	-2,778.81	
TOTAL					FLEET MAINTENANCE	.00	5,624.57	-2,778.81	

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 13
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 045 - GOLF COURSE - CITY
BUDGET UNIT - 4245 - GOLF COURSE-CITY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000K									
8 /19	02/08/19	21	8738	-01 60954	6438 PEPSI BEVERAGES		788.25	-788.25	PEPSI PRODUCTS
8 /19	02/08/19	21		60911	6558 THE ANTIGUA GROU		192.83	.00	JACKETS/PULLOVERS
TOTAL						.00	981.08	-788.25	
4000P									
8 /19	02/08/19	21		60911	6558 THE ANTIGUA GROU		210.12	.00	WOMEN'S TOPS
8 /19	02/08/19	21		60976	6595 VERN WASKOM COMP		123.40	.00	BAGS & TEES
8 /19	02/08/19	21		60967	6443 TAYLORMADE GOLF		161.48	.00	TM18PERFSEEKER
8 /19	02/08/19	21	8716	-01 60967	6443 TAYLORMADE GOLF		660.36	-660.36	BLANKET - GOLF CLUBS, BAG
8 /19	02/08/19	21		60976	6595 VERN WASKOM COMP		15.15	.00	PRO-FIX 5 & 10
8 /19	02/08/19	21		60976	6595 VERN WASKOM COMP		37.67	.00	ZEUS GOLF CR2 2-PK BA
8 /19	02/08/19	21		60911	6558 THE ANTIGUA GROU		35.61	.00	WOMEN'S OUTERWEAR
8 /19	02/08/19	21		60911	6558 THE ANTIGUA GROU		-57.60	.00	AIN-0787233 CREDIT
TOTAL						.00	1,186.19	-660.36	
4291									
8 /19	02/08/19	21		60936	6080 LEE CENTRAL CALI		400.00	.00	86320-1 12/08/18 GOLF
TOTAL						.00	400.00	.00	
TOTAL						.00	2,567.27	-1,448.61	
TOTAL						.00	2,567.27	-1,448.61	

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 14
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING	SUPPLIES					
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		128.67	.00	GT5/8X100NEVERKINK HO
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		13.92	.00	WD40 12OZ MP LUBRICAN
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		17.15	.00	MISC MDSE
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		19.29	.00	GT 1GAL LD TANK SPRAY
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		-2.15	.00	ENER 2PK AAA BATTERY
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		2.99	.00	20PK 8" WHT CABLE TIE
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		6.21	.00	DURA2PK 3V 2032 BATTE
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		10.27	.00	MESH PAINT STRAINER
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		7.50	.00	8" PERFORM STR SCISSO
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		23.79	.00	3/4X60' ELEC TAPE/STR
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		29.46	.00	LAVAR BAR/HD CONNECTO
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		12.73	.00	WHT CHIP BRUSH
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		13.04	.00	5PK BIMETAL UTIL BLAD
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		35.38	.00	3PK 1-34"COVER PADLOC
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		38.59	.00	FK150 FOLD UTIL KNIFE
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		41.34	.00	STENCIL SET/SPRAY PAI
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		30.54	.00	GT FLORAL SHOVEL
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		35.24	.00	SOCKET ADAPTERS
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		31.07	.00	2-3G GORILLA SUPER GL
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		31.09	.00	2 IN 1 24" PUSH BROOM
8 /19	02/08/19	21		60945	7043 LEMOORE HARDWARE		95.42	.00	2PK 12" 6T RECIP BLAD
TOTAL			OPERATING	SUPPLIES		.00	621.54	.00	
4230			REPAIR/MAINT	SUPPLIES					
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		107.24	.00	8' FBG II STEP LADDER
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		73.36	.00	TEE/ELBOW/BUSHING
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		85.72	.00	PLASTIC PAIL/CAULK/SH
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		56.82	.00	ME50' 14/3 RED EXT CO
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		51.82	.00	AJAX/BOWL CLEANER/AIR
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		32.73	.00	THERMOS BRUSH/DUSTER
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		33.22	.00	CONTR BAG/PACK TAPE
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		43.73	.00	TAPE/METAL BLADE
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		25.71	.00	10.1OZWHT WIND/DR CAU
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		11.79	.00	OUT PWR ANG BROOM
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		27.86	.00	DURA 16PK AA/AAA BATT
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		30.17	.00	MUTS & BOLTS/K&B SEAL
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		25.72	.00	FK150 FOLD UTIL KNIFE
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		26.17	.00	NUTS & BOLTS
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		26.79	.00	DURA 3PK D BATTERY
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		9.95	.00	TOILET BOWL KIT/GASKE
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		11.03	.00	MP BST 2PK 4X1/2 COVE
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		8.57	.00	1X125 4MM IND MNT TAP
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		5.98	.00	3" WHT CHIP BRUSH
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		5.35	.00	TAN SEAL TAPE
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		21.44	.00	GT FLORAL SHOVEL
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		19.56	.00	NUTS & BOLTS

RUN DATE 02/11/2019 TIME 10:05:36

PEI - FUND ACCOUNTING

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 15
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230			REPAIR/MAINT SUPPLIES	(cont'd)					
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		19.29	.00	18PK DRIVER BIT SET
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		18.75	.00	MPBST 6.5X3/8 COV/FRA
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		18.22	.00	DECK SCREW
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		13.69	.00	2" GP STL SPR CLAMP
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		14.99	.00	MPGD 9X1-1/4 KNIT COV
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		15.00	.00	QT CONCRETE CRACK SEA
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		115.82	.00	100' 12/3 YEL EXT COR
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		108.61	.00	NEVERKINK HOSE/COUPLI
8 /19	02/08/19	21		60947	7044 LEMOORE HARDWARE		164.07	.00	TOILET SEAL & STAND
TOTAL			REPAIR/MAINT SUPPLIES			.00	1,229.17	.00	
4310			PROFESSIONAL CONTRACT SVC						
8 /19	02/08/19	21		60928	5814 CITY OF HANFORD		3,666.29	.00	DISPATCH FEB 19
TOTAL			PROFESSIONAL CONTRACT SVC			.00	3,666.29	.00	
4340			UTILITIES						
8 /19	02/08/19	21		60961	0363 PG&E		33,127.85	.00	12/12/18-01/10/19
8 /19	02/08/19	21		60963	6627 PG&E NON ENERGY		481.72	.00	ELECTRIC DISTRIBUTION
8 /19	02/08/19	21		60961	0363 PG&E		818.40	.00	12/17/18-01/14/19
TOTAL			UTILITIES			.00	34,427.97	.00	
4350			REPAIR/MAINT SERVICES						
8 /19	02/08/19	21	8958 -01	60933	7032 KAWEAH PUMP, INC		110.97	-110.97	ROLL 1" CAMBRIC TAPE
8 /19	02/08/19	21	8958 -02	60933	7032 KAWEAH PUMP, INC		22.07	-22.07	ROLL SUPER 33 TAPE 0612
8 /19	02/08/19	21	8958 -03	60933	7032 KAWEAH PUMP, INC		10.31	-10.31	SALES TAX @ 7.75%
8 /19	02/08/19	21	8958 -04	60933	7032 KAWEAH PUMP, INC		2,827.50	-2,827.50	LABOR
8 /19	02/08/19	21	8960 -01	60950	3073 MATTOS UNDERGROU		5,017.64	-5,017.64	12/17/18: MOBILIZE, EXCAV
8 /19	02/08/19	21	8960 -02	60950	3073 MATTOS UNDERGROU		1,341.43	-1,341.43	12" FULL RANGE REPAIR COU
TOTAL			REPAIR/MAINT SERVICES			.00	9,329.92	-9,329.92	
4392			SOLAR LOAN INTEREST EXP						
8 /19	02/08/19	21		60964	6388 PINNACLE PUBLIC		32,102.33	.00	SOLAR PROJ INTRST
TOTAL			SOLAR LOAN INTEREST EXP			.00	32,102.33	.00	
4393			SOLAR PRINCIPAL						
8 /19	02/08/19	21		60964	6388 PINNACLE PUBLIC		111,304.83	.00	SOLAR PROJ PRNCPL
TOTAL			SOLAR PRINCIPAL			.00	111,304.83	.00	
4825			MACHINERY & EQUIPMENT						
8 /19	02/08/19	21	8956 -01	60927	6550 HANFORD EQUIPMEN		12,934.35	-12,934.35	KUBOTA RTVX900 G-H
8 /19	02/08/19	21	8956 -02	60927	6550 HANFORD EQUIPMEN		7.00	-7.00	CA TIRE TAX
TOTAL			MACHINERY & EQUIPMENT			.00	12,941.35	-12,941.35	
TOTAL			WATER			.00	205,623.40	-22,271.27	

RUN DATE 02/11/2019 TIME 10:05:36

PEI - FUND ACCOUNTING

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 16
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 050 - WATER
BUDGET UNIT - 4251 - UTILITY OFFICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
4310									
8 /19 02/08/19 21				60930	5546 INFOSEND		1,393.72	.00	STMTS DEC 18/ADDR CHG
TOTAL						.00	1,393.72	.00	
4335									
8 /19 02/08/19 21				60930	5546 INFOSEND		2,562.65	.00	STMTS DEC 18/ADDR CHG
TOTAL						.00	2,562.65	.00	
TOTAL						.00	3,956.37	.00	
TOTAL						.00	209,579.77	-22,271.27	

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 17
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	8 /19	02/08/19 21		60942	0304 LEMOORE HARDWARE		34.30	.00	LEGEND GAL JUG
TOTAL						.00	34.30	.00	
4230									
	8 /19	02/08/19 21		60942	0304 LEMOORE HARDWARE		34.04	.00	PT2X12OZ GLS PAINT
	8 /19	02/08/19 21		60942	0304 LEMOORE HARDWARE		66.19	.00	PAINT/500W LAMP
	8 /19	02/08/19 21		60942	0304 LEMOORE HARDWARE		9.43	.00	HARDWARE
TOTAL						.00	109.66	.00	
4310									
	8 /19	02/08/19 21		60928	5814 CITY OF HANFORD		3,666.29	.00	DISPATCH FEB 19
TOTAL						.00	3,666.29	.00	
TOTAL						.00	3,810.25	.00	
TOTAL						.00	3,810.25	.00	

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 18
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 4260 - SEWER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
8 /19	02/08/19	21		60943	7041 LEMOORE HARDWARE		7.06	.00	5/16X2X3-1/4 U-BOLT
8 /19	02/08/19	21		60943	7041 LEMOORE HARDWARE		11.23	.00	128OZ RED SCENT BLEAC
8 /19	02/08/19	21		60943	7041 LEMOORE HARDWARE		10.50	.00	AA ALK BATTERY
8 /19	02/08/19	21		60943	7041 LEMOORE HARDWARE		2.99	.00	BUTT CONNECTOR
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		11.79	.00	POLY LWN RAKE
8 /19	02/08/19	21		60943	7041 LEMOORE HARDWARE		70.76	.00	16T FBG BOW RAKE
8 /19	02/08/19	21		60943	7041 LEMOORE HARDWARE		94.32	.00	LG WORK GLOVE/SAFE GL
8 /19	02/08/19	21		60943	7041 LEMOORE HARDWARE		41.82	.00	GT PH DIGGER
8 /19	02/08/19	21		60942	0304 LEMOORE HARDWARE		38.89	.00	KEY ID/QUILTED TOILET
8 /19	02/08/19	21		60943	7041 LEMOORE HARDWARE		38.60	.00	5LB 3" SUP CHL TABLET
8 /19	02/08/19	21		60943	7041 LEMOORE HARDWARE		38.57	.00	24REGROLLCHARMINSTRON
TOTAL					OPERATING SUPPLIES	.00	366.53	.00	
4230					REPAIR/MAINT SUPPLIES				
8 /19	02/08/19	21		60944	7042 LEMOORE HARDWARE		36.44	.00	EVER 8PK C ALT BATTER
8 /19	02/08/19	21		60944	7042 LEMOORE HARDWARE		35.03	.00	NUTS & BOLTS
8 /19	02/08/19	21		60944	7042 LEMOORE HARDWARE		77.87	.00	100PK WIRE/50PK BLU W
8 /19	02/08/19	21		60944	7042 LEMOORE HARDWARE		1.12	.00	NUTS & BOLTS
8 /19	02/08/19	21		60944	7042 LEMOORE HARDWARE		5.56	.00	MM 3.2OZ MP 2 CYC OIL
8 /19	02/08/19	21		60944	7042 LEMOORE HARDWARE		4.54	.00	NUTS & BOLTS
8 /19	02/08/19	21		60944	7042 LEMOORE HARDWARE		7.06	.00	5/16X2.5X3.5 U-BOLT/N
8 /19	02/08/19	21		60944	7042 LEMOORE HARDWARE		9.64	.00	LB 2X8 GRN DECK SCREW
8 /19	02/08/19	21	8959	-01 60910	6310 AMERIGAS		718.76	-718.76	PROPANE SEWER PLANT TRAPW
8 /19	02/08/19	21	8959	-02 60910	6310 AMERIGAS		10.99	-10.99	HAZMAT FEE
8 /19	02/08/19	21	8959	-03 60910	6310 AMERIGAS		6.31	-6.31	FUEL RECOVERY FEE
8 /19	02/08/19	21	8959	-04 60910	6310 AMERIGAS		7.99	-7.99	WILL CALL CONVENIENCE FEE
8 /19	02/08/19	21	8959	-05 60910	6310 AMERIGAS		44.64	-44.64	STATE SALES TAX
8 /19	02/08/19	21	8959	-06 60910	6310 AMERIGAS		9.30	-9.30	COUNTY SALES TAX
TOTAL					REPAIR/MAINT SUPPLIES	.00	975.25	-797.99	
4310					PROFESSIONAL CONTRACT SVC				
8 /19	02/08/19	21		60928	5814 CITY OF HANFORD		3,666.27	.00	DISPATCH FEB 19
TOTAL					PROFESSIONAL CONTRACT SVC	.00	3,666.27	.00	
4340					UTILITIES				
8 /19	02/08/19	21		60959	0363 PG&E		10,350.92	.00	12/19/18-01/17/19
8 /19	02/08/19	21		60962	0363 PG&E		19.71	.00	12/18/18-01/16/19
TOTAL					UTILITIES	.00	10,370.63	.00	
4350					REPAIR/MAINT SERVICES				
8 /19	02/08/19	21		60979	2924 WESTERN PLUMBING		250.00	.00	REPAIR WATER HEATER
TOTAL					REPAIR/MAINT SERVICES	.00	250.00	.00	
4360					TRAINING				
8 /19	02/08/19	21		60949	T2161 JUAN DIEGO LOPEZ		228.00	.00	ADVANCE-PER DIEM/MEAL
8 /19	02/08/19	21	8957	-01 60978	6915 WASTEWATER TECHN		850.00	-850.00	OCMR III SAN JOSE, FEB 11

RUN DATE 02/11/2019 TIME 10:05:36

PEI - FUND ACCOUNTING

PEI
DATE: 02/11/2019
TIME: 10:05:34

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 19
AUDIT11

SELECTION CRITERIA: transact.fund between '001' and '300' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 4260 - SEWER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4360		TRAINING		(cont'd)					
TOTAL		TRAINING				.00	1,078.00	-850.00	
TOTAL		SEWER				.00	16,706.68	-1,647.99	
TOTAL		SEWER& STORM WTR DRAINAGE				.00	16,706.68	-1,647.99	
TOTAL		REPORT				.00	300,186.84	-36,004.05	

PEI
DATE: 02/11/2019
TIME: 10:12:49

CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT311

SELECTION CRITERIA: account.acct between '1011' and '2021'AND transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 082 - PAYROLL

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
1161			ACCOUNTS RECEIVABLE				
8 /19	02/08/19	21	60929	2688 JOHN HENDERSON	1,669.68		REISSUE COMP PAYOUT
TOTAL			ACCOUNTS RECEIVABLE		1,669.68	.00	
2020			ACCOUNTS PAYABLE				
8 /19	02/08/19	21	60929	2688 JOHN HENDERSON		1,669.68	REISSUE COMP PAYOUT
TOTAL			ACCOUNTS PAYABLE		.00	1,669.68	
TOTAL			PAYROLL		1,669.68	1,669.68	
TOTAL			REPORT		1,669.68	1,669.68	

PEI
DATE: 02/11/2019
TIME: 10:01:53

CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
8 /19	02/08/19	21	60966	0419 SMART & FINAL		40.64	PW VENDING MACHINE
TOTAL			ACCOUNTS PAYABLE		.00	40.64	
2308			EMPLOYEE APPRECIATION				
8 /19	02/08/19	21	60966	0419 SMART & FINAL	40.64		PW VENDING MACHINE
TOTAL			EMPLOYEE APPRECIATION		40.64	.00	
TOTAL			GENERAL FUND		40.64	40.64	
TOTAL REPORT					40.64	40.64	

PEI
DATE: 02/11/2019
TIME: 10:07:01

CITY OF LEMOORE
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT31

SELECTION CRITERIA: transact.account between '3000' and '3999' and transact.batch='HB020819'
ACCOUNTING PERIOD: 8/19

FUND - 001 - GENERAL FUND
BUDGET UNIT - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
3625							
8 /19	02/08/19	210	60915	T2628 MERLYN BRESENIO		-30.00	VET HALL OVRCHG REFND
TOTAL					.00	-30.00	.00
3685							
8 /19	02/08/19	210	60948	6161 LEMOORE MIDDLE CO		-90.00	REFUND SPORTS COMPLEX
TOTAL					.00	-90.00	.00
TOTAL	GENERAL FUND				.00	-120.00	.00
TOTAL	GENERAL FUND				.00	-120.00	.00
TOTAL REPORT					.00	-120.00	.00