



6/1/2021
City Council Meeting

**Handouts received after
agenda posted**



Fiscal Year 2021 - 2022 Proposed Budget

JUNE 1, 2021

MICHELLE SPEER, ACM/ASD

FY 2021 Revenue Projections General Fund

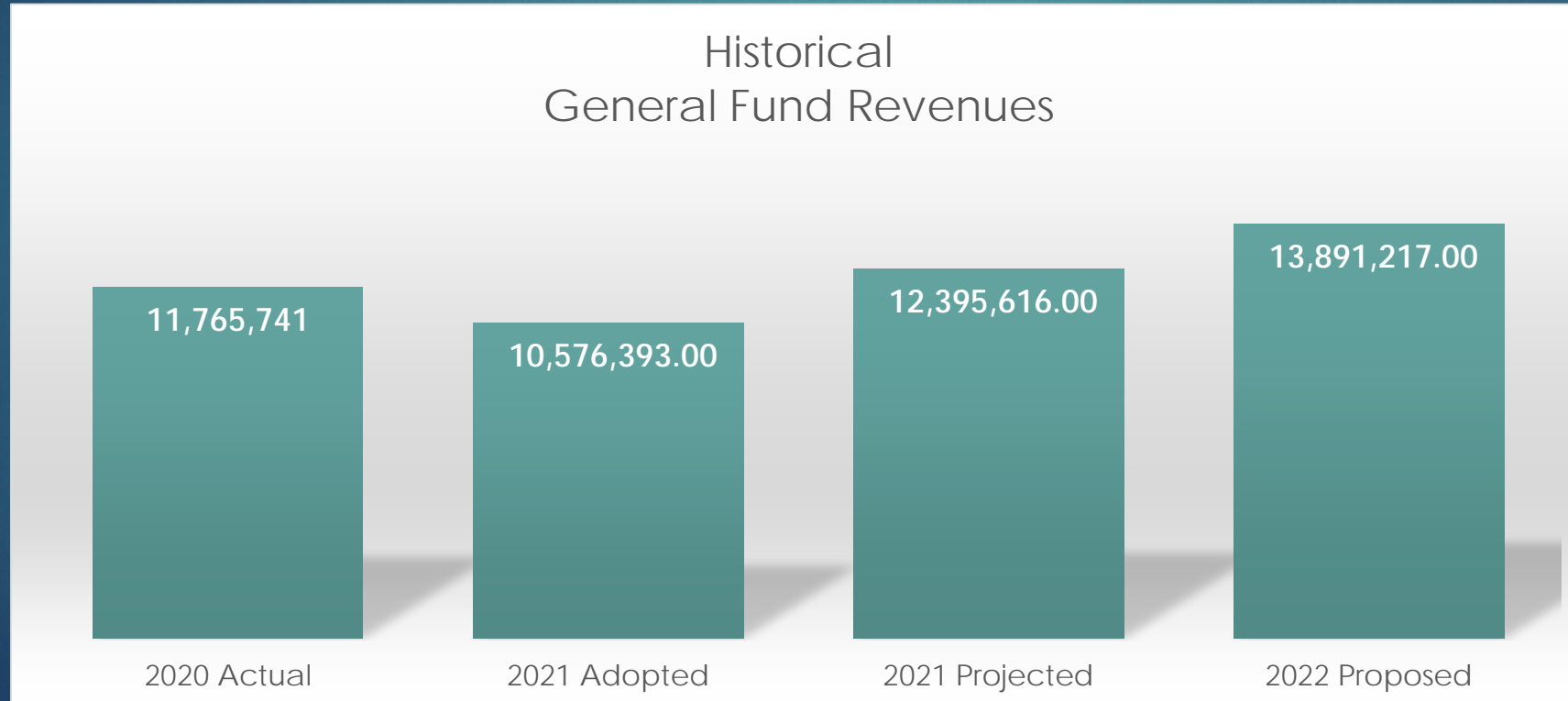
- ▶ FY21 Adopted budget included general fund revenues of \$10,576,393
- ▶ Sales tax revenues were projected to be \$1,800,000 due to unknown COVID-19 impacts
 - ▶ Sales Tax revenues for FY21 are much stronger than predicted, and are expected to be \$2,684,432
- ▶ Revenues related to property tax have been stronger than predicted in FY21
- ▶ Cannabis revenues were estimated at \$200,000, due to no previous history, and revenues have far exceeded expectations; with an estimated year end of \$880,000
- ▶ The City was able to allocate \$160,284 in CARES Act funding toward personnel costs associated with services of the Police Department
- ▶ Recreation revenues are expected to be approximately \$107,500 less due to COVID closures
- ▶ **Overall revenue projection in FY 21 is \$12,395,616**

FY 2021 Projected Expenses General Fund

- ▶ Projected Expenses for FY 2021 are \$12,293,251
 - ▶ Personnel & Operating Expenses of \$11,988,652
 - ▶ CIP expenses of \$304,599.
 - ▶ Completion of the Dispatch construction
- ▶ Budgeted Expenses for FY 2021 were \$13,478,965
- ▶ The General Fund is predicted to save \$1,185,714 in reduced expenditures
 - ▶ Positions held vacant
 - ▶ Applied CARES Act funding
 - ▶ Delayed asset replacement purchases
 - ▶ General reduction in operating supplies as many individuals were working from home due to COVID

FY 2022 Proposed General Fund Revenues

- ▶ Proposed revenues of \$13,891,217 for FY 2022
 - ▶ Increase of \$1,495,601 over FY 2021 projections
 - ▶ Increase in cannabis revenue and lease payments
 - ▶ Increase in cost allocation

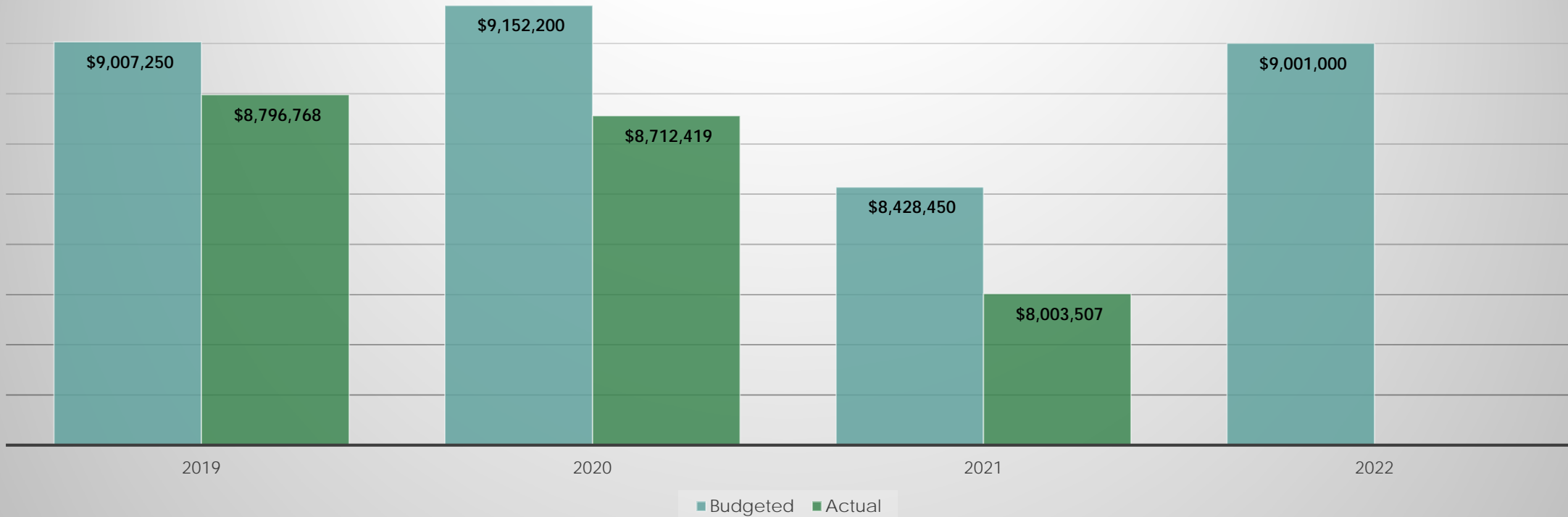


FY 2022 Proposed General Fund Expenditures

- ▶ Proposed expenditures of \$14,985,169
 - ▶ \$14,705,169 in annual operating expenses
 - ▶ \$9,001,000 in personnel salary and benefits
 - ▶ Salary & Benefit increase is attributed to increases in PERS, Risk Management, merit reinstatement, and negotiated items.
 - ▶ \$5,489,570 in services and supplies
 - ▶ \$156,390 in asset replacement
 - ▶ \$280,000 in Capital Projects
- ▶ Expenditure budgets are a “worst case scenario” and there are generally savings throughout the year
- ▶ City is looking into allowed uses of American Recovery Plan Act funds to reduce expenditures

General Fund Salary & Benefits

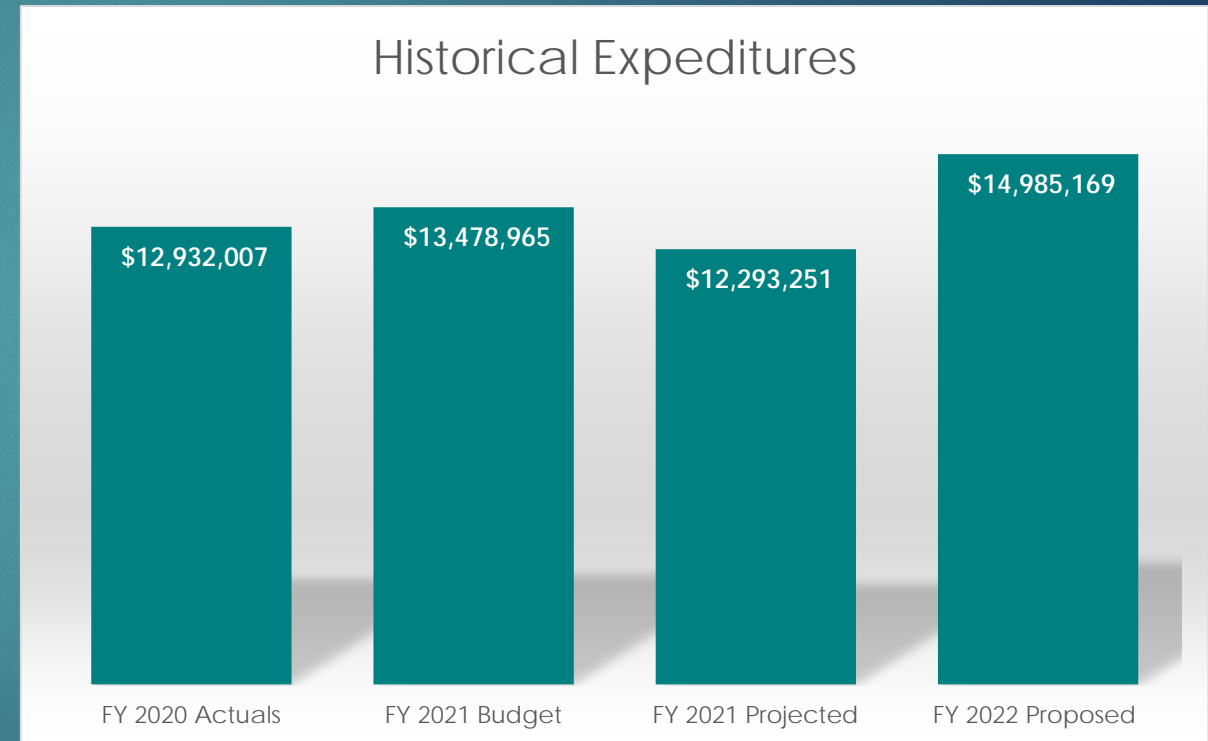
Salary & Benefits



NOTE: FY22 Salary and Benefits includes reinstatement of merit increases and other negotiated benefits

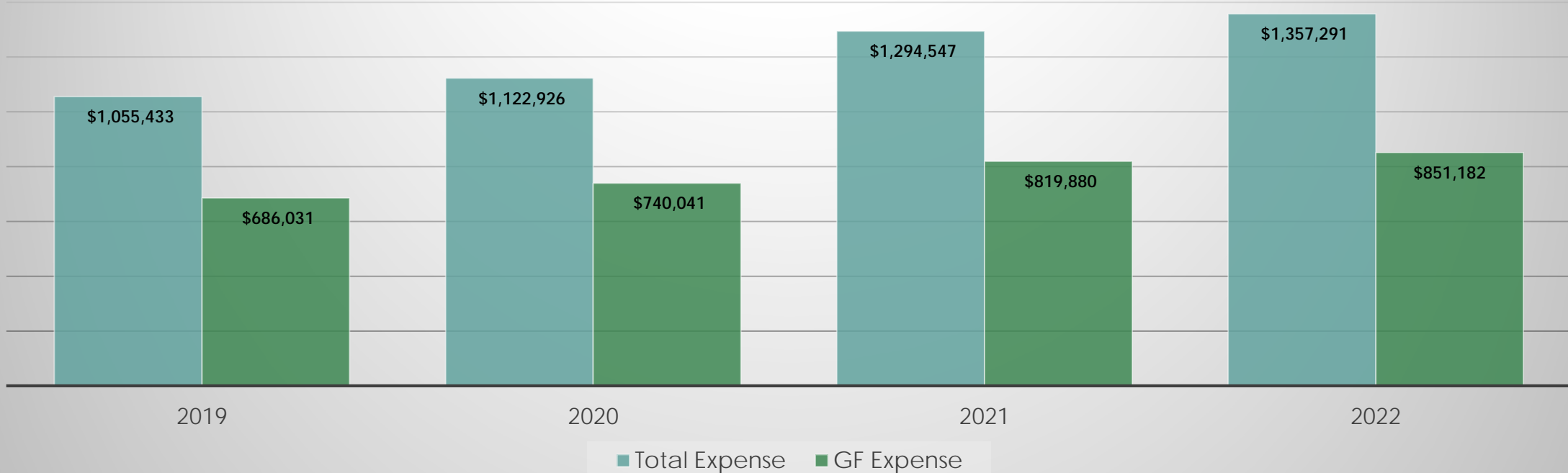
FY 2022 Proposed General Fund Expenditures

- ▶ Increase of \$2,691,918 over FY 2021 projections
- ▶ Savings of \$1,185,714 in FY 2021
 - ▶ CARES Act contribution
 - ▶ COVID
 - ▶ Unfilled positions
 - ▶ CIP reductions
- ▶ Increase of \$1,506,204 over FY 2021 Budget
 - ▶ Primarily due to increase in Salary & Benefits due to increase in PERS contributions, risk management costs, reinstatement of merit increases, and negotiated elements.
 - ▶ Enterprise Resource Management Software in FY 2022



Risk Management

Total Expenditures vs. General Fund Expenditures



On average the general fund is charged 64% of the total cost of risk management expenditures

Schedule 2 – Summary of Expenditures, General Fund

<u>GENERAL FUND</u>			2020-2021 Adopted	2020-2021 Projected	2021-2022 Proposed
001	4211	CITY COUNCIL	164,223	139,894	119,502
001	4213	CITY MANAGER	448,795	475,775	462,449
001	4214	CITY CLERK	127,519	100,450	63,691
001	4215	FINANCE	635,976	654,737	1,122,544
001	4216	COMMUNITY DEVELOPMENT	386,165	478,643	540,484
001	4220	MAINTENANCE	791,367	728,732	1,215,743
001	4221	POLICE	7,107,528	6,496,711	7,745,991
001	4222	FIRE	600,915	575,887	717,020
001	4224	BUILDING INSPECTION	590,098	445,307	720,584
001	4230	PUBLIC WORKS ADMINISTRATION	595,260	498,699	644,695
001	4231	STREETS	543,260	475,155	370,899
001	4241	PARKS	485,274	396,775	98,864
001	4242	RECREATION	240,104	158,872	301,220
001	4296	INFORMATION TECHNOLOGY	254,626	237,278	251,472
001	4297	HUMAN RESOURCES	118,555	125,738	330,011
TOTAL GENERAL FUND			13,089,665	11,988,652	14,705,169

FY 2021 General Fund Reserve Balance

- ▶ FY 2021 approved budget included a general fund deficit of \$2,902,572
 - ▶ $\$10,576,393$ (budgeted revenue) - $\$13,478,965$ (budgeted expenditure) = $\$(2,902,572)$
- ▶ FY2021 estimated fund balance to increase by approximately \$102,365 due to increased revenues and decreased expenditures
 - ▶ $\$12,395,616$ (projected revenue) - $\$12,293,251$ (projected expenditure) = $\$102,365$
- ▶ The FY 2020 audited general fund reserve ending fund balance was \$6,331,465
- ▶ The FY 2022 projected general fund reserve beginning fund balance is approximately \$6,433,830

FY 2022

General Fund Reserve Balance

- ▶ FY 2022 projected GF reserve beginning fund balance of \$6,433,830
- ▶ FY 2022 GF annual operating deficit of (\$1,093,952)
- ▶ FY 2022 projected GF reserve ending fund balance of \$5,339,878

FUND	Estimated Fund Balance 7/1/21	Receipts/ Transfers	Available Balance	Personnel Expense	Operating Exp.	Asset Replacement	Capital Projects	Debt Service	Total Expenditures	Project Fund Balance 6/30/22
GENERAL FUND – 001 ANNUAL OPERATING		13,891,217	13,891,217	9,001,000	5,489,570	156,390	280,000	58,209	14,985,169	(1,093,952)
GENERAL FUND- 001 RESERVE	6,433,830		6,433,830	-	-	-	-		1,093,952	5,339,878

Unfunded Liability

Category	FY19	FY20	FY21	FY22	FY23
Misc. Classic	403,729	496,385	566,488	666,905	740,000
Misc. PEPRA	2,251	16,335	17,871	20,310	22,000
Safety Classic	267,206	334,179	386,208	458,644	511,000
Safety PEPRA	2,452	5,942	6,987	8,603	9,900
TOTAL	675,638	852,841	977,554	1,154,462	1,282,900

All unfunded liability reported for Safety contracts are charged directly to the Police Department. All others are allocated based on the department to which the employees are assigned.

As an example, the general fund will see an increase of approximately \$74,000 in FY22 for Safety contracts alone.

General Fund Outlook

- ▶ COVID-19 did not impact the City of Lemoore as significantly as predicted.
- ▶ Increased revenues and decreased expenditures in FY2021 balanced the budget in FY 2021.
- ▶ Despite increasing revenues, operating expenses continue to rise, resulting in a general fund deficit in FY 2022.
 - ▶ Purchase of new enterprise resource planning software
 - ▶ Additional positions in two general fund departments
 - ▶ Reinstatement of merit increases
 - ▶ Other negotiated items with bargaining units
- ▶ After the changes noted above, the City anticipates a \$1.09M deficit in FY22.
 - ▶ Sales Tax Measure K would have allowed the City to bring a balanced budget in FY2022.

General Fund Outlook

- ▶ The general fund outlook is much more promising than at this time last year.
- ▶ Although the budget includes a request for deficit spending, City staff are looking at options to balance the budget
 - ▶ Use of American Recovery Plan Act (ARPA) funds
 - ▶ In FY 2023 the City anticipates increased revenues as a result of economic development growth
 - ▶ Helena Corporation
 - ▶ Cannabis cultivation
 - ▶ Other potential projects/developments
- ▶ The City's General Fund Reserve balance is much stronger than predicted, and City staff is confident that it can support the deficit spend represented in the FY 2022 budget.

Water Fund

	FY 21 Adopted Budget	FY 21 Projected Budget	FY 22 Proposed Budget
Personnel	1,381,550	1,235,938	1,555,000
Services and Supplies	5,636,724	5,139,090	6,574,808
Asset Replacement	-	-	-
Net Expenditures	7,018,274	6,375,028	8,129,808
Gross Revenue	9,432,403	10,332,058	10,418,650

FUND	Estimated Fund Balance 7/1/21	Receipts/ Transfers	Available Balance	Personnel Expense	Operating Exp.	Asset Replacement	Capital Projects	Debt Service	Total Expenditures	Project Fund Balance 6/30/22
050 WATER FUND	4,963,360	10,418,650	15,382,010	1,555,000	6,574,808	-	3,498,875	-	11,628,683	3,753,327

Refuse Fund

	FY 21 Adopted Budget	FY 21 Projected Budget	FY 22 Proposed Budget
Personnel	1,158,490	1,083,311	1,167,300
Services and Supplies	2,844,804	2,796,538	3,389,247
Asset Replacement	400,000	-	350,000
Net Expenditures	4,403,294	3,879,849	4,906,547
Gross Revenue	3,898,700	3,926,535	4,080,500

FUND	Estimated Fund Balance 7/1/21	Receipts/ Transfers	Available Balance	Personnel Expense	Operating Exp.	Asset Replacement	Capital Projects	Debt Service	Total Expenditures	Project Fund Balance 6/30/22
056 REFUSE FUND	1,121,917	4,080,500	5,202,417	1,167,300	3,389,247	350,000	20,000	-	4,926,547	275,870

Wastewater and Storm Drain Fund

	FY 21 Adopted Budget	FY 21 Projected Budget	FY 22 Proposed Budget
Personnel	967,770	774,480	1,034,800
Services and Supplies	2,379,014	1,820,844	1,801,300
Asset Replacement	-	-	-
Net Expenditures	3,346,784	2,595,324	2,836,100
Gross Revenue	3,350,000	3,414,320	3,387,500

FUND	Estimated Fund Balance 7/1/21	Receipts/ Transfers	Available Balance	Personnel Expense	Operating Exp.	Asset Replacement	Capital Projects	Debt Service	Total Expenditures	Project Fund Balance 6/30/22
WASTEWATER/STORM 060 DRAIN FUND	10,781,909	3,387,500	14,169,409	1,034,800	1,801,300	-	5,170,000	-	8,006,100	6,163,309

Schedule 4 – Position Allocation

		2018-2019 Actual	2019-2020 Actual	2020-2021 Adopted	2020-2021 Amended	2021-2022 Proposed
<u>DEPARTMENT - DIVISIONS</u>						
4213	CITY MANAGER	2.00	2.00	2.00	2.00	2.00
4214	CITY CLERK	0.50	0.50	0.50	0.50	0.50
4215	FINANCE	4.50	4.50	3.50	3.50	3.50
4216	COMMUNITY DEVELOPMENT	2.00	2.00	2.00	1.50	1.50
4220	MAINTENANCE	3.50	3.50	3.50	7.00	7.00
4221	POLICE	42.00	41.00	40.00	40.00	41.00
4222	FIRE	3.00	2.00	2.00	2.00	2.00
4224	BUILDING INSPECTION	3.00	3.00	3.00	4.50	4.50
4230	PUBLIC WORKS ADMINISTRATION	3.00	4.00	4.00	4.00	4.00
4231	STREETS	5.00	5.00	4.00	-	-
4241	PARKS	4.50	4.50	4.50	-	-
4242	RECREATION	5.00	4.00	1.00	2.00	2.00
4296	INFORMATION TECHNOLOGY	1.00	1.00	1.00	1.00	1.00
4297	HUMAN RESOURCES	1.00	1.00	-	-	1.00
	GENERAL FUND POSITION TOTAL	80.00	78.00	71.00	68.00	70.00
4265	FLEET MAINTENANCE	2.00	2.00	2.00	2.00	2.00
4250	WATER	12.50	13.00	13.00	13.00	13.00
4251	UTILITY BILLING	3.00	3.00	3.00	3.00	2.00
4256	REFUSE	12.00	14.00	14.00	14.00	14.00
4260	WASTEWATER	11.50	12.00	12.00	12.00	12.00
	ENTERPRISE FUND POSITION TOTAL	41.00	44.00	44.00	44.00	43.00
	GRAND TOTAL:	121.00	122.00	115.00	112.00	113.00

Summary of Changes in Position Allocation

- ▶ In FY 2021 the City approved contracts for LLMD, PFMD, and Parks maintenance that resulted in a change in the allocation of City positions
 - ▶ FY 2021 adopted budget included 71 general fund employees and 44 enterprise employees
 - ▶ Following the reorganization, the general fund had 68 employees and the enterprise funds were comprised of 44 employees
- ▶ The FY 2022 budget includes the addition of two general fund positions, for a total of 70.
 - ▶ This is a decrease of one general fund position compared to the FY 2021 adopted budget
- ▶ The FY 2022 budget includes the elimination of one enterprise position, for a total of 43.
 - ▶ The position is currently unfilled.

Questions?

I live in the old Windsor Court area and we have had a HORRIBLE mosquito problem for the past 3 years. Mosquito abatement has done everything in their power to help but has been unsuccessful. I know you are two separate entities but if possible can someone check for standing water or any other possible mosquito breeding areas in the neighborhood and work with mosquito abatement to get it under control? My kids cannot play outside for more than 30 minutes without being bitten 30+ times. I realize mosquitoes are a nuisance and they are going to be everywhere but I have spent time in other areas of Lemoore and do not have the problem we have in our neighborhood. Thank you for your time I know its a long shot but at this point i dont know where else to look for help.

April D
599 Huntington Ct

Public Comment

Dear Lemoore City Council;

My name is Lori Menezes and I am the president of the Lemoore Ladies Golf Club. Our club was established in 1966 and have been largely involved with our golf course, junior golf programs and Lemoore High School Girls golf. On behalf of our ladies club, I wish to make our feelings known on the city council's decision on whether to bring in an outside management company or continue with Tom Ringer as the course manager. Our members want to express our full support of Tom Ringer as course manager.

Tom Ringer has done an excellent job in implementing new ideas/programs such as the Players Club, annual green fee and cart pass, which has helped to generate more revenue for the course. Since Tom has been managing the course, we have seen an increase in people playing at the course and the junior golf program & travel league. Tom has maintained strong relationships with the members and players of the golf course. If anyone ever had an issue or problem, Tom has always been approachable with respect to our concerns and helped to correct any issue. With Tom's experience in golf course management, he will continue to develop and implement new ideas to better our course.

Sincerely,

Lori Menezes

President - Lemoore Ladies Golf Club

Sent from [Mail](#) for Windows 10

I have been a member of the Lemoore Ladies Golf Club for 15 years. Management has changed over that period of time. Since Tom took over seven years ago, I have seen more improvements than under any other management. The course is in better shape than it's ever been since I have been playing there. I started playing at Lemoore in the early '70s. I respect Tom as a businessman and personally. I think it would be a mistake to bring in an outside company to operate the course. Tom is in touch with the golfers at LGC. Membership has grown, he has implemented several programs to benefit ALL golfers. I think Tom is the best choice to manage our course.

Sincerely,

Pauline Welsh

Tournament Chairman of LLGC

Sent from my iPad

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (“Agreement”) is effective as of 6/01/2021 and is between the CITY OF LEMOORE, a California municipal corporation (“City”), and **A&M Consulting Engineers** a California professional corporation (“Consultant”). City and Consultant each are a “Party,” and collectively, the “Parties,” to this Agreement.

City requires the services of a qualified engineering firm to provide design and construction administration services for various public facilities owned by the City; some of the facilities will be funded by federal programs, including, but not limited to, Community Development Block Grants.

Consultant warrants that it is specifically trained, experienced, expert and competent to perform such services.

The City and the Consultant therefore agree as follows:

- 1. Scope of Work.** City retains Consultant to provide all the services, equipment and materials necessary to complete the work described in the attached Exhibit “A.”
- 2. Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- 3. City Engineer.** City designates Consultant’s employee Orfil Muniz to serve under this Agreement as City Engineer of the City of Lemoore. As the designated City Engineer, Orfil Muniz shall be responsible for personally providing or supervising all of Consultant’s work under this Agreement and otherwise functioning as the City Engineer.
- 4. Term.** Subject to termination under section 10 below, the initial term of this Agreement shall be for the period beginning with the effective date of this Agreement and ending with project completion.
- 5. Ownership, Delivery, Release, and Reproduction of Information.** All documents, information and materials of any type prepared by the Consultant under this Agreement shall be the property of the City, whether completed or in process. Consultant shall not permit the reproduction, release, or use of such documents, information, and materials by any other person except as permitted by this Agreement.

- a. City shall upon request provide Consultant with access to all information and data in its possession which are required in connection with the consulting services, including, but not limited to, pertinent environmental reports and supporting technical documents.
- b. City shall upon request provide Consultant with access to, and make all provisions necessary to enter upon, public or private lands as required for Consultant to perform work under this Agreement.
- c. Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered “voluntary” if Consultant gives City prior notice of such court order or subpoena.
- d. Consultant shall promptly notify City Manager or designee if Consultant, its officers, employees, agents or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any proposed responses to discovery requests to be provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.
- e. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

6. Subcontractors. Consultant is authorized to subcontract any specialized work, provided that the City Manager or designee has given its written approval of each subcontractor in advance of the engagement of the subcontractor. Consultant shall be responsible for payment of subcontractor and shall require subcontractor to comply with this Agreement.

7. Compensation. City shall pay to Consultant in arrears as compensation in full for all work required by this Agreement a sum not to exceed in any fiscal year the total amount allotted for such services in the City’s annual budget. Consultant’s compensation shall be based on the not to exceed amounts listed in Exhibit A. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement. Consultant shall submit to City monthly itemized invoices for the services rendered. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any

portion of any invoice, then City shall pay the undisputed portion within the thirty day period, and at the same time advise Consultant in writing of the disputed portion.

8. Indemnification. Consultant shall defend, indemnify and hold harmless the City, City Council members, employees, volunteers, agents, and city officials from and against claims, loss, liability, suits and damages (“Claims”), including attorney fees, to the extent caused by the Consultant’s negligent acts, errors or omissions or willful misconduct.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release either Party from its obligations to indemnify as to any Claims so long as the event upon which such Claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by either Party, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity provision shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Insurance. Consultant shall procure the following required insurance coverages at its sole cost and expense and shall maintain in full force and effect for the period covered by this Agreement such insurance against claims for injuries to persons or damages to property which may arise from or in connection with negligent acts, errors or omissions in performance of work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

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Minimum Scope

Coverage shall be at least as broad:

Errors and Omissions Insurance. Not less than \$1,000,000 per claim and \$1,000,000 in the aggregate during the performance of this Agreement. The consultant agrees to purchase and maintain errors and omissions coverage providing coverage for a minimum of two years after completion of this Agreement.

General Liability Insurance. Insurance Service Office form number GL0002 (Ed. 1/73) or its equivalent, covering Commercial Liability and Insurance Services Office form GL 0404 or its equivalent, covering Broad Form Commercial General Liability coverage (“occurrence” form CG 0001) not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

Automobile Liability Insurance. Insurance Service Office form number CA0001 (Ed 1/78), or its equivalent covering Automobile Liability, code 1 “any auto” and endorsement CA 0025, or its equivalent, not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

Worker’s Compensation and Employer’s Liability Insurance. Worker’s Compensation Insurance limits as required by Labor Code of the State of California; Employers’ Liability Insurance limits of \$1,000,000.

Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved in writing by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, City Council members, employees, volunteers, agents, and city officials; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

a. General Liability and Automobile Liability Coverages.

1. The City, City Council members, employees, volunteers, agents, and city officials are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant; premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, City Council members, employees, volunteers, agents, and city officials.

2. The Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, City Council members, employees, volunteers, agents, and city officials shall be excess of the Consultant’s insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, City Council members, employees, volunteers, agents, and city officials.
 4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, City Council members, employees, volunteers, agents, and city officials for losses arising from work performed by the Consultant for the City.
 - c. All Coverages. Coverage shall not be suspended, voided, canceled by either Party, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

Acceptability of Insurers

- a. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. However, the minimum Best's rating required of the professional liability insurer is A:V.
- b. Any changes in insurance required herein must be approved in writing by the City Attorney's Office.
- c. The Consultant shall provide certificates of said insurance within fifteen (15) calendar days of the effective date of this Agreement.

10. Termination of Agreement. This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days' advanced written notice of intent to terminate the contract. In the event of such termination, Consultant shall be paid for work completed to the date of termination, and any such work completed shall become property of the City and the amount of final fee due and payable by City to Consultant will be subject to negotiation and shall be based primarily on the estimated percentage of work completed.

11. Compliance with Federal, State and Local Laws. Consultant shall be responsible for and shall comply with all applicable laws, rules and regulations that are now in effect or may be promulgated or amended from time to time by the Government of the United States, the State of California, Kings County, the City and any other agency now authorized or which may be authorized in the future to regulate the services to be performed pursuant to this Agreement. Consultant represents that it currently has, and will maintain in effect all proper licensing and permits necessary to providing the described services, including, but not limited to, Orfil Muniz's licensure as a California registered professional civil engineer. Where the services provided pursuant to the Agreement are funded by a federal program, including but not limited to, Community Block Grant funds, Consultant's performance will be in:

- a. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees.)
- b. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub-grants or construction or repair).
- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees required by Federal grant program legislation.)
- d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)
- e. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to reporting.
- f. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- g. Compliance with any awarding agency requirements and regulations pertaining to copyrights and rights in data.
- h. Compliance with access requirements imposed by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- i. Compliance with applicable requirements for the retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
- j. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts and sub grants of amounts in excess of \$100,000.)

- k. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871.) [53 FR 8068, 8067, Mar 11, 1988 as amended at 60 FR 19639, 19642, Apr. 19 1995]

12. City of Lemoore Business License. Consultant and each of its subcontractors will obtain and maintain a valid business license from the City of Lemoore during the term of this Agreement.

13. Attorney's Fees. If either Party institutes an action or proceeding for a declaration of rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or if either Party is in default of its obligations hereunder, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to reasonable attorney's fees and to any court costs incurred, in addition to any other damages or relief awarded.

14. Law to Govern; Venue. The law of the State of California shall govern this Agreement. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in Kings County.

15. Amendment or Modification. This Agreement may be amended or modified only by written agreement of the Parties hereto. The Parties agree to meet and confer in good faith if amendments or modifications are proposed.

16. Savings Clause and Entirety. If any material provision of this Agreement shall for any reason be held invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining provisions of this Agreement.

17. Records of Consultant. Records of Consultant's direct personnel and reimbursable expenses pertaining to services under this Agreement shall be kept on a generally recognized accounting basis, and shall be available for inspection by City or its designees at reasonable times.

18. Assignment. Consultant shall not assign this Agreement, or any part thereof, or any monies due hereunder, without the prior written consent of City.

19. No Third-Party Beneficiary Rights. The Parties agree that no provision of this Agreement shall in any way inure to the benefit of any third-person or entity, including applicants for City development permits, so as to constitute any such person or entity as a third-person beneficiary of this Agreement or of any of its terms or otherwise give rise to any cause of action in any person or entity not a party to this Agreement.

20. Waiver. Waiver by either Party of any term of this Agreement shall not constitute a waiver of any other term. Waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

21. Non-discrimination. In connection with the performance of Consultant pursuant to this Agreement, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The City is an equal opportunity employer and requires that all consultants comply with policies and regulations concerning equal employment opportunity. The designated City Engineer and other personnel working on City projects will be required to comply with City policies and practices. Prior to the commencement of work, the designated City Engineer must show evidence of having completed the two hour AB 1234 Ethics in Public Service training as well as the two hour supervisory Prevention of Sexual Harassment training. The designated City Engineer will be required to complete subsequent ethics and sexual harassment training in the same manner as City's Department heads are required to complete such training.

22. Notices. The City department responsible for administering this Agreement is the Finance Department and all written communications hereunder with the City shall be addressed to the Finance Director. All notices, statements, reports, approvals, or requests or other communications, that are required either expressly, or by implication, to be given by either Party to the other under this Agreement shall be in writing and signed for each Party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. Post Office for delivery. Unless, and until formally notified otherwise, all notices shall be addressed to the Parties at their address shown below:

CITY:

CITY OF LEMOORE
Nathan Olson, City Manager
711 W. Cinnamon Drive
Lemoore, CA 93245
Attn: City Manager

CONSULTANT:

A&M Consulting Engineers
Orfil Muniz, Principal Civil Engineer
220 N Locust Street
Visalia, CA 93291

23. Agent of City. In performing the services required under this Agreement, Consultant is acting as an agent, but not an employee, of City, subject to the general supervision and control of its governing body and City Manager or designee. As such, Consultant shall be entitled to the same immunities and protections as any other City employee exercising discretion under all applicable statutes, regulations, and judicial and administrative precedent, subject to City's rights of action against Consultant for any professional errors or omissions of Consultant. Consultant shall have no

right to any or all employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for providing to or on behalf of its employees, all legally-required employee benefits. In addition, Consultant shall be solely responsible and save City harmless from all matters relating to payment of the Consultant's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement Consultant may be providing services to others unrelated to City or to this Agreement.

24. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

25. **Conflicts of Interest.** Consultant covenants that neither the designated City Engineer nor any officer or principal of Consultant has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which in any way would hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. At all times, Consultant shall avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of City in the performance of this Agreement. The designated City Engineer is a "designated employee" under City's Conflict-of-Interest Code and so shall file all required statements of economic interest.

26. **New and Entire Agreement.** Upon the effective date of this Agreement, all other agreements between the Parties for the provisions of the services described herein are superseded. This Agreement represents the full and entire agreement between the Parties hereto with respect to the matters covered herein.

27. **Signature in Counterparts.** This Agreement may be signed in any number of counterparts, including facsimile copies which shall be treated as originals, all of which, taken together shall constitute the same instrument.

28. **Guarantee of Authority.** The persons signing this Agreement guarantee they are legally authorized to sign the Agreement on behalf of the designated Party and that such execution binds the designated Party to the terms of this Agreement.

CITY OF LEMOORE

A&M Consulting Engineers

By_____

By_____

Nathan Olson, City Manager

Approved as to form:

City Attorney



May 12, 2021

**CITY OF LEMOORE PUBLIC WORKS
TASK ORDER NO. 1 (Revision 2)**

2021 Road Maintenance & Resurfacing

Scope of Services

A&M is proposing to provide the City of Lemoore the necessary construction documents (Plans, Specifications and Estimates) along with Construction Management to complete it's 2021 Road Maintenance & Resurfacing project:

The City of Lemoore has adopted the following list and map locations (Figure 1) for the estimated areas to be maintained. The city plans to have the construction documents & bidding of the project to occur within the fiscal year of 2020-2021 and construction to be completed within the fiscal year of 2021-2022. The Road Maintenance and Rehabilitation project has set aside a budget of \$500,000.

Additive Bid Locations										
	Street	Description	PCI	Length (FT)	Width (FT)	Approximate Area (SF)	Approximate Area (SY)	Micro-Surfacing (\$3/SY)	Slurry (\$2.50/SY)	Fog Seal (\$1/SY)
Additive 1	Sonoma Ave		62	860	40	34400	3822	\$11,467	\$9,556	\$3,822
Additive 2	Crescent Ct	Cul de sac	52	1173	40	46920	5213	\$15,640	\$13,033	\$5,213
Additive 3	Monterey Ln	Cul de sac	55	355	40	14200	1578	\$4,733	\$3,944	\$1,578
Additive 4	Marin Dr	From Silverado Dr to San Simeon Dr	61	790	40	31600	3511	\$10,533	\$8,778	\$3,511
Additive 5	Carmel Dr	Section between San Simeon & Stinson	-	90	40	3600	400	\$1,200	\$1,000	\$400
Additive 6	Bodega Ave		70	765	40	30600	3400	\$10,200	\$8,500	\$3,400
Additive 7	Arcata Ave		-	110	40	4400	489	\$1,467	\$1,222	\$489
Additive 8	Humboldt St		68	950	40	38000	4222	\$12,667	\$10,556	\$4,222
Additive 9	San Simeon Dr	from Sonoma Ave to Marin Dr	-	1330	40	53200	5911	\$17,733	\$14,778	\$5,911
Additive 10	Capitola Ct	Cul de sac	-	415	40	16600	1844	\$5,533	\$4,611	\$1,844
Additive 11	Silverado Dr		-	2335	60	140100	15567	\$46,700	\$38,917	\$15,567
					Total	413620	45958	\$137,873	\$114,894	\$45,958

The specific tasks that A&M will complete for this project is as follows:

All CAD drawings will be developed in accordance with A&M's CAD standards.

- ## Task 2 - Topographic Survey/ Pavement Evaluation

A&M will review the City's existing Pavement Management System and compare existing conditions with proposed pavement maintenance solutions. A&M will not be providing any Soils Reports to identify existing "R" values. If any Soils

Reports/Cores are deemed necessary, A&M can provide this service with a separate task order.

Task 3 – Preliminary Engineering Design

Under this task A&M will perform all the services necessary to move forward into the Civil Design. Items that need to be addressed include but are not limited to preliminary basis of design to coordinate the design approach, PS&E set-up, and mutual expectations. The preliminary basis of design will be finalized after this Task and be used to ensure that both parties are in agreement as the project moves into full civil engineering design.

Task 4 – Civil Engineering Design

Under this Task A&M will perform all services necessary to complete the civil engineering design of the project in accordance with the goals and objectives stated herein. The City expects A&M to submit a complete set of Construction Documents to the City for review at 60%, 90%, and 100% stages. Task 4 shall include but not be limited to the following services:

- Civil Engineering Design
 - It is anticipated that design will need to include some review of existing signage and striping, review of existing pavement conditions, slurry, chip seal, or micro seals.
- Complete all improvement plans and construction details for City review and comment.
 - Cover Sheet – Shall include general notes, legend abbreviations, project title, project benchmark used and its location, sheet index, overall project map with sheet limits shown, vicinity map, utility company contacts, applicable permits, and other items as determined by the City.
 - Civil Plan Drawings – These drawings shall show all proposed improvements (Plan scale will most likely be 1" = 40'. Some areas may require larger scales to show the appropriate amount of detail required for construction, scales to be determined by A&M and approved by City). The existing topographic survey information is not expected to be used in the plans unless existing improvements are deemed necessary.

The Civil Engineering Design plan set will provide sufficient detail to adequately direct all construction activities. A&M will be responsible for clearly defining the scope of services that are included under this task.

Task 5 – Cost Estimate

Under this task A&M will prepare the Engineer's Estimate for City review, and address the comments received from the City at each submittal stage. At a minimum, A&M will provide the project specific language for the following portions:

- Engineer's Estimate for the Project.
 - Bid item descriptions for each bid item.

- The bid item schedule for the project.
- Payment and unit cost for each bid item.

Task 6 – Correspondence and Meetings

Under this task, A&M will be responsible for coordinating with all utilities, the City, and all other required organizations and entities to complete the project plans. A&M will adhere to the following meetings with the City as a minimum:

- Preliminary Engineering Design 1 meeting (Can be done via phone), A&M prefers in person since the City is down the street.
 - Meetings with City, utility companies, and other agencies to discuss issues associated with the Project, if needed.
 - Meeting to present preliminary drawings and project plan to City staff for comment and additional input. Present the consultant's preliminary basis of design.
- Civil Design – 3 Meetings (Can be done via phone)
 - One meeting at each submittal stage
 - For Consultant to update the City on the project
 - For the Consultant to receive comments and additional input from City staff on submitted work.
- Additional Meetings
 - If necessary, the Consultant shall request any additional meetings that they anticipate will be needed to complete the project.

Task 7 – Construction Administration & Management

Under this task, A&M will be responsible for coordinating with the Contractor, the City and all other required organizations and entities to complete the project.

- **A&M Project Records Filling Index:**
 - Award Package
 - Project Personnel
 - Correspondence
 - Weekly Record of Working Days
 - Quality Assurance
 - Engineer's Daily Reports
 - Photographs
 - Contract Item Pay Quantity Documents
 - Contract Change Orders
 - Progress Pay Estimates
 - Labor Compliance and EEO Records
- **Preconstruction Conference Agenda:**
 - Safety
 - Equal Employment Opportunity
 - Labor Compliance

- Subcontracting
 - Contract Training (Apprentice) Goals
 - DBE
 - Environmental Concerns
 - Water Pollution Control
 - Traffic or Pedestrian Handling
- **Construction Management & Inspection, Construction throughout Project Closeout:**
 - A&M Will comply with the requirements for construction management and resident engineer services outlined in Caltrans publications including "Local Assistance Procedures Manual" per attached Exhibit 15-B (Resident Engineer's Construction Contract Administration Checklist).
 - Review Contractor's construction schedule
 - Review and approve change orders
 - Respond to RFI's
 - Collect all material certifications
 - Monitor construction cost.
 - File project closeout documents as required
 - File progress payments and collect weigh tickets
 - Collect Certificates of insurance.
- **Contract Management:**
 - A&M will receive and review contractor's monthly pay application and review quantities of work.
 - A&M will provide labor compliance services, reviewing the contractor's submitted certified payroll and provide field interviews
- **Construction Observer:**
 - A&M will provide a part-time construction observer who will conduct site observations of work to ensure compliance with contract documents.

Services Outside of this Task Order

Services not included under our scope of work, but that may be provided upon request, include the following:

- Environmental Documents or Studies
- Surveying
- Corner Records/ Monument Preservation
- Creation of As-built plans/ Record Drawings
- Construction inspection and testing
- Geotechnical Report
- Dust Control Plan
- Preparation of Stormwater Pollution Prevention Plan (SWPPP)
- Construction Surveying or Staking
- Aerial Drone Inspections/ Photogrammetry

Professional Services Fee

A&M Consulting Engineers will provide the engineering services described in the Scope of Services with the following breakdown. Any items not included in the scope of work can be included with a separate proposal or charged on a time and material (T&M) as outlined in the Master Agreement.

Task 1 - 6: Construction Documents (Plans, Specifications, & Estimates)	Not to Exceed \$31,600
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Task 7: Construction Administration & Management - This task is contingent on a two-week construction schedule and is subject to change in the case of construction delays.	Not to Exceed \$25,760
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This task order is ONLY Valid for 30 days from today, May 6th, 2021

Schedule

Once we receive a signed Task Order we will begin to schedule work. One of the first orders of work will be the preparation of a detailed schedule for the project.

Best regards,



A&M CONSULTING ENGINEERS
Orfil Muniz, PE, QSD, QISP, sUAS
Principal Civil Engineer

By Signing Below, you hereby authorize A&M Consulting Engineers to proceed with the described scope of work as described above.

Frank Rivera
City of Lemoore
Public Works Director

(Signature)

(Date)