



**Tuesday, January 9, 2024 / 6:30 PM / City Hall / 405 East El Monte Way, Dinuba**

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<b>District 1</b> Rachel Nerio- Guerrero Vice Mayor	<b>District 2</b> Maribel Reynosa Mayor	<b>District 3</b> Benjamin Prado Council Member	<b>District 4</b> Kuldip Thusu Council Member	<b>District 5</b> Linda Launer Council Member
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All attendees are advised that electronic devices should be placed on silent upon entering the Council Chambers.

The City Council will take action on all items listed on the agenda.

**1. OPENING CEREMONIES**

**1.1.** Welcome and Call to Order

**1.2.** Invocation

**1.3.** Pledge of Allegiance

**2. AGENDA CHANGES OR DELETIONS**

*To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).*

**3. REQUEST TO ADDRESS COUNCIL**

*This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.*

**4. CONSENT CALENDAR**

*Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.*

**4.1. SUBJECT**

**Notice of Completion - KC Vista Park Improvements Project (JW)**

**RECOMMENDATION**

Council to accept the KC Vista Park Improvements Project as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

**4.2. SUBJECT**

**Resolution Number 2024-02, Adoption of Chapter 10 of California Department of Transportation (Caltrans) Local Assistance Procedures Manual for Consultant Selection**

**RECOMMENDATION**

Council adopt Resolution No. 2024-02 authorizing the adoption of the California Department of Transportation (Caltrans) Local Assistance Procedures Manual Chapter 10 setting forth the selection process for selecting consultants to work on state or federal funded projects.

**4.3. SUBJECT**

**Resolution No. 2024-05 Amending the Fiscal Year 2023-24 Salary Schedule to Reflect Minimum Wage Adjustments (MA)**

**RECOMMENDATION**

Council adopt Resolution No. 2024-05 amending the FY 2023/24 salary schedule to reflect increase in the minimum wage as required by law.

**4.4. SUBJECT**

**Ordinance No. 2023-09 - Second reading and Adoption to change the zoning for the Los Proados Residential Subdivision (KSch)**

**RECOMMENDATION**

Council to conduct the second reading, waive reading in full, and adopt Ordinance 2023-09 pertaining to an amendment of the zoning on a 27± acre parcel on the north side of E. El Monte Way and the east side of Crawford Avenue.

**4.5. SUBJECT**

**Resolution No. 2024-03 Authorizing City Manager to Execute a Master Agreement with the California Department of Transportation for State Funded Projects (GA)**

**RECOMMENDATION**

Council to adopt Resolution No. 2024-03 authorizing the City Manager to execute a Master Agreement with the California Department of Transportation for current and future state or federal funded projects.

**4.6. SUBJECT**

**Resolution No. 2024-06 Approving American Rescue Act Funds for the Downtown Clock Restoration Project (DJ)**

**RECOMMENDATION**

Council to adopt Resolution No. 2024-06 authorizing the use of up to \$12,000 of American Rescue Plan Act Funds for the maintenance and restoration of the historic Downtown clock.

**4.7. SUBJECT**

**Approval of City Council Meeting Minutes (MA)**

**RECOMMENDATION**

Council to review and approve the City Council meeting of December 12, 2023 as presented.

**5. WARRANT REGISTER**

**5.1. SUBJECT**

**Warrant Register December 27, 2023 & January 5, 2024 (KS)**

**RECOMMENDATION**

Council to review and approve the Warrant Register as presented.

**6. PUBLIC HEARING**

**6.1. SUBJECT**

**Public Hearing and Adoption of Resolution No. 2024-01 Approving a Mitigated Negative Declaration (SCH No. 2023120125) for the El Monte Way/Road 56 Roundabout Project (JW)**

**RECOMMENDATION**

Council to conduct a public hearing and adopt Resolution No. 2024-01 adopting a Mitigated Negative Declaration for the El Monte/Road 56 Roundabout Project.

**6.2. SUBJECT**

**Development Impact Fee Annual Report for FY 2022/23 (GA)**

**RECOMMENDATION**

Council to conduct a public hearing on the Fiscal Year 2022/23 Development Impact Fee Annual Report and file the report with the Office of the City Clerk.

**6.3. SUBJECT**

**Ordinance No. 2024-01 Approving Zone Change for 1225 Euclid Avenue (Nieblas) KSch**

**RECOMMENDATION**

Introduce and conduct the first reading, waive reading in full, of Ordinance No. 2024-01, amending the City of Dinuba Zoning Map from "RA" (Residential Acreage) to "R-1-7.5" (Single Family Residential) for a 2.3-acre parcel (1225 Euclide Avenue).

**7. DEPARTMENT REPORTS**

**7.1. SUBJECT**

**Authorization to Request Proposals for Franchise Agreement for Solid Waste, Recycling and Organics Collection (GA)**

### **RECOMMENDATION**

Council authorize staff to request proposals for solid waste, recycling and organics collection services.

#### **7.2. SUBJECT**

**Resolution No. 2024-04 Nominating Elizabeth Wynn, City of Visalia Councilmember for the Appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District - Large City Representative (MA)**

### **RECOMMENDATION**

Council to adopt Resolution No. 2024-04 nominating Elizabeth Wynn, City of Visalia Councilmember for the appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District as large city representative.

## **8. MAYOR/COUNCIL REPORTS**

## **9. CITY MANAGER COMMUNICATIONS**

## **10. CITY STAFF COMMUNICATIONS**

## **11. ADJOURNMENT**

This agenda was posted at least 72 hours prior to the regular meeting per GC Section 54954.2(a). A Citizens' Packet regarding this meeting is available at the City Clerk's Office located at City Hall, 405 East El Monte Way, Dinuba CA 93618.

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the meeting, please contact the City Clerk's Office at 559-591-5900. Please provide at least 48 hours notification prior to the meeting to allow staff to make reasonable arrangements. (28 CFR 35.102-35.104 ADA Title II)

559.591.5900 / FAX 559.591.5902 . e-mail address: [info@dinuba.ca.gov](mailto:info@dinuba.ca.gov). [www.dinuba.org](http://www.dinuba.org)





## City Council Staff Report

Department: ENGINEER/PLANNING

January 9, 2024

**To:** Mayor and City Council

**From:** Jason Watts, City Engineer

**Subject:** Notice of Completion - KC Vista Park Improvements Project (JW)

### RECOMMENDATION

Council to accept the KC Vista Park Improvements Project as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

### EXECUTIVE SUMMARY

Courts and Greens, a Corporation completed the KC Vista Park Improvements Project on December 4, 2023. The project had four change orders totaling an increase of \$8,398.55 for additional work. The project consisted of two (2) basketball courts, minor concrete work, and the installation of solar lights. Staff is requesting that City Council accept the project as complete and authorize the City Engineer to file the notice of completion with the Tulare County Recorder's Office.

### OUTSTANDING ISSUES

None.

### DISCUSSION

The KC Vista Park is currently located at the northeast corner of Crawford Avenue and Kamm Avenue and is actively being used for sporting events and sports activities for the residents located on the southeast part of town. KC Vista Park has already received frisbee golf, pickleball courts, and now has basketball courts. The project was awarded to Courts and Greens on June 13, 2023 for \$418,551.70. The project at completion totaled \$426,950.25, consisting of four (4) change orders in the amount of \$8,398.55 as follows:

1. Reduction of grading and earthwork = (-\$8,500.00)

2. Installation of 6 additional solar lights in the parking lot on Crawford Avenue = \$15,448.00
3. Concrete footings for the 6 additional streetlights in the parking lot on Crawford Avenue = \$2,016.00
4. Non-installation of one solar light due to warranty issues = (-\$500.00)

The contractor completed the work on December 4, 2023. The Public Works Inspector conducted final inspections on the project and determined that the work was completed in compliance with all approved plans and specifications. The final step is for the city to accept the project as complete and file a Notice of Completion with the Tulare County Recorder's Office. Pursuant to industry standards, the city withheld a 5% contract retention on all invoices received. The retention amount will be released after the Notice of Completion (NOC) is recorded. A copy of the NOC is enclosed as Attachment 'A'.

## **FISCAL IMPACT**

The project totaling \$426,950.25 was fully funded by ARPA, Park Impact Fees, and local funds.

## **PUBLIC HEARING**

None.

## **ATTACHMENTS:**

A. Notice of Completion

RECORDING REQUESTED  
AND RETURN TO:

CITY OF DINUBA  
PUBLIC WORKS DEPARTMENT  
405 E. EL MONTE WAY  
DINUBA, CA 93618

No Fee per Government Code 6103

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**NOTICE OF COMPLETION**

NOTICE IS HERE BY GIVEN:

1. That the City of Dinuba, a Municipal Corporation, whose address is 405 E. El Monte Way, Dinuba, California, is the owner of the real property, public works or structure hereinafter described.
2. That on the 4<sup>th</sup> of December 2023, a work of improvements on real property hereinafter described was completed pursuant to a Contract to which Chapter 5 of Part I of Division 5, of the Public Contract Code applies.
3. That the name of the Contractor who performed said work of improvements pursuant to said Contract with the City of Dinuba is Courts and Greens, a Corporation. The surety is Suretec, 3111 Camino Del Rio N. Suite 900, San Diego, CA 92108
4. That the real property or public works or structure is described as follows:

**City of Dinuba**  
**KC Vista Park Improvements Project**  
**The project consisted of constructing two basketball courts with some minor concrete work and the installation of solar lighting.**

5. That the Nature of the owner's interest or estate is: In Fee

Dated: \_\_\_\_\_, 2024

CITY OF DINUBA  
A Municipal Corporation

By \_\_\_\_\_  
Jason Watts, PE Dinuba City Engineer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA    )  
  )       SS  
COUNTY OF TULARE       )

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Jason Watts, City Engineer of the City of Dinuba, a Municipal Corporation, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

\_\_\_\_\_  
Notary Public in and for the County of Tulare,  
State of California



## City Council Staff Report

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Department: PUBLIC WORKS

January 9, 2024

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**To:** Mayor and City Council

**From:** George Avila, Public Works Director

**Subject:** Resolution Number 2024-02, Adoption of Chapter 10 of California Department of Transportation (Caltrans) Local Assistance Procedures Manual for Consultant Selection

### RECOMMENDATION

Council adopt Resolution No. 2024-02 authorizing the adoption of the California Department of Transportation (Caltrans) Local Assistance Procedures Manual Chapter 10 setting forth the selection process for selecting consultants to work on state or federal funded projects.

### EXECUTIVE SUMMARY

The California Department of Transportation (Caltrans) requires cities receiving state or federal funding to have written procedures describing the process to select consultants for architectural and engineering services. The adoption of Resolution Number 2024-02 will satisfy this requirement by adopting Chapter 10 of the Caltrans Local Assistance Procedures Manual (LAPM).

### OUTSTANDING ISSUES

None.

### DISCUSSION

The City of Dinuba regularly receives federal and state grant funding for the construction of many of our capital improvements projects. Usually, grant awards include funding for project design and engineering. The city is allowed to procure the services of engineering firms to perform these necessary engineering tasks. However, the selection of the engineering firms must be done in compliance with state and federal regulations.

The California Department of Transportation (Caltrans) requires that agencies have a written policy pertaining to the procurement of Architectural and Engineering (A&E)

contracts. The city is allowed to develop its own policy, but the policy requires Caltrans approval. Alternatively, the city can adopt Chapter 10 of the Caltrans Local Assistance Procedures Manual enclosed herein as Attachment 'A' and adhere to the procedures prescribed therein.

The city already complies with the procedures outlined in the Local Assistance Procedures Manual and has always procured professional engineering contracts on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications. Therefore, staff recommends that Council formalize this practice by adopting Resolution No. 2024-02, attached herein as Attachment 'B'.

Taking this action will ensure that the City remains eligible for reimbursement of funds used for consultant services on state and federal funded projects.

## **FISCAL IMPACT**

There is no fiscal impact associated with the recommended action.

## **PUBLIC HEARING**

None.

## **ATTACHMENTS:**

- A. Chapter 10 of Caltrans LAPM
- B. Resolution Number 2024-02

# Chapter 10 Consultant Selection

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## Exhibits

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

[Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#)

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

[Exhibit 10-O1: Consultant Proposal DBE Commitment](#)

[Exhibit 10-O2: Consultant Contract DBE Commitment](#)

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

[Exhibit 10-R: A&E Boiler Plate Agreement Language](#)

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

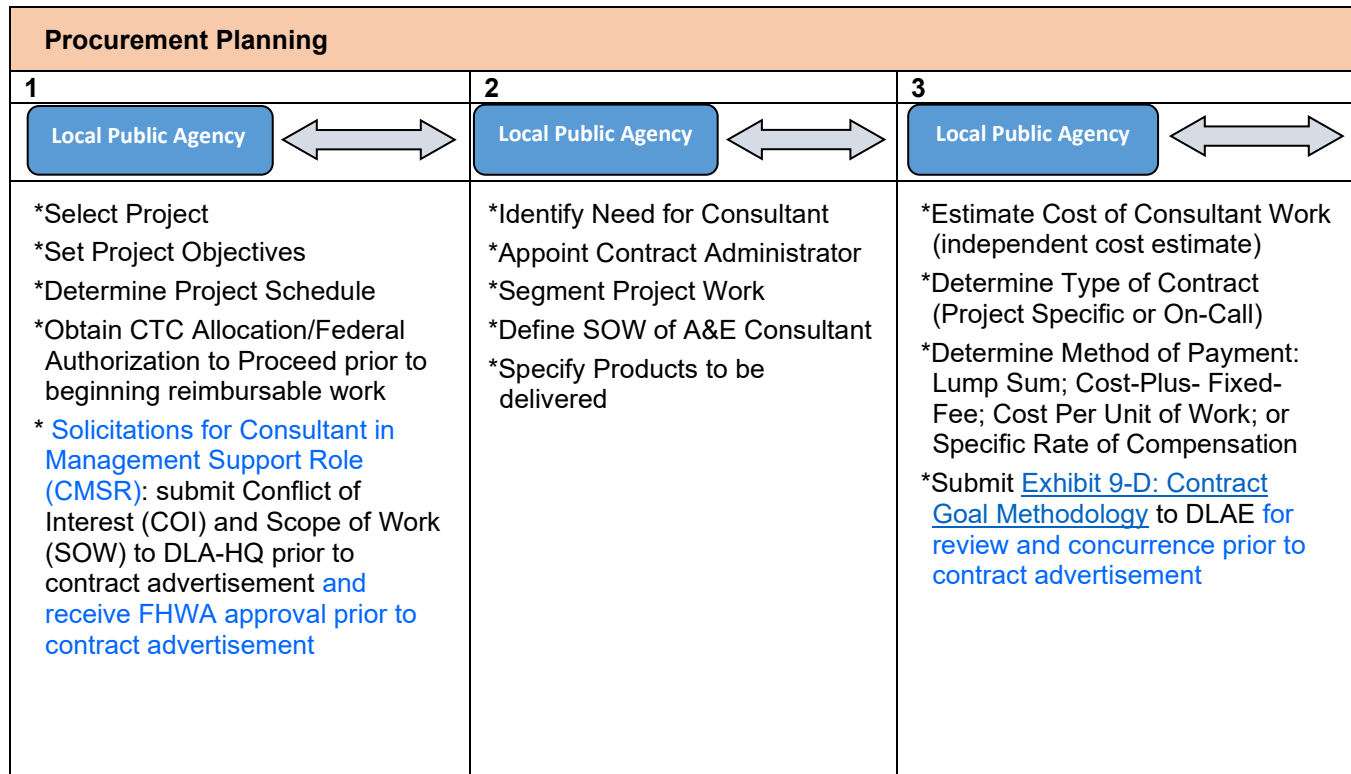
[Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#)

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

All LAPM Exhibits are located at:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

## 10.1 FEDERALLY-FUNDED A&E CONTRACTS



The Division of Local Assistance Acronyms List is available at:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/guide/dla-acronyms.pdf>

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

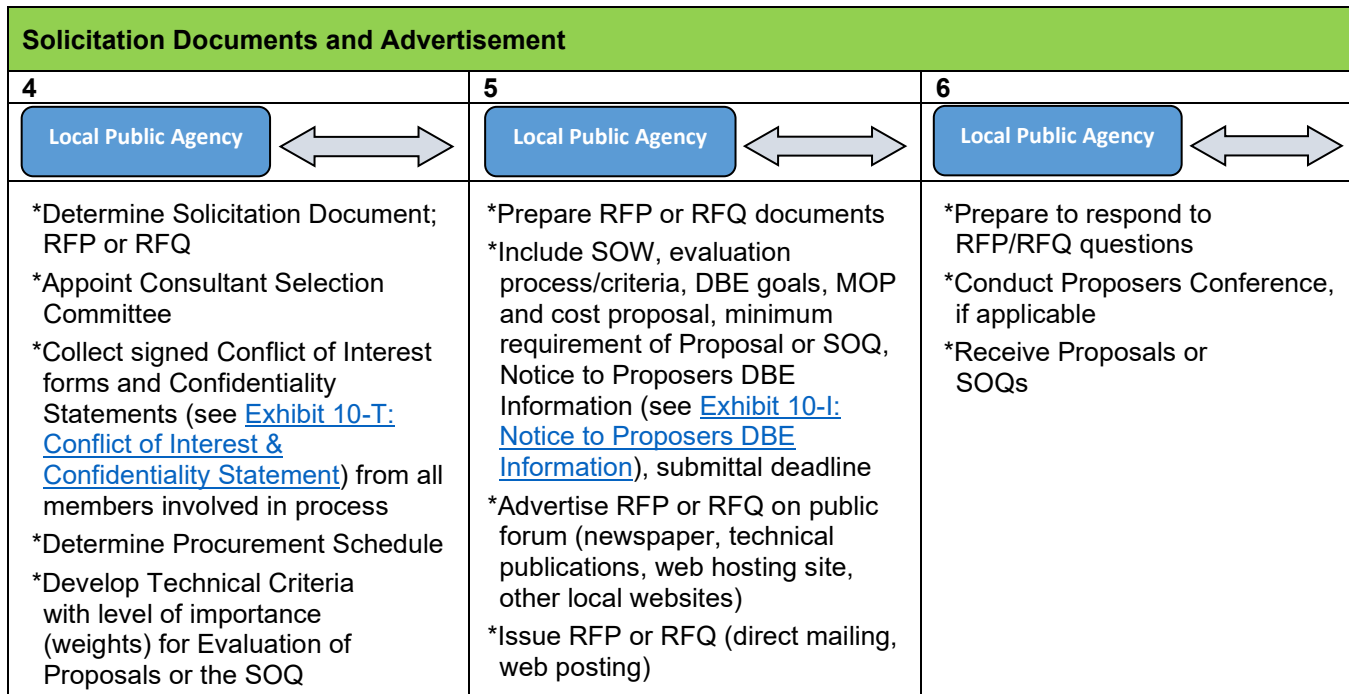


Figure 10-1: A&amp;E Contract Procurement Process Workflow Diagram- continued

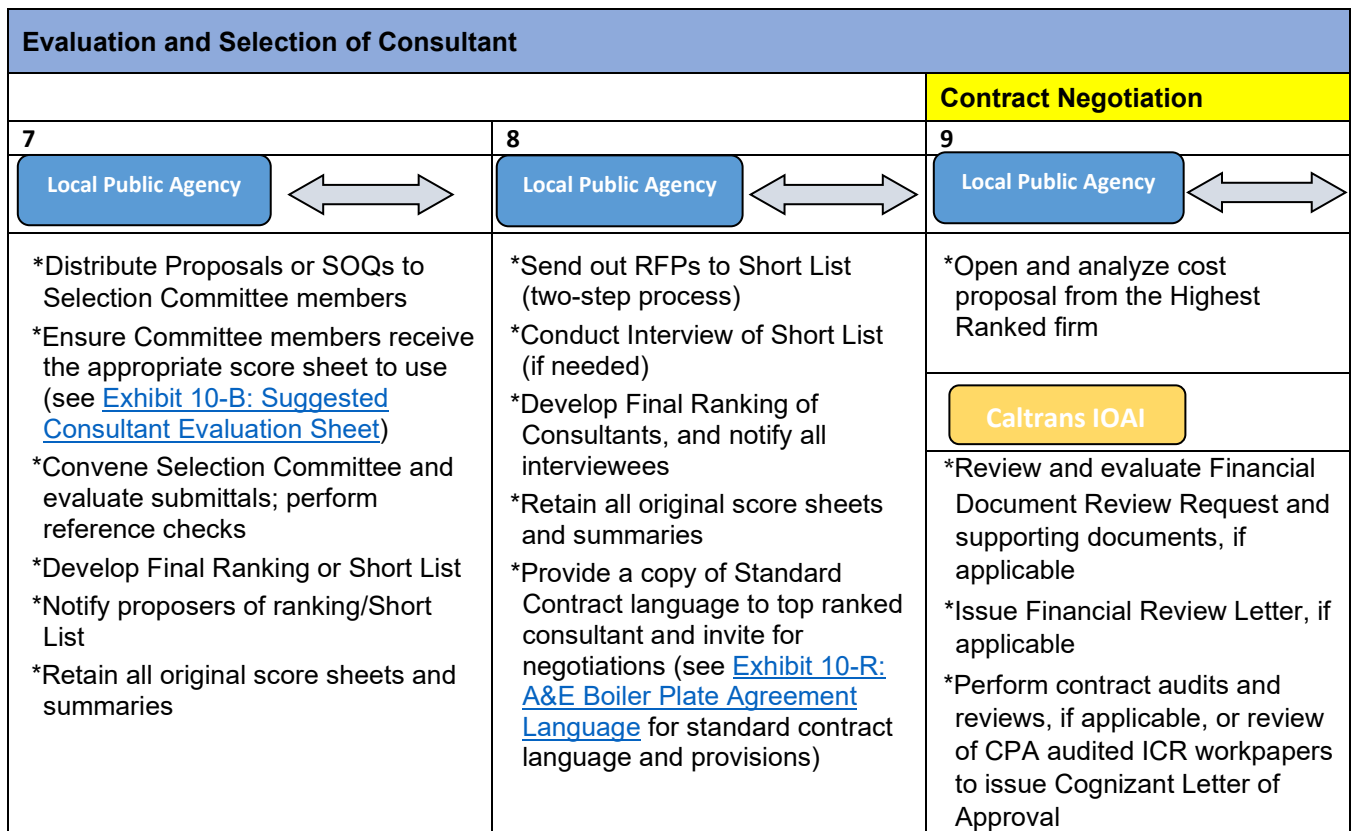


Figure 10-1: A&amp;E Contract Procurement Process Workflow Diagram- continued

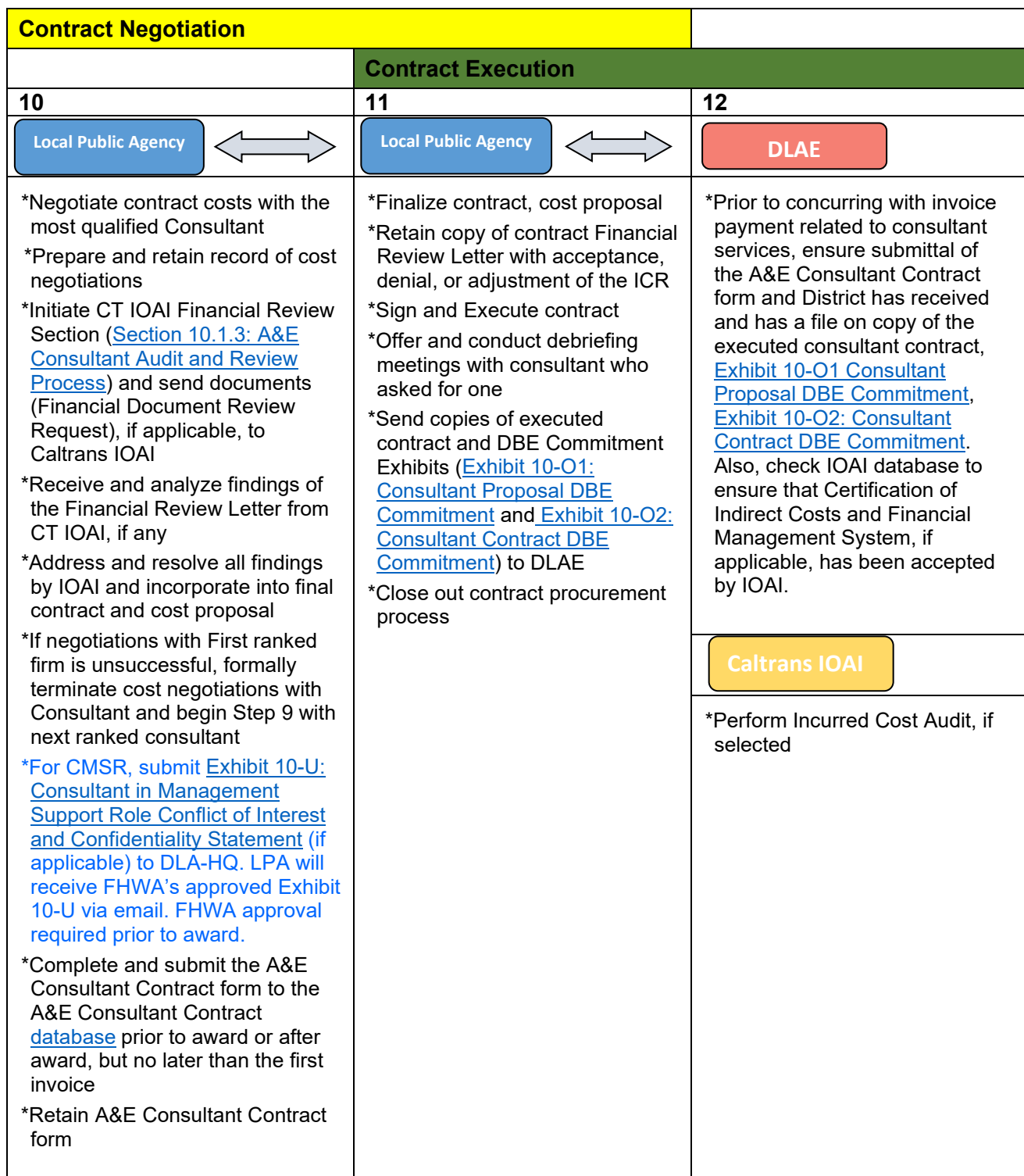


Figure 10-1: A&amp;E Contract Procurement Process Workflow Diagram- continued

## 10.1.1 General

### Introduction

A Local Public Agency (LPA) may engage consultants to perform architectural, engineering, and related services to develop a federal-aid funded project. LPAs requesting federal funds to reimburse Architectural and Engineering (A&E) Consultants must follow the selection and contracting procedures detailed in [Section 10.1: Federally-Funded A&E Contracts](#) of this chapter. LPAs using local funds to procure an A&E Consultant on a federal-aid funded project and will not seek federal reimbursement for the consultant cost may choose not to follow the selection and contracting procedures detailed in Section 10.1 of this chapter. LPAs using local funds to procure a Consultant in a Management Support Role (CMSR) are required to obtain FHWA approval (see [Section 10.1.9: Retaining a CMSR](#) of this chapter).

### Definition of an Architectural and Engineering Consultant

23 CFR 172 and California Government Code 4525 defines A&E services as those private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or program management.

### Architectural and Engineering Consultants

The Brooks Act (40 U.S.C.1101-1104) requires LPAs to award federally-funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 172), at a fair and reasonable price (48 CFR 31.201-3).

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

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 (DIR) 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 [website](#)
- DIR Wage Determination [website](#)

### 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 LPA 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 LPA 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 LPA. 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 LPA. 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) and 2 CFR 200.331-333.

### Organizational and Consultant Conflicts of Interest

In the procurement of contracts for engineering services by private consulting firms using federal-aid highway funds, LPAs must take all the steps necessary to prevent fraud, waste, and abuse. The LPA 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:

- LPA must 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 must 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 must 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 must have, directly or indirectly, any financial or other personal interest in any real property acquired for the project;
- No contracting agency employees or agents must neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to sub-agreements;
- LPA must promptly disclose in writing any potential conflict of interest to FHWA.

### **Consultants Performing Work on Multiple Phases of Federal-aid Projects**

LPAs may choose 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 LPAs 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 LPA files.

### **Miscellaneous Considerations Authorization to Proceed**

The Federal Highway Administration (FHWA) must give the LPA an Authorization to Proceed (E-76) with the work prior to performing of any work for which federal reimbursement is to be requested, (see [LAPM Chapter 3: Project Authorization](#)). Eligible consultant contracts may be procured using local funds prior to receiving the E-76, but reimbursement is for work performed after the E-76 authorization date. If contract is procured using state or local funds, federal procedures must have been followed if seeking federal reimbursement. For state-funded projects see [Section 10.2: State-Only Funded A&E Contracts](#) and [LAPG Chapter 25: State Programs for Local Agency Projects](#), for guidance on when work may proceed.

Copies of the Authorization to Proceed and the consultant contract must be retained in the LPA 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 LPA's capabilities, its staff availability of the required expertise, and its funding resources. If the LPA 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 LPA determines that there is a need to solicit assistance from another LPA, 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 LPA 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 200.332-334;
- 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 LPA'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 LPA 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](#)) or [Exhibit 17-F1: Final Report - Utilization of Disadvantaged Business Enterprises \(DBE\) for A&E On-Call Contracts](#).

### 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 \(SER\) Chapter 31: Environmental Assessment \(EA\)/Finding of No Significant Impact \(FONSI\)](#) and [SER Chapter 32: Environmental Impact Statement \(EIS\)](#)). Final design must 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.

### Title VI Assurances

Title VI Assurances Appendices A and E must be included in each consultant contract. Include Title VI Assurances Appendices B, C, and D if applicable. The consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract. Include Title VI Assurances Appendices B, C, and D if applicable. Refer to [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XXXII Title VI Assurances. Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

## Non-Discrimination Clause

The Non-Discrimination Clause ([Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XVI Non-Discrimination Clause and 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 26) require the LPA 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 [LAPM 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 must be prepared prior to opening the cost proposal from the top-ranked consultant, so the LPA has a cost comparison to evaluate the reasonableness of the consultant's cost proposal. The estimate, which is specifically for the use of the LPA'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 LPA 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 and maximum total contract dollar amount. 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 must specify a reasonable maximum length of contract, not to exceed five (5) years, and a maximum total contract dollar amount (23 CFR 172.7(a)(2)(iv)). The maximum dollar amount for all contracts awarded under the solicitation must be stated in the solicitation. The maximum dollar amount is the aggregate of the on-call contracts anticipated to be awarded. For example, if the solicitation lists that up to five (5) contracts may be awarded, the aggregate amount of these 5 contracts is the maximum contract dollar amount. Setting maximum amount on each on-call contract under a multiple on-call solicitation does not meet the intent of 23 CFR 172. 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.

There are two options on how task orders must be awarded under multiple on-call contracts for the same type of service under the same solicitation:

1. Through an additional qualifications-based selection procedure also known as mini-RFP.
  - Solicit task order to the multiple on-call consultants on the master on-call contracts
    - Master on-call contracts are contracts awarded to on-call consultants at the initial RFQ/RFP procurement process.



- Solicitation may be informal, e.g. email, letter, etc.; documentation is required.
- Evaluation criteria must be included in the solicitation. 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 criteria can include:
  - i. availability of personnel,
  - ii. staff capabilities,
  - iii. DBE (10% or less of overall score); the overall DBE goal was established at the master on-call contract,
  - iv. completion of time,
  - v. experience of consultant
  - vi. specialized expertise, and past performance.
- Evaluate and rank proposals and select from the multiple on-call contracted consultants
  - Recommend at least three panel members to evaluate and rank
  - Evaluate based on criteria in mini-RFP solicitation
- Negotiate and award to the on-call contracted consultant
  - 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.
- If only one proposal is received or there is an emergency, a Non-Competitive process must be justified, and [Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive](#) must be documented and signed by the DLAE
- Awarding task order to the multiple on-call consultants on a rotational basis does not meet the intent of the qualifications-based selection
- [Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#) must be used to track percentage of DBE after a task order is completed
- Each task order must have an [Exhibit 10-O1: Consultant Proposal DBE Commitment](#) and [Exhibit 10-O2: Consultant Contract DBE Commitment](#) as applicable

## 2. Regional basis where each on-call consultant is contracted to a designated area.

To maintain the intent of the Brooks Act (40 U.S.C.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 LPA uses to procure project-specific work under the contract.
- Task order work performed after the master on-call contract has expired will result in those costs being ineligible for federal or state reimbursement.
- 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 LPA will use to award/execute task orders among the consultants:
  - Either through an additional qualification-based selection process (see the Two-Step RFQ/RFP 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)(iv)(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 must 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 must send written notification to Consultant and each of the other consultants entering into the CM Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Agency must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.”

### **Determining the Project Schedule**

The LPA 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. The following four methods are permitted under 23 CFR 172.9(b) depending on the scope of services to be performed (sample cost proposals are provided on the DLA Consultant Selection and Procurement [website](#)):

- Cost-Plus-Fixed Fee
- Cost Per Unit of Work
- Specific Rates of Compensation
- Lump Sum

The method of payment to the consultant must 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. Markups are not allowed on any of the four methods of payment.

The cost plus a percentage of cost and percentage of construction cost methods of payment must not be used. Both of these methods are explicitly prohibited by 23 CFR 172.9(b).

### **Cost-Plus-Fixed Fee**

The consultant is reimbursed for 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 must 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. See the DLA Consultant Selection and Procurement [website](#) for a useful tool on Profit/Fee Determination.

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 must specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article V, Option 1). The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved by the LPA before they incur work on the contract, or the costs can be questioned or disallowed. LPAs are not required to update the A&E Consultant Contract form when new key employees and/or classification are added to a contract. For more details, reference [Section 10.1.8. Completing the Project](#).

### **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 a specific 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 must also specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), 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. Other direct costs regardless of amount are to be listed on the cost proposal.

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 must also specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article V Option 3).

### **Lump Sum**

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-R: A&E Boilerplate Agreement 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 must be based on percent of work complete or completion of clearly defined milestones. The contract cost proposal must document the agreed-upon progress payment and include the necessary milestones costs, or the percent work complete schedule.

A firm fixed price method of payment is not the same as lump sum. A firm fixed price contract must not be amended.

### **Changes to Cost Proposal**

Changes to the cost proposal requiring resubmittal to Independent Office of Audits and Investigations (IOAI) for review:

- Consultant/subconsultant name change
- New participating subconsultant's ICR
- Change in ICR rate

Since these changes require an amendment, the LPA is to update the A&E Consultant Contract form.

### 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-aid highway funds in furtherance of highway construction projects. 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.

#### Applicable Standards

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

LPAs, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. LPAs 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 LPAs and Caltrans, (i.e., Master Agreements);
- Project Program Supplemental Agreements;
- 23 U.S.C., Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11: the Brooks Act;
- 23 CFR 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), Part 31- Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards Board, Office of Federal Procurement Policy, Office of Management and Budget
- 2 CFR 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 4529.5 and 4529.10-4529.20; and
- Proposed contract terms and conditions.

See Section [10.1.11: References](#) of this chapter for links to above referenced standards.

### Audit Guidance Available

The American Association of State Highway and Transportation Officials (AASHTO), Uniform Audit & Accounting Guide ([AASHTO Audit Guide](#)), which is referred to frequently in this section, is a valuable tool to guide LPAs, 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.

LPAs 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](#), Chapter 2. Selection of CPA Firm as Overhead Auditor for guidance in the selection process. Training is also offered by FHWA's National Highway Institute (see <https://www.nhi.fhwa.dot.gov/home.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)

For training and additional information provided by Caltrans Local Assistance, visit the [Caltrans Local Assistance Blog](#). For FHWA's Q&A for ICRs and audits, and A&E related services, visit FHWA Consultant Services [website](#).

### Allowable Costs

23 U.S.C.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, must be performed and audited in compliance with the Federal cost principles.

LPAs 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 must 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.

LPAs 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 reviewed by Caltrans. Consultants must 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 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 must 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 must 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 must 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 172 and 48 CFR 31.

Generally, whenever LPAs, consultants, and/or contractors are unable to provide requested documentation, it must 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.

### Safe Harbor Rate

Developing ICRs annually can place a significant burden on some small or new and emerging A&E consulting firms that lack financial sophistication to develop an ICR, as well as on other established A&E consulting firms that may not have previous experience with federally-funded contracts for which an ICR would have been developed in compliance with Federal cost principles 48 CFR 31. This may create a barrier for otherwise eligible and qualified firms to compete for federally-funded contracts.

To help alleviate and remove potential barriers, the Division of Local Assistance (DLA) has adopted Caltrans Division of Procurement and Contract's (DPAC) Safe Harbor Rate (SHR) process and rates which took into account LPAs' data. The SHR information and rates can be found at the DLA Consultant Selection and Procurement website:

<https://dot.ca.gov/programs/local-assistance/guidance-and-oversight/consultant-selection-procurement>. To request information regarding the SHR methodology, email the DLA A&E branch at [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov). Eligible A&E consultant firms can choose to use the DLA SHR rate on new A&E contracts using federal-aid highway funds executed by LPAs in the State of California.

Use and application of the SHR by eligible firms provides reasonable assurance of consultant compliance with the Federal cost principles per 23 CFR 172.11(c)(2). A&E consulting firms approved to use the established SHR will have their accounting system evaluated for capabilities of accumulating and tracking direct labor for applying the SHR, as well as for billing other direct costs by contract, segregating indirect costs, etc.

Use of the SHR is voluntary on behalf of the A&E consulting firm and LPAs. LPAs have the discretion to determine certification of eligibility based on requirements shown on the following SHR certification form: [Consultant Firm Certification of Eligibility and Certification of Financial Management System](#).

A&E consultant firms (prime consultants and/or sub consultants) that have not had an ICR previously accepted by a cognizant agency may elect and request to use the SHR in a contract by submitting the completed SHR certification form, [Consultant Firm Certification of Eligibility and Certification of Financial Management System](#), including the Questionnaire for Evaluating Consultant Firm's Financial Management System section, and any other documents as needed. This requirement is in addition to the A&E Consultant Audit and Review Process requirements described in this chapter.



It is the LPA's responsibility to:

- Collect and screen all requests to use the safe harbor indirect cost rate. See SHR certification form, [Consultant Firm Certification of Eligibility and Certification of Financial Management System](#), including the Questionnaire for Evaluating Consultant Firm's Financial Management System section.
- Submit all SHR documents to the Independent Office of Audits & Investigations (IOAI) as part of the Financial Document Review Request package. The IOAI email address is: [Conformance.Review@dot.ca.gov](mailto:Conformance.Review@dot.ca.gov).

Requests to use the safe harbor indirect cost rate must be accepted/approved by IOAI **before** contracts are executed.

## 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 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 must 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 31;
- Perform an audit to determine if the ICR was prepared in accordance with 23 CFR 172 and 48 CFR 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. LPAs must 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. LPAs 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](#). 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 LPA contracts using pass-through Caltrans funding. LPAs include Cities, Counties, Metropolitan Planning Organizations, Special Districts, and Regional Transportation Planning Agencies.

### Financial Review Performed Prior to Contract Execution

All consultants, including prime consultants and subconsultants, on a proposed contract with a dollar value equal to or greater than \$1M are subject to an ICR financial review by IOAI. The financial documents required are detailed in the [Financial Document Review Request form](#). 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 an LPA 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 Public Agencies' Responsibilities

LPAs are responsible for obtaining all required ICR supporting documentation from A&E prime consultants and subconsultants as outlined in the Financial Document Review Request form. LPAs are responsible for forwarding these documents to IOAI for review. LPAs are also required to ensure that IOAI has a copy of the [Certification of Indirect Costs and Financial Management System form](#). The ICR included in the LPA's cost proposal must match the ICR included in the Certification of Indirect Costs and Financial Management System form and the consultant's ICR schedule. The proposed ICR, however, can be lower than ICR in the Certification of Indirect Costs and Financial Management System form and the consultant's ICR schedule if the consultant elects to propose a lower ICR. For contracts spanning more than one year, LPAs are responsible for ensuring the Certification of Indirect Costs and Financial Management System form 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 shortlist or prequalified list.

The cost proposal includes contract costs: direct salary or wage rates, fixed fees, other direct costs, indirect costs, total costs, and certification for the costs. LPAs 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 LPA 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 \$1 Million are not subject to the Caltrans Financial Document Review but LPAs are required to establish that all costs are in compliance with the Federal cost principles, 48 CFR 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 Financial Document Review Request form including requirements for submitting a complete Financial Review packet. Financial packets can be e-mailed to: [conformance.review@dot.ca.gov](mailto: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 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 LPAs using state or federal-aid highway funds should refer to the Financial Document Review Request form for the ICR financial documents required to be submitted to their LPA. Consultants must complete the Certification of Indirect Costs and Financial Management System form that attests that the ICR rate proposed is in compliance with federal cost principles (48 CFR 31) and that the consultant's financial management system is adequate to accumulate and segregate reasonable, allowable, and allocable direct and indirect project costs. The Financial Document Review Request and Certification of Indirect Costs and Financial Management System forms should be submitted to the LPA who will forward a copy to IOAI along with all other related and required financial documents. For all future contracts within a same fiscal year, the consultant needs to only provide a copy of the Certification of Indirect Costs and Financial Management System form to the LPA.

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 subconsultants should be prepared using the accrual basis of accounting and be presented in compliance with the Federal cost principles.

Figure 10-3 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>.

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 the Financial Document Review Request form) from the LPA, IOAI will review the proposed ICR and supporting documents and notify LPAs in writing whether the proposed ICRs are accepted or adjusted.

Contracts will be executed after IOAI either accepts or adjusts the ICR. 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.112(b)(2)(B), 23 CFR 172.11, 48 CFR 31 and other FAR and State requirements). As a result of the audit, the LPA 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. The AASHTO Uniform Audit and Accounting Guide, Appendix A Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates is also a resource for consultants and CPAs when preparing an ICR for 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, LPAs are responsible for ensuring all executed and future contracts reflect the audited and adjusted fiscal year ICR(s). LPAs should request reimbursement from the consultant for overpayment on rates that were adjusted down.

The LPA may be subject to sanctions outlined in [Section 10.5 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
<b>Fringe Benefits</b>						
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
<b>Total Fringe Benefits</b>	\$52,441,206	(\$3,707,506)		\$48,733,700	\$34,113,590	\$14,620,110
<b>General &amp; Administrative Overhead</b>						
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)	\$ -	\$ -	\$ -
<b>Office Rent</b>	\$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)	\$ -	\$ -	\$ -
<b>Legal and Accounting Services</b>	\$3,713,580	(\$222,815)	(13)	\$3,490,765	\$3,490,765	\$ -
Fines and Penalties	\$80,000	(\$80,000)	(16)	\$ -	\$ -	\$ -
<b>Total General &amp; Admin. Overhead</b>	\$135,388,995	(\$29,541,478)		\$105,847,517	\$95,898,280	\$9,949,237

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.

### 10.1.4 Consultant Selection Methods

There are three methods normally used in selecting a consultant:

- One-Step RFP
- One-Step RFQ
- Two-Step RFQ/RFP

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 LPA must retain all consultant selection documentation in their project files as required by 23 CFR 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. An 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 LPAs 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.

### 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 must 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 LPA 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 LPA of its responsibility to ensure that proper procurement procedures are followed, and all requirements are met.

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) 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: 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 must not be used as factor in the evaluation, ranking, and selection phase. [Local presence and DBE participation are the only two non-qualifications-based evaluation criteria that are permitted, however, the combined total of these criteria cannot exceed a nominal value of 10 percent of the total evaluation criteria](#) (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 LPA 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 sample cost proposals at the DLA Consultant Selection and Procurement [website](#);
- Contract audit and review process requirements (see [Section 10.1.3: 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;
- CMSR requirements (see [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#));
- Protest procedures and dispute resolution process per 2 CFR 200.318(k) and 23 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 must 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-O1: Consultant Proposal DBE Commitment](#);
- References.

### **Financial Management and Accounting System Requirements**

The LPA must ensure that consultant contract solicitation and advertising documents (RFPs) clearly specify that contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR 16.301-3, 2 CFR 200, and 48 CFR 31. The LPA 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 must 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, Public Purchase, or posting the RFP on the LPA's or other widely used websites are all acceptable methods of solicitation.

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

The LPA must keep a record of all consultants that have downloaded RFP online 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 LPA 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 LPA 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 must be rejected. Submittal of additional information after the due date must 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 172.7(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 an [Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive](#) 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 must 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 evaluates each proposal, interviews the three or more highest ranked consultants (short listed) if noted in solicitation, 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. The LPA may have an established procedure adopted for conducting debriefings but may also consider the following: 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 consultant and all subconsultants), and contract audit and review documents such as the Certification of Indirect Costs and Financial Management System and

Financial Document Review Request forms, 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 proceed 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 LPA. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

Cost proposals in electronic form must 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 must not be opened by the LPA or any private entity that the LPA 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 LPA's written policies and procedures.

The independent cost estimate, developed by the LPA 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). LPA 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 LPA. The LPA 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 LPA must review contract to ensure that all federal and state requirements have been met 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, or after contract award but no later than the first invoice, the LPA must submit a completed A&E Consultant Contract form for all new federal funded A&E consultant contracts using the A&E Consultant Contract database at:

<https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form> (please use Firefox or Chrome if not supported by your browser). Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts.

If there are any changes requiring an amendment to the contract after submittal of the A&E Consultant Contract form, refer to [Section 10.1.8: Contract Amendments](#) of this chapter.

### 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 LPA standards that will be used in the contract.

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

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) 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: 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. [In-State or local preference must not be used as factor in the evaluation, ranking, and selection phase. Local presence and DBE participation are the only two non-qualifications-based evaluation criteria that are permitted, however, the combined total of these criteria cannot exceed a nominal value of 10 percent of the total evaluation criteria \(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 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 LPA 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 sample cost proposals at the DLA Consultant Selection and Procurement [website](#);
- 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 200.318(k) and 23 CFR 172.5(c)(18).

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 must 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 LPA must ensure that Consultant contract solicitation and advertising documents (RFQs) clearly specify that contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR 16.301-3, 2 CFR 200, and 48 CFR 31. The LPA 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 must be by public advertisement or 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 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 LPA should retain copies of screen shots displaying the posted begin/end dates.

In the second approach, the LPA 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 LPA for the RFQ. The RFQs must 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 LPA must publish the RFQ online and also issue the RFQ to all consultants responding to newspaper advertisement. The LPA must keep a record of all consultants that have downloaded the RFQ online 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 must be rejected. Submittal of additional information after the due date must 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 an [Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive](#) 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 if interviews were an option in the solicitation. 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 LPA may answer any questions concerning the scope of work to be contracted out, if not done earlier during the solicitation. In addition, the LPA 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 LPA 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 must 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 must 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 LPA must 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 should meet 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 proposals (for both prime consultant and all subconsultants), and contract audit and review documents such as Certification of Indirect Costs and Financial Management System and Financial Document Review Request forms, 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 consultants with their statements of qualification.

After the top-ranked consultant submits a sealed cost proposal, the LPA reviews the cost proposal and compares it with the LPA'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 LPA the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the LPA 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 must be returned to consultants.

Cost proposals in electronic form must 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 must not be opened by the LPA or any private entity that the LPA 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 LPA'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). LPA 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 LPA. 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 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 LPA must review the contract to ensure that all federal and state requirements have been met, and receive Caltrans IOAI's Financial Review acceptance letter, if applicable.

Prior to contract award, or after contract award but no later than the first invoice, the LPA must submit a completed A&E Consultant Contract form for all new federal-funded A&E consultant contracts using the A&E Consultant Contract database at <https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form> (please use Firefox or Chrome if not supported by your browser).

If there are any changes to the contract after submittal of the A&E Consultant Contract form, refer to [Section 10.1.8: Contract Amendments](#) of this chapter.

### 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 two-step process with issuance of a request for qualifications (RFQ) whereby responding consultants are evaluated and ranked based on qualifications and a request for proposal (RFP) is then provided to three or more of the most highly qualified consultants. The two-step method leads to an executed project specific contract.

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 the Two-Step RFQ/RFP 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. 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 Two-Step 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 (see [Section 10.1.2 Determine Type of Contract](#)). 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 through subsequent competition or mini-RFPs amongst the on-call consultants.

LPAs may also use the Two-Step RFQ/RFP method to:

1. Develop and maintain a prequalified file/list of consultant firms by specific work categories or areas of expertise. This list includes all consultants that meet the minimum published pass/fail requirements. The prequalified list can be updated annually or at least every two years and must be maintained by the agency. This list has not gone through the evaluation process.
2. Create a short list of evaluated and ranked consultants that leads to executed contracts

Because it is a combination of the One-Step RFQ and One-Step RFP methods, the Two-Step RFQ/RFP 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 LPA 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 prequalification process.

General criteria guidelines should be established for consultant selection for a prequalified 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: Consultant Proposal DBE Commitment](#))
- Professional references by the firm with the LPA
- 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 LPA
- Use of subconsultants 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 prequalification list.

Federal regulations require that any procedures related to prequalifying consultants cannot restrict competition.

Prequalification 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 prequalification 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 must be rejected. Submittal of additional information after the due date must not be allowed.

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

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) 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: Conflict of Interest and Confidentiality Statement](#).

### **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**

Prequalification of a consultant expires in two years. Prequalified consultants must renew their prequalification 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 Prequalified 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 subconsultants
- Pre-award audit/financial package information (if deemed appropriate)
- Examples of similar work previously completed
- Subconsultants, DBE, their proposed participation, and other related information

### **Conduct Proposer's Conference or Answer Written Questions**

The LPA 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 LPA 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 must be rejected. Submittal of additional information after the due date must 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 an [Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive](#) 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 must 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 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 proposals (for both prime consultant and all subconsultants) and contract audit and review documents, such as Certification of Indirect Costs and Financial Management System and Financial Document Review Request forms, 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 LPA reviews the cost proposal and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the LPA the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the LPA 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 must 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 LPA 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 LPA.

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

Before executing the consultant contract, the LPA must review the contract to ensure that all federal and state requirements have been met.



## 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 LPA 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 and 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 LPA 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;
- Certification of Indirect Costs and Financial Management System (for prime consultants and subconsultants) and Financial Document Review Request forms and all supporting documents, if applicable (contracts at or above \$1 Million), 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;
- [A&E Consultant Contract database](#) must be used to ensure that required documentation has been provided;
- A 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 1200 and 2 CFR 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 must provide for LPA reviews at appropriate stages during performance of the work, to determine if any changes or other actions are warranted.

The contract must provide that the consultant and subconsultants must 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 LPA authorized representatives; and copies thereof must 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 LPA and must 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 on-call contracts must have a begin and end date. All executed project-specific or multiphase contracts must have a begin date and should have an end date prior to the Project End Date. Work performed after the Project End Date is not eligible for reimbursement; see [LAPM Chapter 3: Project Authorization](#). LPA 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 must 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 LPA 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 website: [http://www.dir.ca.gov/OPRL/FAQ\\_PrevailingWage.html](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html)
  - DIR Wage Determination 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 LPA. Refer to [LAPM Chapter 9: Civil Rights & Disadvantaged Business Enterprise](#) and 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 LPA 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 LPA.

For federal reimbursement of consultant costs on a project, the LPA 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 Commitment](#)
- Copy of issued task order and Exhibit 10-O2 for the task order for on-call contracts.

DLAE must confirm that the LPA has submitted copies of the Certification of Indirect Costs and Financial Management System form (for prime consultant and subconsultants) to Caltrans IOAI and that LPA has submitted the A&E Consultant Contract form to Caltrans.

The LPA 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 must 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 FHWA's [Q&A](#) for A&E related services).

There is no prescribed format for contract amendments. They may take the form of letter-type agreements meeting the legal requirements of the LPA, 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 by formal amendment. Failure to amend a contract prior to the ending date will make the subsequent costs ineligible for federal and state reimbursement. Task orders are not considered an amendment and therefore not appropriate to extend the terms of the contract.

All contract amendments must 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 LPA 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 must 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 must 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 LPA 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 LPA funding. [Section 10.1.3: A&E Consultant Audit and Review Process](#) of this chapter must apply to the entire contract and must be completed prior to execution of the contract amendment. For contracts greater than or equal to \$1 Million, submit the [Financial Document Review Request form](#) to IOAI for all amendments on consultant/subconsultant's name change, amending an ICR, or adding new subconsultant's ICR. ICRs that have not been accepted by IOAI are not eligible for federal or state reimbursement. For contracts with original amounts under \$1 Million but subsequently became greater than or equal to \$1 Million after amendment, IOAI Financial Document Review is not required. If there are any changes to the contract after submittal of the A&E Consultant Contract form, the LPA must submit an amended form to the A&E Consultant

Contract [database](#) prior to the first invoice after the contract has been amended. Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts. All amendments must incorporate any current requirements of the federal regulations including the federal fiscal provisions and submit the A&E Consultant Contract form to the A&E Consultant Contract database prior to the first invoice after the contract has been amended (please use Firefox or Chrome if not supported by your browser).

## 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 LPA.

## Project Records

Federal-Aid Highway Program funding recipients and subrecipients 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 200). These records must 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 200.334).

For audit purposes, project records and documentation must 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](#), [Exhibit 10-O2: Consultant Contract DBE Commitment](#)), [Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#), [Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprise and First-Tier Subcontractors](#) or [Exhibit 17-F1: Final Report-Utilization of Disadvantaged Business Enterprise for A&E On-Call Contracts](#), and [Exhibit 17-O: Disadvantaged Business Enterprise Certification Status Change](#)).
- 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 (Certification of Indirect Costs and Financial Management System form) for contracts at or above \$1 Million;
- A&E Consultant Audit Request Letter and Checklist (Financial Document Review Request form) for contracts at or above \$1 Million and all supporting documentation.
- Executed consultant contracts, cost proposals, and amendments (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#));
- Contract oversight and progress meeting documents;
- Progress and final payments, and supporting documentation;
- Performance evaluation (see [Exhibit 10-S: Consultant Performance Evaluation](#));
- A&E Consultant Contract form (see [A&E Consultant Contract database](#));
- 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 must be completed if the consultant needs to disclose any lobbying activities.

### Retention Clauses

At the option of the LPA, 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 VIII).

### Review of Local Public 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 LPA 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.

The A&E Consultant Contract form is to be completed prior to award, or after contract award but no later than the first invoice. A copy of this form must be retained in the LPA 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 (2 CFR 200, PCC 10340, and California Government Code 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 no recognized small purchase procedure and all A&E contracts are procured using qualifications based selection and not cost. For federal contracts that are less than \$250,000 and are not anticipated to exceed this amount, the agency must use either [Section 10.2: State-Only Funded A&E Contracts](#) or the federal guidance for contracts greater than \$250,000. 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 (see Section 10.2: State-Only Funded A&E Contracts) must 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 must 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. An Exhibit 12-F prepared by the LPA 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/A&E Noncompetitive](#)).

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 LPA must:

- 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 LPA must carefully document details of the special conditions, obtain Caltrans approval on the [Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive](#) and retain all documents in the project files for future Caltrans' or FHWA's review.

### Retaining a Consultant in a Management Support Role (CMSR)

An LPA may retain a qualified CMSR 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 CMSR 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 CMSR should be limited to unique or very unusual situations. These situations require a thorough justification as to why the LPA 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. A CMSR 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 CMSR requires the following:

- Compliance with the selection procedures specified in this chapter;
- Existence of a contract between the LPA and the consultant specifying the LPA engineering services to be performed;
- Written designation by the LPA 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 panel members (both consultants and employees) prior to participating in the A&E Selection Panel pertaining to the specific selection process and the firms being considered;
- Selection of consultants for A&E management positions must 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, the LPA's CMSR must 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 LPA 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 LPA'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 must 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 must not be considered in the selection of consultants for the resulting project specific work.

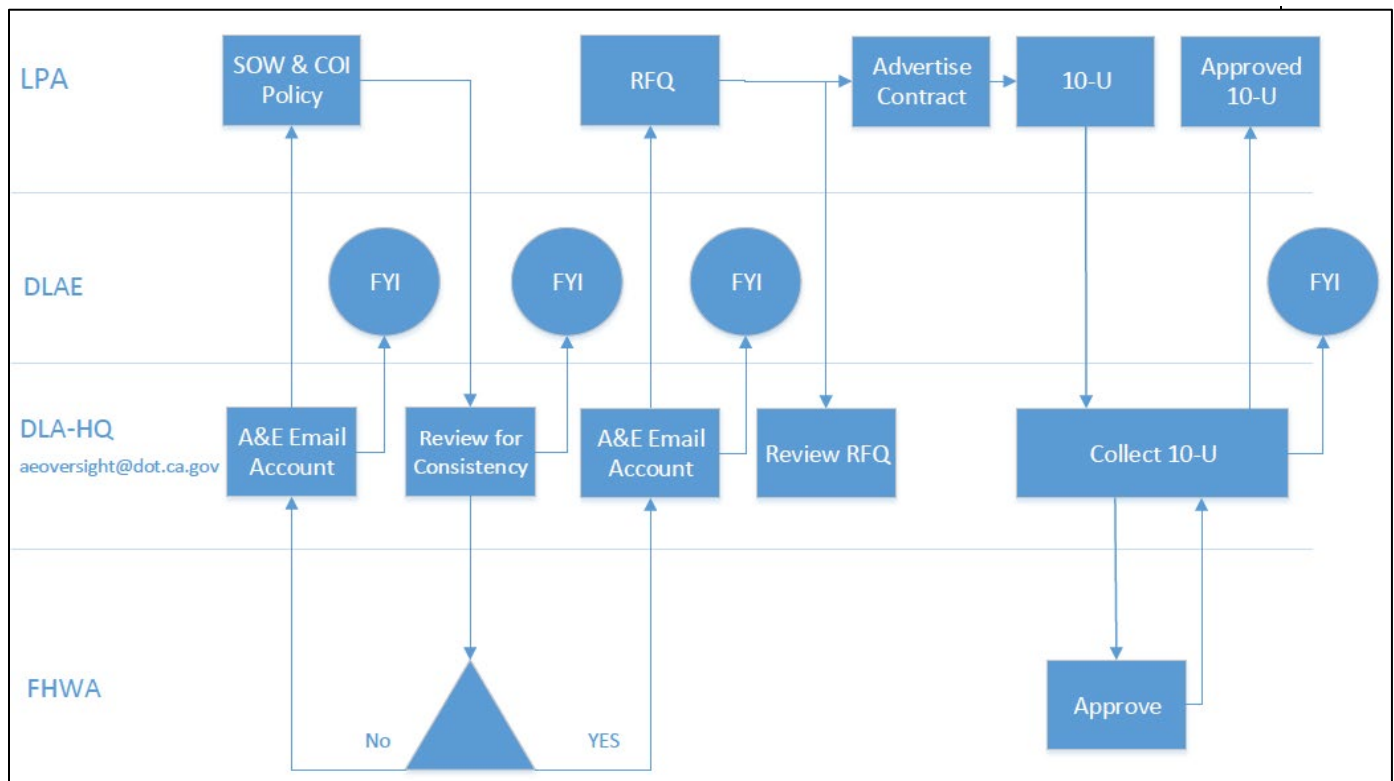
When a CMSR is procured with federal-aid funds, the LPA (subgrantee) must fully comply with the following:

- 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 must 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 LPA must receive approval of the CMSR from FHWA.
- Liability insurance should normally be required from the consultant (errors and omissions, etc.).

For federally-funded projects, LPAs 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 CMSR to be federally eligible, the following are required prior to contract execution:

- The LPA must 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](mailto:aeoversight@dot.ca.gov), prior to contract advertisement.
- Once the LPA receives FHWA's written response, the LPA may need to revise the documents reflecting FHWA's opinions and can proceed with the RFQ.
- **Before award**, the LPA must submit the completed [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) to DLA-HQ at [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov). LPA will receive FHWA's approved [Exhibit 10-U](#) via email. **FHWA approval required prior to award.**



## Construction Engineering Services

Under federal-aid regulations and state policy, the primary responsibility for general supervision of construction must remain with the LPA. The LPA 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 LPA in charge of the project and the consultant's construction engineering staff.

### 10.1.10 Program Management

According to 23 CFR 172.5, LPAs are required to adopt written policies and procedures prescribed by Caltrans. As such, the LPA must adopt Caltrans Local Assistance Chapter 10: Consultant Selection, which contain the A&E policies and procedures.

To meet this requirement, LPAs are required to email and provide one of the following documents to the DLA Office of Guidance and Oversight (OGO) at [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov):

1. A Board Resolution showing that the LPA is adopting Caltrans LAPM Chapter 10; OR
2. An official letter signed by the LPA's Public Works Director or equivalent manager addressed to the DLA OGO Office Chief, stating that the agency is adopting Caltrans LAPM Chapter 10

The DLA Consultant Selection and Procurement [website](#) includes an example of the adoption [resolution](#) and [letter](#). These examples are for reference only; the appropriate language to be used is determined by the individual agency.

LPAs 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 200.334 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.

## 10.1.11 References

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirement, and Audit Requirements for Federal Awards  
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations  
<https://www.govinfo.gov/app/details/CFR-2013-title2-vol1/CFR-2013-title2-vol1-part215/context>
- 23 U.S.C.112 Letting of Contracts  
<https://www.govinfo.gov/app/details/USCODE-2021-title23/USCODE-2021-title23-chap1-sec112/context>
- 23 CFR Part 172 Procurement, Management, and Administration of Engineering and Design Related Services  
<https://www.ecfr.gov/current/title-23/chapter-I/subchapter-B/part-172>
- 40 U.S.C. Chapter 11 Brooks Act  
<https://www.govinfo.gov/app/details/USCODE-2021-title40/USCODE-2021-title40-subtitle-chap11/context>
- 41 CFR Public Contracts and Property Management  
[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title41/41tab\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title41/41tab_02.tpl)
- 41 U.S.C. Public Contracts  
<https://www.govinfo.gov/app/details/USCODE-2020-title41/context>
- 48 CFR Part 15 – Contract By Negotiation  
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-C/part-15>
- 48 CFR Part 31 – Contract Cost Principles and Procedures  
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-31>
- 48 CFR Part 16 – Types of Contracts  
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-C/part-16>
- 48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts  
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-27/subpart-27.3>
- 48 CFR 31.201-3 – Determining Reasonableness  
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-31/subpart-31.2/section-31.201-3>
- 48 CFR, Chapter 99 - Cost Accounting Standards Board, Office of Federal Procurement Policy, Office of Management and Budget  
<https://www.ecfr.gov/current/title-48/chapter-99>
- 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs  
<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>
- American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit and Accounting Guide  
<https://transportation.org/audit/>

Caltrans Division of Procurement and Contracts Website

<http://www.dot.ca.gov/dpac/index.html>

California Labor Code, Section 1775

[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=LAB&sectionNum=1775](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB&sectionNum=1775)

California Government Code Sections 4525 through 4529.5 and Sections 4529.10 through 4529.20

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.&article=](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.&article=)

California Government Code Sections 4529.10 through 4529.20

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.1.&article=](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.1.&article=)

Government Auditing Standards (GAS) issued by the United States Government Accountability Office

<http://www.gao.gov/yellowbook/overview>

Government Code Sections 4525 through 4529.5 and Sections 4529.10 through 4529.20

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.&article=](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.&article=)

Standard Environmental Reference (SER)

<http://www.dot.ca.gov/ser/>

## 10.2 STATE-ONLY FUNDED A&E CONTRACTS

### 10.2.1 General

LPAs 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 LPA must use good engineering judgment and best practices to document their processes and procedures when procuring A&E contracts utilizing qualifications based selections. LPAs using local funds to procure an A&E Consultant on a state-only funded project and will not seek state reimbursement for consultant cost may choose not to follow the selection and contracting procedures detailed in Section 10.2: State-Only Funded A&E Contracts of this chapter.

All consultants must comply with 48 CFR 31: Contract Cost Principles and Procedures. Also, consultants and LPAs must comply with 2 CFR 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).

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 [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 [Section 10.1.9 Retaining a Consultant in a Management Support Role \(CMSR\)](#).

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 [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 must 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 §4525-4529.5 and 4529.10-4529.20**

## 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.

California Government Code §4526

### B. Conflict of Interest

The LPA 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.

California Government Code §4526, §1090, §4529.12

### C. Records

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

California Government Code §4529.14, §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. If less than three consultants are evaluated, provide justification for agency file.

California Government Code §4526, §4527, §4529.12

### E. Selection Basis

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

California Government Code §4526, §4527

### F. Publication

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

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.

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.

California Government Code §4528

#### I. Negotiations

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

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 [Section 10.1.3: A&E Consultant Audit and Review Process](#).

[Financial Document Review Request form](#)

California Government Code §4529.14, 2 CFR 200

#### K. A&E Consultant Contract Form

The A&E Consultant Contract form must be completed and submitted in the A&E Consultant Contract database at <https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form> (please use Firefox or Chrome if not supported by your browser) prior to contract award, or after contract award but no later than the first invoice for all new state-only funded A&E consultant contracts.

If there are any changes requiring an amendment to the contract after submittal of the A&E Consultant Contract form, the LPA must submit an updated form to the A&E Consultant Contract [database](#) prior to the first invoice after the contract has been amended. Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts.

Reference: LAPM Ch.10.2



## **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 Part 200**  
**Implementation Guidance 12/4/2014****Attachment A: FHWA 2 CFR Part 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.

## 10.3 NON-A&E CONTRACTS

### Scope

This section covers the procurement requirements for the services that are not included in [Section 10.1 Federally-Funded A&E Contracts](#) and [Section 10.2 State-Only Funded A&E Contracts](#). 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 LPAs 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 (PCC). Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

LPA must designate one person within the LPA as a contract manager.  
(PCC 10348.5)

LPAs using local funds to procure non-A&E Consultants on a federal-aid funded or state-only funded project and will not seek federal or state reimbursement for consultant costs may choose not to follow the selection and contracting procedures detailed in Section 10.3: Non-A&E Contracts of this chapter.

### Determining Non-A&E

After identifying that there is a need for consulting services, the LPA must 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 10.1.1: Definition of Architectural and Engineering Consultant](#) and [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 LPA 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
- Local Roadway Safety Plan (LRSP) associated with Highway Safety Improvement Program (HSIP)-funded projects
- [Traffic Counts](#)
- [Speed Surveys](#)

### 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, fund 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](mailto: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: Intelligent Transportation Systems \(ITS\) Program](#).

### 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: Right of Way](#)), 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, LPAs must comply with 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections 200.318-200.326 Procurement Standards (reference FHWA December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance, Attachment A). LPAs 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 California 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. LPA 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) must 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. LPA must 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 must 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. LPA must have a written procedure for evaluating proposals (PCC 10344).

### **RFP Basic Requirements**

There are two general types of consulting service contract solicitations:

- A. Request for Proposal using Cost only
- B. Request for Proposal using Cost and Qualifications

The LPA 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 must follow and the elements they must 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 LPA 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. LPA must require consultants to submit their proposals and cost in a separate, sealed envelope.
- B. LPA must 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 must 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. LPA must include in the proposal the description of the evaluation and scoring method. Substantial weight in relationship to all other criteria utilized must be given to the cost amount proposed by the consultant.
- B. LPA must determine those that meet the format requirements specified in the RFP.
- C. LPA evaluation committee must evaluate and score the proposals using the methods specified in the RFP. All evaluation and scoring sheets must 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 must 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 DLA Consultant Selection and Procurement website at <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/ae/files/rfp-example-non-ae.docx> and may be modified.

Submission of the A&E Consultant Contract form 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.
- Subcontracts - Identify all subcontracts that are to be used, description of each, and the work by each subconsultant/subcontractor. No work must be subcontracted unless listed in the technical proposal. Subconsultant 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.

LPA 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 LPA 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 must 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 (see [Exhibit 15-H: Proposer/Contractor Good Faith Efforts](#)), late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must 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 must 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 must 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 LPA, 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 must 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 proposals must be evaluated to establish effective competition. Any agency that has received less than three proposals on a contract must 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) ([Exhibit 12-F: Cost-Effectiveness/Public Interest Finding/A&E Noncompetitive](#)) 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 defend 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.

## 10.4 A&E OVERSIGHT PROGRAM AND PROCESS REVIEW

### General

The A&E Oversight Branch is responsible for the oversight of consultant contracts procured by LPAs complying with federal regulations 23 CFR 172 and 23 U.S.C.112, and state regulations California Government Code 4525-4529.5.

For locally-administered federal-aid highway projects, A&E consultant contract oversight reviews will be performed by Caltrans' Local Assistance A&E Oversight Engineers (A&EOEs). DLAE staff should participate in the reviews.

### Type of Reviews

The purpose of A&E consultant contract oversight reviews is to verify LPA compliance with federal and state consultant contract administration requirements. A risk-based approach has been identified by the A&E branch to aid LPAs with compliance that includes requiring agencies to complete and submit the A&E Consultant Contract form prior to contract award, or after contract award but no later than the first invoice. The objective is to create a database documenting all consultant contracts and to perform process reviews on a sample of contracts for the annual performance measures report.

Although the risk-based approach is the submittal of the A&E Consultant Contract form via the database, a process review may be conducted on projects for reporting purposes and to determine accuracy of the A&E Consultant Contract form information.

### A&E Consultant Contract Form Review

The purpose of the A&E Consultant Contract form is to provide oversight and guidance to an LPA regarding consultant contract administration on a federal or state-funded project prior to the award of the contract. The A&E Consultant Contract form includes items considered critical for compliance with federal and state regulations.

Subsequent process reviews may be performed on selected state and/or federal projects requiring a greater degree of oversight if deemed necessary for agencies with a noncompliance history.

The following factors may be used when selecting projects for subsequent review:

- LPAs with identified deficiencies during an Incurred Cost Audit
- Projects administered by agencies with previous sanctions/findings
- Lack of experienced/trained LPA personnel
- Request by LPA or DLAE for additional assistance

During subsequent process reviews, the A&EOE will meet with the LPA's consultant contract administration team and discuss project record documentation requirements using the A&E Consultant Contract form. The timing of these types of reviews is targeted for pre-advertisement, pre-negotiations, and pre-award of the consultant contract. This will allow for any changes to take place prior to execution or termination of negotiations for re-advertising. The A&EOE will also explain new policies or procedures, discuss available training, and highlight common problem areas and the means to avoid them.

## Review Findings and Deficiencies

Caltrans will not be involved in most project-level reviews and approval activities. Instead, the Process Review as outlined in this section is Caltrans' primary method of ensuring that federal and state requirements are met. During a Process Review of the LPA's project files, errors and/or deficiencies that may violate federal or state law or regulation could be found. If that happens, federal and/or state funds may be withdrawn from a project depending on the severity and circumstance of the deficiency, as well as the possibility of jeopardizing future federal and/or state funding opportunities for the agency's other projects.

It is important to note that the formal process review is not the only method of discovering project deficiencies. Errors or deficiencies are discovered occasionally as part of the normal routine of processing project submittals by DLAEs or DLA Area Engineers.

Review findings from any subsequent reviews will be forwarded to the LPA and the DLAE within five business days. Deficiencies identified during a review may require development of a corrective action plan by the LPA in consultation with the district within 30 calendar days of receipt of the deficiency notification, unless the agency disagrees with the deficiencies identified and appeals the decision as discussed below.

A list of common A&E consultant procurement-related deficiencies is found at the DLA Consultant Selection and Procurement [website](#). These examples, not all-inclusive, should assist LPAs with knowing common deficiencies found in the past and the possible ramifications for those errors and deficiencies. The key to avoiding possible sanctions is to follow the procedures outlined in this chapter and other appropriate policies and guidelines, and if you have any questions, to consult your DLAE.

Corrective action plans, if required, will identify actions the LPA will take to address each deficiency noted. Corrective actions may include the following: Re-advertising, modifications of LPA policies and procedures, and participation in training to address systemic related deficiencies. Project-specific issues may require additional measures to remedy deficiencies to ensure compliance with federal and state requirements and ensure reimbursement eligibility. Corrective action plans must also include timelines for each action to be implemented. Failure to provide and implement corrective actions may result in sanctions or federal/state ineligibility notices against the project or LPA and could prevent federal or state participation in all or a portion of the project.

In the event the LPA disagrees with the deficiencies identified, the LPA will have 30 calendar days from receipt of the deficiency notification to submit their written request for appeal in accordance with the DLA's [Local Agency Dispute Resolution Process](#). If the appeal is denied, the LPA will have 30 calendar days from receipt of the decision to submit their corrective action plan.

The Dispute Resolution Process provides a means for the LPA to appeal a sanction that they feel has been imposed upon them unfairly or they feel the penalty is too harsh for the error or deficiency. This appeal process is not limited to just the appeal of sanctions; it can be used by LPAs when they disagree with the decision, they receive from a district office.

## 10.5 SANCTIONS

Depending on the severity and circumstances of the deficiencies which may require sanctioning by Caltrans, the DLA or DLAE may impose one of the following sanctions:

- Freeze on all future programming of federal or state funds until corrective action is implemented
- Freeze progress payments for a federal-aid project until the project's deficiency is corrected
- Percentage of federal or state funds for a project withdrawn
- All federal or state funds withdrawn from a project

The DLAE will be responsible for notifying the LPA of sanctions imposed. Whether or not sanctions are imposed against an LPA, the LPA will be expected to develop a corrective action plan and implement it to correct the deficiencies. LPAs will be given adequate time to develop and implement their action plan. Failure to correct the deficiencies in a timely manner will be grounds for imposing additional sanctions

## **RESOLUTION NO. 2024-02**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA ADOPTING CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10: CONSULTANT SELECTION**

**WHEREAS**, the City of Dinuba is responsible for constructing transportation projects that are state and federally funded; and

**WHEREAS**, in order to comply with the Federal regulations and due to limited staffing and expertise, certain services including Architectural and Engineering (A&E) are contracted out to qualified firms; and

**WHEREAS**, the Federal regulations set forth standards for procuring and administering A&E contracts; and

**WHEREAS**, the provisions of the Brooks Act (40 United States Code, Section 1104) requires local agencies to award federally funded engineering and design-related contracts, otherwise known as A&E contracts, on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 31.201-3); and

**WHEREAS**, pursuant to 23 CFR 172.5 (b), local agencies 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**, the provision 23 CFR 172.5 (b)(1) requires local agencies to adopt written policies and procedures 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 to be utilized by local agencies in the procurement and management of A&E contracts on state and federal funded transportation projects to ensure compliance with applicable Federal and State laws and regulations and to maintain eligibility for Federal-Aid reimbursement; and

**WHEREAS**, the City of Dinuba desires to adopt Caltrans's LAPM Chapter 10 and the City's conflict of interest policies for compliance with Federal regulations on the procurement and administration of A&E contracts.

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

**Section 1.** The above recitals are true and correct findings of the Dinuba City Council.

**Section 2.** The Local Assistance Procedures Manual, Chapter 10, Consultant Selection dated January 2024 or as amended in future updates, is approved and adopted.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the following vote:

<b>AYES:</b>	<b>COUNCIL MEMBERS:</b>
<b>NOES:</b>	<b>COUNCIL MEMBERS:</b>
<b>ABSTAIN:</b>	<b>COUNCIL MEMBERS:</b>
<b>ABSENT:</b>	<b>COUNCIL MEMBERS:</b>

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk



## City Council Staff Report

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Department: CITY MANAGER'S OFFICE

January 9, 2024

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**To:** Mayor and City Council

**From:** Maria Alaniz, City Clerk/Human Resources Director

**Subject:** Resolution No. 2024-05 Amending the Fiscal Year 2023-24 Salary Schedule to Reflect Minimum Wage Adjustments (MA)

### RECOMMENDATION

Council adopt Resolution No. 2024-05 amending the FY 2023/24 salary schedule to reflect increase in the minimum wage as required by law.

### EXECUTIVE SUMMARY

The city's salary schedule for Fiscal Year 2023/24 has been revised to include the increase to positions to current state minimum wage as required by law.

### OUTSTANDING ISSUES

None.

### DISCUSSION

On April 4, 2016, Governor Edmund G. Brown signed Bill 3 into law, raising the minimum wage for all industries. The bill created ground-breaking legislation increasing the \$10.00 per hour minimum wage each year starting January 1, 2017 until it reached \$15.00 per hour by January 1, 2022.

A provision in the law allows minimum wages to be raised annually up to 3.5% for an increase in inflation of over 7% as measured by the National Consumer Price Index. Governor Gavin Newsom announced that all employers of every size will begin paying a minimum wage of \$16.00 beginning January 1, 2024.

On July 25, 2023, the City Council, by resolution, adopted the Fiscal Year 2023/24 salary schedule. The salary schedule for Fiscal Year 2023/24 reflects the increase to the positions that were below or at the minimum wage amount of \$16.00. These changes reflect the current state minimum wage as required by law.

Resolution No. 2024-05 enclosed as attachment 'A' includes the revised salary scheduled for all applicable positions as shown in Exhibit 'A'.

**FISCAL IMPACT**

None.

**PUBLIC HEARING**

None required.

**ATTACHMENTS:**

A. Resolution No. 2024-05



**RESOLUTION NO. 2024 - 05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA,  
CALIFORNIA, AMENDING THE FISCAL YEAR 2023-24 SALARY  
SCHEDULE**

**WHEREAS**, the City Council on July 25, 2023, by resolution, adopted the FY 2023/24 salary schedule;

**WHEREAS**, it is the intent of this Resolution to include the increase to positions to state minimum wage as required by law;

**NOW, THEREFORE**, by the City Council of the City of Dinuba, California, does hereby amend the Fiscal Year 2023-24 Salary Schedule, as follows:

A. Exhibit 'A' FY 2023-24 Position and Salary Ranges

**THE FOREGOING RESOLUTION** is approved and adopted by the City Council of the City of Dinuba this 9<sup>th</sup> day of January, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Maribel Reynosa, Mayor

ATTEST:

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Maria Alaniz, City Clerk

## Attachment 'A'

## City of Dinuba

## FY 2023/2024 Positions &amp; Salary Ranges

\*Effective 1/1/24 - 6/30/24

Title	Salary Range	Monthly Range Steps					Group
		A	B	C	D	E	
Accountant I	130	4,755	4,992	5,242	5,503	5,779	Professional
Accountant II	140	5,252	5,512	5,791	6,079	6,384	Professional
Accounting Technician I	97	3,574	3,756	3,942	4,141	4,345	Classified
Accounting Technician II	102	3,758	3,945	4,144	4,349	4,566	Classified
Administrative Assistant I	110	4,070	4,269	4,486	4,708	4,945	Classified
Administrative Assistant II	115	4,274	4,491	4,715	4,952	5,200	Classified
Administrative Services Director	196	9,168	9,627	10,109	10,613	11,145	Administrative
Administrative Technician	100	3,680	3,867	4,063	4,264	4,475	Classified
Animal Control Officer	102	3,758	3,945	4,144	4,349	4,566	Classified
Assistant City Manager	195	9,077	9,530	10,008	10,509	11,034	Administrative
Associate Engineer	160	6,412	6,731	7,065	7,419	7,790	Professional
Billing Clerk	90	3,335	3,501	3,673	3,858	4,054	Classified
Billing Clerk II	95	3,507	3,678	3,864	4,059	4,259	Classified
Billing/Collections Supervisor	140	5,252	5,512	5,791	6,079	6,384	Professional
Building Inspector/Code Enforcement Officer	115	4,274	4,491	4,715	4,952	5,200	Classified
Building Official	164	6,670	7,003	7,353	7,720	8,107	Professional
Building Official/Senior Building Inspector	156	6,159	6,465	6,789	7,129	7,486	Professional
Business Manager	160	6,412	6,731	7,065	7,419	7,790	Professional
Cashier/Customer Service Rep.	83	3,111	3,266	3,430	3,602	3,780	Classified
City Clerk/Human Resources Director	182	8,254	8,649	9,067	9,499	9,960	Administrative
City Engineer	223	11,995	12,593	13,225	13,886	14,576	Administrative
City Manager	228	13,534	14,179	14,843	15,538	16,257	Administrative
Clerical Assistant I	70	2,773	2,912	3,058	3,210	3,371	Classified
Code Enforcement Officer I	105	3,872	4,066	4,267	4,488	4,704	Classified
Code Enforcement Officer II	115	4,274	4,491	4,715	4,952	5,200	Classified
Code Enforcement Technician	95	3,507	3,678	3,864	4,059	4,259	Classified
Community & Youth Services Supervisor	115	4,274	4,491	4,715	4,952	5,200	Classified
Community Service Officer	86	3,205	3,363	3,531	3,709	3,897	Classified
Deputy City Clerk	120	4,307	4,519	4,744	4,982	5,233	Professional
Dispatcher	92	3,609	3,789	3,978	4,181	4,387	Classified
Engineer/Paramedic	159	6,675	7,009	7,359	7,727	8,114	Fire
Events Coordinator	107	3,949	4,148	4,356	4,571	4,803	Classified
Evidence Technician	85	3,172	3,331	3,496	3,671	3,855	Classified
Finance/Budget Services Manager	175	7,441	7,810	8,202	8,613	9,045	Professional
Fire Battalion Chief	185	8,219	8,627	9,060	9,514	9,989	Professional
Fire Captain	172	7,597	7,977	8,376	8,794	9,234	Fire
Fire Chief	196	9,168	9,627	10,109	10,613	11,145	Administrative
Fire Inspector	115	4,274	4,491	4,715	4,952	5,200	Classified
Firefighter I/EMT-B	138	5,416	5,687	5,972	6,270	6,584	Fire
Firefighter I/Paramedic	153	6,288	6,603	6,933	7,279	7,643	Fire
Fiscal Analyst I	130	4,755	4,992	5,242	5,503	5,779	Professional
Fiscal Analyst II	140	5,252	5,512	5,791	6,079	6,384	Professional
Grounds Maintenance Worker I	88	3,269	3,432	3,605	3,784	3,971	Classified
Grounds Maintenance Worker II	100	3,680	3,867	4,063	4,264	4,475	Classified
Grounds Maintenance Worker III	113	4,195	4,403	4,623	4,853	5,094	Classified
Human Resources Analyst I	130	4,755	4,992	5,242	5,503	5,779	Professional
Human Resources Manager	174	7,367	7,734	8,121	8,528	8,954	Professional
Human Resources/Payroll Technician	104	3,832	4,025	4,226	4,439	4,661	Confidential
Human Resources Technician I	104	3,832	4,025	4,226	4,439	4,661	Confidential
Human Resources Technician II	114	4,235	4,446	4,668	4,900	5,146	Confidential
Information Technology/Records Manager	160	6,412	6,731	7,065	7,419	7,790	Professional
Lieutenant	185	8,219	8,627	9,060	9,514	9,989	Professional
Maintenance Worker I	98	3,611	3,793	3,978	4,181	4,389	Classified
Management Analyst	150	5,801	6,093	6,394	6,713	7,053	Professional
Mechanic I	110	4,070	4,271	4,484	4,708	4,945	Classified
Mechanic II	120	4,498	4,718	4,956	5,203	5,462	Classified
Mechanic Helper	100	3,680	3,867	4,063	4,264	4,475	Classified
Meter Reader	88	3,269	3,432	3,605	3,784	3,971	Classified
Paramedic Trainee	70	2,773	2,912	3,058	3,210	3,371	Classified
Parks & Community Services Director	190	8,639	9,067	9,521	9,998	10,501	Administrative
Parks Manager	150	5,801	6,093	6,394	6,713	7,053	Professional
Parks Supervisor	125	4,722	4,961	5,209	5,465	5,743	Classified
Payroll Technician II	102	3,758	3,945	4,144	4,349	4,566	Confidential
Permit Technician	100	3,680	3,867	4,063	4,264	4,475	Classified
Planner I	125	4,522	4,749	4,989	5,236	5,498	Professional
Planner II	135	4,997	5,247	5,509	5,786	6,067	Professional
Planning Technician	100	3,680	3,867	4,063	4,264	4,475	Classified
Police Chief	197	9,526	9,984	10,466	10,970	11,502	Administrative
Police Officer	148	6,185	6,483	6,817	7,155	7,512	Police

Public Improvements Officer	126	4,770	5,009	5,261	5,524	5,800	Classified
Public Works Director	190	8,639	9,067	9,521	9,998	10,501	Administrative
Public Works Superintendent	160	6,412	6,731	7,065	7,419	7,790	Professional
Public Works Supervisor	145	5,521	5,796	6,084	6,389	6,708	Professional
Records Technician	100	3,680	3,867	4,063	4,264	4,475	Classified
Recreation Coordinator	107	3,949	4,148	4,356	4,571	4,803	Classified
Recreation Supervisor	125	4,522	4,749	4,989	5,236	5,498	Professional
Senior Accountant	150	5,801	6,093	6,394	6,713	7,053	Professional
Senior Accounting Technician	107	3,949	4,148	4,356	4,571	4,803	Classified
Senior Center Coordinator	107	3,949	4,148	4,356	4,571	4,803	Classified
Senior Center Supervisor	115	4,274	4,491	4,715	4,952	5,200	Classified
Senior Code Enforcement Officer	125	4,722	4,961	5,209	5,465	5,743	Classified
Senior Fiscal Analyst	150	5,801	6,093	6,394	6,713	7,053	Professional
Senior Mechanic	130	4,964	5,212	5,474	5,748	6,034	Classified
Senior Planner	150	5,801	6,093	6,394	6,713	7,053	Professional
Senior Wastewater Treatment Plant Operator	108	3,988	4,189	4,399	4,618	4,848	Classified
Sergeant	168	7,542	7,918	8,311	8,731	9,166	Police
Single Role Paramedic	90	3,335	3,501	3,673	3,858	4,054	Classified
Sports Coordinator	107	3,949	4,148	4,356	4,571	4,803	Classified
Sportsplex Coordinator	107	3,949	4,148	4,356	4,571	4,803	Classified
Streets Supervisor	125	4,722	4,961	5,209	5,465	5,743	Classified
Utilities Supervisor	125	4,722	4,961	5,209	5,465	5,743	Classified
Utility Worker I	88	3,269	3,432	3,605	3,784	3,971	Classified
Utility Worker II	103	3,794	3,981	4,186	4,392	4,611	Classified
Utility Worker III	113	4,195	4,403	4,623	4,853	5,094	Classified
Wastewater Treatment Plant Operator I	98	3,611	3,793	3,978	4,181	4,389	Classified
Wastewater Treatment Plant Operator II	103	3,794	3,981	4,186	4,392	4,611	Classified
Wastewater Treatment Plant Operator Trainee	88	3,269	3,432	3,605	3,784	3,971	Classified
Wastewater Treatment Plant Superintendent	159	6,342	6,661	6,996	7,346	7,713	Professional
Wastewater Treatment Plant Supervisor	150	5,801	6,093	6,394	6,713	7,053	Professional
Water Quality Technician	105	3,872	4,066	4,267	4,488	4,704	Classified
Water System Specialist III	113	4,195	4,403	4,623	4,853	5,094	Classified

\*Revised 1/09/24

City of Dinuba

FY 2023/2024 Regular Part-time Positions & Salary Ranges

\*Effective 1/1/24 - 6/30/24

Title	Salary Range	Hourly Range Steps				
		A	B	C	D	E
Accounting Technician I	97	20.62	21.67	22.74	23.89	25.07
Animal Control Officer	102	21.69	22.77	23.91	25.09	26.35
Assistant Recreation Leader	External survey	16.00	17.60	18.48	19.40	20.37
Billing Clerk	90	19.24	20.21	21.20	22.27	23.39
Clerical Assistant I	70	16.00	16.80	17.64	18.52	19.45
Code Enforcement Officer I	105	22.34	23.46	24.61	25.89	27.14
Custodian I	88	18.86	19.80	20.80	21.83	22.91
Custodian II	93	19.25	20.22	21.23	22.27	23.39
Events Coordinator	107	22.79	23.93	25.12	26.38	27.70
Grounds Maintenance Worker I	88	18.86	19.80	20.80	21.83	22.91
Landscape Technician	111	23.01	24.17	25.39	26.64	27.98
Maintenance Worker Assistant	88	18.86	19.80	20.80	21.83	22.91
Maintenance Worker I	98	20.83	21.88	22.95	24.12	25.32
Meter Reader	88	18.86	19.80	20.80	21.83	22.91
Recreation Coordinator	107	22.78	23.93	25.13	26.37	27.71
Recreation Leader	External survey	17.71	19.48	20.45	21.47	22.54
Utility Worker I	88	18.86	19.80	20.80	21.83	22.91
Water Conservation Technician	88	18.86	19.80	20.80	21.83	22.91

\*Revised 1/09/24

City of Dinuba

FY 2023/2024 Temporary Positions & Salary Ranges

\*Effective 7/1/23- 6/30/24

Title	Salary Range	Hourly Range Steps					
		A	B	C	D	E	F
Clerical Assistant I		16.00	16.50	17.00	17.50	18.00	
Code Enforcement Officer I		21.33	23.70	24.90	26.14	27.46	
Events Coordinator		19.13	21.26	22.83	23.45	24.61	
Grounds Maintenance Worker I		16.32	18.13	19.03	19.99	20.98	
Lifeguard/Swim Instructor		16.00	16.50	17.00	17.50	18.00	
Maintenance Worker Asst.		16.32	18.13	19.03	19.99	20.98	
Paid Call Firefighter		16.00	16.50	17.00	17.50	18.00	
Pool Supervisor		17.50	18.00	18.50	19.00	19.50	
Sports Site Supervisor		18.00	18.50	19.00	19.50	20.00	
Sports Official		16.00	16.50	17.00	17.50	18.00	
Sportsplex Assistant		16.00	16.50	17.00	17.50	18.00	
Reserves - Dispatchers		16.72	17.44	18.19	18.98	19.82	
Reserves - Firefighter		16.00	16.50	17.00	17.50	18.00	
Reserves - Police Officers		16.00	24.38	25.67	27.03	28.46	29.96
Sports Official/Scorekeeper		16.00	16.50	17.00	17.50	18.00	
Utility Worker I		16.32	18.13	19.03	19.99	20.98	
Water Conservation Technician		16.32	18.13	19.03	19.99	20.98	

\*Revised 1/09/24



## City Council Staff Report

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Department: Planning and Development

January 9, 2024

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**To:** Mayor and City Council

**From:** Karl Schoettler, City Planning Consultant

**Subject:** Ordinance No. 2023-09 - Second reading and Adoption to change the zoning for the Los Proados Residential Subdivision (KSch)

### RECOMMENDATION

Council to conduct the second reading, waive reading in full, and adopt Ordinance 2023-09 pertaining to an amendment of the zoning on a 27± acre parcel on the north side of E. El Monte Way and the east side of Crawford Avenue.

### EXECUTIVE SUMMARY

The action would result in an amendment to the zoning of a single parcel on the north side of E. El Monte Way and the east side of Crawford Avenue, to adjust the boundaries of the existing "R-1-6" and "C-3" zones, to facilitate the development of the site with a single family residential subdivision ("Los Prados") along with future commercial development (see location map in Attachment "B").

### OUTSTANDING ISSUES

None.

### DISCUSSION

On December 12, 2023 the City Council conducted a first reading of Ordinance No. 2023-09 to adjust the zoning of a 27± acre parcel (located on the north side of E. El Monte Way and the east side of Crawford Avenue). The northern two-thirds of the site is currently zoned "R-1-6" (Single Family Residential (6,000 square foot minimum lot size). The remaining southerly part of the site is zoned "C-3" (Community Commercial). The Dinuba General Plan designates the northern part of the site "Medium Density Residential" while the southern part is designated "Community Commercial. These designations are consistent with the zoning designations and the project complies with zoning standards and planning policies.

In order to accommodate the proposed design of the subdivision, the applicant is requesting that a portion of the commercially zoned property consisting of approximately 3-acres be changed from commercial to residential. A copy of the ordinance amending the General Plan land use and zone change from Community Commercial (C-3) to Medium Density Residential (R-1-6) is enclosed as "Map-1" of Attachment 'A'.

The existing parcel is currently vacant but has hosted agricultural uses in the past. Land to the south contains a variety of commercial uses, including auto repair, a motel, mini storage and other uses. Land to the west includes commercial uses (auto parts, fast food and shopping center) as well as single family homes. Land to the north also contains single family homes. Finally, land to the east includes agriculture and a banquet facility (The Island).

conducted the first reading and public hearing for Ordinance No. 2023-09 in December 12, 2023. Staff recommends City Council conduct the second reading, waive the reading in full and adopt the Ordinance, which will take effect 30 days after it is adopted.

## **FISCAL IMPACT**

Each lot developed on the site will be subject to the City's Development Impact Fees, and once developed, owners of the lots will be subject to monthly utility charges.

## **PUBLIC HEARING**

A public hearing notice was published in the Mid Valley Times prior to the City Council's public hearing on the project on December 12, 2023.

## **ATTACHMENTS:**

- A. Ordinance 2023-09
- B. Location Map

ATTACHMENT "A"

**ORDINANCE NO. 2023-09**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING THE ZONING OF ONE PARCEL LOCATED ON THE NORTH SIDE OF E. EL MONTE WAY AND THE EAST SIDE OF N. CRAWFORD AVENUE.**

**THE CITY COUNCIL OF THE CITY OF DINUBA HEREBY DOES ORDAIN:**

**SECTION 1.** FINDINGS.

- (a) The City of Dinuba administers a Zoning Ordinance (Title 17 of the Dinuba Municipal Code), including a map that designates all parcels of land with specific zoning classifications.
- (b) The purpose of zoning is to facilitate a well-planned City and to avoid land use conflicts, among other objectives.
- (c) The City has received an application to amend the Zoning of one parcel located on the north side of E. El Monte Way and the east side of N. Crawford Avenue. Currently the parcels are zoned C-3 (Community Commercial). The parcels are proposed to be zoned R-1-6 (Single Family Residential (6,000 square foot minimum lot size)).
- (d) The Assessor Parcel Number of the subject parcel is 013-090-037.
- (e) The purpose of the zone change is to enable development of the site with a subdivision, neighborhood park and future commercial uses.
- (f) The proposed zone change is shown on Map 1.

**SECTION 2.** SEVERABILITY.

Each of the provisions of this ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 3.** The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the



Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

This Ordinance shall take effect and be in full force thirty (30) days from and after its adoption.

**SECTION 5.** The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Dinuba on the 12th day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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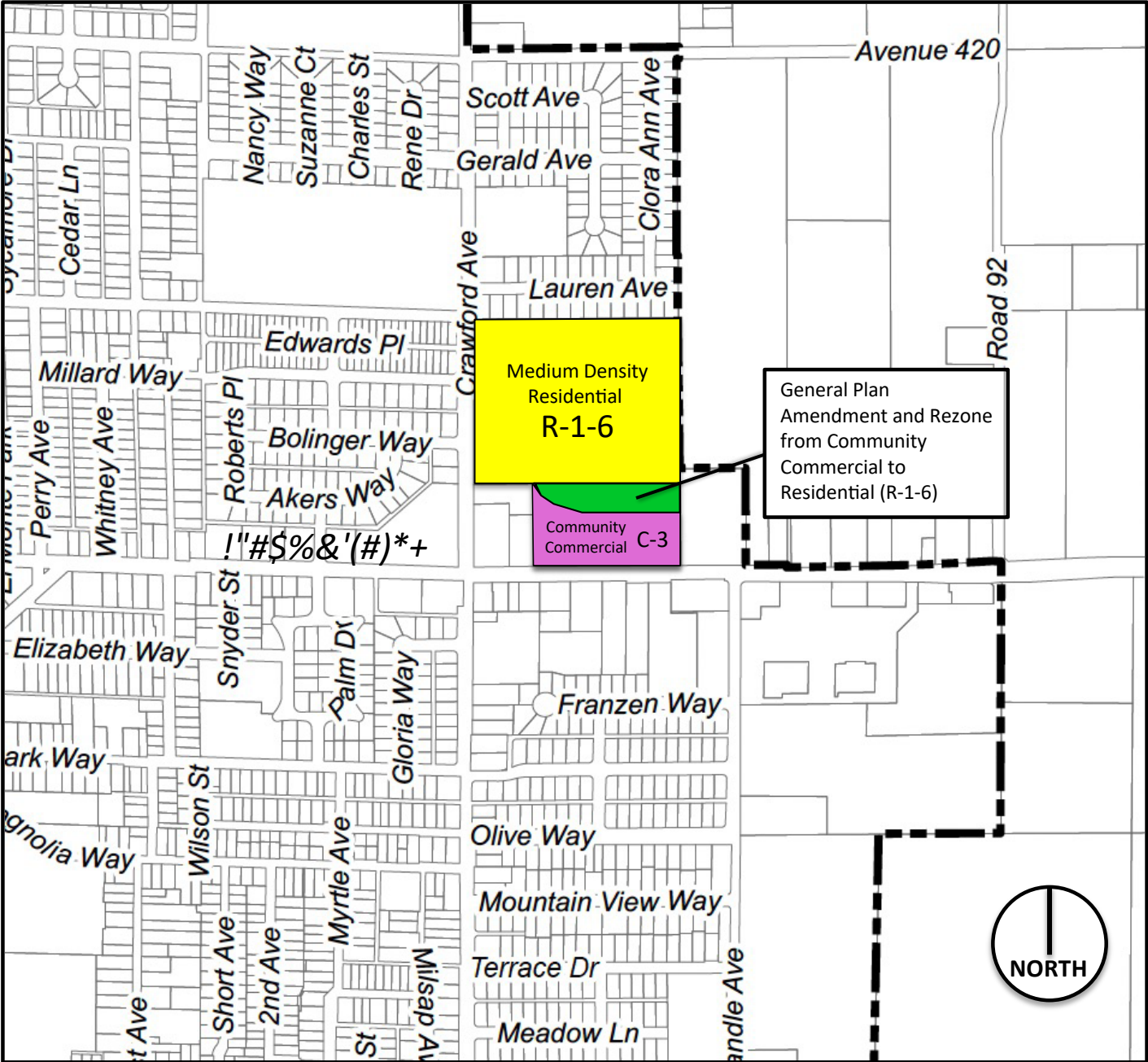
Maribel Reynosa, Mayor of the City of Dinuba

ATTEST:

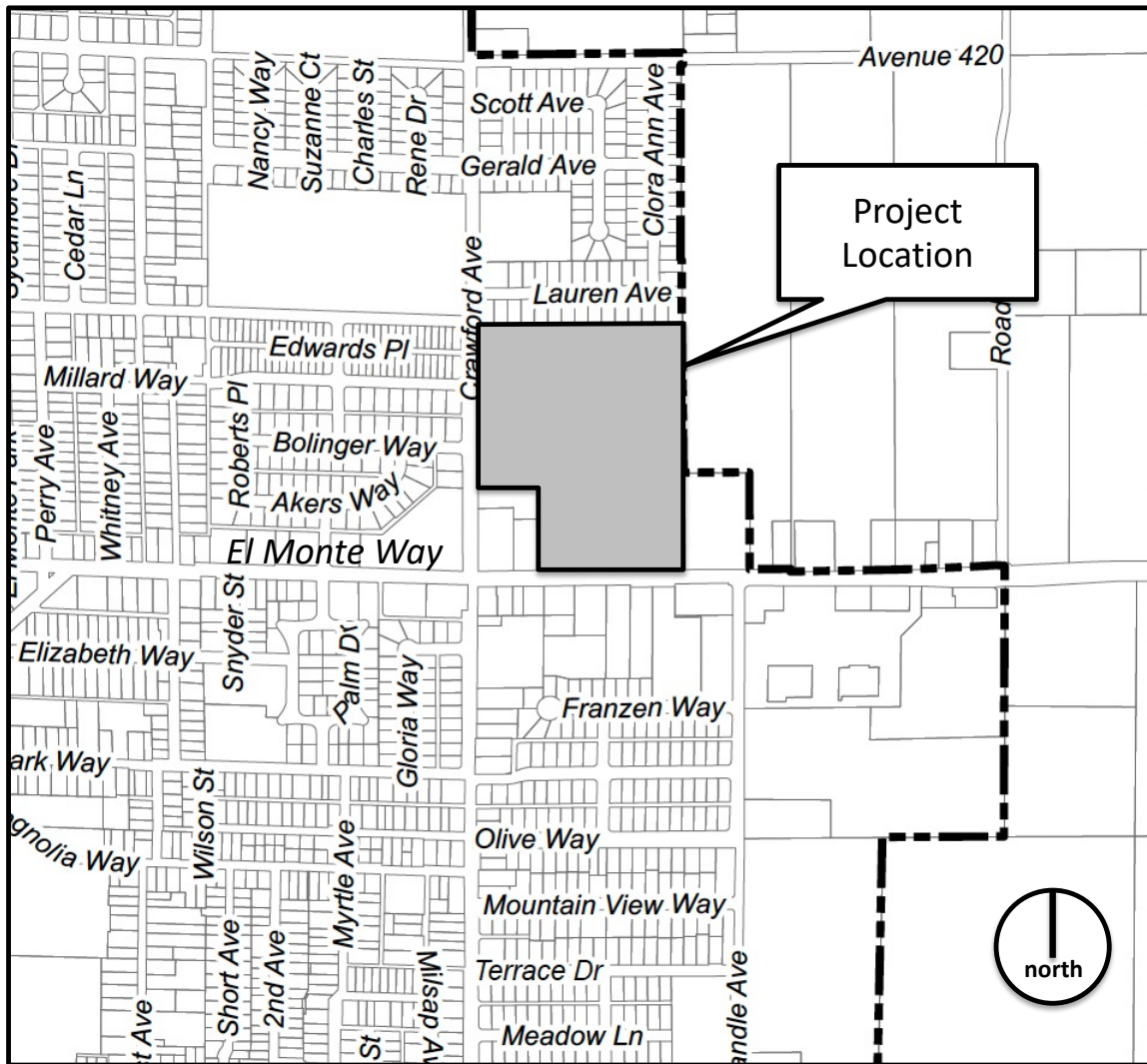
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Maria Ananiz, City Clerk

**MAP-1**



Attachment "E" (Location Map)





## City Council Staff Report

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Department: PUBLIC WORKS

January 9, 2024

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**To:** Mayor and City Council

**From:** George Avila, Public Works Director

**By:** Elva Patino, Business Manager

**Subject:** Resolution No. 2024-03 Authorizing City Manager to Execute a Master Agreement with the California Department of Transportation for State Funded Projects (GA)

### RECOMMENDATION

Council to adopt Resolution No. 2024-03 authorizing the City Manager to execute a Master Agreement with the California Department of Transportation for current and future state or federal funded projects.

### EXECUTIVE SUMMARY

The State of California Department of Transportation (Caltrans) has enacted legislation by which certain state funds are made available for use on local transportation projects. Caltrans requires all administering agencies to execute a master agreement to establish terms and conditions that would be applicable when receiving state or federal funds. Resolution No. 2024-03 will authorize the City Manager to execute the required master agreement with Caltrans.

### OUTSTANDING ISSUES

None

### DISCUSSION

The City of Dinuba periodically receives state or federal funds for transportation related projects. As a condition of these funds, the city is required to enter into a Master Agreement with the California Department of Transportation whenever federal, or state funds are to be used on local projects. In the Master Agreement, a local agency agrees to comply with all federal and state laws, regulations and policies and procedures relative to the design, right of way acquisition, environmental compliance, construction and maintenance of the completed project. A

Master Agreement is occasionally updated and re-executed to account for changes in laws and policies.

The City's last master agreement was executed in 2012. By Adopting Resolution No. 2024-03 enclosed as Attachment 'A' the City Council will authorize the City Manager to execute the latest updated Master Agreement enclosed as Attachment 'B'. Once the Master Agreement is executed and in place, each specific project funded will include a separate Program Supplement Agreement.

## **FISCAL IMPACT**

There is no fiscal impact from the requested action.

## **PUBLIC HEARING**

None.

## **ATTACHMENTS:**

Attachment 'A' - Resolution 2024-03  
Attachment 'B' - Master Agreement

**RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA,  
CALIFORNIA, APPROVING STATE DEPARTMENT OF TRANSPORTATION  
MASTER AGREEMENT, ADMINISTERING AGENCY-STATE AGREEMENT  
FOR STATE FUNDED PROJECT AGREEMENT NO. 06-5143S21  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER  
AGREEMENT AND ALL RELATED PROGRAM SUPPLEMENT  
AGREEMENTS ON BEHALF OF THE CITY**

**WHEREAS**, the City of Dinuba is eligible to receive State funding for certain transportation Projects, through the California Department of Transportation; and

**WHEREAS**, the Master Agreement and Program Supplement Agreement prepared by the California Department of Transportation need to be executed before such funds can be claimed; and

**WHEREAS**, the City of Dinuba wishes to delegate authorization to the City Manager to execute Master Agreement No. 06-5143S21; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DINUBA**

**HEREBY**, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. Master Agreement No. 06-5143S21 by and between the City of Dinuba and the State of California, Department of Transportation is approved.
3. The City Manager is authorized to execute the Master Agreement on behalf of the City of Dinuba.

**THEREFORE BE IT RESOLVED** that this resolution is adopted and approved by the City Council of the City of Dinuba on this 9<sup>th</sup> day of January 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

By: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT  
STATE-FUNDED PROJECTS

06	City of Dinuba
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District	Administering Agency

Agreement No. 06-5143S21

This AGREEMENT, is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Dinuba, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

## ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.
8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.



10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a

fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

## ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for

PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

### ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not

being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

#### ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of

indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

## ARTICLE V

### AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for AE Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

## ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

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



8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable , any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or

jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

City of Dinuba

By\_\_\_\_\_

By\_\_\_\_\_

\_\_\_\_\_  
Chief, Office of Project Management  
Oversight  
Division of Local Assistance

\_\_\_\_\_  
\_\_\_\_\_

City of Dinuba

Representative Name & Title  
(Authorized Governing Body  
Representative)

Date\_\_\_\_\_

Date\_\_\_\_\_

## EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be 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. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

### 5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement

and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.



## City Council Staff Report

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Department: CITY MANAGER'S OFFICE

January 9, 2024

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**To:** Mayor and City Council

**From:** Daniel James, Assistant City Manager

**Subject:** Resolution No. 2024-06 Approving Amercian Rescue Act Funds for the Downtown Clock Restoration Project (DJ)

### RECOMMENDATION

Council to adopt Resolution No. 2024-06 authorizing the use of up to \$12,000 of American Rescue Plan Act Funds for the maintenance and restoration of the historic Downtown clock.

### EXECUTIVE SUMMARY

The city-owned historic clock that was located on Tulare and L Street in the Downtown was relocated to the Alta Historic Society property. The clock is in need of repair and maintenance in order to restore its functionality. Staff recommends that the Council authorize the use of up to \$12,000 of American Rescue Plan Act Funds for the maintenance and restoration of the clock as part of the City's history.

### OUTSTANDING ISSUES

None.

### DISCUSSION

The Alta District Historical Society currently oversees the preservation and maintenance of a historic City-owned clock at their museum facility located at 289 S K St, in Dinuba. Alta District Historical Society (ADHS) is a non-profit organization whose mission is to encourage and promote the study of the history and culture of the surrounding areas. The historic clock is in need of repairs and maintenance, and ADHS has identified a firm to assist with the highly specialized restoration work.

Although the age of the clock is unknown, it is believed by local historians that the clock may have been built in the early 1910's. According to local sources, the clock was originally located in Fresno, as part of Nielsen's Jewelry Store. Sources differ,

but it is believed that the clock was moved to Dinuba in the late 1950's, initially to the South "L" Street location of Fast Jewelers, then to East Tulare Street in the 1960's. In 1999, the City of Dinuba purchased the clock and later relocated it to the Alta Historical Society property on South K Street. Since this time, Alta Historical Society volunteers, working closely with City staff, have maintained and regularly wound the clock.

In November of 2023, City staff was contacted by representatives from AHDS requesting financial assistance to perform much-needed maintenance and restoration of the priceless and historical asset. Staff was informed that AHDS volunteers had identified a firm that could perform the highly specialized work and received a letter from the Alta Historical Society outlining the scope and cost estimate for the needed repairs and restoration. A copy of the letter, cost estimate, and scope of work are included as 'Exhibit A' of Resolution No. 2024-06 which is attached herein as 'Attachment A.'

Following receipt of the letter, staff was informed by ADHS volunteers that the firm had visited the site and believed that the crane would likely not be necessary after all, reducing the cost by \$2,000. Members of the ADHS board also offered to contribute \$1,000 to \$1,500 in donation funds toward the project, bringing the total remaining estimated cost of the project to between \$10,000 and \$12,000. Staff has reviewed the project and believes the cost is reasonable for the type of specialized work that will need to be performed in order to preserve the clock. Due to the historic value of this priceless piece of Dinuba's history, staff recommends City Council adopt Resolution No. 2024-06 authorizing the use of up to \$12,000 of the Downtown Beautification Funds which were allocated as part of the American Rescue Plan Act Funds for such activities as this project and authorize the City Manager or designee to sign any necessary contracts or agreements associated with the project.

## **FISCAL IMPACT**

Up to \$12,000 of the Downtown Beautification Funds which were allocated as part of the American Rescue Plan Act Funds will be used to fund this project.

## **PUBLIC HEARING**

None required.

## **ATTACHMENTS:**

A. Resolution No. 2024-06, Downtown Clock Restoration

ATTACHMENT 'A'

**RESOLUTION OF THE CITY OF DINUBA CITY COUNCIL NO. 2024-0  
AUTHORIZING THE USE OF UP TO \$12,000 OF AMERICAN RESCUE PLAN ACT  
FUNDS FOR THE MAINTENANCE AND RESTORATION OF THE HISTORIC  
DOWNTOWN CLOCK.**

**WHEREAS**, the City Council of the City of Dinuba has established a goal of Downtown reinvestment and revitalization, and is committed to the ongoing support of preserving historical community resources and assets; and

**WHEREAS**, The Alta District Historical Society currently oversees the preservation and maintenance of a historic City-owned clock at their museum facility located at 289 S K St, in Dinuba; and

**WHEREAS**, the clock, which is estimated to be over 100 years old, is in need of maintenance and restoration; and

**WHEREAS**, the Alta District Historical Society and its volunteers have performed the painstaking task of identifying a firm to perform the highly specialized maintenance and restoration work; and

**WHEREAS**, the Dinuba City Council wishes to partner with the Alta District Historical Society to preserve the priceless history of the historic Downtown clock.

**NOW, THEREFORE, BE IT RESOLVED** by the Dinuba City Council, that the City Council does hereby authorize the use of up to \$12,000 of the Downtown Beautification Funds which were allocated as part of the American Rescue Plan Act Funds for such activities as this project, and authorize the City Manager or designee to sign any necessary contract s or agreements associated with the project.

**APPROVED AND PASSED** this 9<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Maribel Reynosa, Mayor

**ATTEST:**

\_\_\_\_\_  
Luis Patlan, City Manager



**STREETLIGHT RESTORATION SPECIALISTS, INC.**  
**LICENSE 811227 (exp 08/24)**  
**2828 COCHRAN STREET #360 SIMI VALLEY, CA 93065**  
**805.468.5271 Phone**

**Estimate-11252023-1BM**

November 27, 2023

Alta District Historical Society  
289 S K Street  
Dinuba, CA, 93618

Attn: Valyn Kandarian

**Project: Antique Clock Restoration**

The following estimate has been prepared and is being sent to you for the preparation, priming, and painting of the decorative steel clock located at 289 S K St, Dinuba. The following scope of work outlines what is included in our prices, and all prices include any labor, tools, equipment, and materials necessary to complete the scope of work.

**Scope of Work:** Loose and flaky paint will be removed prior to the application of any coatings along with any exposed rust, and alligatored paint. All surfaces will be prepared as needed to increase the efficacy, adhesion and aesthetics of the newly applied coatings. Surface preparation will be accomplished by any combination of methods including but not limited to, hand sanding, scraping, power tool cleaning, air knives, laser paint removal, etc. After surface preparation is complete, any surfaces such as the glass on the clock, sidewalks, stucco walls, wrought iron fencing, etc., shall be masked off and/or protected as necessary prior to applying any primer or paint coatings. After all preparatory work is completed, our crew will apply one (1) coat of 2-component epoxy primer (either PPG's Amerlock 2 or SW MacroPoxy646) to all exterior surfaces to receive coatings. After the epoxy primer, we will apply a minimum of one additional coat of Latex Block Filler (PPG's Speedhide, sprayfill or equivalent) to any areas with unsatisfactory texture/paint scaling. (\*Note: The objective is to repair areas which would be considered 'defective in appearance', not to fill in all of the surface imperfections and abnormalities which are a normal part of the casting and which occurred during manufacturing.) We will then apply one (1) coat of Exterior Grade Acrylic Paint (PPG's Speedhide) (color flat black) to any currently black portions of the clock. The freshly painted black areas will then be masked prior to applying one coat of Metallic Gold Paint. Our crew will then mask off the gold areas of the clock and apply one (1) coat of PPG's 2-component Poly-Siloxane (Green color to specified by the Historical Society) to all remaining unmasked areas of the clock. Lastly, one clear coat of PPG's 2-component PSX700 Poly-Siloxane (Amershield clear coat may be used in lieu of Poly-Siloxane) will be applied over the entire clock as an added layer of protection and to bring a consistent gloss level to the entire project. After application of each coat, the primer/paint will be given adequate time to cure properly prior to applying any more masking and/or additional coatings. All coatings shall be applied by way of HVLP spraying, however a brush and/or roller may be used on certain areas where we deem spraying to be impractical or where infeasible. No work is being completed to the inside of the clock. No structural repairs are being completed. This pricing also includes a rental boom as necessary to complete this scope of work. If a particular item is not specifically included in the scope of work above, it is excluded. If you would like something to added and/or removed from the scope of work, please contact us and we will revise and resend.

**Lump Sum Price: \$14,700.00**

**Payment Terms: Net 10**

This estimate was prepared by Noah Moran and is valid until December 31, 2023. If any clarification is needed, please contact Noah Moran at [noah@streetlightrestoration.com](mailto:noah@streetlightrestoration.com) or at (805)-368-6266.

From: Brian Moran streetlightrestoration@hotmail.com  
Subject: Re: Clock  
Date: Nov 28, 2023 at 12:24:35  
To: chris Launer cclauner@icloud.com  
Cc: noah@streetlightrestoration.com

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Hi Chris,

I just wanted to send this email to recap our conversation. Here are the salient points:

- 1) If there is a way to remove panels to where we can utilize our own bucket truck, we can lower the price by \$2000. Or the city may own, or have better pricing on rentals than we do. The city could always rent the boom lift directly and it may result in some savings.
- 2) Our process which was included in the estimate is as follows:
  - Surface preparation
  - Masking off glass and protecting the surrounding area as necessary from overspray
  - Application of 2 component epoxy primer
  - Allow dry time
  - Application of 1<sup>st</sup> sprayfill primer coat
  - Allow dry time
  - Application of 2<sup>nd</sup> sprayfill primer coat
  - Allow dry time
  - Application of black
  - Allow dry time
  - Mask Black areas
  - Application of green
  - Allow dry time
  - Mask green areas
  - Application of gold
  - Allow dry time
  - Application of high performance clear to the entire clock
  - Unmask and conduct final clean up

I hope you find this information helpful. Please let me know if you have any further questions.

Best Regards,

Brian Moran  
Streetlight Restoration Specialists, Inc.  
805.468.5271



## City Council Staff Report

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Department: CITY CLERK

January 9, 2024

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**To:** Mayor and City Council  
**From:** Maria Alaniz, City Clerk/Human Resources Director  
**By:** Lupe Montejano, Billing and Collections Supervisor  
**Subject:** Approval of City Council Meeting Minutes (MA)

### RECOMMENDATION

Council to review and approve the City Council meeting of December 12, 2023 as presented.

### EXECUTIVE SUMMARY

None.

### OUTSTANDING ISSUES

None.

### DISCUSSION

None.

### FISCAL IMPACT

None.

### PUBLIC HEARING

None required.

### ATTACHMENTS:

City Council Meeting Minutes, December 12, 2023



**December 12, 2023**  
**MINUTES**

**COUNCIL MEMBERS PRESENT:**

Nerio-Guerrero, Launer, Prado, Reynosa, Thusu

**COUNCIL MEMBERS ABSENT:**

None.

**STAFF MEMBERS PRESENT:**

Alaniz, Chastain, Hurtado, James, Iriarte, Lew, Montejano, Patino, Patlan, Solis, Watts

**1. OPENING CEREMONIES**

**1.1. Welcome and Call to Order**

Mayor Reynosa called the meeting to order at 6:30 p.m.

**1.2. Invocation**

The invocation was led by Chaplain Susee.

**1.3. Pledge of Allegiance**

The pledge of allegiance was led by Council Member Launer.

**2. AGENDA CHANGES OR DELETIONS**

*To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).*

Mayor Reynosa requested item 4.5 be pulled for further discussion.

**3. REQUEST TO ADDRESS COUNCIL**

*This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.*

None.

**4. CONSENT CALENDAR**

*Matters listed under the Consent Calendar are considered routine and will be enacted*

*by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.*

**4.1. SUBJECT**

**Resolution Numbers 2023-59 Authorization to Execute a Program Supplement - Building Dinuba's Active Transportation Future for Project ATPL-5143(038) (GA)**

**RECOMMENDATION**

Council to adopt Resolution No. 2023-59 authorizing the City Manager or his designee to sign a Program Supplement Agreement to access \$833,000 in Active Transportation Planning (ATP) grant funds for engineering design and environmental work.

**4.2. SUBJECT**

**Award Contract for Biosolids Removal to Holloway Environmental Solutions, LLC (GA)**

**RECOMMENDATION**

Council award contract to Holloway Environmental Solutions, LLC for the annual removal of Wastewater Reclamation Facility biosolids in the amount of \$70,000 and authorize the City Manager or designee to execute contract.

**4.3. SUBJECT**

**Resolution No. 2023-61 Authorizing Submittal of Alternative Vehicle Grant Application to the San Joaquin Valley Air Pollution Control District (SH)**

**RECOMMENDATION**

Council adopt Resolution No. 2023-61 authorizing staff to submit an application to the San Joaquin Valley Air Pollution Control District (SJVAPCD) for grant funds up to amount of \$100,000 to purchase new alternative fuel vehicles.

**4.4. SUBJECT**

**Resolution No. 2023-62 Adopting Amended City of Dinuba Conflict of Interest Code (MA)**

**RECOMMENDATION**

Council adopt Resolution No. 2023-62 adopting the City of Dinuba's amended Conflict of Interest Code.

**4.5. SUBJECT**

**Resolution No. 2023-55 approving a new Animal Shelter Services Agreement with the City of Visalia and budget amendment for the new contract costs (AI)**

**RECOMMENDATION**

Council adopts Resolution No. 2023-55 approving new Animal Shelter Service Agreement with the City of Visalia and approves Budget Amendment No. 22 to cover the cost of the contract.

Lieutenant Ashford presented Resolution 2023-55 which includes an updated contract with the City of Visalia for the cost of sheltering animals from the City of Dinuba. The contract cost of \$202,000 supports a maximum of 400 animals, additional animals will be processed at \$315 each. The new contract is for one year effective December 1, 2023, through December 31, 2024, and can be renewed at a one-year term for up to four additional years. The increase is due to rising shelter operating costs.

Council Member Launer asked about how many animals are currently being transported per year and asked where the license fees collected go. Chief Iriarte advised that the City transports under 400 animals per year and fees stay in Dinuba.

Administrative Service Director Solis advised that if the City had its own shelter the cost would be much more than the contract cost.

Mayor Reynosa suggested including licensing information in the monthly utility bill insert.

A motion was made by Council Member Launer, second by Vice Mayor Nerio-Guerrero, to separately adopt Resolution No. 2023-55 approving the new Animal Shelter Services Agreement with the City of Visalia and approve Budget Amendment No. 22 to cover the cost of the contract.

Ayes: Launer, Nerio-Guerrero, Prado , Reynosa, Thusu

**4.6. SUBJECT**

**Resolution No. 2023-60 Authorizing Measure R Program Supplement to Cooperative Agreement and Resolution No. 2023-64 for FY 23/24 Budget Amendment No. 2024-09 for the Kamm/Alta Roundabout Project (GA)**

**RECOMMENDATION**

Council by one motion take the following actions:

1. Adopt Resolution No. 2023-60 authorizing the City Manager or his designee to sign a Program Supplement in the amount of \$1,000,000 to fund a portion of the Alta/Kamm Roundabout construction Project with a Measure R advance; and,
2. Adopt Resolution No. 2023-64 approving Budget Amendment No. 2024-09 for FY 23/24 in the amount of \$1,000,0000 to fund the construction of the Alta/Kamm Roundabout Project.

**4.7. SUBJECT**

**Extension of Emergency "Minor's Daytime Curfew" Ordinance No. 2023-10 (AI)**

**RECOMMENDATION**

City Council extend the regulations of Emergency Ordinance No. 2023-07 in accordance with Section 2.13 of the City's Charter until a subsequent Ordinance is adopted codifying daytime curfew regulations, or until repealed by City Council.

**4.8. SUBJECT**

**Approval of City Council Meeting Minutes (MA)**

**RECOMMENDATION**

Council to review and approve the City Council meeting of November 14, 2023 as presented.

A motion was made by Council Member Thusu, second by Council Member Prado , to review and approve the Consent Calendar as presented, except for item 4.5 which was pulled for further discussion.

Ayes: Launer, Nerio-Guerrero, Prado , Reynosa, Thusu

**5. WARRANT REGISTER**

**5.1. SUBJECT**

**Warrant Register November 17 & December 1, 8, 2023 (KS)**

**RECOMMENDATION**

Council to review and approve the Warrant Register as presented.

A motion was made by Council Member Launer, second by Council Member Prado , to review and approve the Warrant Register as presented.

Ayes: Launer, Nerio-Guerrero, Prado , Reynosa, Thusu

**6. PUBLIC HEARING**

**6.1. SUBJECT**

**Application No. 2023-02 for a Tentative Subdivision Map (Los Prados) creating 99 single family residential lots (KSch)**

**RECOMMENDATION**

Council conducts a public hearing and take action on the following by one motion:

1. Adopt Resolution No. 2023-65 adopting an environmental finding for the project; and,
2. Adopt Resolution No. 2023-66 approving a General Plan amendment and Re-zone for approximately 3.5 acres from Community Commercial (C-3) to Medium Density Residential (R-6); and,
3. Introduce and conduct the first reading, waive reading in full of the Ordinance No. 2023-09 amending the City of Dinuba Zoning Map to adjust the boundary between the existing "R-1-6" zone and the "C-3" zone; and,
4. Adopt Resolution No. 2023-67 approving a Tentative Subdivision Map to create 99 single family residential lots, a 1.1-acre park and three out-lots for future commercial development.

Karl Schoettler, City Planning Consultant presented a tentative subdivision map located at the northeast corner of E. El Monte Way and Crawford that would include 99 family lots, a 1.1-acre park, and future commercial development. Schoettler shared that the location is currently vacant with some residential housing, farming, and commercial accounts.

Schoettler reported that construction would be in two phases with residential lots at 6,000 square feet and larger, meeting zoning requirements. The subdivision street pattern will include two street connections to Crawford. The neighborhood park will be located south centrally within the subdivision. Schoettler reported that Public Works staff has confirmed that utility capacity is adequate to serve the project. The applicant will pay for a sewer upgrade to expand the existing sewer lift station.

Schoettler advised that the project was previously approved by the Planning Commission at the December 5, 2023 meeting. At that meeting, a resident expressed concerns about two-story homes overlooking their home. The Planning Commission set an exception that two-story homes would not be built alongside the existing neighborhood.

Council Member Launer asked if left lanes have been considered. City Engineer Watts advised that they are considering options for safety. Launer inquired about what would be done for noise control for lots surrounding the Island Event Center. Schoettler advised that a condition can be added to require a higher wall to help reduce sound.

Council Member Thusu asked what was planned for the East area. Shoettler advised that it is designated for residential homes.

Mayor Reynosa asked what type of lots were being lost. Schoettler advised that they are commercial lots.

Council Member Prado asked what the time frame would be. Schoettler reported the time frame as middle to late 2024.



Mayor Reynosa opened the Public Hearing.

A resident approached the podium to ask about state income compliance for the new subdivision. Schoettler advised that it would be medium to upper-level income.

Mayor Reynosa closed the Public Hearing.

A motion was made by Council Member Prado , second by Council Member Launer, to adopt Resolution No. 2023-65 adopting an environmental finding for the project; adopt Resolution No. 2023-66 approving a General Plan amendment and Re-zone for approximately 3.5 acres from Community Commercial (C-3) to Medium Density Residential (R-6); to approve Ordinance No. 2023-09 amending the City of Dinuba Zoning Map to adjust the boundary between the existing "R-1-6" zone and the "C-3" zone; and Adopt Resolution No. 2023-67 approving a Tentative Subdivision Map to create 99 single family residential lots, a 1.1-acre park and three out-lots for future commercial development.

Ayes: Launer, Nerio-Guerrero, Prado , Reynosa, Thusu

## **7. DEPARTMENT REPORTS**

### **7.1. SUBJECT**

**Approve Updated Agreement with the Dinuba Chamber of Commerce (DJ)**

#### **RECOMMENDATION**

Council to approve updated agreement with the Dinuba Chamber of Commerce for services rendered to the community.

Assistant City Manager James presented a summary of the contract between the City and the Dinuba Chamber of Commerce. The agreement establishes clear financial transparency, and responsibilities, that satisfy auditing requirements.

Council Member Launer reported concerns with the last parade's route and questioned the Chamber's business hours. Launer asked how receptive the Chamber is to community concerns.

Council Member Thusu commented that the Chamber helps with events but should also support local businesses. Thusu asked when the Chamber would be independent of the city. Thusu advises that there are questions about the accountability of funds.

Vice Mayor Nerio-Gerrero shared that the community wants more events downtown.

Mayor Reynosa appreciates the Chamber's communication when issues arise but expressed concern that the Raisin Day parade route change did not include sufficient notice. Reynosa suggested that more tasks be delegated to Chamber Board Members and recommended a community meeting be held soon.

Dinuba Chamber of Commerce Board Member Trinidad Rodriguez approached the podium and reported that Board Members are looking to set a community

meeting soon and will do better with signage. Rodriguez advised that Chamber business hours will also be discussed. Rodriguez reported that most community Chamber of Commerce are funded by their city and advised that the Chamber has always presented a fair report to the city.

Launer inquired about the Chamber's business hours and reported that there are concerns regarding remote work. Launer would like to see someone in the office for accessibility to the community. Launer advised that the Chamber is meant to support all businesses regardless of whether they are Chamber Members. Launer would like to see the Chamber Board engaged and active.

Dinuba Chamber of Commerce President CEO, Heathe Jones approached the podium. Jones reported that Chamber hours will be adjusted and that they are using a doorbell ring camera when out of the office for business visits and community events. Jones reported that businesses are not required to be Chamber Members to get assistance and that all businesses are showcased.

Dinuba Chamber of Commerce Board Member Mark Isaac approached the podium and thanked the Council for their input. Isaac noted the importance of supporting each other and addressing concerns. Issac expressed his support of the Dinuba High School Career Pathways training program and believes it connects the Chamber and the School District.

Reynosa believes it is beneficial to work in collaboration with the schools but time and funds should primarily be spent on downtown businesses.

A motion was made by Council Member Thusu, second by Council Member Prado , to approve the updated agreement with the Dinuba Chamber of Commerce for services rendered to the community.

Ayes: Launer, Nerio-Guerrero, Prado , Reynosa, Thusu

## **8. MAYOR/COUNCIL REPORTS**

Council Member Thusu reported attending the National League of Cities in Atlanta and will be attending the League Leaders Summit in Carlsbad. Thusu advised that the new TCRTA Director has expressed interest in meeting with City staff. Thusu also shared he has become the new Revenue and Taxation Policy Committee Chair for the League.

Council Member Launer reported attending Senator Hurtado's Tulare office Open House, where Hurtado expressed willingness to work with the City of Dinuba. Launer shared that she attended the Christmas Parade and the Alta Historical Society Social.

Council Member Prado reported attending the Tulare County EDC meeting where grant options were discussed and revenues are ahead for the year.

Vice Mayor Nerio-Guerrero reported attending the Ribbon Cutting for Reyna's Tax Preparation, the Christmas Parade, the 4Creeks Holiday Taco luncheon, and the KC Park Nature Trail Ribbon cutting.

Mayor Reynosa advised attending the Christmas Parade and wished staff a Merry Christmas.

## **9. CITY MANAGER COMMUNICATIONS**

City Manager Patlan thanked Director Hurtado and her team for coordinating the Ribbon-cutting event at KC Park. Patlan reminded the Council of the Christmas luncheon at Ridge Creek Golf Course and the Casino Night event on Friday.

## **10. CITY STAFF COMMUNICATIONS**

Assistant City Manager James reported that new awning renovations are happening downtown at the old Don's Shoe store and the Thrift store, along with other downtown renovations. Mayor Reynosa suggested that downtown streets get pressure washed before parades and special events.

City Attorney Lew introduced himself and reported that he has been in communication with city staff.

Director Solis wished the staff and the Council a Merry Christmas.

Fiscal Analyst II Patillo shared that time for the Proteus extra help crew is ending and funding has been extended for a new crew.

City Engineer Watts reported working on the ATP Project, State funding is authorized and approved. Watts reported that he is working on project completions for the upcoming meeting.

Director Hurtado advised that staff conducted interviews for the Parks Supervisor and the Accounting Technician vacancies. Hurtado hopes to be fully staffed by January.

Chief Iriarte reported that this department will be fully staffed after recent conditional job offers. Iriarte shared that the recent curfew update is working well. Compliance is being implemented with fifteen contacts made. Iriarte advised that a meeting will be scheduled with the school administration.

Interim Fire Chief Chastain reported that Fire Inspector Lopez has resigned and that conditional offers have been made for Single Role Paramedics.

## **11. CLOSED SESSION**

### **11.1. Liability Claim (MA)**

Pursuant to GC 54956.95; Claimant(s): Fortino Reyna.  
Agency Claimed Against: City of Dinuba.

The Claim was rejected.

### **11.2. Conference with Real Property Negotiators**

Pursuant to GC 54956.8, Sale of Real Property; Property: APN(s): 017-290-015  
Agency Negotiator(s): Luis Patlan, City Manager and Daniel James, Assistant City Manager  
Under Negotiation: Letter of Intent to Purchase

Proceed with the appraisal and draft letter of interest.

## **12. ADJOURNMENT**

Mayor Reynosa adjourned the meeting at 8:10 p.m.



## City Council Staff Report

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Department: FINANCE SERVICES

January 9, 2024

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**To:** Mayor and City Council

**From:** Karina Solis, Administrative Services Director

**By:** Maria Alaniz, City Clerk/Human Resources Director

**Subject:** Warrant Register December 27, 2023 & January 5, 2024 (KS)

### **RECOMMENDATION**

Council to review and approve the Warrant Register as presented.

### **EXECUTIVE SUMMARY**

None.

### **OUTSTANDING ISSUES**

None.

### **DISCUSSION**

None.

### **FISCAL IMPACT**

None.

### **PUBLIC HEARING**

None required.

### **ATTACHMENTS:**

WR 12.27.2023

WR 01.05.2024



# Accounts Payable Invoice Report

Payment Date Range 12/16/23 - 12/27/23  
Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 72 - A-C Electric Company</b>									
FL1470- 1	electric wwtp	Paid by Check #44956		10/31/2023	12/22/2023	12/22/2023		12/22/2023	10,206.00
		Vendor 72 - A-C Electric Company Totals				Invoices	1		\$10,206.00
<b>Vendor 1143 - AAA Quality Services, Inc.</b>									
00343353	FY23/24-Parks-Portable Restroom Rental/Srvc.-Centennial Park	Paid by Check #44957		12/16/2023	12/22/2023	12/22/2023	12/18/2023	12/22/2023	196.36
00343354	FY23/24-Parks-Portable Restroom Rental/Srvc.-Nebraska Park	Paid by Check #44957		12/16/2023	12/22/2023	12/22/2023	12/18/2023	12/22/2023	280.13
		Vendor 1143 - AAA Quality Services, Inc. Totals				Invoices	2		\$476.49
<b>Vendor 1925 - Abel's Towing &amp; Detailing</b>									
05092023	Towing of Bus 10 to City Yard	Paid by Check #44958		12/14/2023	12/22/2023	12/22/2023		12/22/2023	350.00
07122023	Towing of Bus 12 to City Yard	Paid by Check #44958		12/14/2023	12/22/2023	12/22/2023		12/22/2023	350.00
		Vendor 1925 - Abel's Towing & Detailing Totals				Invoices	2		\$700.00
<b>Vendor 263 - Advantek Benefit Administrators</b>									
12/15/2023	12/15/2023 Funding Request	Paid by Check #44959		12/15/2023	12/22/2023	12/22/2023		12/22/2023	123,702.90
23-3890	Overpayment Run #23-3890	Paid by Check #44960		12/15/2023	12/22/2023	12/22/2023		12/22/2023	2.70
		Vendor 263 - Advantek Benefit Administrators Totals				Invoices	2		\$123,705.60
<b>Vendor 522 - Allstar Towing</b>									
40180	allstar towing pd-47	Paid by Check #44961		12/02/2023	12/22/2023	12/22/2023		12/22/2023	200.00
		Vendor 522 - Allstar Towing Totals				Invoices	1		\$200.00
<b>Vendor 1538 - American River Benefit Administrators</b>									
#8461 4th Q 23	#8461 4th Q 2023	Paid by Check #45022		12/13/2023	12/27/2023	12/27/2023		12/27/2023	189.00
		Vendor 1538 - American River Benefit Administrators Totals				Invoices	1		\$189.00
<b>Vendor 351 - Anthem Blue Cross</b>									
000301939469	HARMAN 532W04713 11/01/23-11/30/23	Paid by Check #44962		10/04/2023	12/22/2023	12/22/2023		12/22/2023	94.50
000305629560	HARMAN 532W04713 12/01/23-12/31/23	Paid by Check #44963		11/04/2023	12/22/2023	12/22/2023		12/22/2023	94.50
000307265986	ROBERTS 210A78781 12/01/23-02/29/24	Paid by Check #44964		11/07/2023	12/22/2023	12/22/2023		12/22/2023	865.62
000309619214	ROBERTS 102A78783 01/01/24-01/31/24	Paid by Check #44965		12/04/2023	12/22/2023	12/22/2023		12/22/2023	132.70
000309621867	HARMAN 532W04713 01/01/24 - 01/31/24	Paid by Check #45025		12/04/2023	12/27/2023	12/27/2023		12/27/2023	132.70
000309626758	MEDDERS 975A79192 01/01/24-01/31/24	Paid by Check #44966		12/04/2023	12/22/2023	12/22/2023		12/22/2023	132.70
000309642441	MAGYAR 792A24403 01/01/24-01/31/24	Paid by Check #44969		12/04/2023	12/22/2023	12/22/2023		12/22/2023	100.60
000309649864	TYLER 299A24237 01/01/24-01/31/24	Paid by Check #44967		12/04/2023	12/22/2023	12/22/2023		12/22/2023	100.60
000309654917	HARTLEY 919M97599 01/01/24-01/31/24	Paid by Check #45023		12/04/2023	12/27/2023	12/27/2023		12/27/2023	132.70
000311200701	TYLER 141A75193 01/01/24-01/31/24	Paid by Check #44968		12/07/2023	12/22/2023	12/22/2023		12/22/2023	256.76



# Accounts Payable Invoice Report

Payment Date Range 12/16/23 - 12/27/23  
Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
000311255791	HARTLEY 919M97595 01/01/24-01/31/24	Paid by Check #45024		12/07/2023	12/27/2023	12/27/2023		12/27/2023	257.10
Vendor 1995 - Aqua Pump and Motor Inc		Vendor 351 - Anthem Blue Cross Totals				Invoices		11	\$2,300.48
1543	Aqua sludge pump repair	Paid by Check #44970		12/07/2023	12/22/2023	12/22/2023		12/22/2023	2,025.41
Vendor 1995 - Aqua Pump and Motor Inc		Vendor 1995 - Aqua Pump and Motor Inc Totals				Invoices		1	\$2,025.41
Vendor 21 - Aramark Uniform Services Inc.									
5031323752	FY23/24-Parks-Uniform allowance for week of 12/13/23	Paid by Check #44971		12/13/2023	12/22/2023	12/22/2023	12/14/2023	12/22/2023	55.45
Vendor 21 - Aramark Uniform Services Inc.		Vendor 21 - Aramark Uniform Services Inc. Totals				Invoices		1	\$55.45
Vendor 17 - AT&T									
939105473811/23	Telephone 10/11/23-11/10/23	Paid by Check #45033		11/11/2023	12/27/2023	12/27/2023		12/27/2023	.01
250127196112/23	405 E El Monte Way 12/01/23-12/31/23	Paid by Check #45026		12/01/2023	12/27/2023	12/27/2023		12/27/2023	70.53
939105474312/23	Telephone 11/02/23-12/01/23	Paid by Check #45030		12/02/2023	12/27/2023	12/27/2023		12/27/2023	65.40
238451821412/23	405 E El Monte Way 12/07/23-01/06/23	Paid by Check #45027		12/07/2023	12/27/2023	12/27/2023		12/27/2023	63.82
939105447512/23	CS Telephone 11/10/23-12/09/23	Paid by Check #44972		12/10/2023	12/22/2023	12/22/2023		12/22/2023	31.02
939106901212/23	Sportsplex - Telephone 10/10/23-12/09/23	Paid by Check #44974		12/10/2023	12/22/2023	12/22/2023		12/22/2023	81.19
939105446112/23	Telephone 11/11/23-12/10/23	Paid by Check #45029		12/11/2023	12/27/2023	12/27/2023		12/27/2023	29.25
939105446712/23	Telephone 11/11/23-12/10/23	Paid by Check #45028		12/11/2023	12/27/2023	12/27/2023		12/27/2023	56.96
939105474412/23	CS & Parks 11/11/23-12/10/23	Paid by Check #44973		12/11/2023	12/22/2023	12/22/2023		12/22/2023	251.14
939105475612/23	Telephone 11/11/23-12/10/23	Paid by Check #45031		12/11/2023	12/27/2023	12/27/2023		12/27/2023	357.32
939105446612/23	Telephone 11/11/23-12/10/23	Paid by Check #45032		12/21/2023	12/27/2023	12/27/2023		12/27/2023	29.25
939105447612/23	Telephone 11/10/23-12/09/23	Paid by Check #45033		12/21/2023	12/27/2023	12/27/2023		12/27/2023	31.02
Vendor 1575 - Avison Construction, Inc.		Vendor 17 - AT&T Totals				Invoices		12	\$1,066.91
2-22496	Avison Street Reconstruction Project	Paid by Check #45034		11/16/2023	12/27/2023	12/27/2023		12/27/2023	1,469,735.12
Vendor 1575 - Avison Construction, Inc.		Vendor 1575 - Avison Construction, Inc. Totals				Invoices		1	\$1,469,735.12
Vendor 557 - Linda Barkley									
Nov-Dec 2023	Anthem Reimb 11/01/23-12/31/23	Paid by Check #44975		12/18/2023	12/22/2023	12/22/2023		12/22/2023	425.48
Vendor 557 - Linda Barkley		Vendor 557 - Linda Barkley Totals				Invoices		1	\$425.48
Vendor 1259 - BestBuy.com, LLC									
Q4 2023	2023 Cumulative Deferral	Paid by EFT #2718		10/31/2023	12/22/2023	12/22/2023		12/22/2023	750,000.00
Vendor 1259 - BestBuy.com, LLC		Vendor 1259 - BestBuy.com, LLC Totals				Invoices		1	\$750,000.00
Vendor 116 - BSK Analytical Laboratories									
AG23816	bsk water testing	Paid by Check #44976		10/16/2023	12/22/2023	12/22/2023		12/22/2023	176.00
ag24084	bsk water testing	Paid by Check #44976		10/20/2023	12/22/2023	12/22/2023		12/22/2023	132.00
ag25073	bsk water testing	Paid by Check #44976		10/24/2023	12/22/2023	12/22/2023		12/22/2023	152.00
Vendor 116 - BSK Analytical Laboratories		Vendor 116 - BSK Analytical Laboratories Totals				Invoices		3	\$460.00



# Accounts Payable Invoice Report

Payment Date Range 12/16/23 - 12/27/23  
Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 779 - California Dept. of Public Health</b>									
CLR 00323803 24	Dinuba City Lab Fees 2024	Paid by Check #45035		11/17/2023	12/27/2023	12/27/2023		12/27/2023	113.00
		Vendor 779 - California Dept. of Public Health Totals				Invoices	1		\$113.00
<b>Vendor 563 - John Carrillo</b>									
December 2023	Anthem Reimb 12/01/2023-12/31/2023	Paid by Check #44977		12/13/2023	12/22/2023	12/22/2023		12/22/2023	239.74
		Vendor 563 - John Carrillo Totals				Invoices	1		\$239.74
<b>Vendor 305 - Cartozian Air Conditioning and Heating Inc.</b>									
B/P 120923	PD - Chief's Office - A/C Unit	Paid by Check #44978		12/09/2023	12/22/2023	12/22/2023		12/22/2023	10,975.00
		Vendor 305 - Cartozian Air Conditioning and Heating Inc. Totals				Invoices	1		\$10,975.00
<b>Vendor 246 - Central San Joaquin Valley Risk Management Auth.</b>									
RMA 2024-0154	2023/2024 3rd QUARTER DEPOSITS	Paid by Check #44979		12/15/2023	12/22/2023	12/22/2023		12/22/2023	404,595.00
		Vendor 246 - Central San Joaquin Valley Risk Management Auth. Totals				Invoices	1		\$404,595.00
<b>Vendor 170 - Comcast</b>									
0160181 12/07/23	1088 E KAMM AVE 12/11/23-01/10/24	Paid by Check #44982		12/07/2023	12/22/2023	12/22/2023		12/22/2023	32.20
0148160 12/11/23	1390 E ELIZABETH WAY OFC 1216/23-01/15/24	Paid by Check #44981		12/11/2023	12/22/2023	12/22/2023		12/22/2023	273.45
0148178 12/12/23	680 S ALTA AVE OFC 12/17/23-01/16/24	Paid by Check #44980		12/12/2023	12/22/2023	12/22/2023		12/22/2023	584.59
		Vendor 170 - Comcast Totals				Invoices	3		\$890.24
<b>Vendor 1576 - Creative Asphalt, Inc.</b>									
7969	creative asphalt alley patching	Paid by Check #44983		08/15/2022	12/22/2023	12/22/2023		12/22/2023	2,256.00
		Vendor 1576 - Creative Asphalt, Inc. Totals				Invoices	1		\$2,256.00
<b>Vendor 3 - Culligan Water</b>									
198982	culligan pe service	Paid by Check #44984		11/30/2023	12/22/2023	12/22/2023		12/22/2023	81.00
199218	culligan pe service	Paid by Check #44984		11/30/2023	12/22/2023	12/22/2023		12/22/2023	78.00
		Vendor 3 - Culligan Water Totals				Invoices	2		\$159.00
<b>Vendor 1667 - Daily Dispatch</b>									
004239	FF/EMT Recruitment 12/2023	Paid by Check #45036		11/14/2023	12/27/2023	12/27/2023		12/27/2023	405.00
		Vendor 1667 - Daily Dispatch Totals				Invoices	1		\$405.00
<b>Vendor 77 - Department of Justice</b>									
700355	PD - Fingerprints Service / November 2023	Paid by Check #44985		12/05/2023	12/22/2023	12/22/2023		12/22/2023	619.00
		Vendor 77 - Department of Justice Totals				Invoices	1		\$619.00
<b>Vendor 552 - Dragnet Pest Control</b>									
1283-07-12/23	FY23/24-DSC- Pest control services - Dec. 2023	Paid by Check #44986		12/08/2023	12/22/2023	12/22/2023	12/08/2023	12/22/2023	68.00
		Vendor 552 - Dragnet Pest Control Totals				Invoices	1		\$68.00
<b>Vendor 1954 - Fahrney Buick GMC</b>									
42296	Bus #3	Paid by Check #44987		11/30/2023	12/22/2023	12/22/2023		12/22/2023	82.77
42391	Fahrney Ford m-733	Paid by Check #44987		12/13/2023	12/22/2023	12/22/2023		12/22/2023	96.80





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Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor <b>1954 - Fahrney Buick GMC</b> Totals									
						Invoices	2		\$179.57
Vendor <b>1793 - FailSafe Testing LLC</b>									
13231	Ground Ladders Annual	Paid by Check #45037		12/11/2023	12/27/2023	12/27/2023		12/27/2023	1,783.62
13238	Apparatus Annual Inspection	Paid by Check #45037		12/11/2023	12/22/2023	12/22/2023		12/27/2023	2,200.00
Vendor <b>1793 - FailSafe Testing LLC</b> Totals									
						Invoices	2		\$3,983.62
Vendor <b>1801 - Garda CL West, INC</b>									
20587467	SERVICE MONTH NOVEMBER 2023	Paid by Check #44988		11/30/2023	12/22/2023	12/22/2023		12/22/2023	6.86
Vendor <b>1801 - Garda CL West, INC</b> Totals									
						Invoices	1		\$6.86
Vendor <b>18 - The Gas Company</b>									
0990155800812/23	405 E El Monte Way 11/01/23-12/04/23	Paid by Check #44990		12/06/2023	12/22/2023	12/22/2023		12/22/2023	394.20
1263155600312/23	DSC 437 N Eaton Senior Citizen 11/01/23-12/04/23	Paid by Check #44989		12/06/2023	12/22/2023	12/22/2023		12/22/2023	463.83
Vendor <b>18 - The Gas Company</b> Totals									
						Invoices	2		\$858.03
Vendor <b>496 - The Hanover Insurance Company</b>									
12/07/23	RHF A044134 07/01/2023-07/01/2024	Paid by Check #44991		12/07/2023	12/22/2023	12/22/2023		12/22/2023	13,556.90
Vendor <b>496 - The Hanover Insurance Company</b> Totals									
						Invoices	1		\$13,556.90
Vendor <b>1718 - JCL Company, LLC</b>									
12122310408	JCL shop tool	Paid by Check #44992		12/12/2023	12/22/2023	12/22/2023		12/22/2023	49.64
Vendor <b>1718 - JCL Company, LLC</b> Totals									
						Invoices	1		\$49.64
Vendor <b>6 - Jim Manning Dodge Inc.</b>									
10182023	3-4 Yard Dump Truck Stock #2192101	Paid by Check #45038		10/18/2023	12/27/2023	12/27/2023		12/27/2023	90,183.55
161186DOR	jim manning bc-32	Paid by Check #44993		12/13/2023	12/22/2023	12/22/2023		12/22/2023	139.25
Vendor <b>6 - Jim Manning Dodge Inc.</b> Totals									
						Invoices	2		\$90,322.80
Vendor <b>5 - Jorgensen &amp; Co.</b>									
6103091	PD - Annual Fire Extinguishers Service	Paid by Check #44994		12/06/2023	12/22/2023	12/22/2023		12/22/2023	1,232.72
6103598	FY23/24-DSC-Fire Extinguisher-semi annual service	Paid by Check #44994		12/11/2023	12/22/2023	12/22/2023	12/14/2023	12/22/2023	235.55
Vendor <b>5 - Jorgensen &amp; Co.</b> Totals									
						Invoices	2		\$1,468.27
Vendor <b>1403 - Kings Industrial Occupational Medical Center, Inc.</b>									
214514	SERVICE MONTH NOVEMBER 2023	Paid by Check #44995		12/05/2023	12/22/2023	12/22/2023		12/22/2023	1,145.52
Vendor <b>1403 - Kings Industrial Occupational Medical Center, Inc.</b> Totals									
						Invoices	1		\$1,145.52
Vendor <b>449 - Les Schwab Tire Centers of Central California</b>									
55100327593	les schwab maintenance	Paid by Check #44996		12/08/2023	12/22/2023	12/22/2023		12/22/2023	1,462.96
55100327905	les schwab pd-47	Paid by Check #44996		12/12/2023	12/22/2023	12/22/2023		12/22/2023	116.99
Vendor <b>449 - Les Schwab Tire Centers of Central California</b> Totals									
						Invoices	2		\$1,579.95
Vendor <b>89 - Liebert Cassidy Whitmore</b>									
254043	DI030-00023 Client Matters October 2023	Paid by Check #44997		10/31/2023	12/22/2023	12/22/2023		12/22/2023	2,163.50



# Accounts Payable Invoice Report

Payment Date Range 12/16/23 - 12/27/23  
Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
254076	DI030-00024 Client Matters October 2023	Paid by Check #44997		10/31/2023	12/22/2023	12/22/2023		12/22/2023	2,950.00
Vendor <b>89 - Liebert Cassidy Whitmore</b> Totals								Invoices 2	\$5,113.50
Vendor <b>1943 - Mineral King Publishing, Inc</b>									
712536	mineral king urgency ordinance	Paid by Check #44998		11/30/2023	12/22/2023	12/22/2023		12/22/2023	432.00
712537	mineral king application	Paid by Check #44998		11/30/2023	12/22/2023	12/22/2023		12/22/2023	304.00
712538	mineral king application	Paid by Check #44998		11/30/2023	12/22/2023	12/22/2023		12/22/2023	368.00
712539	mineral king application	Paid by Check #44998		11/30/2023	12/22/2023	12/22/2023		12/22/2023	488.00
712540	mineral king application	Paid by Check #44998		11/30/2023	12/22/2023	12/22/2023		12/22/2023	368.00
Vendor <b>1943 - Mineral King Publishing, Inc</b> Totals								Invoices 5	\$1,960.00
Vendor <b>1931 - MissionSquare Plan Services</b>									
2024-00000246	30 - 457 - Employee MissionSquare \$*	Paid by EFT #2724		12/20/2023	12/21/2023	12/21/2023		12/21/2023	2,472.69
Vendor <b>1931 - MissionSquare Plan Services</b> Totals								Invoices 1	\$2,472.69
Vendor <b>22 - Moore Twining Associates Inc.</b>									
3378678	moore industrial	Paid by Check #44999		11/17/2023	12/22/2023	12/22/2023		12/22/2023	88.00
3379498	moore industrial	Paid by Check #44999		12/08/2023	12/22/2023	12/22/2023		12/22/2023	88.00
3379603	moore in-house	Paid by Check #44999		12/12/2023	12/22/2023	12/22/2023		12/22/2023	94.00
3379604	moore industrial	Paid by Check #44999		12/12/2023	12/22/2023	12/22/2023		12/22/2023	88.00
3379644	moore industrial	Paid by Check #44999		12/13/2023	12/22/2023	12/22/2023		12/22/2023	88.00
Vendor <b>22 - Moore Twining Associates Inc.</b> Totals								Invoices 5	\$446.00
Vendor <b>59 - Motorola Credit Corporation</b>									
8281782374	PD - (2) APX 8000 All Band Portable Radios	Paid by Check #45039		12/15/2023	12/27/2023	12/27/2023		12/27/2023	14,138.59
Vendor <b>59 - Motorola Credit Corporation</b> Totals								Invoices 1	\$14,138.59
Vendor <b>142 - Office Depot BSD</b>									
343643508001	Office Supplies - Breakroom supplies	Paid by Check #45000		12/07/2023	12/22/2023	12/22/2023		12/22/2023	105.00
344833741001	Admin office supplies	Paid by Check #45040		12/12/2023	12/27/2023	12/27/2023		12/27/2023	141.34
346224681001	Admin office supplies	Paid by Check #45040		12/13/2023	12/27/2023	12/27/2023		12/27/2023	37.96
346224752001	Admin office supplies	Paid by Check #45040		12/14/2023	12/27/2023	12/27/2023		12/27/2023	34.54
Vendor <b>142 - Office Depot BSD</b> Totals								Invoices 4	\$318.84
Vendor <b>1708 - James Olvera</b>									
JANUARY 2023	Anthem Reimb 01/01/23- 01/31/2023	Paid by Check #45001		12/20/2023	12/22/2023	12/22/2023		12/22/2023	289.95
Vendor <b>1708 - James Olvera</b> Totals								Invoices 1	\$289.95
Vendor <b>76 - Pacific Gas &amp; Electric</b>									
2509717364212/23	L & M ALLEY @ FRESNO ST 11/07/23-12/07/23	Paid by Check #45004		12/08/2023	12/22/2023	12/22/2023		12/22/2023	75.21
9624769219512/23	225 S L ST 11/07/23-12/07/23	Paid by Check #45005		12/08/2023	12/22/2023	12/22/2023		12/22/2023	203.24
5683054506 12/23	PD - 11/07/2023 - 12/07/2023 Billing Charges	Paid by Check #45002		12/11/2023	12/22/2023	12/22/2023		12/22/2023	5,014.01
7314274871112/23	CS & Parks 11/01/23-12/03/23	Paid by Check #45003		12/11/2023	12/22/2023	12/22/2023		12/22/2023	3,176.59



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Payment Date Range 12/16/23 - 12/27/23  
Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor <b>1707 - RRM Design Group</b>		Vendor <b>76 - Pacific Gas &amp; Electric</b> Totals		Invoices		4		\$8,469.05	
2415-01-0823A	Dinuba Focused General Plan Update Leap: Task 01, 05, &09	Paid by Check #45006		09/11/2023	12/22/2023	12/22/2023		12/22/2023	57.70
2415-01-0823B	Dinuba Focused General Plan Update SB2:Task 4, 6, 7, 8, 10, & P1	Paid by Check #45006		09/11/2023	12/22/2023	12/22/2023		12/22/2023	10,123.50
2415-01-0923B	Dinuba Focused General Plan Update SB2: Task P.01	Paid by Check #45006		10/30/2023	12/22/2023	12/22/2023		12/22/2023	977.50
Vendor <b>1691 - Silver &amp; Wright LLP</b>		Vendor <b>1707 - RRM Design Group</b> Totals		Invoices		3		\$11,158.70	
32204	740 Harvard - Services for November 2023	Paid by Check #45041		12/01/2023	12/27/2023	12/27/2023		12/27/2023	56.00
Vendor <b>121 - State of California</b>		Vendor <b>1691 - Silver &amp; Wright LLP</b> Totals		Invoices		1		\$56.00	
2401E54407	1976 California Safe Drinking Water Bond	Paid by Check #45007		12/01/2023	12/22/2023	12/22/2023		12/22/2023	53,384.92
Vendor <b>189 - Terminix International</b>		Vendor <b>121 - State of California</b> Totals		Invoices		1		\$53,384.92	
440818157	FY23/24-Comm. Svcs.-Pest control service-Rec-Nov. 2023	Paid by Check #45008		11/10/2023	12/22/2023	12/22/2023	12/11/2023	12/22/2023	85.00
Vendor <b>846 - Thomson Reuters - West</b>		Vendor <b>189 - Terminix International</b> Totals		Invoices		1		\$85.00	
849466052	PD - CA Penal Code 2024 Volume 1 & 2	Paid by Check #45009		12/13/2023	12/22/2023	12/22/2023		12/22/2023	373.24
Vendor <b>561 - America Trevino</b>		Vendor <b>846 - Thomson Reuters - West</b> Totals		Invoices		1		\$373.24	
December 2023	Anthem Reimb 12/01/2023-12/31/2023	Paid by Check #45010		12/13/2023	12/22/2023	12/22/2023		12/22/2023	237.74
Vendor <b>1352 - Trizetto Provider Solutions, LLC</b>		Vendor <b>561 - America Trevino</b> Totals		Invoices		1		\$237.74	
3025122300	SERVICE MONTH DECEMBER 2023	Paid by Check #45011		12/01/2023	12/22/2023	12/22/2023		12/22/2023	216.89
Vendor <b>49 - Tulare County</b>		Vendor <b>1352 - Trizetto Provider Solutions, LLC</b> Totals		Invoices		1		\$216.89	
247840006M	Membership Dues for the 23/24 OWP- Second half	Paid by Check #45012		09/13/2023	12/22/2023	12/22/2023		12/22/2023	5,270.56
2024	Ambulance License	Paid by Check #45042		10/19/2023	12/22/2023	12/22/2023		12/27/2023	229.00
IN0212153	FY23/24-DSC-Food handling permit	Paid by Check #45013		12/05/2023	12/22/2023	12/22/2023	12/12/2023	12/22/2023	328.00
20256	PD - Perpetual Plaque - Ugly Sweater Contest/Christmas 2023	Paid by Check #45014		12/14/2023	12/22/2023	12/22/2023		12/22/2023	130.20
20257	FY23/24-DSC-Kiln donation plaques for DSC/Dall Family	Paid by Check #45014		12/14/2023	12/22/2023	12/22/2023	12/14/2023	12/22/2023	65.64



# Accounts Payable Invoice Report

Payment Date Range 12/16/23 - 12/27/23  
Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
19-1892	Overpayment Run #19-1892	Paid by Check #45015		12/15/2023	12/22/2023	12/22/2023		12/22/2023	121.71
Vendor 49 - Tulare County Totals						Invoices	6		\$6,145.11
Vendor 273 - US Bank									
8693601312347	FY23/24-Parks-CNG Fuel-Trucks P05 & P06-Nov. 2023	Paid by Check #45016		11/24/2023	12/22/2023	12/22/2023	12/11/2023	12/22/2023	57.39
Vendor 273 - US Bank Totals						Invoices	1		\$57.39
Vendor 1702 - US Bank Corporate Payment System									
0714 12/11/2023	Greg	Paid by EFT #2719		12/11/2023	12/22/2023	12/22/2023		12/22/2023	466.38
3437 12/11/2023	FD	Paid by EFT #2720		12/11/2023	12/22/2023	12/22/2023		12/22/2023	88.00
4210 12/11/2023	Michelle	Paid by EFT #2723		12/11/2023	12/22/2023	12/22/2023		12/22/2023	822.09
5855 12/11/2023	Dustin	Paid by EFT #2722		12/11/2023	12/22/2023	12/22/2023		12/22/2023	.99
6510 12/11/2023	Joanne	Paid by EFT #2721		12/11/2023	12/22/2023	12/22/2023		12/22/2023	305.51
Vendor 1702 - US Bank Corporate Payment System Totals						Invoices	5		\$1,682.97
Vendor 258 - Valley Power Systems, Inc.									
F 55853	valley wwrp pump	Paid by Check #45017		12/04/2023	12/22/2023	12/22/2023		12/22/2023	140.24
Vendor 258 - Valley Power Systems, Inc. Totals						Invoices	1		\$140.24
Vendor 354 - Verizon Wireless									
9951368732	PD - 11/11/2023 - 12/10/2023 Billing Charges	Paid by Check #45018		12/10/2023	12/22/2023	12/22/2023		12/22/2023	2,010.26
Vendor 354 - Verizon Wireless Totals						Invoices	1		\$2,010.26
Vendor 14 - W & E Electric									
2310096	Golf Course Street Lights	Paid by Check #45019		10/26/2023	12/22/2023	12/22/2023		12/22/2023	300.00
Vendor 14 - W & E Electric Totals						Invoices	1		\$300.00
Vendor 1313 - Yepez Plumbing									
08888	Yepez park entertainment theater	Paid by Check #45020		12/11/2023	12/22/2023	12/22/2023		12/22/2023	370.00
Vendor 1313 - Yepez Plumbing Totals						Invoices	1		\$370.00
Vendor Susan Tyler									
23-3340	Overpayment Run #23-3340	Paid by Check #45021		12/13/2023	12/22/2023	12/22/2023		12/22/2023	140.76
Vendor Susan Tyler Totals						Invoices	1		\$140.76
Grand Totals						Invoices	118		\$3,004,584.92



# Accounts Payable Invoice Report

Payment Date Range 12/28/23 - 01/05/24  
Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 263 - Advantek Benefit Administrators</b>									
12/22/2023	12/22/2023 Funding Request	Paid by Check #45043		12/22/2023	01/05/2024	01/05/2024		01/05/2024	575,551.47
12/29/2023	12/29/23 Funding Request	Paid by Check #45043		12/29/2023	01/05/2024	01/05/2024		01/05/2024	18,184.90
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	2	\$593,736.37
<b>Vendor 351 - Anthem Blue Cross</b>									
000000009459665	BILLING 01/01/24 TO 02/01/24	Paid by Check #45044		12/12/2023	01/05/2024	01/05/2024		01/05/2024	632.50
22-4378	Overpayment Run #22-4378	Paid by Check #45045		01/02/2024	01/05/2024	01/05/2024		01/05/2024	262.00
23-2359	Overpayment Run #23-2359	Paid by Check #45046		01/02/2024	01/05/2024	01/05/2024		01/05/2024	1,065.12
Vendor 351 - Anthem Blue Cross Totals							Invoices	3	\$1,959.62
<b>Vendor 21 - Aramark Uniform Services Inc.</b>									
5031327818	FY23/24-Parks-Uniform allowance - Parks staff- Week of 12/20/23	Paid by Check #45047		12/20/2023	01/05/2024	01/05/2024	12/20/2023	01/05/2024	87.85
5031331935	FY23/24-Parks-Uniform allowance - Parks staff-Week of 12/27/23	Paid by Check #45047		12/27/2023	01/05/2024	01/05/2024	12/28/2023	01/05/2024	59.67
Vendor 21 - Aramark Uniform Services Inc. Totals							Invoices	2	\$147.52
<b>Vendor 17 - AT&amp;T</b>									
939103727712/23	PW - Telephone 11/10/23- 12/09/23	Paid by Check #45048		12/10/2023	01/05/2024	01/05/2024		01/05/2024	34.22
939105447212/23	PW - Telephone 11/10/23- 12/09/23	Paid by Check #45049		12/10/2023	01/05/2024	01/05/2024		01/05/2024	60.50
939105447412/23	PW - Telephone 11/10/23- 12/09/23	Paid by Check #45050		12/10/2023	01/05/2024	01/05/2024		01/05/2024	60.58
939105447712/23	PW - Telephone 11/10/23- 12/09/23	Paid by Check #45051		12/10/2023	01/05/2024	01/05/2024		01/05/2024	31.02
939105447812/23	PW - Telephone 11/10/23- 12/09/23	Paid by Check #45052		12/10/2023	01/05/2024	01/05/2024		01/05/2024	31.02
939105446212/23	SC Telephone 11/11/23-12/10/23	Paid by Check #45054		12/11/2023	01/05/2024	01/05/2024		01/05/2024	92.77
9391054470 12/23	12/10/2023	Paid by Check #45055		12/11/2023	01/05/2024	01/05/2024		01/05/2024	29.25
9391054471 12/23	12/10/2023	Paid by Check #45057		12/11/2023	01/05/2024	01/05/2024		01/05/2024	29.25
9391054479 12/23	12/10/2023	Paid by Check #45058		12/11/2023	01/05/2024	01/05/2024		01/05/2024	29.25
939105474112/23	PW - Telephone 11/11/23- 12/10/23	Paid by Check #45053		12/11/2023	01/05/2024	01/05/2024		01/05/2024	304.77
9391054742 12/23	12/10/2023	Paid by Check #45056		12/11/2023	01/05/2024	01/05/2024		01/05/2024	121.43
Vendor 17 - AT&T Totals							Invoices	11	\$824.06
<b>Vendor 1513 - Barnes Welding</b>									
0091633305	barnes supplies	Paid by Check #45059		10/31/2023	01/05/2024	01/05/2024		01/05/2024	27.16
0091639918	barnes supplies	Paid by Check #45059		12/31/2023	01/05/2024	01/05/2024		01/05/2024	27.16
Vendor 1513 - Barnes Welding Totals							Invoices	2	\$54.32
<b>Vendor 822 - Boundtree Medical LLC</b>									
85183153	Supplies	Paid by Check #45060		12/12/2023	01/05/2024	01/05/2024		01/05/2024	2,264.39
85194159	Supplies	Paid by Check #45060		12/21/2023	01/05/2024	01/05/2024		01/05/2024	673.52
Vendor 822 - Boundtree Medical LLC Totals							Invoices	2	\$2,937.91
<b>Vendor 116 - BSK Analytical Laboratories</b>									



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Payment Date Range 12/28/23 - 01/05/24  
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Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
AG29333	BSK coliform presence/absence	Paid by Check #45061		12/18/2023	01/05/2024	01/05/2024		01/05/2024	132.00
ag29492	BSK coliform presence/absence	Paid by Check #45061		12/20/2023	01/05/2024	01/05/2024		01/05/2024	176.00
		Vendor	116 - BSK Analytical Laboratories Totals			Invoices	2		\$308.00
Vendor 94 - California Public Employees Retirement									
12/3-12/16/23	12/03/2023-12/16/2023	Paid by EFT #2729		12/26/2023	12/28/2023	12/28/2023		12/28/2023	92,786.46
12/6/23 adj	Ambriz adj	Paid by EFT #2728		12/26/2023	12/28/2023	12/28/2023		12/28/2023	(245.54)
2024-00000256	31 - 457 - Employee CalPERS \$*	Paid by EFT #2727		12/26/2023	12/28/2023	12/28/2023		12/28/2023	8,644.48
		Vendor	94 - California Public Employees Retirement Totals			Invoices	3		\$101,185.40
Vendor 903 - Central Valley Fire Prevention Officers Assoc.									
2024	Bear	Paid by Check #45062		01/02/2024	01/05/2024	01/05/2024		01/05/2024	30.00
		Vendor	903 - Central Valley Fire Prevention Officers Assoc. Totals			Invoices	1		\$30.00
Vendor 170 - Comcast									
0191269 12/22/23	201 N URUAPAN WAY 01/27/24-02/26/24	Paid by Check #45064		12/22/2023	01/05/2024	01/05/2024		01/05/2024	359.22
0002177 12/27/23	1390 E ELIZABETH WAY 01/01/24-01/31/24	Paid by Check #45063		12/27/2023	01/05/2024	01/05/2024		01/05/2024	95.72
		Vendor	170 - Comcast Totals			Invoices	2		\$454.94
Vendor 1576 - Creative Asphalt, Inc.									
8467	creative asphalt 488 West Wayside Dr	Paid by Check #45065		12/15/2023	01/05/2024	01/05/2024		01/05/2024	2,450.00
8468	creative asphalt 1478 South College	Paid by Check #45065		12/15/2023	01/05/2024	01/05/2024		01/05/2024	1,730.00
8469	creative asphalt 1620 Palmer Ave	Paid by Check #45065		12/15/2023	01/05/2024	01/05/2024		01/05/2024	2,830.00
		Vendor	1576 - Creative Asphalt, Inc. Totals			Invoices	3		\$7,010.00
Vendor 1035 - De Lage Landen Public Finance									
81628251	Dec/Jan 2024	Paid by EFT #2725		12/23/2023	01/05/2024	01/05/2024		01/05/2024	389.92
		Vendor	1035 - De Lage Landen Public Finance Totals			Invoices	1		\$389.92
Vendor 30 - Dinuba Chamber of Commerce									
10/1/23-12/31/23	DINUBA MAIN STREET FUND 10/01/23-12/31/23	Paid by Check #45066		01/01/2024	01/05/2024	01/05/2024		01/05/2024	940.94
		Vendor	30 - Dinuba Chamber of Commerce Totals			Invoices	1		\$940.94
Vendor 309 - Elbert Distributing									
23081560	elbert distributing inventory	Paid by Check #45067		12/14/2023	01/05/2024	01/05/2024		01/05/2024	182.21
		Vendor	309 - Elbert Distributing Totals			Invoices	1		\$182.21
Vendor 1516 - ERIKS North America, Inc.									
fr052281	eriks wwrf	Paid by Check #45068		12/14/2023	01/05/2024	01/05/2024		01/05/2024	965.61
		Vendor	1516 - ERIKS North America, Inc. Totals			Invoices	1		\$965.61
Vendor 1954 - Fahrney Buick GMC									
42134	Fahrney ford m-736	Paid by Check #45069		11/09/2023	01/05/2024	01/05/2024		01/05/2024	1,088.01
		Vendor	1954 - Fahrney Buick GMC Totals			Invoices	1		\$1,088.01
Vendor 2031 - FCON3 Inc									
1008	fcon3 installation	Paid by Check #45070		11/20/2023	01/05/2024	01/05/2024		01/05/2024	2,875.00
		Vendor	2031 - FCON3 Inc Totals			Invoices	1		\$2,875.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 391 - Fresno Pipe &amp; Supply, Inc.</b>									
323075	Fresno pipe repair kit	Paid by Check #45071		12/18/2023	01/05/2024	01/05/2024		01/05/2024	855.07
		Vendor 391 - Fresno Pipe & Supply, Inc. Totals				Invoices	1		\$855.07
<b>Vendor 1801 - Garda CL West, INC</b>									
10766536	SERVICE MONTH JANUARY 2024	Paid by Check #45072		01/01/2024	01/05/2024	01/05/2024		01/05/2024	1,359.84
		Vendor 1801 - Garda CL West, INC Totals				Invoices	1		\$1,359.84
<b>Vendor 18 - The Gas Company</b>									
1620156700112/23	1390 E ELIZABETH WAY 11/01/23-12/04/23	Paid by Check #45077		12/06/2023	01/05/2024	01/05/2024		01/05/2024	507.85
1620158000412/23	November 2023	Paid by Check #45078		12/06/2023	01/05/2024	01/05/2024		01/05/2024	124.38
1641156700712/23	110 S COLLEGE AVE 11/01/23-12/04/23	Paid by Check #45076		12/06/2023	01/05/2024	01/05/2024		01/05/2024	57.44
1683513818712/23	180 W Merced St Unit A 11/01-12/04/23	Paid by Check #45073		12/06/2023	01/05/2024	01/05/2024		01/05/2024	90.45
0865742471212/23	NATURAL GAS VEHICLE FUEL 11/01/23-12/01/23	Paid by Check #45074		12/07/2023	01/05/2024	01/05/2024		01/05/2024	13.00
1285520359712/23	1088 E KAMM AVE 11/03/23-12/05/23	Paid by Check #45075		12/07/2023	01/05/2024	01/05/2024		01/05/2024	286.54
		Vendor 18 - The Gas Company Totals				Invoices	6		\$1,079.66
<b>Vendor 252 - Geil Enterprises, Inc.</b>									
440807	geil water tower	Paid by Check #45079		01/01/2024	01/05/2024	01/05/2024		01/05/2024	222.00
440808	geil fire alarm monitoring CNG	Paid by Check #45079		01/01/2024	01/05/2024	01/05/2024		01/05/2024	309.00
441302	ALARM MONITORING	Paid by Check #45079		01/01/2024	01/05/2024	01/05/2024		01/05/2024	507.00
		Vendor 252 - Geil Enterprises, Inc. Totals				Invoices	3		\$1,038.00
<b>Vendor 712 - GLS US</b>									
5190460	gls supplies	Paid by Check #45080		12/17/2023	01/05/2024	01/05/2024		01/05/2024	7.04
		Vendor 712 - GLS US Totals				Invoices	1		\$7.04
<b>Vendor 68 - Grainger Inc.</b>									
9634536487	Grainger safety can	Paid by Check #45081		03/09/2023	01/05/2024	01/05/2024		01/05/2024	212.90
9864768776	Grainger sodium hid bulb	Paid by Check #45081		10/09/2023	01/05/2024	01/05/2024		01/05/2024	356.77
		Vendor 68 - Grainger Inc. Totals				Invoices	2		\$569.67
<b>Vendor 1431 - Patricia Hartman</b>									
JANUARY 2024	Anthem Reimb 01/01/2024-01/31/2024	Paid by Check #45082		12/27/2023	01/05/2024	01/05/2024		01/05/2024	132.70
		Vendor 1431 - Patricia Hartman Totals				Invoices	1		\$132.70
<b>Vendor 139 - Henry Schein Inc.</b>									
64956359	Supplies	Paid by Check #45083		12/11/2023	01/05/2024	01/05/2024		01/05/2024	1,741.49
65281207	Supplies	Paid by Check #45083		12/13/2023	01/05/2024	01/05/2024		01/05/2024	317.36
66619361	Supplies	Paid by Check #45083		12/21/2023	01/05/2024	01/05/2024		01/05/2024	1,697.08
		Vendor 139 - Henry Schein Inc. Totals				Invoices	3		\$3,755.93
<b>Vendor 1150 - Hoffman Security</b>									
652144	FY23/24-DSC-Security Lease Alarm Svcs.- 1/1/24-1/31/24	Paid by Check #45084		12/20/2023	01/05/2024	01/05/2024	12/20/2023	01/05/2024	111.00





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Vendor <b>1150 - Hoffman Security</b> Totals						Invoices	1		\$111.00
Vendor <b>1721 - Image 2000</b>									
648636 1	corrected payment amount	Paid by Check #45085		11/27/2023	01/05/2024	01/05/2024		01/05/2024	7.07
Vendor <b>1721 - Image 2000</b> Totals						Invoices	1		\$7.07
Vendor <b>1289 - Instrument Technology Corporation</b>									
22387	ITC supplies	Paid by Check #45086		08/29/2023	01/05/2024	01/05/2024		01/05/2024	1,678.84
22446	ITC drain train and spyders	Paid by Check #45086		09/13/2023	01/05/2024	01/05/2024		01/05/2024	1,047.01
Vendor <b>1289 - Instrument Technology Corporation</b> Totals						Invoices	2		\$2,725.85
Vendor <b>133 - J &amp; D Lighting &amp; Alarm</b>									
159530	FY23/24-Parks-Monitoring Srvc.- 1/1-3/31-KC Vista Park	Paid by Check #45087		12/15/2023	01/05/2024	01/05/2024	12/20/2023	01/05/2024	104.85
Vendor <b>133 - J &amp; D Lighting &amp; Alarm</b> Totals						Invoices	1		\$104.85
Vendor <b>253 - Jam Services Inc.</b>									
174006	jam supplies	Paid by Check #45088		11/14/2023	01/05/2024	01/05/2024		01/05/2024	954.80
175071	jam services	Paid by Check #45088		12/19/2023	01/05/2024	01/05/2024		01/05/2024	1,790.25
Vendor <b>253 - Jam Services Inc.</b> Totals						Invoices	2		\$2,745.05
Vendor <b>213 - Javelina Trading Company</b>									
2312001	javelina street and traffic	Paid by Check #45089		12/01/2023	01/05/2024	01/05/2024		01/05/2024	2,498.17
Vendor <b>213 - Javelina Trading Company</b> Totals						Invoices	1		\$2,498.17
Vendor <b>6 - Jim Manning Dodge Inc.</b>									
161248 DOR	jim manning wwrp-20	Paid by Check #45090		12/19/2023	01/05/2024	01/05/2024		01/05/2024	181.41
Vendor <b>6 - Jim Manning Dodge Inc.</b> Totals						Invoices	1		\$181.41
Vendor <b>2032 - Keep It Pumping, Inc</b>									
1395	keep it pumping, Sludge pumps Installation	Paid by Check #45091		12/27/2023	01/05/2024	01/05/2024		01/05/2024	1,120.00
Vendor <b>2032 - Keep It Pumping, Inc</b> Totals						Invoices	1		\$1,120.00
Vendor <b>449 - Les Schwab Tire Centers of Central California</b>									
55100328023	les schwab m-733	Paid by Check #45092		12/14/2023	01/05/2024	01/05/2024		01/05/2024	116.99
Vendor <b>449 - Les Schwab Tire Centers of Central California</b> Totals						Invoices	1		\$116.99
Vendor <b>332 - Lexipol, LLC</b>									
INVLEX1231341	2/24-1/25	Paid by Check #45093		01/01/2024	01/05/2024	01/05/2024		01/05/2024	7,695.75
Vendor <b>332 - Lexipol, LLC</b> Totals						Invoices	1		\$7,695.75
Vendor <b>89 - Liebert Cassidy Whitmore</b>									
255543	DI030-00025 Client Matters November 2023	Paid by Check #45094		11/30/2023	01/05/2024	01/05/2024		01/05/2024	4,850.50
257263	DI030-00001 General Matters November 2023	Paid by Check #45094		11/30/2023	01/05/2024	01/05/2024		01/05/2024	85.00
257324	DI030-00024 Client Matters November 2023	Paid by Check #45094		11/30/2023	01/05/2024	01/05/2024		01/05/2024	909.00
Vendor <b>89 - Liebert Cassidy Whitmore</b> Totals						Invoices	3		\$5,844.50
Vendor <b>1723 - Matson Alarm Co, Inc.</b>									
4211107	FY23/24-Sportsplex-1/1-1/31- monitoring alarm system srvc.	Paid by Check #45095		01/01/2024	01/05/2024	01/05/2024	12/19/2023	01/05/2024	106.00





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4218359	Fire & Security Monitoring 405 E El Monte Way 01/01/24-01/31/24	Paid by Check #45095		01/01/2024	01/05/2024	01/05/2024		01/05/2024	118.00
Vendor 1943 - Mineral King Publishing, Inc		Vendor 1723 - Matson Alarm Co, Inc. Totals				Invoices	2		\$224.00
12711 12/2023	FD 1 Year subscription 12/29/23- 12/29/24	Paid by Check #45096		12/29/2023	01/05/2024	01/05/2024		01/05/2024	35.00
Vendor 2021 - Mino, Mariah		Vendor 1943 - Mineral King Publishing, Inc Totals				Invoices	1		\$35.00
mariahboots	First pair of boots	Paid by Check #45097		12/22/2023	01/05/2024	01/05/2024		01/05/2024	99.68
Vendor 1931 - MissionSquare Plan Services		Vendor 2021 - Mino, Mariah Totals				Invoices	1		\$99.68
2024-00000274	30 - 457 - Employee MissionSquare \$*	Paid by EFT #2730		01/04/2024	01/04/2024	01/04/2024		01/04/2024	2,643.24
Vendor 589 - Rosa Montanez		Vendor 1931 - MissionSquare Plan Services Totals				Invoices	1		\$2,643.24
JANUARY 2024	Anthem Reimb 01/01/2024- 01/31/2024	Paid by Check #45098		12/27/2023	01/05/2024	01/05/2024		01/05/2024	296.26
Vendor 22 - Moore Twining Associates Inc.		Vendor 589 - Rosa Montanez Totals				Invoices	1		\$296.26
3379960	moore in-house	Paid by Check #45099		12/19/2023	01/05/2024	01/05/2024		01/05/2024	249.00
3379962	moore industrial	Paid by Check #45099		12/19/2023	01/05/2024	01/05/2024		01/05/2024	88.00
3379964	moore industrial	Paid by Check #45099		12/19/2023	01/05/2024	01/05/2024		01/05/2024	88.00
3379984	moore biosolids	Paid by Check #45099		12/20/2023	01/05/2024	01/05/2024		01/05/2024	1,090.00
3380247	moore industrial	Paid by Check #45099		12/27/2023	01/05/2024	01/05/2024		01/05/2024	88.00
3380248	moore in-house	Paid by Check #45099		12/27/2023	01/05/2024	01/05/2024		01/05/2024	94.00
3380264	moore city wells	Paid by Check #45099		12/28/2023	01/05/2024	01/05/2024		01/05/2024	120.00
3380292	moore industrial	Paid by Check #45099		12/28/2023	01/05/2024	01/05/2024		01/05/2024	88.00
3380298	moore well annual sampling	Paid by Check #45099		12/28/2023	01/05/2024	01/05/2024		01/05/2024	2,558.00
Vendor 88 - Municipal Maintenance Equipment Inc.		Vendor 22 - Moore Twining Associates Inc. Totals				Invoices	9		\$4,463.00
016786	mme rotary union	Paid by Check #45100		12/12/2023	01/05/2024	01/05/2024		01/05/2024	351.48
017134	mme valve	Paid by Check #45100		12/18/2023	01/05/2024	01/05/2024		01/05/2024	568.32
Vendor 899 - NBS		Vendor 88 - Municipal Maintenance Equipment Inc. Totals				Invoices	2		\$919.80
202312-3717	Professional Services 01/01/24- 03/31/24 CFD 2018-1	Paid by Check #45101		12/20/2023	01/05/2024	01/05/2024		01/05/2024	2,168.64
202312-3750	Professional Services 01/01/2024- 03/31/2024	Paid by Check #45101		12/20/2023	01/05/2024	01/05/2024		01/05/2024	7,777.60
Vendor 392 - O'Reilly Auto Parts		Vendor 899 - NBS Totals				Invoices	2		\$9,946.24
3641-165087	Vehicles	Paid by Check #45102		11/30/2023	01/05/2024	01/05/2024		01/05/2024	4.87
3641-165128	Vehicles	Paid by Check #45102		11/30/2023	01/05/2024	01/05/2024		01/05/2024	22.92
3641-165286	Vehicles	Paid by Check #45102		12/01/2023	01/05/2024	01/05/2024		01/05/2024	13.66



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3641-165323	Vehicles	Paid by Check #45102		12/01/2023	01/05/2024	01/05/2024		01/05/2024	34.30
3641-165893	Vehicles	Paid by Check #45102		12/04/2023	01/05/2024	01/05/2024		01/05/2024	13.01
3641-166036	Vehicles	Paid by Check #45102		12/05/2023	01/05/2024	01/05/2024		01/05/2024	11.26
3641-166061	Vehicles	Paid by Check #45102		12/05/2023	01/05/2024	01/05/2024		01/05/2024	12.99
3641-166178	Vehicles	Paid by Check #45102		12/06/2023	01/05/2024	01/05/2024		01/05/2024	33.04
3641-166357	Vehicles	Paid by Check #45102		12/07/2023	01/05/2024	01/05/2024		01/05/2024	748.95
3641-166358	Vehicles	Paid by Check #45102		12/07/2023	01/05/2024	01/05/2024		01/05/2024	45.95
3641-166360	Vehicles	Paid by Check #45102		12/07/2023	01/05/2024	01/05/2024		01/05/2024	22.92
3641-166372	Vehicles	Paid by Check #45102		12/07/2023	01/05/2024	01/05/2024		01/05/2024	60.86
3641-166374	Vehicles	Paid by Check #45102		12/07/2023	01/05/2024	01/05/2024		01/05/2024	130.87
3641-166443	Vehicles	Paid by Check #45102		12/07/2023	01/05/2024	01/05/2024		01/05/2024	(15.61)
3641-167293	Vehicles	Paid by Check #45102		12/12/2023	01/05/2024	01/05/2024		01/05/2024	7.58
OSOOC24271	Vehicles	Paid by Check #45102		12/12/2023	01/05/2024	01/05/2024		01/05/2024	(.03)
3641-167362	Vehicles	Paid by Check #45102		12/13/2023	01/05/2024	01/05/2024		01/05/2024	67.41
3641-167399	Vehicles	Paid by Check #45102		12/13/2023	01/05/2024	01/05/2024		01/05/2024	32.51
3641-167517	Vehicles	Paid by Check #45102		12/14/2023	01/05/2024	01/05/2024		01/05/2024	46.93
3641-167658	Vehicles	Paid by Check #45102		12/14/2023	01/05/2024	01/05/2024		01/05/2024	44.41
3641-168263	Vehicles	Paid by Check #45102		12/18/2023	01/05/2024	01/05/2024		01/05/2024	30.86
3641-168336	Vehicles	Paid by Check #45102		12/18/2023	01/05/2024	01/05/2024		01/05/2024	43.19
3641-168581	Vehicles	Paid by Check #45102		12/19/2023	01/05/2024	01/05/2024		01/05/2024	36.31
3641-168683	Supplies	Paid by Check #45102		12/20/2023	01/05/2024	01/05/2024		01/05/2024	111.10
3641-168977	Vehicles	Paid by Check #45102		12/22/2023	01/05/2024	01/05/2024		01/05/2024	51.66
3641-168988	Vehicles	Paid by Check #45102		12/22/2023	01/05/2024	01/05/2024		01/05/2024	132.53
3641-169814	Vehicles	Paid by Check #45102		12/28/2023	01/05/2024	01/05/2024		01/05/2024	48.61
3641-169815	Vehicles	Paid by Check #45102		12/28/2023	01/05/2024	01/05/2024		01/05/2024	42.14
		Vendor	<b>392 - O'Reilly Auto Parts</b>	Totals		Invoices	28		\$1,835.20
Vendor <b>142 - Office Depot BSD</b>									
345248066001	OFFICE SUPPLIES	Paid by Check #45103		12/07/2023	01/05/2024	01/05/2024		01/05/2024	308.92
345249260001	OFFICE DEPOT	Paid by Check #45103		12/07/2023	01/05/2024	01/05/2024		01/05/2024	395.40
346538467001	Admin office supplies	Paid by Check #45103		12/20/2023	01/05/2024	01/05/2024		01/05/2024	357.03
		Vendor	<b>142 - Office Depot BSD</b>	Totals		Invoices	3		\$1,061.35
Vendor <b>1773 - Pace Supply Corp.</b>									
199142181	pace supplies sewer	Paid by Check #45104		12/18/2023	01/05/2024	01/05/2024		01/05/2024	987.13
199150873	pace supplies	Paid by Check #45104		12/20/2023	01/05/2024	01/05/2024		01/05/2024	62.71
		Vendor	<b>1773 - Pace Supply Corp.</b>	Totals		Invoices	2		\$1,049.84
Vendor <b>76 - Pacific Gas &amp; Electric</b>									
6183054474007.23	496 E TULARE ST 06/08/23-07/09/23	Paid by Check #45141		07/11/2023	01/05/2024	01/05/2024		01/05/2024	4,817.58
0571296382512/23	PW 10/31/23-11/30-23	Paid by Check #45108		12/01/2023	01/05/2024	01/05/2024		01/05/2024	127.06
1416294094512/23	389 W EL MONTE WAY 10/31/23-11/30/23	Paid by Check #45111		12/01/2023	01/05/2024	01/05/2024		01/05/2024	73.30



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5751498437612/23	Parks 139 N K ST 10/30/23-11/29/23	Paid by Check #45130		12/01/2023	01/05/2024	01/05/2024		01/05/2024	50.81
7149346409412/23	EUCLID S/LINDARA WELL #18 10/30/23-11/29/23	Paid by Check #45122		12/01/2023	01/05/2024	01/05/2024		01/05/2024	1,291.50
1344455159512/23	NW COR M & VENTURA AVE 11/07/23-12/07/23	Paid by Check #45109		12/08/2023	01/05/2024	01/05/2024		01/05/2024	72.44
2104753778812/23	155 W MERCED AVE 11/07/23-12/07/23	Paid by Check #45114		12/08/2023	01/05/2024	01/05/2024		01/05/2024	111.97
4475716051812/23	180 W Merced St STE A 11/7-12/7/2023	Paid by Check #45105		12/08/2023	01/05/2024	01/05/2024		01/05/2024	555.27
6058049267012/23	148 S M ST 11/07/23-12/07/23	Paid by Check #45119		12/08/2023	01/05/2024	01/05/2024		01/05/2024	52.50
7681012419812/23	180 W Merced STE C 11/7-12/7/2023	Paid by Check #45107		12/08/2023	01/05/2024	01/05/2024		01/05/2024	159.82
8607273249712/23	L & L 1001 E EL PASO AVE 11/07/23-12/07/23	Paid by Check #45135		12/08/2023	01/05/2024	01/05/2024		01/05/2024	33.79
9750865237312/23	180 Merced STE B 11/7-12/7/2023	Paid by Check #45106		12/08/2023	01/05/2024	01/05/2024		01/05/2024	99.43
1693144969412/23	Parks N/KAMM E/GREEN 11/08/23-12/08/23	Paid by Check #45127		12/09/2023	01/05/2024	01/05/2024		01/05/2024	145.11
5167308560412/23	S/E KAMM & ALTA 11/08/23-12/08/23	Paid by Check #45118		12/09/2023	01/05/2024	01/05/2024		01/05/2024	134.95
6724721106212/23	TULARE & L ST 11/08/23-12/08/23	Paid by Check #45120		12/09/2023	01/05/2024	01/05/2024		01/05/2024	230.24
6766387770112/23	TULARE & L ST 11/08/23-12/08/23	Paid by Check #45121		12/09/2023	01/05/2024	01/05/2024		01/05/2024	97.29
7748430711912/23	Parks 1133 S COLLEGE AVE 11/08/23-12/08/23	Paid by Check #45132		12/09/2023	01/05/2024	01/05/2024		01/05/2024	26.52
8744095279112/23	301 E KAMM AVE 11/08/23-12/08/23	Paid by Check #45124		12/09/2023	01/05/2024	01/05/2024		01/05/2024	31.21
8474719951512/23	ALTA & KAMM AVE 11/09/23-12/09/23	Paid by Check #45123		12/10/2023	01/05/2024	01/05/2024		01/05/2024	90.49
1349716235712/23	KAMM & GREEN 11/08/23-12/08/23	Paid by Check #45110		12/11/2023	01/05/2024	01/05/2024		01/05/2024	1,893.46
2946520700812/23	L & L 11/09/23-12/10/23	Paid by Check #45128		12/11/2023	01/05/2024	01/05/2024		01/05/2024	104.67
3547447107112/23	420 E TULARE ST 11/7/23-12/7/2023	Paid by Check #45139		12/11/2023	01/05/2024	01/05/2024		01/05/2024	610.12
4964113683012/23	MILSAP & MYRTLE ALLEY 11/07/23-12/07/23	Paid by Check #45116		12/11/2023	01/05/2024	01/05/2024		01/05/2024	118.76
5027356573412/23	RANDLE AVE S/EL MONTE 11/09/23-12/10/23	Paid by Check #45117		12/11/2023	01/05/2024	01/05/2024		01/05/2024	56.52
6021181187612/23	Sportsplex - 201 N URUAPAN WAY 11/07/23-12/07/23	Paid by Check #45131		12/11/2023	01/05/2024	01/05/2024		01/05/2024	1,612.85
6183054474012/23	496 E TULARE ST 11/07/23-12/07/23	Paid by Check #45140		12/11/2023	01/05/2024	01/05/2024		01/05/2024	1,108.73
1557710974512/23	Parks 1851 E KAMM AVE 11/09/23-12/10/23	Paid by Check #45126		12/12/2023	01/05/2024	01/05/2024		01/05/2024	1,619.25



# Accounts Payable Invoice Report

Payment Date Range 12/28/23 - 01/05/24  
Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
2073277197512/23	1088 E KAMM AVE 11/09/23-12/10/23	Paid by Check #45113		12/12/2023	01/05/2024	01/05/2024		01/05/2024	875.90
8319024072712/23	Parks SW SW 16-16-24 11/09/23-12/10/23	Paid by Check #45133		12/12/2023	01/05/2024	01/05/2024		01/05/2024	27.49
1561888272212/23	PW 11/11/23-12/12/23	Paid by Check #45112		12/13/2023	01/05/2024	01/05/2024		01/05/2024	150.51
3380779542312/23	2007 N CRAWFORD AVE 11/10/23-12/11/23	Paid by Check #45115		12/13/2023	01/05/2024	01/05/2024		01/05/2024	1,025.21
4323390246912/23	L & L CITRUS HEIGHTS VENTURA AND O 11/15/23-12/14/23	Paid by Check #45129		12/14/2023	01/05/2024	01/05/2024		01/05/2024	73.43
8543598174212/23	L & L 11/15/23-12/14/23	Paid by Check #45134		12/14/2023	01/05/2024	01/05/2024		01/05/2024	238.78
9018373735312/23	L & L DUNMORE HOMES VISCAYA 1 AT SAGINA 11/15/23-12/14/23	Paid by Check #45136		12/14/2023	01/05/2024	01/05/2024		01/05/2024	1,078.52
9179222553312/23	PW 11/15/23-12/14/23	Paid by Check #45125		12/14/2023	01/05/2024	01/05/2024		01/05/2024	975.54
9196176758812/23	L & L SIERRA WAY AND BUENA VISTA AVE 11/15/23-12/14/23	Paid by Check #45137		12/14/2023	01/05/2024	01/05/2024		01/05/2024	102.41
5022214690912/23	L & L PARKSIDE VILLAGE PHASE I 11/21/23-12/20/23	Paid by Check #45138		12/20/2023	01/05/2024	01/05/2024		01/05/2024	244.74
			Vendor	76 - Pacific Gas & Electric Totals			Invoices	37	\$20,118.17
Vendor 7 - Pena's Disposal Services									
785483	FY23/24-Parks-Yard disposal - Vuich Park	Paid by Check #45142		12/19/2023	01/05/2024	01/05/2024	12/20/2023	01/05/2024	721.48
785489	penas sweeper dirt	Paid by Check #45142		12/19/2023	01/05/2024	01/05/2024		01/05/2024	2,840.96
			Vendor	7 - Pena's Disposal Services Totals			Invoices	2	\$3,562.44
Vendor 687 - Cosme Pizano									
Cosmeboots	First pair of boots	Paid by Check #45143		11/25/2023	01/05/2024	01/05/2024		01/05/2024	200.00
			Vendor	687 - Cosme Pizano Totals			Invoices	1	\$200.00
Vendor 688 - Rogelio Ramirez									
DECEMBER 2023	Anthem Reimb 12/01/2023-12/31/2023	Paid by Check #45144		12/28/2023	01/05/2024	01/05/2024		01/05/2024	292.35
			Vendor	688 - Rogelio Ramirez Totals			Invoices	1	\$292.35
Vendor 1677 - Rodeo Wild West									
179607	FY23/24-Parks-Uniform-2nd Boots-J. Sanchez (w/approval)	Paid by Check #45145		12/22/2023	01/05/2024	01/05/2024	12/27/2023	01/05/2024	150.00
			Vendor	1677 - Rodeo Wild West Totals			Invoices	1	\$150.00
Vendor 797 - Safety Network Traffic Control Services, Inc.									
TS-17245	Safety network supplies	Paid by Check #45146		12/20/2023	01/05/2024	01/05/2024		01/05/2024	37.91
			Vendor	797 - Safety Network Traffic Control Services, Inc. Totals			Invoices	1	\$37.91
Vendor 42 - Scout Specialties									
172234	scout suppplies	Paid by Check #45147		12/13/2023	01/05/2024	01/05/2024		01/05/2024	64.29
172455	scout drill bit	Paid by Check #45147		12/21/2023	01/05/2024	01/05/2024		01/05/2024	12.21
			Vendor	42 - Scout Specialties Totals			Invoices	2	\$76.50
Vendor 835 - Spence Fence Company Enterprise									
22633	Marshall Acres Ponding Basin Fence Repair	Paid by Check #45148		12/21/2023	01/05/2024	01/05/2024		01/05/2024	995.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor <b>835 - Spence Fence Company Enterprise</b> Totals				Invoices			1		\$995.00
Vendor <b>1081 - Statewide Traffic Safety and Signs Inc.</b>									
04011598	statewide arrow board	Paid by Check #45149		12/14/2023	01/05/2024	01/05/2024		01/05/2024	450.00
Vendor <b>1081 - Statewide Traffic Safety and Signs Inc.</b> Totals				Invoices			1		\$450.00
Vendor <b>1062 - The Sherwin-Williams Co.</b>									
1000-2	paint guns	Paid by Check #45150		12/22/2023	01/05/2024	01/05/2024		01/05/2024	2,492.05
Vendor <b>1062 - The Sherwin-Williams Co.</b> Totals				Invoices			1		\$2,492.05
Vendor <b>1633 - Toyota Industries Commercial Finance, Inc.</b>									
4004006436	LITTER VACUUM LEASE PAYMENT	Paid by Check #45151		12/14/2023	01/05/2024	01/05/2024		01/05/2024	950.73
Vendor <b>1633 - Toyota Industries Commercial Finance, Inc.</b> Totals				Invoices			1		\$950.73
Vendor <b>49 - Tulare County</b>									
IN0211822-2	FY23/24-Special events-Addtl permit-Parade vendor-revise inv.	Paid by Check #45152		11/21/2023	01/05/2024	01/05/2024	12/27/2023	01/05/2024	91.00
Vendor <b>49 - Tulare County</b> Totals				Invoices			1		\$91.00
Vendor <b>307 - Tulare County Consolidated Ambulance Dispatch, Inc</b>									
24-01-07	December 2023	Paid by Check #45153		01/02/2024	01/05/2024	01/05/2024		01/05/2024	7,409.45
Vendor <b>307 - Tulare County Consolidated Ambulance Dispatch, Inc</b> Totals				Invoices			1		\$7,409.45
Vendor <b>1962 - UBEO Business Services</b>									
4356042	FY23/24-Comm. Svcs.- Printer/copy machine supplies-staples	Paid by Check #45154		12/19/2023	01/05/2024	01/05/2024	12/27/2023	01/05/2024	72.78
Vendor <b>1962 - UBEO Business Services</b> Totals				Invoices			1		\$72.78
Vendor <b>192 - UNUM Life Insurance Company of America</b>									
01/01/24-1/31/24	UNUM 0537123-001	Paid by Check #45155		01/01/2024	01/05/2024	01/05/2024		01/05/2024	10,896.25
Vendor <b>192 - UNUM Life Insurance Company of America</b> Totals				Invoices			1		\$10,896.25
Vendor <b>273 - US Bank</b>									
517736658	December 2023	Paid by Check #45156		12/12/2023	01/05/2024	01/05/2024		01/05/2024	133.70
12/22/2023	Safe Drinking Water State Revolving Fund	Paid by EFT #2726		12/22/2023	01/03/2024	01/03/2024		01/03/2024	224,124.99
7164092	2012 Public Works	Paid by Check #45160		12/22/2023	01/05/2024	01/05/2024		01/05/2024	1,650.00
7164132	Successor RDA TARB 2012	Paid by Check #45159		12/22/2023	01/05/2024	01/05/2024		01/05/2024	1,650.00
7170969	Wastewater Revenue Refunding Bonds 2012	Paid by Check #45158		12/22/2023	01/05/2024	01/05/2024		01/05/2024	1,800.00
518750179	Copier Lease 12/20/2023 - 01/20/2024	Paid by Check #45157		12/27/2023	01/05/2024	01/05/2024		01/05/2024	3,819.58
Vendor <b>273 - US Bank</b> Totals				Invoices			6		\$233,178.27
Vendor <b>354 - Verizon Wireless</b>									
9951187117	verizon pw	Paid by Check #45161		12/07/2023	01/05/2024	01/05/2024		01/05/2024	1,082.70
9951658070	Nov/Dec 2023	Paid by Check #45165		12/12/2023	01/05/2024	01/05/2024		01/05/2024	394.18
9951762679	ADMIN PHONE CHARGES	Paid by Check #45162		12/14/2023	01/05/2024	01/05/2024		01/05/2024	268.00
9951762680	FY23/24-Multiple divisions - cell phone service fees	Paid by Check #45163		12/14/2023	01/05/2024	01/05/2024	12/28/2023	01/05/2024	1,072.82
9951762681	Dec/Jan 2024	Paid by Check #45164		12/14/2023	01/05/2024	01/05/2024		01/05/2024	412.50



# Accounts Payable Invoice Report

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9951762682	Administration 11/15/23-12/14/23	Paid by Check #45166		12/14/2023	01/05/2024	01/05/2024		01/05/2024	180.76
9951762683	CM & Council 11/15/23-12/14/23	Paid by Check #45167		12/14/2023	01/05/2024	01/05/2024		01/05/2024	286.75
			Vendor	354 - Verizon Wireless Totals		Invoices	7		\$3,697.71
Vendor	297 - Vincent Communications, Inc.								
87488	Supplies	Paid by Check #45168		12/19/2023	01/05/2024	01/05/2024		01/05/2024	33.44
			Vendor	297 - Vincent Communications, Inc. Totals		Invoices	1		\$33.44
Vendor	1313 - Yepez Plumbing								
09086	yepez broken sewer	Paid by Check #45169		12/14/2023	01/05/2024	01/05/2024		01/05/2024	1,450.00
09156	yepez unclogged	Paid by Check #45169		12/18/2023	01/05/2024	01/05/2024		01/05/2024	250.00
09155	yepez broken sewer	Paid by Check #45169		12/20/2023	01/05/2024	01/05/2024		01/05/2024	2,435.00
			Vendor	1313 - Yepez Plumbing Totals		Invoices	3		\$4,135.00
Vendor	SISC II								
23-1714	Overpayment Run #23-1714	Paid by Check #45170		01/02/2024	01/05/2024	01/05/2024		01/05/2024	1,364.00
			Vendor	SISC II Totals		Invoices	1		\$1,364.00
			Grand Totals			Invoices	195		\$1,059,815.04



## City Council Staff Report

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Department: ENGINEER/PLANNING

January 9, 2024

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**To:** Mayor and City Council

**From:** Jason Watts, City Engineer

**Subject:** Public Hearing and Adoption of Resolution No. 2024-01 Approving a Mitigated Negative Declaration (SCH No. 2023120125) for the El Monte Way/Road 56 Roundabout Project (JW)

### RECOMMENDATION

Council to conduct a public hearing and adopt Resolution No. 2024-01 adopting a Mitigated Negative Declaration for the El Monte/Road 56 Roundabout Project.

### EXECUTIVE SUMMARY

The City of Dinuba is currently in the process of finalizing the engineering and design for the El Monte Way and Road 56 Roundabout project. As required under the California Environmental Quality Act (CEQ), the city prepared an environmental review and determined that the project would not have a significant impact on the environment with mitigation measures in place. The Mitigated Negative Declaration (MND) for the project has been circulated for public review and is being presented for adoption by the City Council.

### OUTSTANDING ISSUES

None

### DISCUSSION

The City of Dinuba prepared and approved the Roundabout Feasibility Study in 2023. The study identifies the installation of several roundabouts at key intersections throughout the city. The locations were selected based on the greatest impact on improving traffic safety and reducing congestion. One of the roundabouts identified was the intersection of W. El Monte Way and Road 56.

The project consists of removing a four-way signalized intersection and constructing a two-lane roundabout which includes a reconstructed pavement structural section, curb and gutter, curb



ramps, sidewalk, median islands, landscape and irrigation, enhanced crosswalks, and other miscellaneous street improvements. The roundabout will improve mobility and safety as well as provide an aesthetic monument entrance into the City of Dinuba from the west. A design of the proposed roundabout is attached herein as 'Attachment C.'

### Environmental Review

4Creeks, Inc. prepared the initial study to determine whether the roundabout would or could have significant effect on the environment. The initial study determined that the project would have no potentially significant effects on the environment with standard mitigation measures incorporated. The standard measures are listed below:

1. Pre-construction biological survey on endangered species as delineated in the report attached.
2. On-going observation of possible artifacts uncovered during construction.
3. Follow best management practices to prevent storm water run-off.

Based on the environmental assessment and the list of identified mitigation measures listed in the Initial Study/Mitigated Negative Declaration, staff has determined the project will not have a significant impact on the environment and that the filing of a mitigated negative declaration is appropriate in accordance with the provisions of CEQA guidelines sections 15071(e) and 15369.5. A copy of the Initial Study/Mitigated Negative Declaration (IS/MND) may be accessed by clicking this link.

### Public Hearing

Under CEQA, the city must conduct a public hearing as part of the adoption of the Mitigated Negative Declaration. The public hearing was noticed in the Mid Valley Times (Attachment 'B'), circulated to the State Clearinghouse, and other interested local agencies. The required 30-day review period was from December 5, 2023 to January 5, 2024. No comments were received.

Once the public hearing occurs and the IS/MND is adopted by Resolution 2024-01 enclosed herein as Attachment 'A'. staff will file a Notice of Determination with the Tulare County Clerk's Office, which will be the final step in the CEQA process.

## **FISCAL IMPACT**

There is no fiscal impact when adopting a IS/MND. The engineering and design of the project was funded by Tulare County Association of Governments. The full project will be funded by a combination state, federal and local funds.

## **PUBLIC HEARING**

The IS/MND was noticed in the Mid Valley Times and circulated to the State



Clearinghouse.

**ATTACHMENTS:**

- A. Resolution 2024-01
- B. Proof of Publication
- C. Roundabout Design Exhibit

## **RESOLUTION NO. 2024-01**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA TO ADOPT THE EL MONTE WAY AND ROAD 56 ROUNDABOUT PROJECT MITIGATED NEGATIVE DECLARATION**

**WHEREAS**, the City Council of the City of Dinuba (the “City Council” and “City”, respectively) has received and reviewed the proposed Mitigated Negative Declaration, including the draft Initial Study/Mitigated Negative Declaration with appendices, and supporting information sources (collectively, the “draft MND”), together with the staff report and any comments received and responded to during the public review and hearing process (collectively, the “Environmental Record”) for the proposed El Monte Way and Road 56 roundabout project (the “Project”), as described in the draft MND; and

**WHEREAS**, the City is the lead agency for purposes of environmental review of the Project under the California Environmental Quality Act (“CEQA”), pursuant to Public Resources Code § 21000 et seq., and the State “Guidelines for Implementation of the California Environmental Quality Act”; and

**WHEREAS**, the Project could, without mitigation, have resulted in a potential impact to certain areas of environmental concern, including Biological and Cultural Resources; and

**WHEREAS**, the City has prepared mitigation measures to address and mitigate all potential environmental impacts to a “less than significant” level, which is a part of the Environmental Record reviewed and considered by the City; and

**WHEREAS**, the City has incorporated the mitigation measures described in the initial study for the Project (“Initial Study”) as conditions of approval by the City; and

**WHEREAS**, with the exception of the potential impacts stated above, there are no other potentially significant environmental impacts resulting from the Project; and

**WHEREAS**, the City submitted a Notice of Intent to Adopt a Mitigated Negative Declaration to the State Clearinghouse and the Tulare County Clerk and distributed it to those agencies which have jurisdiction by law with respect to the Project; placed the Notice of Intent to Adopt a Mitigated Negative Declaration concerning the Project in the *Mid Valley Times* for publication; and mailed the Notice of Intent to Adopt a Mitigated Negative Declaration to other interested parties; and

**WHEREAS**, the draft Initial Study/Mitigated Negative Declaration with appendices and supporting information sources were duly noticed for public review and comment from December 5, 2023 to January 5, 2024, as provided by law; and

**WHEREAS**, a hearing concerning the City’s intent to adopt a final MND was duly noticed and held on January 9, 2024, at which time any interested parties were afforded an opportunity to be heard in addition to the public review and comment period referenced above as part of the Environmental Record; and

**WHEREAS**, the City received no comments during the public comment period.

**WHEREAS**, the City has considered, prior to adoption of the final MND, the Environmental Record in support of the final MND.

**NOW, THEREFORE, BE IT RESOLVED that the City Council of Dinuba hereby takes the following actions:**

1. The City Council finds that the Initial Study and Mitigated Negative Declaration reflect the independent judgment of the City as the lead agency for the Project.
2. The City Council finds that it has independently reviewed and considered the Environmental Record, including the Initial Study and proposed Mitigated Negative Declaration, as a final Mitigated Negative Declaration, prior to adopting the final Mitigated Negative Declaration.
3. On the basis of the Environmental Record as the whole record before the City Council, including the Initial Study and any comments received, the City Council finds, in its independent judgment and analysis, that there is no substantial evidence the Project will have a significant effect on the environment.
4. The City Council confirms that the mitigation measures described in the Initial Study, have been incorporated into the Project and adopts a Mitigated Negative Declaration, as the final Mitigated Negative Declaration, which documents are a part of the Environmental Record before the City Council for the Project.
5. The City Council approves and adopts the findings set forth herein, and the Mitigated Negative Declaration, based on the Environmental Record.
6. City staff is authorized and directed to cause a Notice of Determination concerning the adoption of the Mitigated Negative Declaration for the Project to be filed in the office of the Tulare County Clerk and with the Office of Planning and Research in accordance with CEQA and State CEQA Guidelines.
7. The above recitals are true and correct and are adopted as the findings of the City Council.
8. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
9. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**IN WITNESS THEREOF**, I, Maribel Reynosa, Mayor of the City of Dinuba have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this \_\_\_\_ day of \_\_\_\_\_ two-thousand-twenty-four.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the following vote:

<b>AYES:</b>	<b>COUNCIL MEMBERS:</b>
<b>NOES:</b>	<b>COUNCIL MEMBERS:</b>
<b>ABSTAIN:</b>	<b>COUNCIL MEMBERS:</b>
<b>ABSENT:</b>	<b>COUNCIL MEMBERS:</b>

\_\_\_\_\_  
Mayor

**ATTEST:**  
\_\_\_\_\_  
Maria Alaniz, City Clerk

# MID-VALLEY TIMES

1130 G STREET, REEDLEY, CA 93654  
TELEPHONE (559) 638-2244 / FAX (559) 638-5021

CITY OF DINUBA

405 E. EL MONTE WAY

DINUBA, CA 93618

## SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF TULARE

NOTICE OF INTENT TO ADOPT AND CONSIDERATION OF

MITIGATED NEGATIVE DECLARATION

Case Number \_\_\_\_\_

DECLARATION OF PUBLICATION  
(2015.5 C.C.P.)

### Declaration of Publication

STATE OF CALIFORNIA  
County of Tulare

Declarant says:

That at times herein mentioned is and was a citizen of the United States, over the age of twenty-one years, and not a party to nor interested in the within matter; that declarant is, now and was at all times herein mentioned, the Principal Clerk of the Printer of MID-VALLEY TIMES, a newspaper of general circulation (under Government Code Section 6024) by the Superior Court of the County of Tulare, State of California, under the date of June 27, 2019, by said Superior Court Case Number 278947; that the instrument of which the annexed is a printed copy; has been published in each regular and like issue of said newspaper (and not any supplement thereof on the following dates, to wit:

I declare under penalty of perjury that the foregoing is true and correct.

12/14/23

EXECUTED ON DECEMBER 14, 2023 at  
Reedley, California.

*Handwritten signature: TALL ALLEY*

Declarant

EL MONTE WAY AND  
ROAD 56 ROUNDABOUT  
in TULARE COUNTY  
For  
CITY OF DINUBA  
NOTICE OF INTENT  
TO ADOPT AND CONSIDERATION  
OF MITIGATED  
NEGATIVE  
DECLARATION  
By authority delegated  
to its staff pursuant  
to 14 California Code  
of Regulations Section  
15025, the City of Dinuba  
hereby gives notice,  
pursuant to California  
Public Resources Code  
section 21092, that it intends  
to adopt a Mitigated  
Negative Declaration  
with respect to the El  
Monte Way and Road  
56 Roundabout Project.  
Project Location: The  
proposed project site is  
located within the City  
of Dinuba. The project  
would affect approximately  
7.5 acres within  
City ROW and temporary  
construction easement  
areas along El  
Monte Way and Road  
56.  
Project Description:  
The purpose and need  
of the project is to improve  
safety, congestion,  
and air quality by  
implementing congestion  
reduction and traffic  
flow improvements consistent  
with the CMAQ  
(Congestion Mitigation  
and Air Quality Improvement)  
program.  
The Project includes  
converting a four-way  
signalized intersection  
into a roundabout  
with multi-lane entries  
from El Monte Way  
and single-lane entries  
from Road 56. El Monte  
Way will have an inner  
lane for through and  
left movements and an  
outer lane for through  
and right movements.  
Road 56 will have one  
lane for all traffic. The  
Project will require approximately  
0.6 acres  
of ROW acquisition to  
accommodate the proposed  
design.  
Determination of Impacts:  
The project is  
not anticipated to have  
any long-term negative  
environmental impacts.  
Short-term construction  
related potential impacts  
will be mitigated  
to a less than significant  
level by use of proper  
construction methods  
and timing.  
Initial Study: For further  
details regarding  
the Project Description,  
Project Location and  
the Determination of  
Impacts, please see a  
copy of the Initial Study.  
NOTICE IS HEREBY  
GIVEN, pursuant  
to the provisions of Title  
14 California Code  
of Regulations Section  
15072, the City of  
Dinuba proposes to  
adopt a Mitigated Negative

Declaration for  
the El Monte Way and  
Road 56 Roundabout  
Project. The public review  
period of this matter  
shall be deemed to  
have begun on the date  
of this notice and shall  
commence on January  
5, 2023. Written comments  
should be delivered  
to the City of  
Dinuba, 405 E El Monte  
Way, Dinuba, CA  
93291. Copies of the  
Initial Study, draft Mitigated  
Negative Declaration,  
and all documents  
referenced  
therein are available for  
review at the aforementioned  
location. Electronic  
copies may be  
made available upon  
demand.  
A public hearing on the  
adoption of the proposed  
Mitigated Negative  
Declaration will be  
held on January 9th,  
2024 at 6:30 PM at the  
aforementioned location.  
Any person that  
desires more information  
about said project  
may telephone the City  
of Dinuba Public Works  
Department at (559)  
591-5906 and ask for  
George Avila.  
Publish Date: December  
5, 2023 BY: George  
Avila  
City of Dinuba

MVT 12/14/23

118-50





City of Dinuba

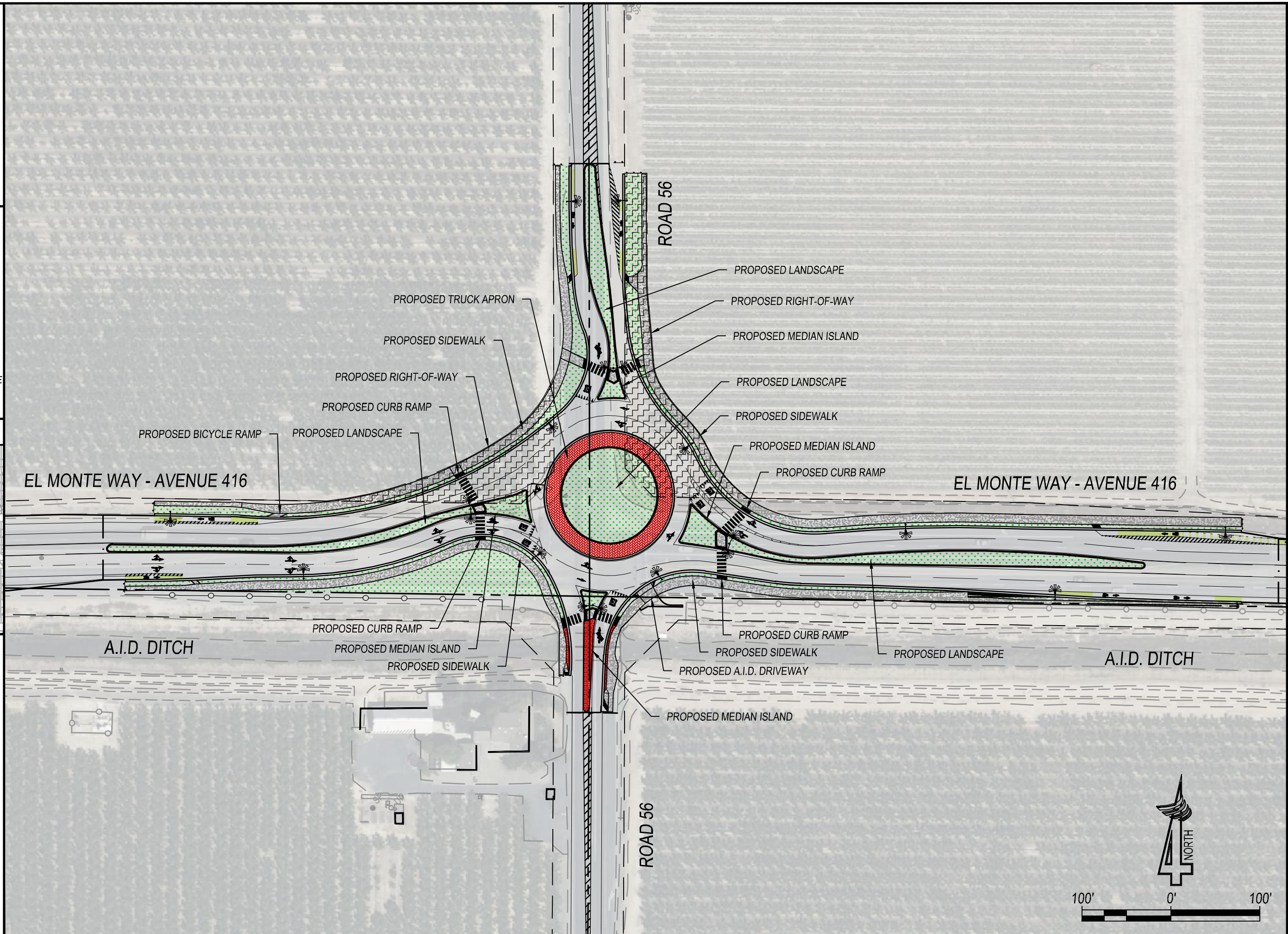
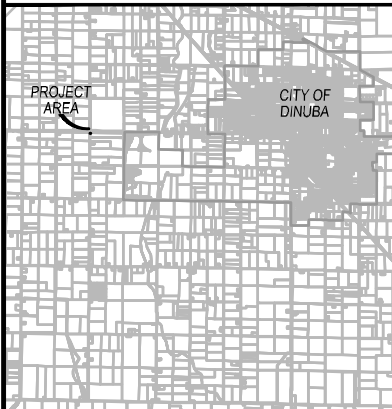
EL MONTE WAY / ROAD 56  
ROUNDAABOUT PROJECT

PROJECT NO. 22497

LEGEND

- EXIST. ASPHALT CONCRETE
- EXIST. CONCRETE
- PROPOSED CONCRETE
- PROPOSED ASPHALT CONCRETE
- PROPOSED LANDSCAPE
- ROUNDAABOUT TRUCK APRON
- PROPOSED STAMPED CONCRETE
- PROPOSED RIGHT-OF-WAY

VICINITY MAP







## City Council Staff Report

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Department: PUBLIC WORKS

January 9, 2024

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**To:** Mayor and City Council

**From:** George Avila, Public Works Director

**By:** Elva Patino, Business Manager

**Subject:** Development Impact Fee Annual Report for FY 2022/23 (GA)

### RECOMMENDATION

Council to conduct a public hearing on the Fiscal Year 2022/23 Development Impact Fee Annual Report and file the report with the Office of the City Clerk.

### EXECUTIVE SUMMARY

The Mitigation Fee Act (Government Code Section 66006 et. seq.) requires local agencies to submit an annual report detailing the status of development impact fees. Development impact fees are collected from new developments to offset some or all of the cost for public facilities related to the project. The annual report must be made available to the public within 180 days after the close of the fiscal year and presented to the City Council at least 15 days after it is made available to the public.

### OUTSTANDING ISSUES

None.

### DISCUSSION

With the passage of Proposition 13 in 1978 and the resulting decline in local government revenues, local government enacted a series of impact fees in order to offset the cost of providing public facilities for new development projects. The development impact fees collected are used to finance the design, construction, and acquisition of facilities and equipment necessary to expand public facilities in order to accommodate future development.

In response to the growing use of impact fees, the State Legislature passed the California Mitigation Fee Act (AB 1600) in 1987. The Mitigation Fee Act set forth standards and procedures for how impact fees are imposed, collected and expended.

The Act requires local government to separate and place development impact fees in a special restricted fund for use to finance the construction of the specific facilities for which the fees were imposed. For example, sewer impact fees collected from new development can only be used for sewer related improvements.

The Mitigation Fee act also requires local governments to prepare annual reports on any balances in each impact fee and how those fees are to be expended. Cities that fail to prepare this annual report and identify how funds are to be reinvested may be required to reimburse impact fees collected.

The Development Impact Fees Annual Report for Fiscal Year 2022/2023 is enclosed herein as Attachment 'A'. This report provides information on the amount of developer impact fees collected and expended, and the interest earned on unexpended funds from July 1, 2022, through June 30, 2023. It is important to note that development impact fees collected are considered one-time revenues and the amount of funding available is dependent on the amount of development activity from new projects.

The City of Dinuba has seven types of development impact fees, summarized as follows:

**Water Development Impact Fee:**

Fund the water supply, treatment, and distribution facilities needed to provide potable domestic water for new and future development.

**Sewer Development Impact Fee:**

Fund the collection, treatment and wastewater disposal facilities required to provide sanitary sewer service to new and future development.

**Transportation Development Impact Fee:**

Fund transportation improvements that include arterial streets, intersections, and traffic signals to accommodate new and future development.

**Fire Protection Impact Fee:**

Fund the acquisition of land for fire facilities, upgrade existing facilities, and purchase vehicles and equipment to accommodate new and future development.

**Parks Facilities Impact Fee:**

Fund the acquisition of land and development of new parks, expand or construct recreational facilities and park amenities.

**Storm Drain Development Impact Fee:**

Fund drainage facilities for flood control and water management to accommodate new and future development.

**Police Development Impact Fee:**



Fund the acquisition of land for police facilities, and purchase vehicles and equipment to accommodate new and future development.

The presentation of the Development Impact Fee Annual Report requires that a public hearing be conducted to provide a summary of the status and use of impact fees collected for the fiscal year ending June 30, 2023, in compliance with the Mitigation Fee Act.

## **FISCAL IMPACT**

There is no fiscal impact associated with the recommended action.

## **PUBLIC HEARING**

A public hearing notice was published in the Mid-Valley Times on December 7, 2023 and January 4, 2024.

## **ATTACHMENTS:**

A. FY 2022/23 Development Impact Fee Annual Report

**CITY OF DINUBA**  
**DEVELOPMENT IMPACT FEE REPORT**  
**FY 2022/23**

<b>Water SDC Fund Fund 250</b>		<b>Actual 2022/23</b>
Beginning Fund Balance 07/1/2022		\$727,409
<b>Revenues:</b>		
Interest Earnings	19,189	
Developer Fees	143,544	
		<u>\$162,733</u>
<b>Expenditures:</b>		
Euclid Water Main	17,454	
Roe & McKinley	4,059	
Transfer Out - Water Capital Projects	11,161	
Transfer Out - Water Debt	87,074	
		<u>\$119,748</u>
<b>Ending Fund Balance</b>		<u><b>\$770,394</b></u>

<b>Sewer SDC Fund Fund 251</b>		<b>Actual 2022/23</b>
Beginning Fund Balance 07/1/2022		\$958,746
<b>Revenues:</b>		
Interest Earnings	24,352	
Developer Fees	104,561	
		<u>\$128,913</u>
<b>Expenditures:</b>		
Roe Ave. & McKinley Ave. Design	4,059	
Aeration System Design	99,730	
Report of Waste Discharge	8,240	
Clarifier Design	11,168	
Clarifier Construction	162,210	
Transfer Out - Sewer Debt	200,000	
		<u>\$485,407</u>
<b>Ending Fund Balance</b>		<u><b>602,252</b></u>

<b>Transportation SDC Fund Fund 252</b>		<b>Actual 2022/23</b>
Beginning Fund Balance 07/1/2022		(\$34,212)
<b>Revenues:</b>		
Interest Earnings	4,199	
Developer Fees	342,599	
SERAF Loan Pay back	119,699	
		<u>\$466,497</u>
<b>Expenditures:</b>		
Transfer Out - Lease Rev. Bond	149,427	
Transfer Out - Alta/Nebraska Roundabout	208,656	
Transfer Out - Roadway Segment Safety Proj.	50,000	
		<u>\$408,083</u>
<b>Ending Fund Balance</b>		<u><b>\$24,202</b></u>

<b>Police Fund Fund 253</b>		<b>Actual 2022/23</b>
Beginning Fund Balance 07/1/2022		\$51,578
<b>Revenues:</b>		
Interest Earnings	2,647	
Developer Fees	123,827	
		<u>\$126,474</u>
<b>Expenditures:</b>		
Machinery and Equipment	11,500	
		<u>\$11,500</u>
<b>Ending Fund Balance</b>		<u><b>\$166,552</b></u>

**CITY OF DINUBA**  
**DEVELOPMENT IMPACT FEE REPORT**  
**FY 2022/23**

<b>Parks Fund Fund 254</b>		<b>Actual 2022/23</b>
Beginning Fund Balance 07/1/2022		\$253,896
<b>Revenues:</b>		
Interest Earnings	9,396	
Developer Fees	177,626	
		<u>\$187,022</u>
<b>Expenditures:</b>		
Transfer Out- Entertainment Plaza Restrooms	405,577	
		<u>\$405,577</u>
<b>Ending Fund Balance</b>		<u><b>\$35,341</b></u>

<b>Storm Drain Fund Fund 255</b>		<b>Actual 2022/23</b>
Beginning Fund Balance 07/1/2022		(\$20,038)
<b>Revenues:</b>		
Interest Earnings	385	
Developer Fees	48,888	
Dirt Sales	500	
		<u>\$49,773</u>
<b>Expenditures:</b>		
Storm Drain Water Planning PH I	954	
Transfer Out - Euclid Imp. Project	13,910	
		<u>\$14,864</u>
<b>Ending Fund Balance</b>		<u><b>\$14,871</b></u>

<b>Fire Impact Fees Fund 256</b>		<b>Actual 2022/23</b>
Beginning Fund Balance 07/1/2022		\$732,375
<b>Revenues:</b>		
Interest Earnings	20,917	
Developer Fees	161,037	
		<u>\$181,954</u>
<b>Expenditures:</b>		
	0	
		<u>\$0</u>
<b>Ending Fund Balance</b>		<u><b>\$914,329</b></u>



## City Council Staff Report

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Department: Planning and Development

January 9, 2024

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**To:** Mayor and City Council

**From:** Karl Schoettler, City Planning Consultant

**Subject:** Ordinance No. 2024-01 Approving Zone Change for 1225 Euclid Avenue (Nieblas) KSch

### RECOMMENDATION

Introduce and conduct the first reading, waive reading in full, of Ordinance No. 2024-01, amending the City of Dinuba Zoning Map from "RA" (Residential Acreage) to "R-1-7.5" (Single Family Residential) for a 2.3-acre parcel (1225 Euclide Avenue).

### EXECUTIVE SUMMARY

The city received an application to rezone a 2.3-acre parcel located at 1225 Euclid Avenue from "RA" (Residential Acreage) to "R-1-7.5" (Single Family Residential (7,500 square foot minimum lot size)).

### OUTSTANDING ISSUES

None.

### DISCUSSION

The City of Dinuba received an application for a Parcel Map, a Variance, and a Zone Change for a 2.3-acre parcel located at 1225 Euclid Avenue (between Euclid and Timothy Avenues). The applicant, Mr. Frank Gomez, is proposing to subdivide the property into four lots with a remainder parcel. The Parcle Map and Variance were approved by the Planning Commission. The Zone Change requires approval by the City Council.

The application pertains to an existing 2.3-acre parcel situated between Euclid Avenue and Timothy Avenue, about 285 feet north of Lindera Avenue, and about 210 feet south of Roosevelt Elementary School (see Attachment "B" (Location Map) and Attachment "C" (Aerial Photo)).

The original request included:

1. Changing the zoning of the site from “RA” (Residential Acreage) to “R-1-7.5” (Single Family Residential). This request was approved by the Planning Commission and is now submitted for consideration by the City Council.
2. A Parcel Map to create four parcels and a remainder area. This request was approved by the Planning Commission but does not come before the City Council.
3. A Variance to allow three of the proposed parcels to have widths that are narrower than required by the R-1-7.5 zone. This request was also approved by the Planning Commission but does not come before the City Council.

The site is currently developed with several dwellings (and outbuildings) and contains a significant amount of undeveloped space, primarily on the west side of the lot. The site is currently zoned “RA” (Residential Acreage). This zone is also applied to parcels immediately to the north and south (see Attachment “D” (Existing Zoning map)).

The “RA” zone is generally applied to larger-lot residential areas; sometimes these are parcels that were developed in the County and later annexed into the city. The RA zone has a large minimum lot size requirement of 20,000 square feet. The zone is similar to the “R-1” zones (that primarily allow single family dwellings), except that the RA zone also allows limited keeping of farm animals.

The applicant began the process by proposing a Parcel Map (see Attachment “E”) to divide the site into four vacant lots and a fifth “remainder lot”. However, all of the proposed lots are smaller than is allowed in the “RA” zone (again, which requires a minimum lot size of 20,000 square feet). The proposed lots range in size from 7,519 square feet to 9,620 square feet (in addition to the remainder parcel that would contain 64,408 square feet).

In addition, three of the proposed lots are narrower than required by the R-1-7.5 zone (although these lots do contain a larger area than required by that zone). As noted above, the Planning Commission approved the proposed parcel map and also a Variance to allow the three lots that have widths narrower than required by the R-1-7.5 zone). To obtain approval for the parcel map, the applicant was advised that a zone change would also be required (to change to a residential zone that allows a smaller lot size).

Given the parcel sizes proposed by the applicant, the R-1-7.5 zone was determined to be the most applicable zone designation. This zone allows parcels as small as 7,500 square feet.

### Polling of Neighbors on Zone Change

When the application was received, staff noted that the zone change might be viewed as “spot zoning” (which means the zoning of a single parcel for a particular use or project). While spot zoning is not illegal, cities try to avoid it in certain situations.

However, these are usually in situations where very dissimilar uses might be located adjacent to one another (such as a commercial parcel in the midst of a residential neighborhood).

Staff sent notices of the zone change to the five owners of the other lots in the block that are zoned "RA", to gauge whether there was any interest on the part of these property owners to have their parcels similarly rezoned to the R-1-7.5 zone. Upon the conclusion of the polling the City received one response in support of their property being rezoned and one letter opposed to having their property rezoned. No responses were received from the remaining 3 property owners.

Based on this general lack of response, staff recommends the zone change only for the subject parcel at 1225 N. Euclid.

### Planning Commission Hearing

The Planning Commission conducted a public hearing on all three requests (zone change, parcel map and variance) on December 5, 2023. Following discussion and input by the applicant's agent, the Commission voted unanimously to approve the parcel map and variance and to recommend to the City Council approval of the zone change.

## **ENVIRONMENTAL ANALYSIS**

Staff is recommending the action be exempted from environmental review under CEQA (California Environmental Quality Act).

## **CONSULTATION/PUBLIC COMMENT**

As required by municipal code, the City mailed notices of the proposed use and public hearing to property owners within 300 feet of the site, and tenants within 100 feet of the site. As of the writing of this staff report, no inquiries had been made.

## **BACKGROUND INFORMATION:**

### **APPLICANT**

Edgardo Nieblas  
1225 N. Euclid Avenue  
Dinuba, Ca 93618

### **AGENT**

J. Frank Gomez  
452 N. Bates Ave.  
Dinuba, CA 93618

**LOCATION:** Located between Euclid Avenue and Timothy Avenue, approximately 970 feet north of Saginaw Avenue

**ASSESSOR PARCEL NUMBER:** 014-530-053

**SITE SIZE:** 98,208 square feet (2.25 acres)

**ZONING:** “RA” (Residential Acreage); Proposed: “R-1-7.5” (Single-Family Residential)

**GENERAL PLAN:** “Medium Density Residential”

**EXISTING LAND USE:** Single family dwellings, outbuildings and vacant land.

**ADJACENT LAND USES, ZONING, AND GENERAL PLAN DESIGNATIONS**

Direction	Current Use	Zoning	General Plan
North	Single family homes	“RA” (Residential Acreage)	“Medium Low Density Residential”
South	Single family homes	“RA” (Residential Acreage)	“Medium Low Density Residential”
East	Single family homes	“R-1-7.5” (Single Family Residential)	“Medium Low Density Residential”
West	Single family homes	R-1-10 (Single Family Residential)	“Medium Low Density Residential”

**FISCAL IMPACT**

None.

**PUBLIC HEARING**

A public hearing notice was published in the Mid Valley Times at least ten days before the City Council hearing.

**ATTACHMENTS:**

- A. Ordinance 2024-01
- B. Location Map

- C. Aerial Photo
- D. Existing Zoning Map
- E. Proposed Parcel Map



ATTACHMENT "A"

**ORDINANCE NO. 2024-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING THE ZONING OF ONE PARCEL LOCATED ON THE WEST SIDE OF EUCLID AVENUE AND THE EAST SIDE OF TIMOTHY STREET.**

**THE CITY COUNCIL OF THE CITY OF DINUBA HEREBY DOES ORDAIN:**

**SECTION 1.** FINDINGS.

- (a) The City of Dinuba administers a Zoning Ordinance (Title 17 of the Dinuba Municipal Code), including a map that designates all parcels of land with specific zoning classifications.
- (b) The purpose of zoning is to facilitate a well-planned City and to avoid land use conflicts, among other objectives.
- (c) The City has received an application to amend the Zoning of one parcel located on the west side of Euclid Avenue and the east side of Timothy Strteet. Currently the parcel is zoned "RA" (Residential Acreage). The parcel is proposed to be zoned R-1-7.5 (Single Family Residential (7,500 square foot minimum lot size).
- (d) The Assessor Parcel Number of the subject parcel is 014-530-053.
- (e) The purpose of the zone change is to allow for a Parcel Map to divide the site into four lots and a remainder area.
- (f) The proposed zone change is shown on Map 1.

**SECTION 2.** SEVERABILITY.

Each of the provisions of this ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 3.** The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

This Ordinance shall take effect and be in full force thirty (30) days from and after its adoption.

**SECTION 5.** The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Dinuba on the 9<sup>th</sup> day of January, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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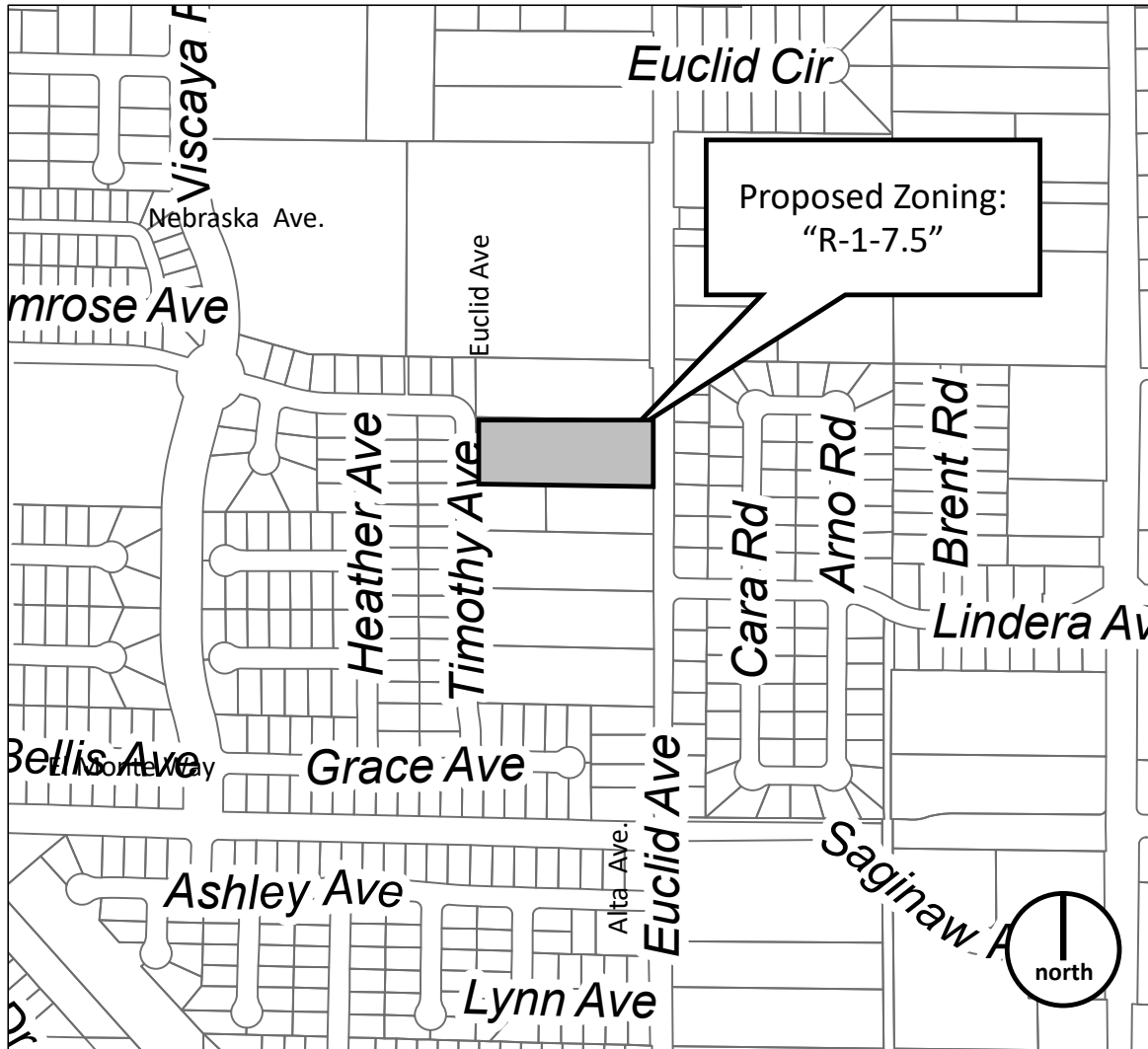
Maribel Reynosa, Mayor of the City of Dinuba

ATTEST:

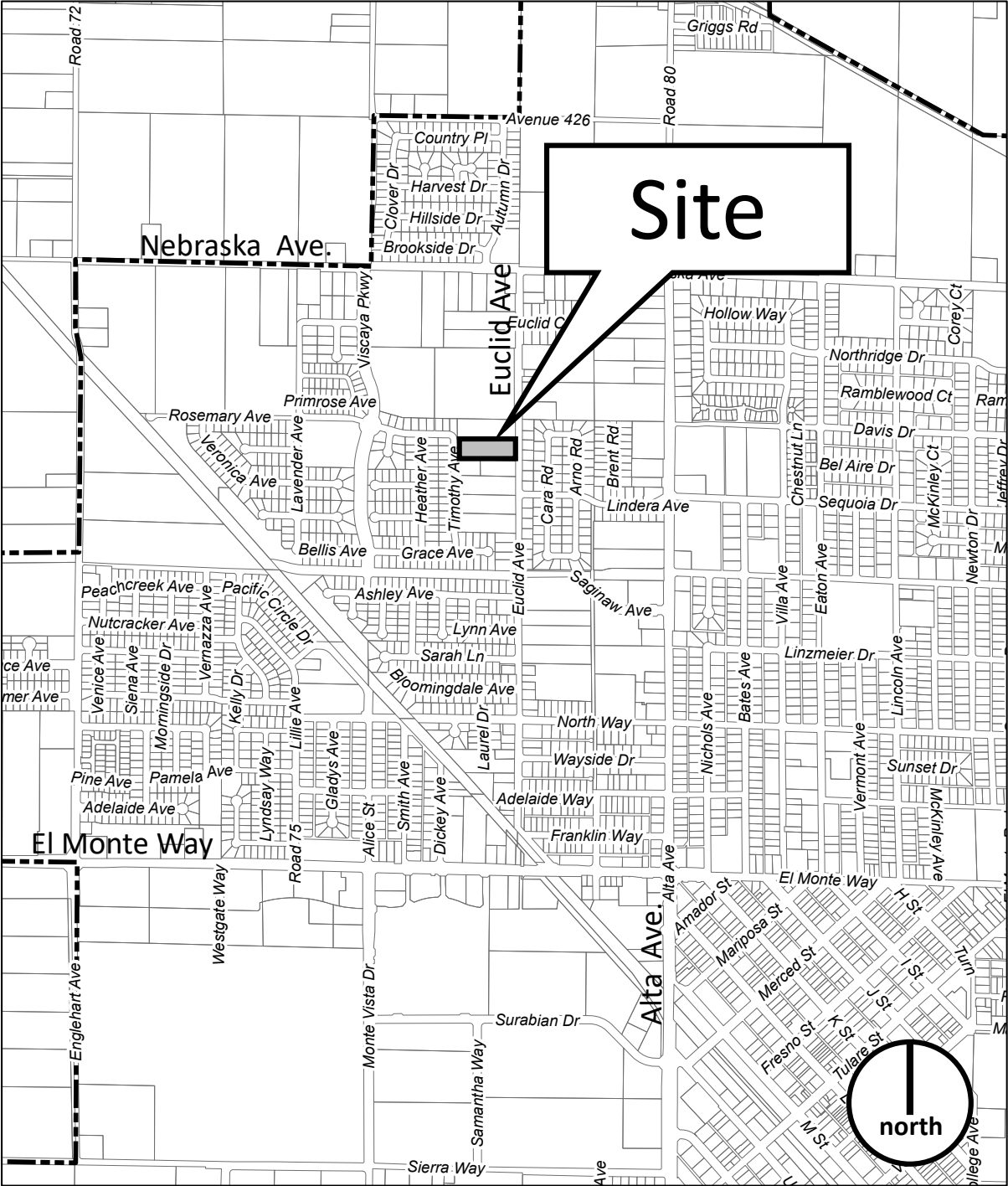
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Maria Ananiz, City Clerk

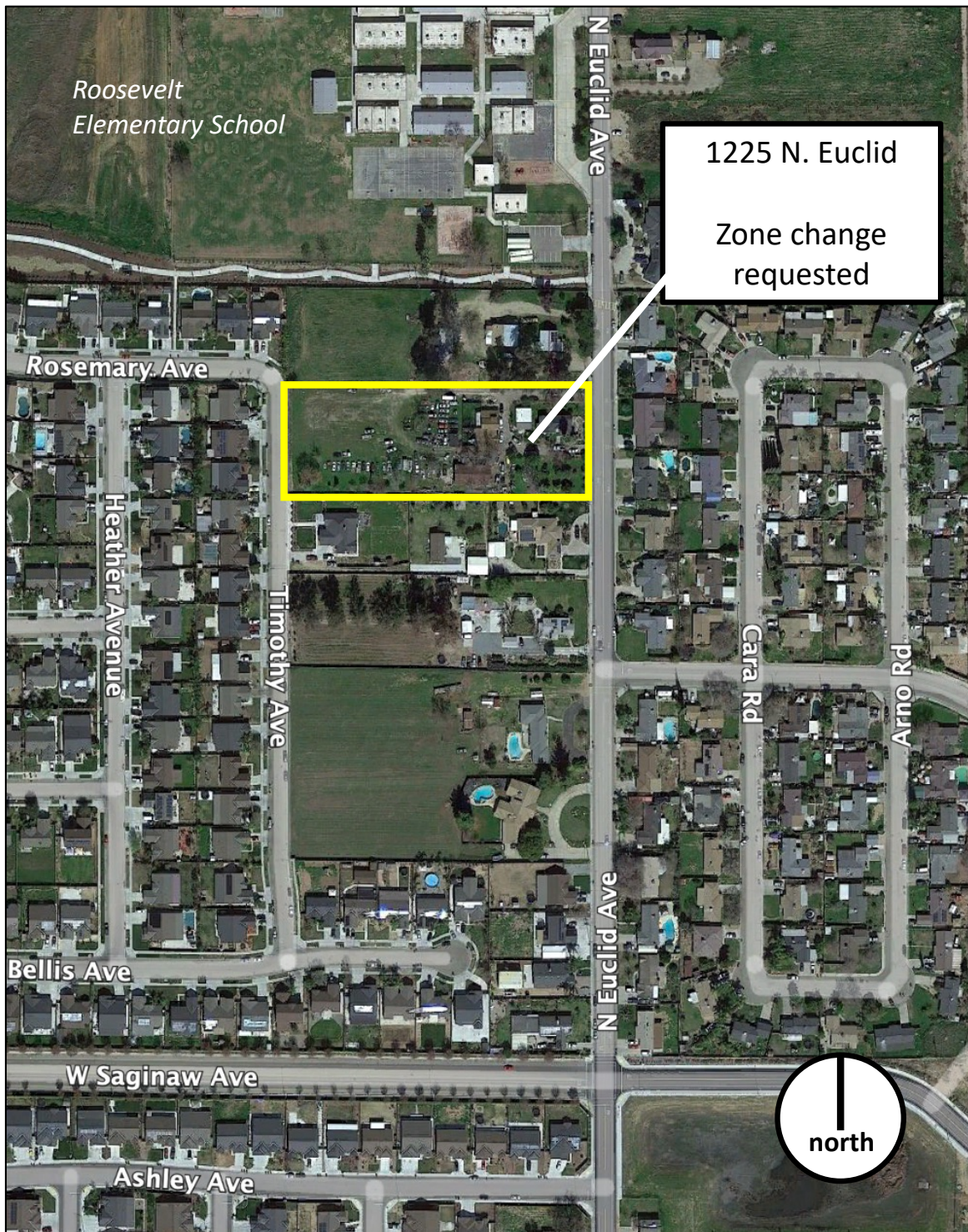
MAP 1



Attachment "B" (Location Map)

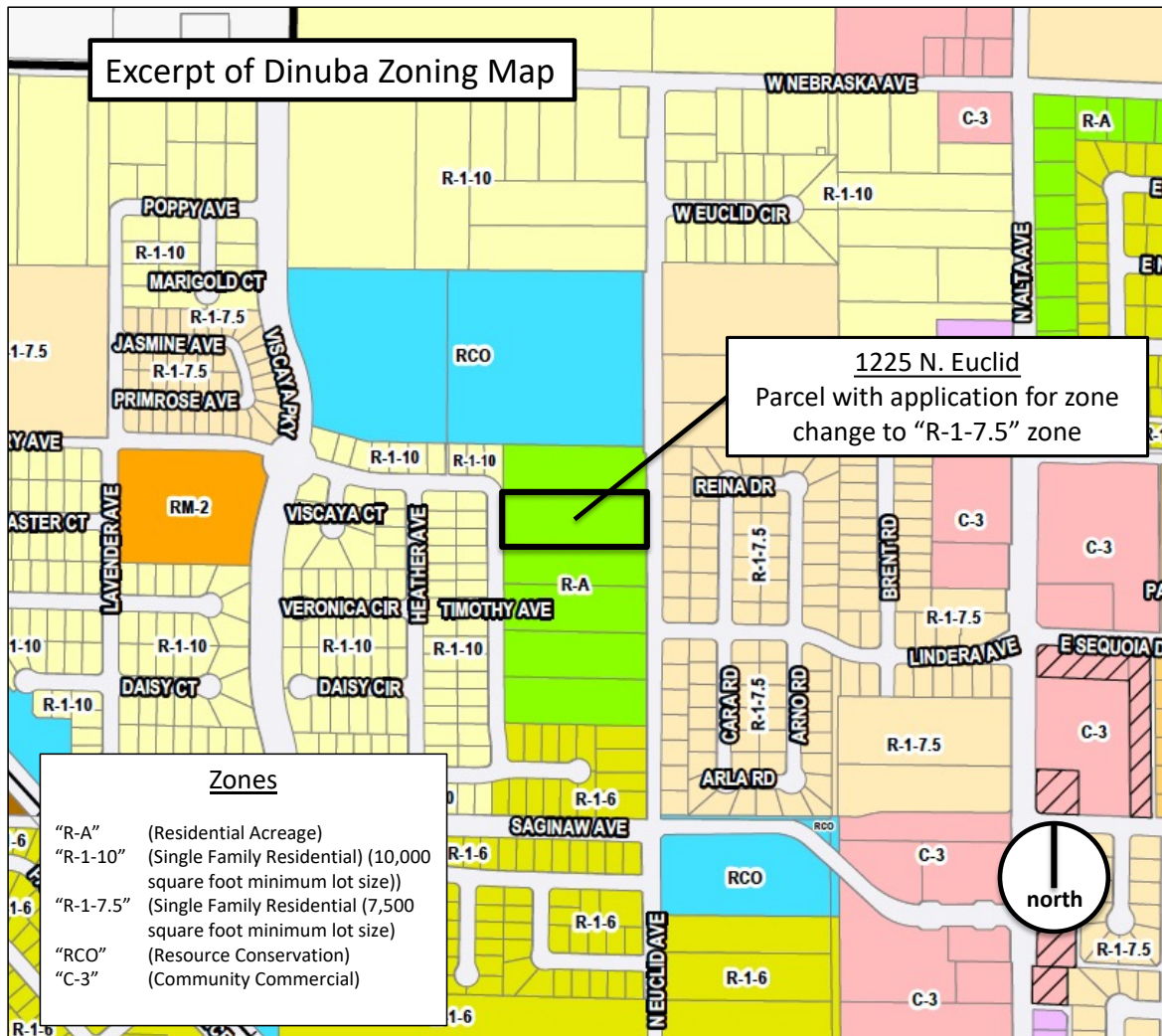


Attachment "C" (Aerial Photo)





## Attachment "D" (Existing Zoning)







## City Council Staff Report

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Department: PUBLIC WORKS

January 9, 2024

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**To:** Mayor and City Council

**From:** George Avila, Public Works Director

**Subject:** Authorization to Request Proposals for Franchise Agreement for Solid Waste, Recycling and Organics Collection (GA)

### RECOMMENDATION

Council authorize staff to request proposals for solid waste, recycling and organics collection services.

### EXECUTIVE SUMMARY

The City's current disposal franchise agreement will expire on June 30, 2025. The City's agreement with Pena's Disposal has been in place since October 13, 1981. The City Council has authorized four consecutive amendments extending the contract term to almost 44 years. Given this extended term, staff believes it would be appropriate to solicit formal bids for disposal services in order to ensure that customers are receiving competitive rates and service levels.

### OUTSTANDING ISSUES

None.

### DISCUSSION

Pursuant to the Dinuba Municipal Code, "all dwellings, apartment houses, and places of business in which refuse waste accumulates within the city shall be required to use the collection service of the city". The collection of waste material is an essential city service that promotes public health and enhances the community's quality of life. Over the years, the State of California has been at the forefront of increased waste management regulations. Much of its focus has been on increasing recycling rates, sustainable waste practices, and extending producer responsibility. The state has set ambitious goals for waste diversion and has implemented various programs to achieve these targets.

In the City of Dinuba, disposal management services are operated by a third-party



contractor. Since 1981 this contractor has been Pena's Disposal. The initial contract term was set to expire on November 1, 1986. However, the city has approved four consecutive extensions on the following dates:

May 27, 1986	Extended 5 years and 8 months
April 24, 1990	Extended additional 10 years
November 13, 1996	Extended additional 10 years
October 7, 2009	Extended additional 15 years

The amendment processed in 2009 extended the contract term to June 30, 2025. In total, the City's agreement with Pena's Disposal has been approved for almost 44 years. In an effort to ensure Dinuba residents are getting the most competitive rates and highest quality service, staff is recommending that the subject agreement be bid through a formal bidding process. This includes announcing a request for proposals (RFP) in relevant clearing houses and accepting proposals from all qualified vendors. Considering the complexities and time associated with this process the staff plans on retaining a third-party consultant to assist in the preparation of the RFP, the contractor review and selection process, and preparation of the new agreement.

Below is a potential timeline for the proposed bidding process:

March 2024	Prepare Request for Proposals (RFP) package
April 2024	Issue Request for Proposals
June 2024	Deadline to submit proposal
August 2024	Interview and rank proposers
October 2024	Select waste hauler
November 2024	Negotiate new agreement
December 2024	Finalize new agreement and present to City Council
July 2025	New agreement begins

Although the timeline is subject to change, the goal is to begin the process as early as possible in order to provide sufficient time for staff to prepare & release the RFQ, review and rate proposals, and negotiate a new agreement.

## **FISCAL IMPACT**

There is no fiscal impact associated with the recommended action.

## **PUBLIC HEARING**

None.



## City Council Staff Report

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Department: CITY MANAGER'S OFFICE

January 9, 2024

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**To:** Mayor and City Council

**From:** Maria Alaniz, City Clerk/Human Resources Director

**Subject:** Resolution No. 2024-04 Nominating Elizabeth Wynn, City of Visalia Councilmember for the Appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District - Large City Representative (MA)

### RECOMMENDATION

Council to adopt Resolution No. 2024-04 nominating Elizabeth Wynn, City of Visalia Councilmember for the appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District as large city representative.

### EXECUTIVE SUMMARY

The San Joaquin Valley Air Pollution Control District advised that there is currently a vacancy on the District's Governing Board that must be filled by a city representative from a "large" city, having a population of 100,000 or more, within Tulare County. The City of Visalia is the only city that meets the population threshold and is nominating Councilmember Elizabeth Wynn to fill the vacancy.

### OUTSTANDING ISSUES

None.

### DISCUSSION

The City of Dinuba received a letter dated November 9, 2023, from the San Joaquin Valley Air Pollution Control (SJVAPC) District advising that there is a vacancy on their Governing Board for a "large" city representative consisting of a population over 100,000. A copy of the letter is enclosed as Exhibit 'A' to Resolution No. 2024-04 enclosed as Attachment 'A'.

The City of Visalia is the only eligible city in Tulare County with a population exceeding 100,000. Visalia Councilmember Elizabeth Wynn is being nominated to fill

the vacant position on the SJVAPD District Board. Per the procedures adopted by the ValleyWide Special City Selection Committee, the Dinuba City Council must adopt Resolution No. 2024-04 formally nominating Elizabeth Wynn as the large city representative.

### **FISCAL IMPACT**

None.

### **PUBLIC HEARING**

None Required.

### **ATTACHMENTS:**

A. Resolution No. 2024-04

## RESOLUTION 2024-04

### A RESOLUTION OF THE CITY COUNCIL ADOPTING THE NOMINATION OF ELIZABETH WYNN FOR THE APPOINTMENT TO THE GOVERNING BOARD OF THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT – LARGE CITY REPRESENTATIVE

**WHEREAS**, Health and Safety Code Section 40600.5 created a Special City Selection Committee for the appointment of city members of the San Joaquin Valley Air Pollution Control District (District) Governing Board, and,

**WHEREAS**, The Special City Selection Committee has adopted procedures and a rotation schedule for making their appointments, and based upon the adopted rotation schedule a city council member representing a city with a population of less than 100,000 from Tulare County shall be appointed to the District Governing Board; and

**WHEREAS**, In selecting a nominee for appointment by the Special City Selection Committee to the District Governing Board, the City Council considered the application materials from the eligible candidates; and

**WHEREAS**, The vote to select a nominee took place as an item on the publicly noticed agenda and was discussed during the normal city council meeting with time for the public comment.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Dinuba nominate Elizabeth Wynn to the Special City Selection Committee for appointment to the District Governing Board.

**PASSED, APPROVED, AND ADOPTED** this 9<sup>th</sup> day of January 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

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Maribel Reynosa, Mayor

ATTEST:

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City Clerk



**San Joaquin Valley**  
AIR POLLUTION CONTROL DISTRICT



**GOVERNING BOARD**

**Vito Chiesa, Chair**  
Supervisor, Stanislaus County

**Deborah Lewis, Vice Chair**  
Councilmember, City of Los Banos

**Drew M. Bessinger**  
Councilmember, City of Clovis

**David Couch**  
Supervisor, Kern County

**Rosa Escutia-Braaton**  
Councilmember, City of Modesto

**Robert Macaulay**  
Supervisor, Madera County

**Buddy Mendes**  
Supervisor, Fresno County

**Tania Pacheco-Werner, PhD.**  
Appointed by Governor

**Lloyd Pareira**  
Supervisor, Merced County

**Alvaro Preciado**  
Mayor, City of Avenal

**Gilberto Reyna**  
Councilmember, City of Wasco

**Robert Rickman**  
Supervisor, San Joaquin County

**Rusty Robinson**  
Supervisor, Kings County

**Alexander C. Sherriffs, M.D.**  
Appointed by Governor

**Amy Shuklian**  
Supervisor, Tulare County

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**Samir Sheikh**  
Executive Director  
Air Pollution Control Officer

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Northern Region Office  
4800 Enterprise Way  
Modesto, CA 95356-8718  
(209) 557-6400 • FAX (209) 557-6475

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Central Region Office  
1990 East Gettysburg Avenue  
Fresno, CA 93726-0244  
(559) 230-6000 • FAX (559) 230-6061

---

Southern Region Office  
34946 Flyover Court  
Bakersfield, CA 93308-9725  
(661) 392-5500 • FAX (661) 392-5585

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November 9, 2023

Maria Alaniz, City Clerk  
405 E. El Monte  
Dinuba, CA 93618

**RE: APPOINTMENT TO THE GOVERNING BOARD OF THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT – LARGE CITY REPRESENTATIVE**

Dear Ms. Alaniz:

There is currently a vacancy on the San Joaquin Valley Air Pollution Control District (District) Governing Board that must be filled by a city representative from a "large" city, having a population of 100,000 or more, within Tulare County.

Pursuant to the Health and Safety Code Section 40600.5, appointments to the District Governing Board will be made by the San Joaquin Valley Special City Selection Committee (Committee). According to the procedures adopted by the Committee, the next step in the appointment process is for all cities within Tulare County to select a candidate from the applicants for the vacant position, as follows:

**• Councilmember Elizabeth Wynn, City of Visalia**

Per the procedures adopted by the Valleywide Special City Selection Committee, your City Council must hold a vote to either nominate the applicant listed above to the Committee for appointment to the District Governing Board, or reject the applicant. The vote must take place as an item on your City Council's publicly noticed agenda, and be discussed during your regularly scheduled City Council meeting. Attached is a sample resolution for your consideration. Also attached is a copy of the proposed candidate's application.

In order for your city's vote to be counted towards nomination to the Committee, you must return a copy of your City Council Resolution on this matter to the District by January 5, 2024, to the following email address:

APPOINTMENT TO THE GOVERNING BOARD OF THE SAN JOAQUIN VALLEY AIR POLLUTION  
CONTROL DISTRICT – LARGE CITY REPRESENTATIVE

November 9, 2023

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Samir Sheikh Executive Director/APCO

c/o

Katrina Rojas, Deputy Clerk to the Board, [Katrina.Rojas@valleyair.org](mailto:Katrina.Rojas@valleyair.org)

Thank you in advance for your timely action on this matter. Should you have any questions or concerns, please do not hesitate to contact Ms. Katrina Rojas, Deputy Clerk to the Boards, by phone at (559) 230-6001, or via email at [katrina.rojas@valleyair.org](mailto:katrina.rojas@valleyair.org).

Sincerely,



Samir Sheikh  
Executive Director/APCO

Attachments:

Sample Resolution (1 page)

Elizabeth Wynn Candidate Application (3 pages)



# San Joaquin Valley

## AIR POLLUTION CONTROL DISTRICT

### APPLICATION FOR APPOINTMENT AS A CITY REPRESENTATIVE ON GOVERNING BOARD OF THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

If you are an elected official on the city council for the City of Visalia, you may submit an application for appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District.

<b><u>Applicant Name:</u></b>	Elizabeth Wynn
<b><u>Residence Address (Must live within the boundaries of the San Joaquin Valley APCD):</u></b>	██████████ Visalia, Ca 93277
<b><u>Mailing Address:</u></b>	
<b><u>Telephone:</u></b> ( ██████████ )	( ██████████ )
Primary	Alt.
<b><u>Email Address:</u></b>	
	liz.wynn@visalia.city
<b><u>Applicant Signature:</u></b>	<i>Elizabeth Wynn</i>
	Date: 10/20/2023

Please submit this form along with a candidate statement and any other pertinent information (e.g., resume, education, experience) that you desire to be considered to the email below. **Please limit candidate statement to no more than one page.** Please complete this application and return it by **November 3, 2023**. Incomplete applications will not be accepted.

Samir Sheikh  
Air Pollution Control Officer  
San Joaquin Valley APCD  
c/o  
Katrina Rojas, Deputy Clerk to the Board  
[katrina.rojas@valleyair.org](mailto:katrina.rojas@valleyair.org)

RECEIVED

OCT 24 2023

CLERK OF THE BOARDS  
SJVAPCD

**Elizabeth Wynn, Council Member  
City of Visalia  
2021 - Present**

My mission in life is to contribute to my community through work, social, and family relationships.

**Council Activities: City representative on Tulare County LAFCO, Tulare County Transit Association (alternate), Tulare County Homeless Alliance. SJVAPCD Large City Rep.**

**Employment:**

***Kaweah Health Foundation,*** [REDACTED]

**Foundation Director (1/2019 – present)**

I currently serve as Foundation Director whose mission exists to support the needs of Kaweah Health. Under my leadership our volunteer board of directors has successfully completed three major campaigns through fundraising and serving as ambassadors in our community. As a result of these recent efforts over nine million dollars in new technology, state of the art medical equipment and patient improvements have been completed. As the largest community health care district in the State, Kaweah Health serves all residents with care and compassion regardless of ability to pay. With one of the largest Medi-Cal populations in the State, it is difficult for the District to provide funding to keep pace with rapidly changing medical technology and equipment. I believe everyone deserves quality healthcare and my role at the Foundation is to work with community members, private foundations and government entities to find ways to fund the needs of the District in their mission to provide excellence in healthcare.

***Visalia Emergency Aid Council,*** [REDACTED]

**Executive Director (7/1/2014 – 12/2018)**

After spending nine years in the Seattle area I returned home to provide leadership and direction for Visalia Emergency Aid Council (VEAC). The mission of VEAC is to provide food, clothing and shelter for families in need throughout Visalia and Tulare County. I led the organization through a major building campaign for a 6,000 sq.ft. pantry and new administrative offices. As the COVID pandemic hit the Valley, the newly expanded warehouse was a critical resource in distributing food to record numbers of families in need in 2020-21. I also worked collaboratively with other social service organizations to form partnerships to avoid duplication of services and support the success of all.

**July 2005 – June 2014** My husband and I moved to Seattle to support a growing church led by a close friend. During that time we helped with the expansion of a youth center, 2500 seat worship center and preschool. I established two non-profit organizations to serve youth and disadvantaged individuals that are still active.

***Self-Help Enterprises (SHE) - P.O. Box 6520, Visalia, CA 93290 (Non-profit affordable housing developer)***  
**Assistant Program Manager New Homes Division 1/2002 – 7/2005**

***QUAD/Knopf, 5110 W. Cypress, Visalia, CA 93277 (Planning/Engineering/Architectural Consultants)***  
**Vice President/Planner III (9/83 - 10/97)**

**Education:** B.A. Human Resources Fresno Pacific University, 1995  
A.A., Business, College of the Sequoias, 1992  
American Institute of Certified Planners, (AICP) 1997

**Volunteer Activities:**



City Council Member, Aug. 2021 - present  
Planning Commissioner, City of Visalia, July 2004 – July 2005, June 2014- June 2019 (Chair)  
Woman of the Year, 26<sup>th</sup> Assembly District, 2021  
COS Hall of Fame Inductee, 2019  
City of Visalia Housing Element Task Force 2016  
Planning Policy Task Force, City of Visalia, November 2004- July 2005.  
President – Rotary Club of Visalia 2021-2022  
Board of Directors, Rotary Club of Visalia, 2015-2022  
Established 501c3 for Downtown Rotary Foundation to secure funding for local and international non-profits.  
Visalians for Measure A (school bond), Asst. Treasurer 2018  
Children's ministry Volunteer – Neighborhood Church 2016-2021  
Kaweah Delta Community Advisory Committee 2017 - 2019  
Volunteer Mentor, Leadership Visalia 2015-2019  
Visalia Economic Development Council – Interim Executive Director 2000-2001  
Chairperson and committee member, Visalia Chamber of Commerce Christmas Tree Auction 1986-91.  
Volunteer coach, board member and concession chair for numerous children's athletic groups.  
Board Member, Visalia Education Foundation, 1996-2000.  
Founding Board Member, Naz Sports, 1991 Established 501c3 for this large sport organization.  
Young Visalian of the Year for community service, 1995, City of Visalia/Visalia Jaycees  
Volunteered for numerous local political races for School Bonds, City Council, TC Sheriff, etc.