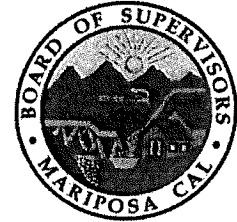




# MARIPOSA COUNTY

Public Works • (209) 966-5356



## **RESOLUTION - ACTION REQUESTED 2015-288**

MEETING: June 16, 2015

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: Approve Agreement with Advanced Reliability Technologies

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve Professional Services Agreement with Advanced Reliability Technologies (ART) LLC for a Not to Exceed Amount of \$144,495; Request a Loan from the General Fund, in the Amount of \$91,335, in Fiscal Year 2015-2016 to Fund Yosemite West Maintenance and Coulterville Maintenance Portions of This Agreement, and Authorize the Board of Supervisors Chair to Sign the Agreement.

The agreement will provide professional engineering services to the seven (7) Special Districts administered by the County. The contract expense will be budgeted as follows based on the number of customers served by each district:

Coulterville Water and Sewer Districts \$33,180

Yosemite West Water, Sewer and Roads Districts \$58,155

Don Pedro Sewer District \$44,954

Mariposa Pines Sewer District \$8,206

The General Fund loan request for fiscal year 2015-2016 will be for the Yosemite West Maintenance District (fund #322) portion and the Coulterville Maintenance (fund #314) portion, totaling \$91,335. The loans will be at no interest and will be repaid from the maintenance district receipts as funds are available over the course of the next 5 to 7 years. The loan amounts have been included in the Requested Fiscal Year 2015-16 Budget.

The Scope of Work will be to update the Operations and Maintenance Plans, create a five year Capital Improvement Program and determine a proposed Rate Structure for each district.

Costs associated with preventive maintenance and corrective maintenance programs, training needs, changing compliance needs, changing chemical and energy costs and staffing requirements set by regulatory agencies have severely impacted recent

budgets. Current rate structures for these districts have not adequately provided the necessary revenue to maintain and operate these plants. With regulations becoming more restrictive from State agencies, the future costs will only increase over time.

The Department believes that this report will provide the necessary information to objectively evaluate the conditions and costs associated with each district. The report will provide the justification in setting the proposed rates for each district to satisfy State regulations, repay the General Fund loans and to properly operate and maintain each district.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**

In July, 2014 a Request For Proposal (RFP) was circulated for the preparation of a rate study and Engineer's Report.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the Agreement. The result of this action would be the County not having enough revenue to comply with Regional Water Quality Control Board mandates.

**FINANCIAL IMPACT:**

The requested amounts for this Agreement have been included in the Fiscal Year 2015-2016 budget requests. The total General Fund loan request is \$91,335.

**ATTACHMENTS:**

ART Professional Services Agreement (PDF)

**CAO RECOMMENDATION**

Requested Action Recommended

*Mary Hodson*

Mary Hodson, CAO

6/10/2015

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Rosemarie Smallcombe, District I Supervisor

**SECONDER:** Marshall Long, District III Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Carrier

15-035

**PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT is made this 16<sup>th</sup> day of July, 2015 between:

COUNTY: Mariposa County Department of Public Works  
4639 Ben Hur Road  
Mariposa, CA 95338

and

CONTRACTOR: Advanced Reliability Technologies, LLC (ART)  
One Pinnacle Way  
Pasadena, TX 77504

**ARTICLE 1. TERM OF AGREEMENT**

- 1.01** Agreement Term: This Agreement shall become effective on June 16, 2015, and shall terminate on June 30, 2016, unless terminated in accordance with the provisions of Article 7 of this Agreement.

**ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

- 2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.
- 2.02** Contractor Qualifications: Contractor represents that it has the necessary competence, experience and qualifications for the services to be performed.
- 2.03** Agreement Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Agreement.

**ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR**

- 3.01** Scope of Services: Contractor agrees to perform the services as described on Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with County and the results of the work shall be monitored by the Public Works Director or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

#### **ARTICLE 4. COMPENSATION**

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of **\$144,495** for services as described above. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

- Total sum to be paid upon completion of services,  
or  
 Incremental payments based on the following schedule:  
Submittal of monthly invoices

**Funding Source:**    **314-0903-853-0418 (Coulterville)**  
                                  **322-0912-871-0418 (Yosemite West)**  
                                  **316-0905-855-0418 (Don Pedro)**  
                                  **320-0909-859-0418 (Mariposa Pines)**

- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.
- 4.03** Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

#### **ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

- 5.01** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide

working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

- 5.02** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, to the extent caused by the negligent performance of services by Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars (\$1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.03** General Liability and Automobile Insurance: During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least \$1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
- 5.04** Professional Liability Coverage: Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.
- 5.05** Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02, 5.03 and 5.04 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.
- 5.06** Workers' Compensation: During the term of this Agreement Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
- 5.07** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any

penalties and interest on such contributions, which would otherwise be the responsibility of County.

**5.08** State and Federal Taxes: As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:

- a) County will not withhold FICA (Social Security) from Contractor's payments;
- b) County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c) County will not withhold state or federal income tax from payment to Contractor;
- d) County will not make disability insurance contributions on behalf of Contractor;
- e) County will not obtain workers' compensation insurance on behalf of Contractor.

**5.09** Records: It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

**5.10** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

**5.11** Assignability of Agreement: It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

## **ARTICLE 6. OBLIGATIONS OF COUNTY**

**6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

**6.02** Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

## **ARTICLE 7. TERMINATION OF AGREEMENT**

**7.01** Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

**7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.

**7.03** Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

**7.04** Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

## **ARTICLE 8. GENERAL PROVISIONS**

**8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

**8.02** Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.

**8.03** Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the

same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

**8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

**8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

**8.07** Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

**COUNTY:**

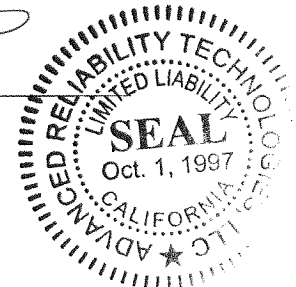
*Merlin Jones* 7-8-15  
MERLIN JONES Chairman  
Mariposa County Board of Supervisors

7-8-15  
Date:

**CONTRACTOR:**

*[Signature]*  
(Signature)

7/1/15  
Date:



**APPROVED AS TO FORM:**

*Steven W. Dahlem*  
STEVEN W. DAHLEM  
County Counsel

7-13-15  
Date:

**REVIEWED BY:**

*Tony Stobbe*  
TONY STOBBE  
Public Works Director

7/16/15  
Date:





Advanced Reliability Technologies, LLC

## EXHIBIT "A"

August 7, 2014

Proposal: MACA-14-002

Mr. Gary Taylor  
Assistant Director  
County of Mariposa  
4639 Ben Hur Road  
Mariposa, CA 95338

### Re: Scope of Work for the Preparation of Capital Improvement Plans

Dear Mr. Taylor:

Advanced Reliability Technologies (ART) is pleased to have this opportunity to submit this proposal and estimate the level of effort to the County of Mariposa Public Works Department (County) for our team to provide professional engineering for the preparation of Capital Improvement Plans for the Seven (7) Special Districts administered by the County. As stated in our Statement of Qualifications, we believe that we have the understanding, the Project Team, and an effective approach to assist the County with developing all the Capital Improvement Plans.

### Project Objectives

ART understands that the County's objective is to develop and prepare Capital Improvement Plans and operation and maintenance plans for the seven special districts and to examine financing strategies for these plans. These plans would assist the County with making financial decisions to sustain the existing infrastructure for the next five years. The CIP Plans would also service as templates to update the baseline CIP that will be developed in the near future with the winning consultant. Factors that will drive the projects included in the capital improvement plans are growth, changing regulations, and the condition of existing facilities. Factors that will impact O&M activities include the adequacy of the current preventive maintenance and corrective maintenance programs, training needs, changing compliance needs, efficiency opportunities, changing chemical and energy costs and staffing requirements set by regulatory agencies. In terms of the special districts and the boundaries of the project, our team has identified the following district to be included in the scope of our services:

1. Yosemite West Road Maintenance
2. Yosemite West Wastewater Treatment Maintenance and Operations
3. Yosemite West Water Treatment Maintenance and Operations
4. Coulterville Wastewater Treatment Maintenance and Operations
5. Coulterville Water Treatment Maintenance and Operations
6. Don Pedro Wastewater Treatment Maintenance and Operations
7. Mariposa Pines Wastewater Treatment Maintenance and Operations

#### CONFIDENTIALITY NOTICE

This Proposal is from Advanced Reliability Technologies, LLC and is for the sole use of the intended recipient(s), and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited.

## Scoped of Services

This section summarizes the anticipated scope of work to update the Operations and Maintenance Plan, create a five year Capital Improvement Program and determine a proposed Rate Structure. Per the Request for Qualifications, the County laid out six primary objectives. Our team simply used the objectives and re-labeled the objectives as tasks that made up the overall scope of work for the project. We also identified an opportunity to include an optional task. Our team is prepared to provide the County the following services.

### Task 1: Review of Current Status of Water, Sewer and Road Infrastructure

#### 1.1 Review and Evaluate Existing Documents

The ART Project team lead by Provost & Pritchard will review any existing documents necessary to familiarize themselves with the project background. The existing documents could consist of the following elements:

- Review existing Master Plan or phasing documents
- Review current and recent budgets for water, wastewater and road maintenance
- As-Built documents for water and sewer facilities including roadways, signs, signal lighting, pipelines, pump stations, reservoirs and treatment plants
- Information current land use and development plans
- Historical water production data (monthly and daily)
- Water supplies studies (i.e. water demand growth projects and demand projections) previously completed on various water supply options
- Sewer capacity studies previously completed on I&I issues and septic system conversions
- Asset inventories with age and condition of existing infrastructure

#### 1.2 Site Visit

The ART Project Team shall conduct a site visit to each of the Districts to familiarize themselves with the facilities.

**Deliverable:** Technical Memorandum-1 will provide a summary of our findings from the information provided by the County staff, and the information gathered during the site visit.

### Task 2: Review existing Maintenance and Operations Plans

#### 2.1 Summary of Historical Maintenance Procedures

The ART Project Team will obtain maintenance records. Using this data, ART will evaluate the personnel responsible for maintenance, staffing resources and facilities including tools, needed for maintenance, funding sources for on-going maintenance, past maintenance activities, work order tracking, spare parts strategy, repair procedures for equipment deemed critical, and asset registers.

#### 2.2 Summary of Historical Operational Procedures

The ART Project Team will obtain operational records. Using this data, ART will evaluate the personnel responsible for operations, human resources and facilities including tools needed for operations, funding sources for on-going operations, historical NOV's, reporting protocol, standard operating procedures

documentation, safety meetings/topics, operator surveillance sheets, lab collection, process control strategies, day to day work execution and routes.

**Deliverable:** Technical Memorandum-2 will provide a summary of the County's O&M business processes and provide a baseline as to how the County staff conducts day to day management of the assigned facilities. The Technical Memorandum will also provide a gap analysis to help identify where the County needs to be relative a best in class managed program.

### **Task 3: Review and Evaluate Yosemite West Roadways**

#### **3.1 Perform a field review of the existing roadways**

The ART Project Team will obtain record drawings, past geotechnical reports, and conduct a field review of the roadways to ascertain the condition and recommended action plans for the roadways. The field review may include corings of the existing roadways and other non-invasive investigations of the condition of the existing infrastructure. Consideration would be given to the extreme weather conditions and site specific maintenance issues associated with activities such as snow plowing.

#### **3.2 Prepare a CIP for Road Maintenance**

Upon consultation with the Mariposa Public Works Department, a CIP will be prepared for the maintenance and sustainability of the roadways within the Yosemite West subdivision. The CIP would include estimated costs, schedule of improvements/maintenance, and potential funding sources.

**Deliverable:** Technical Memorandum-3 will provide a summary of the County's roadway infrastructure at Yosemite West. This will provide a baseline, relative to the condition of the roadways, to develop the capital improvements plan for sustaining a safe and reliable system.

### **Task 4: Develop 5-year Capital Improvement Program**

#### **4.1 Develop Project Category Descriptions**

The ART Project Team lead by John Robinson will develop projects for water and sewer that are supported by Task 1. This will consist of project detail by project category, project title, category, focus area, location, estimated date when needed, estimated date to start budgeting the project, estimated cost including soft costs and current and potential funding sources.

#### **4.2 Financial Summary (Deliverable)**

The ART Project Team will develop a financial spreadsheet listing the capital projects that have been prioritized for the next five years. The project spreadsheets will show project schedules and estimated annual project costs for each project in the next 5-8 year window. Total annual project costs will then be compared to estimated total annual revenue from all sources to re-balance schedules based on cash flow considerations. The final product will provide an estimate of the total annual capital improvement budget for the next 5-8 years.

### **Task 5: Creation of an updated Operations and Maintenance Plan**

#### **5.1 Preparation of O&M Plan**

ART Project Team will prepare one electronic copy of a draft updated operations and maintenance plan. We will conduct a failure mode effects analysis and a systems operability analysis for each of the water

and wastewater systems. In addition we will make suggestions on the staffing levels required to sustain a reliable performance from each of the facilities. Lastly, the O&M life cycle costs will be conducted and included as part of the CIP planning and engineering report.

## **5.2 Preparation of Final O&M (Deliverable)**

After receiving, reviewing and responding to comments from the County and stakeholders, the ART Project Team will present the final updated operations and maintenance plan to the Board of Supervisors for adoption. ART will prepare 10 hard copies and one electronic copy in a CD including the entire report in PDF format and individual files in native format (MS Word, Excel, and GIS shape files).

## **Task 6: Engineering Report**

### **6.1 Preparation of Draft Engineering Report**

ART Project Team will prepare one electronic copy of a draft engineering report which will include:

- Major CIP Projects to be designed by fiscal year with map
- Current funding available and debt management policies
- Regulatory requirements.

### **6.2 Preparation of Final Report (Deliverable)**

After receiving, reviewing and responding to comments from the County and stakeholders, the ART Project Team will present the final engineering report to the Board of Supervisors for adoption. ART will prepare 10 hard copies and one electronic copy in a CD including the entire report in PDF format and individual files in native format (MS Word, Excel, and GIS shape files).

## **Task 7: Proposed Rate Structure**

The ART Project Team lead by Douglas Dave of Bartle Wells Associates will prepared an updated rate structure for the County. The proposed rate structure will support the operations and maintenance plan as well as the 5-year CIP. The updated rate structure could potentially have the following outline:

1. Rate Setting Principles
2. Water Rate Analysis
3. Sewer Rate Analysis
4. Road Infrastructure Analysis
5. Recommended Charges both fixed and commodity
6. Customer Impacts

This document is a key element to fund on-going operations and maintenance as well as any future capital improvement program.

**Deliverable:** Technical Memorandum-4 will provide an updated Rate Structure for the County for the assigned facilities.

Task	Project Team Role	G. Fejansig \$175	J. Robinson \$165	W. Troxel \$195	G. Hackney \$175	G. Melzner \$125	L. Hudson \$110	Total Hours	ART Labor Cost	Subconsultant Provost & Pritchard	Subconsultant Bartis Wells Associates	Total Fee
<b>1 Task Description</b>												
Review of Current Status of Infrastructure												
1.1	Review and Evaluate Existing Decks											
1.1.1	Yosemite West		2	2	4	4	2	14	\$ 2,140	\$ 2,133	\$ 940	\$ 5,213
1.1.2	Courterville		2	2	4	4	2	14	\$ 2,140	\$ 2,133	\$ 705	\$ 4,978
1.1.3	Mariposa Pines		2	2	4	4	2	14	\$ 2,140	\$ 2,133	\$ 705	\$ 4,978
1.1.4	Don Pedro		2	2	4	4	2	14	\$ 2,140	\$ 2,133	\$ 705	\$ 4,978
1.2	Site Visit	16	16	16	16	16	16	80	\$ 12,320	\$ -	\$ 2,820	\$ 15,140
	TM-1	4				8	8	20	\$ 2,580	\$ 2,068	\$ -	\$ 4,648
	<b>Task-1 Subtotal</b>	\$3,500	\$3,960	\$4,680	\$2,800	\$5,000	\$3,520	156	\$ 23,460	\$ 10,600	\$ 5,875	\$ 39,935
<b>2 Review Existing Maintenance and Operations Plans</b>												
2.1	Summary of Historical Maintenance Procedures			2		16	8	26	\$ 3,270	\$ -	\$ -	\$ 3,270
2.2	Summary of Historical Operational Procedures			2		16	8	26	\$ 3,270	\$ 1,443	\$ -	\$ 4,713
2.3	Gap Analysis (FMEA)	40		2		8	8	58	\$ 9,270	\$ 975	\$ -	\$ 10,245
2.5	TM-2	4		2		4	16	26	\$ 3,350	\$ -	\$ -	\$ 3,350
	<b>Task-2 Subtotal</b>	\$7,700	\$0	\$1,560	\$0	\$5,500	\$4,400	136	\$ 19,160	\$ 2,418	\$ -	\$ 21,578
<b>3 Review and Evaluate Yosemite West Roadways</b>												
3.1	Perform Field Review of Existing Roadways							0	\$ -	\$ 1,865	\$ -	\$ 1,865
3.2	Prepare a CIP for Road Maintenance							0	\$ -	\$ 6,875	\$ -	\$ 6,875
3.3	TM-3	4	4			4	4	12	\$ 1,800	\$ -	\$ -	\$ 1,800
	<b>Task-3 Subtotal</b>	\$ 700	\$ 660	\$ -	\$ -	\$ -	\$ 440	12	\$ 1,800	\$ 8,140	\$ -	\$ 9,940
<b>4 Develop 3-year CIP</b>												
4.1	Develop Project Category Descriptions		80		16		8	104	\$ 16,880	\$ 1,529	\$ 1,880	\$ 20,289
4.2	Financial Summary	4	60		8		4	76	\$ 12,440	\$ -	\$ 4,230	\$ 16,670
	<b>Task-4 Subtotal</b>	\$ 700	\$ 28,100	\$ -	\$ 4,200	\$ -	\$ 1,320	180	\$ 29,320	\$ 1,529	\$ 6,110	\$ 36,989
<b>5 Creation of O&amp;M Plan</b>												
5.1	Preparation of O&M Plan			2		12	8	22	\$ 2,770	\$ -	\$ -	\$ 2,770
5.2	Preparation of Final O&M Plan	4	4	6		4	4	18	\$ 2,810	\$ 1,019	\$ -	\$ 3,829
	<b>Task-5 Subtotal</b>	\$ 700	\$ -	\$ 1,560	\$ -	\$ 2,800	\$ 3,320	40	\$ 5,580	\$ 1,019	\$ -	\$ 6,599
<b>6 Engineering Report</b>												
6.1	Preparation of Draft Engineering Report	4	8				8	20	\$ 2,500	\$ -	\$ -	\$ 2,500
6.2	Preparation of Final Engineering Report	4	4				4	12	\$ 1,800	\$ 1,272	\$ -	\$ 3,072
6.3								0	\$ -	\$ -	\$ -	\$ -
	<b>Task-6 Subtotal</b>	\$ 1,400	\$ 1,980	\$ -	\$ -	\$ -	\$ 1,320	32	\$ 4,700	\$ 1,272	\$ -	\$ 6,972
<b>7 Proposed Rate Structure</b>												
7.1	Rate Setting Principles							0	\$ -	\$ -	\$ 2,350	\$ 2,350
7.2	Water, Sewer, Road Analysis	4	4		4		4	16	\$ 700	\$ -	\$ 5,640	\$ 6,340
7.3	TM-4							0	\$ -	\$ 784	\$ -	\$ 784
	<b>Task-7 Subtotal</b>	\$ 700	\$ 660	\$ -	\$ 1,400	\$ -	\$ 440	20	\$ 3,200	\$ 784	\$ 10,340	\$ 14,324
<b>Incidentals and Travel</b>												
	Air Travel											
	Car Rental/Mileage	\$ 480	\$ 2,688	\$ 500		500					\$ 1,200	\$ 5,281
	Hotel Accommodations	\$ 400	\$ 3,000	\$ 500		500	500				\$ 800	\$ 3,501
	Incidentals (Document Printing and Copies)	\$ 88	\$ 384	\$ 40		48	100				\$ 200	\$ 601
	<b>Misc Costs Subtotal</b>	\$ 1,368	\$ 6,668	\$ 1,000	\$ -	\$ 1,000	\$ 500	576	\$ -	\$ -	\$ 2,200	\$ 9,881
	<b>Total Labor Hours</b>	88	384	40	48	100	116	576	\$ -	\$ -	\$ -	\$ -
	<b>Total Labor Fee</b>	\$15,400	\$30,360	\$7,800	\$0,400	\$12,500	\$12,780		\$ 87,280	\$ 25,782	\$ 22,325	\$ 135,307
	<b>10% Subconsultant Markup</b>								\$9,428	\$ 2,576	\$ 2,233	\$ 14,237
	<b>Total Fee</b>	\$16,200	\$31,048	\$8,800	\$4,400	\$13,500	\$13,280		\$96,708	\$ 28,358	\$ 24,558	\$ 149,574