RESOLUTION - ACTION REQUESTED 2020-380

MEETING: July 7, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authorize an Agreement with Bartle & Wells for Rate Studies in Yosemite West

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Bartle Wells Associates in a Amount Not to Exceed $25,000 to perform Rate Study Analysis for Yosemite West Water, Wastewater and Roads; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Bartle Wells Associates was the firm that performed the previous rate study analysis as a sub-consultant to Pinnacle ART who developed the Engineers Report for all three of these elements in Yosemite West and as such they are uniquely familiar with the capital improvement needs of the Water and Wastewater Utilities and the Roads element.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 24, 2020 the Board rescinded the Board Resolutions that established the 2018 rate increases for the Yosemite West Water and Wastewater as part of a stipulated judgment causing the need to enter a new Proposition 218 process which will require a rate study analysis.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board choose not to approve this agreement utility rates will remain at the pre- 2018 Proposition 218 process and the utilities will eventually be faced with not raising sufficient revenues to provide service.

FINANCIAL IMPACT:
No General Fund monies will be utilized for this contract but rather these costs will be funded by the Yosemite West Utility Accounts.

ATTACHMENTS:
Bartle Wells Associates Draft Agreement (PDF)
Resolution - Action Requested 2020-380

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Miles Menetrey
EXCUSED: Merlin Jones, Kevin Cann
AGREEMENT FOR SEWER AND WATER RATE STUDY FOR YOSEMITE WEST

THIS AGREEMENT ("Agreement") is made and entered into this __th__ day of ____, 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Bartle Wells Associates, ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 7, 2020 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform consulting services for water and sewer rate study in Yosemite West as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $25,000. The Contractor’s hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit
shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed 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.

7. 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.

8. 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.

9. ASSIGNMENT

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.

10. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Bartle Wells Associates
1889 Alcatraz Avenue
Berkeley, CA 94703
510.653.3399

COUNTY:
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

11. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion,
color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works & Transportation. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon Thirty (30) calendar days’ written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.
16. **NO WAIVER**

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. **DISPUTES**

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. **CAPTIONS**

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. **NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. **MANDATORY AND PERMISSIVE**

"Shall" is mandatory. "May" is permissive.

21. **SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. **COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. **OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s
assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**Funding Source:**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**COUNTY OF MARIPOSA**

[Signature]

Kevin Cann, Chair
Board of Supervisors
By Marshall Long, Vice-Chair

**CONTRACTOR**

[Signature]

Bartle Wells Associates
Douglas R. Dave, President

**ATTEST:**

[Signature]

Renee LaRoche
Clerk of the Board

**APPROVED AS TO FORM:**

[Signature]

Steven W. Dahlem
County Counsel
June 22nd, 2020

Mike Healy, Director, Public Works & Transportation
Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338

Re: Proposal for Water and Sewer Rate Study and Roads Assessment Engineers Report

Dear Mike,

Bartle Wells Associates (BWA) is pleased to submit this proposal to provide consulting services related to the development of a Water and Sewer Rate Study and Roads Assessment Engineers Report for Yosemite West Maintenance District. BWA is an independent consulting firm that specializes in project financing, financial planning, and rate setting for California water and wastewater agencies. We have advised over 550 public agency clients and completed over 3,000 project assignments. BWA has the diversity of experience and distinctive abilities to evaluate all types of utility rate and financial issues faced today by local governments and to recommend the best solutions.

We propose to assign Douglas R. Dove, president of BWA and one of our principals, to direct the work for you. Doug has served as rate consultant and financial advisor for over 30 years. We also propose to assign Michael DeGroot as a consultant. Their resumes are attached.

BWA will assist the County in preparing a five-year proposed rate schedule and long-range financial plan for water and sewer rates and a Roads Assessment Engineers Report for the Yosemite West Maintenance District service area. The analysis included a financial plan for maintaining District roads.

The Roads Assessment Engineers Report will explain the reason for the proposed assessment, the total amount chargeable to the entire District, the amount per parcel benefiting from the roads, and the basis for the calculation.

Services
Bartle Wells Associates, working closely with County staff and the County’s other consultants and legal advisors, will perform the following services in connection with the development the report:

- Assemble and review pertinent information
- Draft Water and Sewer Rate Study
- Draft Roads Assessment Engineers report
- Work with County staff, associated consultants and legal counsel to refine reports
- Revise water and sewer rate public notice as needed
- Revise roads assessment public notice as needed
Availability and Fees

- We are prepared to begin work upon acceptance of this proposal.
- The fee for professional services is payable as provided in Billing Rate Schedule 2020 (attached). Services will be billed on a time and materials basis with a not-to-exceed amount of $25,000 including all fees and expenses.
  - The Water Rate Study cost shall not exceed $7,500, including all fees and expenses.
  - The Sewer Rate Study cost shall not exceed $7,500, including all fees and expenses.
  - The Roads Assessment Engineers Report cost shall not exceed $10,000, including all fees and expenses.
- We will keep the County informed of the status of our billings as the work proceeds.
- Progress payments and direct expenses are payable as the work proceeds as provided in our Billing Rate Schedule 2020.
- This proposal may be withdrawn or amended if not accepted within 90 days of its date.

We would very much like to work for the County on this assignment and hope that this proposal will constitute a suitable basis for our serving you. If our proposal is acceptable to you, please countersign one copy of this letter and return it to us. Please call if you have any questions.

Very truly yours,

BARTLE WELLS ASSOCIATES

Douglas R. Dove, PE, CIPMA
President

Bartle Wells Associates is authorized to provide the services outlined above, at the fee stated.

By: ___________________________ Date: ___________________________

For: Mariposa County
DOUGLAS R. DOVE
Project Manager/Principal-in-Charge
Douglas R. Dove is President of Bartle Wells Associates and a principal consultant with over twenty-five years of infrastructure finance and cost of service ratemaking experience. He specializes in strategic financial planning, bond marketing, utility rate setting, and development impact fees. Since joining BWA in 1990, he has worked for a wide variety of public agencies and developed financing plans to support over 150 public works capital programs.

Mr. Dove assists public agencies in evaluating financing alternatives for capital projects, conducting utility rate and development impact fee studies, and in securing project financing including state and federal grants and loans and bonds. He has extensive experience developing rates and charges for water, wastewater, reclaimed water, and stormwater enterprises. He has substantial experience representing public agencies as an independent financial advisor on the issuance of debt.

Representative Assignments
City of Davis: Water rate study with Davis Water Advisory Committee. Included financing plan for $135 million surface water project.
City of Monterey: Sewer system rehabilitation plan and rate study for $20 million sewer system rehabilitation project.
Sunnyslope CWD: Water and wastewater rate studies and connection fees, financing plan for wastewater treatment plant, procurement of $11.5 million SRF loan for wastewater treatment plant.
Valley Springs Public Utility District: Water and sewer rate studies.
West Valley Sanitation District: 5-year financial plan, wastewater rate study and revenue bonds.
Elk Grove Water District: Developed a long-term financing plan and rates to fund operating and capital needs. Worked with staff and a citizen’s advisory committee (CAC) to build community consensus.
El Dorado Irrigation District: Water and wastewater financial plans, rates and bond sales.
City of Ukiah: Water and wastewater financing plans and rates, $14 million water bond financing and $70 million wastewater bond financing
City of Gilroy: Water and wastewater financial plans, rate studies and capacity fees review
Association of Bay Area Governments: Financial advisor for California’s first competitively-sold, pooled revenue bond financing program for water and wastewater agencies.
South Bay (San Jose Area) Water Recycling Program, Phases 1 & 2: Financial plan and rate study for $200+ million regional wastewater recycling program.

Memberships
National Association of Municipal Advisors (former board member)
League of California Cities
Association of California Water Agencies
California Association of Sanitation Agencies

Education
M.S., Civil Engineering, University of California, Berkeley

Certifications
Certified Independent Professional Municipal Advisor (CIPMA), and registered Professional Engineer (PE) in California
MICHAEL DEGROOT  
Consultant  
Michael DeGroot is a consultant with Bartle Wells Associates. He works closely with City staff, engineers, lawyers, and other consultants to develop equitable rate structures for water, sewer, and solid waste enterprises. Mr. DeGroot specializes in developing long-term financial plans, meter and commodity rates, surcharges, and capacity fees for Cities and special Districts. Additionally, he is experienced modifying and implementing Proposition 218 compliant rate structures and drought surcharges.

Representative Assignments  
**West Valley Sanitation District:** Completed debt financing plan update for WVSD, which included significant expenditure projections related to the $2 billion San José-Santa Clara Regional Wastewater Facility Upgrade.  
**Malaga County Water District:** Prepared water, sewer, and solid waste financial plan updates and conducted surveys of neighboring agency rates. Developed a cost of service analysis of the District’s existing rate structure and updated the minimum charges for Significant Industrial Users.  
**Palmdale Water District:** Prepared a water rate study which altered the existing water budget structure to include a sixth “essential usage” tier for all customer classes. Updated the cost of service methodology to reflect actual District expenditures and developed a drought-rate surcharge.  
**City of California City:** Proposed water and sewer rate structure alterations, impact fees, and miscellaneous charges in conjunction with City staff. Recommended low-cost financing options and significant rate increases designed to repair the City’s dilapidated transmission system. Drafted the Proposition 218 notification and resolution.  
**Indian Wells Valley Water District:** Updated the District’s water rates including zone and arsenic surcharge components. Presented rate structure options to the Board including combining 5/8” and ¾” meters phased in over 3 years and consolidating 7 Tiers to 4 Tiers.  
**Glendale Water and Power:** Assisted with a water rate study to update the cost of service methodology and rate structure. Created a multi-year bill calculation tool for public workshops and administrative use. City of Palmdale: Developed a 5 year financial forecast for annual sewer assessment charges used to recoup costs related to the City’s collection system. Recommended rate options to City staff and drafted a final report for City Council.  
**Contra Costa Water District:** Analyzed the District’s excess use charges and developed an excel model to predict how revenues would change from changes in the excess use threshold. Analyzed several rate options including doubling and tripling the excess use rates and the effect on revenue based on price elasticity of demand for water.  
**City of Benicia:** Analyzed the City’s water and sewer billing schedules and created a consumption block analysis for the City’s water use. Updated wastewater financial projections and presented a drought rate option to City staff.  
**Root Creek Water District:** Worked with District staff to develop a set of assessments to support the Districts importation of water.  

Education  
B.S., Business Administration – U.C. Berkeley Walter A. Haas School of Business, Berkeley, CA
BARTLE WELLS ASSOCIATES
BILLING RATE SCHEDULE 2020
Rates Effective 1/1/2020

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Financial Analyst I</td>
<td>$110 per hour</td>
</tr>
<tr>
<td>Financial Analyst II</td>
<td>$135 per hour</td>
</tr>
<tr>
<td>Consultant</td>
<td>$165 per hour</td>
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<tr>
<td>Senior Consultant</td>
<td>$195 per hour</td>
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<tr>
<td>Senior Project Manager</td>
<td>$225 per hour</td>
</tr>
<tr>
<td>Principal Consultant</td>
<td>$265 per hour</td>
</tr>
</tbody>
</table>

The hourly rates for professional services include all overhead and indirect expenses. Bartle Wells Associates does not charge for administrative support services. Expert witness, legal testimony, or other special limited assignments will be billed at one and one-half times the consultant’s hourly rate.

The above rates will be in effect through December 31, 2020 at which time they will be subject to change.

Direct Expenses
Subconsultants will be billed at cost plus ten percent. Word processing and computer-assisted services related to official statement production are charged as direct expenses at $75 per hour. Other reimbursable direct expenses incurred on behalf of the agency will be billed at cost plus ten percent. These reimbursable costs include, but are not limited to:

- Travel, meals, lodging
- Printing and photocopying
- Special statistical analysis
- Outside computer services
- Bond ratings
- Automobile mileage
- Messenger services and mailing costs
- Graphic design and photography
- Special legal services
- Legal advertisements

Insurance
Bartle Wells Associates maintains insurance in the amounts and coverage as provided in the attached schedule of insurance. Additional or special insurance, licensing, or permit requirements beyond what is shown on the schedule of insurance are billed in addition to the contract amount.

Payment
Fees are typically billed monthly for the preceding month and will be payable within 30 days of the date of the invoice. A late charge of 1.0 percent per month may be applied to balances unpaid after 60 days.
# SCHEDULE OF INSURANCE

**Insured:** BARTLE WELLS ASSOCIATES

Bartle Wells Associates will maintain in force, during the full term of the assignment, insurance in the amounts and coverage as provided in this schedule. If additional insurance is required, and the insurer increases the premium as a result, then the amount of the increase will be added to the contract price.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>COMPANY POLICY NUMBER</th>
<th>COVERAGES AND LIMITS</th>
<th>EXP. DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Hartford Insurance Company Policy #35-SBA PA6857</td>
<td>• $2,000,000 General Aggregate&lt;br&gt;• $2,000,000 Products Comp/Op Aggregate&lt;br&gt;• $2,000,000 Personal &amp; Advertising Injury&lt;br&gt;• $1,000,000 Each Occurrence</td>
<td>6/1/21</td>
</tr>
<tr>
<td>Excess/Umbrella Liability</td>
<td>Hartford Insurance Company Policy #35-SBA PA6857</td>
<td>• $1,000,000 Aggregate&lt;br&gt;• $1,000,000 Each Occurrence</td>
<td>6/1/21</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>Hartford Insurance Company Policy #35-UEC VU2842</td>
<td>• $1,000,000 Combined Single Limit</td>
<td>6/1/21</td>
</tr>
<tr>
<td>Workers Compensation &amp; Employers' Liability</td>
<td>Hartford Underwriters Insurance Company Policy #35-WEC FG7838</td>
<td>Workers' Compensation: Statutory Limits for the State of California. Employers' Liability:&lt;br&gt;• Bodily Injury by Accident - $1,000,000 each accident&lt;br&gt;• Bodily Injury by Disease - $1,000,000 each employee&lt;br&gt;• Bodily Injury by Disease - $1,000,000 policy limit</td>
<td>6/1/21</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>Chubb &amp; Son, Inc. BINDO94045</td>
<td>Solely in the performance of services as municipal financing consultants for others for a fee. Limit: $2,000,000 Per Occurrence &amp; Aggregate (including defense costs, charges, and expenses)</td>
<td>6/1/21</td>
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</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hudson & Muma, Inc.
40950 Woodward Avenue, Ste 340
Bloomfield Hills MI 48304

INSURED
Bartle Wells Associates
1889 Alcatraz Ave
Berkeley CA 94703

CONTACT NAME: David P. Muma
PHONE (248) 594-4263
FAX (248) 594-4263
E-MAIL Address: dmmumahudsonmuma.com

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Axis Surplus Insurance Company 22357

COVERAGES CERTIFICATE NUMBER: Cert ID 5867 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured’s Operations. Certificate Holder and its officials, officers, employees, agents and volunteers, as applicable, shall be named as Additional Insured with respects to Business Liability, (form SS00080405) and Automobile Liability (form EB12040321) Waiver of Subrogation applies to General Liability (form SS00080405). Work Comp (Form WC 990303B), and Commercial Auto coverage (form MA9160312) on Blanket Basis. Coverage written on a Primary and Non-Contributory basis. The A.M. Best Rating of the insurance companies shown above is A+. Note: Actual endorsements are available and will be provided with this certificate.

CERTIFICATE HOLDER
Mariposa Public Utility District
P.O. Box 494
Mariposa CA 95338

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
David P Muma

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## ADDITIONAL COVERAGE

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Certificate Coverages Overflow (11/2010)
"This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."

***CHANGES OF PHYSICAL ADDRESS, WITH NO CONTRACT MODIFICATION, WILL ONLY BE PROCESSED AT ANNIVERSARY DATE***
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PUBLIC SECTOR

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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BARTLE WELLS ASSOCIATES
1889 Alcatraz Ave
Berkeley CA 94703

CONTACT NAME: David P Muma
PHONE: (248) 594-4263
FAX: (248) 594-4263
E-MAIL ADDRESS: dma@hudsonmuma.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Axis Surplus Insurance Company
INSURER B: Hartford Accident & Indemnity
INSURER C: Sentinel Ins. Co. LTD (Hartford)

INSURER D:
INSURER E:
INSURER F:

CERTIFICATE NUMBER: Cert ID 5867
REVISION NUMBER:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY Pertain, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 131, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate Holder and its officials, officers, employees, agents and volunteers, as applicable, shall be named as Additional Insured with respect to Business Liability, (form SS00080405) and Automobile liability (form 3B12004312) Waiver of Subrogation applies to General Liability(form SS00080405). Work Comp (Form WC 990303B), and Commercial Auto coverage (Form HA99160312) on blanket Basis. Coverage written on a Primary and Non-Contribution basis. The Am Best Rating of the insurance companies shown above is A+. Note: Actual endorsements are available and will be provided with this certificate.

CERTIFICATE HOLDER

County of Mariposa
Public Works
4639 Ren Hur Rd.
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
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(see DESCRIPTION if $ applies)
CERTIFICATE HOLDER:
County of Mariposa
Public Works
4639 Ben Hur Rd.
Mariposa CA 95338

INSURED:
Bartle Wells Associates
1889 Alcatraz Ave
Berkeley CA 94703

DESCRIPTION OF OPERATIONS SECTION CONTINUED:

California Insurance Code, Division 1, Part 1, Chapter 4, Article 1, Section 384

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