

**CITY OF HERCULES
PROFESSIONAL SERVICES AGREEMENT**

This Agreement (“**Agreement**”) for professional services is made on February 14, 2023, between the City of Hercules, a California municipality (“**City**”), and **Francisco and Associates**, a corporation (“**Consultant**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

1. Scope of Services. Consultant will provide to City the professional services described in the Scope of Services, attached as **Attachment A** and incorporated in this Agreement (the “**Services**”). Only the City Council or the City Manager may authorize any change or addition to the Scope of Services specified in Attachment A.

2. Term. This Agreement will become effective on February 14, 2023 (“**Effective Date**”), and will terminate upon the full and satisfactory completion of the Services or as otherwise specified in Attachment A, unless terminated sooner in accordance with Section 10 of this Agreement. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

3. Compensation. For the full and satisfactory completion of the Services, City will pay Consultant in an amount not to exceed **\$34,380**, without prior written authorization by City, pursuant to the terms set forth in **Attachment B** on Payment, which is attached to and incorporated in this Agreement. Consultant’s compensation is intended to encompass all costs required for performing the Services, including overhead and indirect costs. Except as expressly provided in Attachment B, Consultant will not be entitled to reimbursement for expenses it incurs to provide the Services.

3.1 Payment. City will pay Consultant for Services satisfactorily provided during each calendar month within 30 days following City receipt and approval of a detailed invoice. The invoice must include, at a minimum: a description of the specific Services provided; the name of the individual providing the Services; the date(s) upon which the Services were provided; the time spent providing the Services; the amount due for the Services; and the basis for calculating the amount due.

3.2 Additional Services. If the City requests related services beyond the Scope of Services described in Attachment A, the Consultant will provide City a written estimate for the additional services (“**Additional Services**”). Consultant will not provide Additional Services until Consultant has received written authorization from the City to perform the Additional Services. Consultant will not be entitled to payment for Additional Services performed without City’s prior written authorization or for costs to correct Consultant’s errors or omissions.

4. Independent Contractor. The Parties agree that Consultant will act as an independent contractor under this Agreement and will have control of its work and the manner in which the Services are performed. Consultant is not an employee of City and is not entitled to participate in any health, retirement, or similar employee benefits from the City.

5. Consultant’s Warranties.

5.1 Consultant warrants that all Services provided under this Agreement will be performed in accordance with generally accepted professional practices and standards for Consultant’s profession in the Bay Area.

5.2 Consultant warrants that all Services provided under this Agreement will be performed in accordance with applicable federal, state, and local laws and regulations, including, but not limited to, conflict of interest laws and City ordinances and policies.

5.3 Consultant warrants that Consultant has no present interest which would conflict in any manner with the performance of Services on the City’s behalf.

5.4 Consultant warrants that it will comply with the City’s Nepotism and Cronyism Policy.

6. Notice. Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other Party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is effective upon delivery unless otherwise specified. Notice for each Party will be given as follows:

<p>City:</p> <p>City of Hercules 111 Civic Drive</p> <p>Hercules, CA 94547 (510) 799-8200 Attn: City Clerk</p> <p>Copy to: _____ Email: _____</p>	<p>Consultant:</p> <p>Name: Francisco and Associates Address: 5927 Balfour Court, Suite 109 Carlsbad, CA 92008 Phone: (925) 867-3400 Attn: Ed Espinoza, P.E. ede@franciscoandassociates.com</p> <p>Copy to: _____ Email: _____</p>
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7. Indemnity. Subsection 7.1 is not applicable to this Agreement if Consultant’s Services are “design professional” services as that term is used and defined in Civil Code section 2782.8. Subsection 7.2 is applicable to this Agreement if Consultant’s Services are “design professional” services as used and defined in Civil Code section 2782.8.

7.1 To the full extent permitted by law, Consultant will indemnify, defend with counsel acceptable to City, and hold harmless City, its governing body, officers, agents, employees, and volunteers (collectively, “**City Indemnitees**”) from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, “**Liability**”) of every nature arising out of or in connection with Consultant’s acts or omissions with respect to this Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of any of the City Indemnitees. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers’ Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Agreement. This Subsection 7.1 does not apply if the Services to be provided

under this Agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

7.2 To the full extent permitted by law, Consultant will indemnify, defend, and hold harmless City, its City Council, officials, officers, agents, employees, and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "**Liability**") of every nature which arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Agreement. This Subsection 7.2 is applicable if the Services to be provided under this Agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

8. Insurance. Before providing any Services under this Agreement, Consultant is required to procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to nonpayment of premiums, in which case at least 10 days written notice will be made to City. The required insurance must cover the activities of Consultant and its employees or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Consultant fails to provide any of the required coverage, City may, at its sole discretion, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant.

8.1 The following insurance policies and limits are required for this Agreement:

8.1.1 Commercial General Liability Insurance ("CGL"). CGL insurance issued on an occurrence basis, including coverage of liability arising from Consultant's acts or omissions in the performance of Services under this Agreement, with limits of at least \$1,000,000.00 per occurrence.

8.1.2 Automotive. Commercial automotive liability coverage for owned, non-owned and hired vehicles must provide coverage of at least \$1,000,000.00 combined single limit per accident for bodily injury, death, or property damage.

8.1.3 Workers' Compensation Insurance and Employer's Liability. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with limits of at least \$1,000,000.00. If Consultant is self-insured, Consultant must provide its duly authorized Certificate of Permission to Self-Insure.

8.1.4 Professional Liability. This insurance must insure against Consultant's errors and omissions in the provision of Services under this Agreement, in an amount no less than \$1,000,000.00 combined single limit.

8.2 Subrogation Waiver. Each required policy must include an endorsement that the insurer agrees to waive any right of subrogation it may have against City or the City's insurers.

8.3 The CGL policy and the automotive liability policy must include the following endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "**Additional Insured**") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Agreement.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided is primary and no insurance held or owned by City will be called upon to contribute to a loss.

(4) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of City before the City's own insurance or self-insurance will be called upon to protect it as a named insured.

9. Dispute Resolution. In the event that any dispute arises between the Parties in relation to this Agreement, the Parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. In the event that any dispute arises between the Parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the Parties agree to submit the dispute to mediation.

9.1 Either Party may give written notice to the other Party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days after the date that such notice is given, or sooner if reasonably practicable. The Parties will jointly appoint a mutually acceptable mediator. The Parties further agree to share equally the costs of the mediation, except costs incurred by each Party for representation by legal counsel.

9.2 Good faith participation in mediation pursuant to this Section is a condition precedent to either Party commencing litigation in relation to the dispute.

10. Early Termination.

10.1 Termination for Convenience. City may terminate this Agreement for convenience by giving 10 calendar days written notice to Consultant. In the event City elects to terminate the Agreement without cause, it will pay Consultant for Services satisfactorily provided up to that date.

10.2 Termination for Cause. If either Party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other Party may terminate this Agreement by giving written notice five calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant will be entitled to payment for all Services satisfactorily provided up to the effective date of termination, except that the City may deduct from that payment the amount of costs the City incurred, if any, because of Consultant's breach of the Agreement.

11. Work Product. City will be the sole owner of all rights to any work product in any form which has been prepared by Consultant on City's behalf pursuant to this Agreement, unless otherwise specified in writing by the Parties.

12. Records. Unless otherwise specified in Attachment A, Consultant will maintain records related to this Agreement for a period of four years from expiration or termination of this Agreement, including records of the Services performed, on a daily basis if necessary. Consultant's accounting systems will conform to generally accepted accounting principles, and all records will provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, invoices, and vouchers. Consultant will permit City to inspect and examine Consultant's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time.

13. General Provisions.

13.1 Assignment and Successors. Consultant may not assign its rights or obligations under this Agreement, in part or in whole, without City's written consent. This Agreement is binding on Consultant's and City's lawful heirs, successors, and permitted assigns.

13.2 Third Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

13.3 Nondiscrimination. Consultant will not discriminate in the employment of persons under this Agreement because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

13.3.1 Avoidance of Cronyism and Nepotism. Consultant shall comply with regulations adopted by the City of Hercules to avoid favoritism in the award of contracts. Consultant shall submit a fully executed copy of the "Contractor Acknowledgment of City of Hercules Nepotism and Cronyism Policy" as Attachment C to this Agreement.

13.3.2 Compliance with the California Equal Pay Act. Consultant shall comply with regulations adopted by the City of Hercules to allow for verification of Consultant compliance with

the requirements of the California Equal Pay Act. Consultant shall submit a fully executed copy of the "Contractor Acknowledgment of Compliance with the California Equal Pay Act" as Attachment D to this Agreement.

13.4 Choice of Law and Venue. This Agreement will be governed by California law, and venue will be in the Superior Court of Contra Costa County, and no other place.

13.5 Integration. This Agreement and the documents incorporated in this Agreement constitute the final, complete, and exclusive terms of the agreement between the City and the Consultant.

13.6 Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions of the Agreement will remain in full force and effect.

13.7 Amendment. No amendment or modification of this Agreement will be binding unless it is in a writing duly authorized and signed by the Parties to this Agreement.

13.8 Provisions Deemed Inserted. Every provision of law required to be inserted in this Agreement will be deemed to be inserted, and this Agreement will be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement will be amended to make the insertion or correction.

13.9 Precedence. If any provision in any document attached to or incorporated in this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement will control over any such conflicting or inconsistent provisions.

13.10 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

13.11 Force Majeure. If either Party is delayed or hindered in or prevented from the performance of any act required under this Agreement because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the Party delayed, excluding financial inability ("**Force Majeure Event**"), performance of that act will be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance will be extended for an equivalent period. Delays or failures to perform resulting from lack of funds will not be Force Majeure Events.

13.12 Headings. The headings in this Agreement are included for convenience only and will not affect the construction or interpretation of any provision in this Agreement or any of the rights or obligations of the Parties to this Agreement.

13.13 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

13.14 Authorization. Each individual signing below warrants that he or she is authorized to do so by the Party that he or she represents, and that this Agreement is legally binding on that Party. If Consultant is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

[Signature page follows.]

The Parties agree to this Agreement as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Dante Hall, City Manager

Patrick Tang, City Attorney

Date: _____

Date: _____

Attest:


s/ _____

Eibleis Melendez, Acting City Clerk

Date: _____

CONSULTANT: Francisco and Associates


Business Name

s/  _____

Ed Espinoza/Vice President

Name/Title

Date: February 8, 2023

s/  _____

Brian Brown/Secretary

Name/Title

Date: February 8, 2023

Attachments:

Attachment A: Scope of Services and Payment



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February 7, 2023

Mike Roberts, P.E.
Director of Public Works/City Engineer
City of Hercules
111 Civic Drive
Hercules, CA 94547

Subject: City of Hercules LLADs FY 2023-24 Administration, Capital Replacement Analysis, and Preparation of 5-Year Projections

Dear Mike:

Francisco & Associates appreciates the opportunity to submit this proposal to the City of Hercules to administer LLAD Nos. 83-2, 2002-1, 2002-2, 2004-1, and 2005-1 for FY 2023-24, including performing a Capital Replacement Analysis and preparing 5-year financial projections. The proposed scope of services is attached.

If you have any questions or comments regarding our proposal, please call me at 925-867-3400.

Sincerely,

FRANCISCO & ASSOCIATES

A handwritten signature in blue ink, appearing to read "Ed Espinoza".

Ed Espinoza, P.E.
Principal

SCOPE OF SERVICES

FY 2023-24 ADMINISTRATION OF THE LLADs

Francisco & Associates will prepare the FY 2023-24 Engineer's Reports for the City's Landscaping & Lighting Assessment District Nos. 83-2, 2002-1, 2002-2, 2004-1 and 2005-1 ("LLAD" or collectively "LLADs"). The reports will include: a description of improvements, the annual budget for each LLAD and Benefit Zone, the benefit spread methodology, assessment district diagrams detailing each LLAD and Benefit Zone and a listing of each parcel's assessment within each LLAD. Following the required public hearings, Francisco & Associates will complete the tasks needed to place the FY 2023-24 assessments on the County's secured property tax roll, perform all work associated with the preparation of the County Auditor's Reports, and field property owner phone calls throughout the fiscal year. The specific tasks are as follows:

Task 1 – Project Meetings

Meet with City staff to review scope of work, project schedule, discuss increases in the assessment rates from the previous fiscal year, identify if there were any annexations or de-annexations to the LLADs, identify if there have been any changes in the number and types of improvements the City will be maintaining for the ensuing year.

Task 2 – Initiation of the FY 2023-24 Assessment Levies

Prepare the draft staff report and resolutions for the City Council meeting regarding the initiation of the FY 2023-24 assessment approval process for each of the City's five (5) LLADs.

Task 3 – Collect Available Data

Collect available data from the County Assessor and County Auditor office that is pertinent to the annual administration of the LLADs, including land use information, building permit information, and assessor parcel maps. This required data includes the secured closed property tax roll from the County, the proposed budgets by LLAD/Benefit Zone and annexation/de-annexation information for each LLAD/Benefit Zone from City staff.

Task 4 – Update Parcel Databases

Update the parcel databases to include the most current parcel information such as property owner name, mailing address, situs address, use code, Benefit Zone, acreage, units, and any other pertinent parcel attributes that are needed to calculate assessments.

Task 5 – Update Assessment Diagrams

Update Assessment Diagrams identifying each LLAD/Benefit Zone as needed. This includes updating the assessment diagrams to include all new parcels that have been created from the prior fiscal year and identifying any new Benefit Zones that have been created.

Task 6 – Update Maintenance Improvement Maps

Update Maintenance Improvement Maps as needed to identify each improvement being maintained within each LLAD/Benefit Zone. This includes updating the Maintenance Improvement Maps to include all new parcels that have been created from the prior fiscal year, identifying any new Benefit Zones that have been created and adding any new improvements to be maintained.

Task 7 – Prior Year’s LLAD Budgets

Coordinate with the City’s Finance Department to help them determine if the prior year’s revenues and expenditures were allocated to each LLAD/Benefit Zone correctly. This will entail a review of invoices, contractor invoices, water charges, administration charges, etc.

Task 8 – Ensuing Year’s LLAD Budgets

Assist City staff with the development of the LLAD budgets utilizing the previous fiscal year’s estimated expenditures and the ensuing year’s estimated expenditures. The budgets will include maintenance contract costs, utility costs, capital improvement costs, incidental costs (engineering, legal, administration, etc.). If requested, assist with reviewing projected fiscal year ending fund balance calculations. Obtain budget approval from City staff prior to the preparation of the Preliminary Engineer’s Reports.

Task 9 – Draft Preliminary Engineer’s Reports

Based upon the information received at the project kick-off meeting and other team meetings, prepare the Draft Preliminary Engineer’s Reports. The Draft Preliminary Engineer’s Reports will include a description of improvements, the ensuing year’s maintenance budget for each LLAD/Benefit Zone, the benefit spread methodology, Assessment Diagram identifying each LLAD/Benefit Zone and a listing of individual assessments for the ensuing year.

Task 10 – Preliminary Engineer's Reports

Based upon the comments received from City staff on the Draft Preliminary Engineer's Reports, prepare the Final Preliminary Engineer's Reports and submit to City staff for City Council approval.

Task 11 – Resolution of Intention and Approval of the Preliminary Engineer's Reports

Prepare the draft staff report and resolutions for the City Council meeting regarding acceptance of the Preliminary Engineer's Reports and adoption of the Resolution of Intention for each of the five (5) LLADs.

Task 12 – Resolution of Intention City Council meeting

If requested, attend City Council meeting regarding adoption of the Resolution of Intention. Be available to assist City staff with questions from City Council or the public.

Task 13 – Final Engineer's Reports

Based upon the comments received from City staff and City Council at the City Council meeting referenced in Task 12 above, prepare the Final Engineer's Reports and Assessment Diagrams and submit to the City for City Council approval.

Task 14 – Public Hearing

Prepare the draft staff report and resolutions for the City Council meeting regarding approval of the Final Engineer's Reports and adoption of the Resolution authorizing the levy of assessments for each of the five (5) LLADs. Be available to assist City staff with questions from City Council or the public.

Task 15 – Public Hearing City Council Meeting

If requested, attend the City Council meeting regarding adoption of the Resolution confirming the levy of assessments to assist City staff with questions from City Council or the public.

Task 16 – Filing of Engineer's Reports, Assessment Diagram, and Resolution Authorizing the Levy of Assessments

In accordance with the County's annual submittal requirements, file the Engineer's Reports, Assessment Diagram, and Resolution authorizing the levy of assessments with the County Auditor's office.

Task 17 – Auditor’s Reports

Prepare the annual Auditor's Reports in County approved hard and electronic formats. If there are any rejected parcels resulting from the first submittal, we will research them and resubmit to the County to ensure the City receives all the assessment revenue they are entitled to.

Task 18 – Final Assessment Roll

Provide the City with Final Assessment Rolls in electronic format for City records.

Task 19 – Field Property Owner Inquiries

Provide a phone number to be placed on property tax bills and field property owner inquiries throughout the year.

CAPITAL REPLACEMENT ANALYSIS

Francisco & Associates will perform a Capital Replacement Analysis for each Benefit Zone within LLAD No. 83-2 and LLAD Nos. 2002-1, 2002-2, 2004-1 and 2005. The Capital Replacement Analysis will assist the City to determine the appropriate capital reserve amounts for each LLAD/Benefit Zone. The specific tasks to complete the Capital Replacement Analysis are as follows:

Task 1 – Project Meetings

Meet with City staff to review scope of work and collect project information to conduct the capital replacement analysis. This information will include, but not be limited to, City parks master plan, PG&E data, asset inventory, and available improvement plans/cost estimates.

Task 2 – Capital Replacement Inventory

For each LLAD/Benefit Zone, compile an inventory of improvements with a useful life of five or more years. These improvements will include, but are not limited to, fencing, medians, streetlights, irrigation systems, etc. Park improvements included in the Capital Replacement Analysis will be based on the City's parks master plan.

Task 3 – Capital Replacement Analysis Report

Prepare a Capital Replacement Analysis Report which will include a listing of improvements by LLAD/Benefit Zone, useful and remaining life, estimated replacement cost at the end of its useful life, and the recommended capital reserve amount for each LLAD/Benefit Zone.

Task 4 – Findings of Capital Replacement Analysis

Present findings of Capital Replacement Analysis to City staff and address comments and questions as needed. Assist City staff in preparing recommendations to City Council based on findings of Capital Replacement Analysis.

Task 5 – City Council meeting regarding Capital Replacement Analysis

Attend City Council meeting to present the findings and recommendations related to the Capital Replacement Analysis and assist City staff as needed to address questions from City Council and the public.

5-YEAR FINANCIAL PROJECTIONS

Francisco & Associates will perform a 5-year financial projection for each Benefit Zone within LLAD No. 83-2 and LLAD Nos. 2002-1, 2002-2, 2004-1 and 2005. The 5-year financial projections will be used by City staff to evaluate the financial health of the LLADs by providing a comprehensive picture that will assist the City in its decision-making process going forward, including the need and timing for conducting Proposition 218 proceedings to increase LLAD assessments. The specific tasks to complete the 5-year financial projections are as follows:

Task 1 – Project Meetings

Meet with City staff to review scope of work and collect project information to conduct the 5-year projections. This information will include, but not be limited to, maintenance contracts, listing of CIP projects, and cost increase data.

Task 2 – Prepare 5-Year Financial Projections

For each LLAD/Benefit Zone, prepare 5-year financial projections based on latest cost allocation methodologies, desired reserve levels per the Capital Replacement Analysis, schedule of new capital improvement projects, assessment revenue and cost increase assumptions, etc.

Task 3 – Findings of 5-Year Financial Projections

Present findings of 5-year financial projections to City staff and address comments and questions as needed. Assist City staff in preparing recommendations to City Council that may include conducting Proposition 218 proceedings, implementing alternative cost allocation methodologies, or reducing service levels if needed.

Task 4 – City Council meeting regarding 5-year Financial Projections

Attend City Council meeting to present the findings and recommendations related to the 5-year financial projections and assist City staff as needed to address questions from City Council and the public.

RESPONSIBILITIES OF THE CITY

- 1) Provide best available data per the task descriptions above;
- 2) Provide qualified legal counsel to review and approve all LLAD documents;
- 3) Prepare and publish all notices;
- 4) Review and approve all staff reports and resolutions; and
- 5) Schedule and agendize the required City Council meetings.

FEE SCHEDULE

Francisco & Associates proposes a time and materials fee not to exceed \$33,880 at the hourly rates shown below to perform the scope of services described in this proposal.

F&A Hourly Labor Rates	
Principal/Project Manager	\$200/hour
Quality Control/Senior Engineer	\$195/hour
Associate Engineer	\$175/hour
Senior Project Analyst	\$150/hour
Project Analyst	\$130/hour
Clerical	\$65/hour

The estimates of staff time and corresponding estimated fee are summarized in the table below.

Scope of Services Description	Principal/Project Manager (Hours)	Quality Control/Senior Engineer (Hours)	Senior Project Analyst (Hours)	Clerical (Hours)	Total Hours	Total Estimated Fee
FY 2023-24 Administration	54	4	80	8	146	\$24,100.00
Capital Replacement Analysis	16	2	16	0	34	\$5,990.00
5-year Financial Projections	<u>8</u>	<u>2</u>	<u>12</u>	<u>0</u>	<u>22</u>	<u>\$3,790.00</u>
Totals:	78	8	108	8	202	\$33,880.00

Reimbursable expenses such as mileage pursuant to current IRS rates, overnight mail, production of report hardcopies, and County Assessor data will be billed at cost plus 15% with a not-to-exceed fee of \$500.00.