



## **MEMORANDUM**

TO: Board of Directors

FROM: Tina Young, Acting General Manager

DATE: August 1, 2012

RE: Agenda Item #4 and Item #5 – August 8, 2012 Board Meeting

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### **To Consider Contract for Special Inspection and Testing Services for the Community Center (ACTION)**

Please see attached information and agreement from Ron Johnson in regards to the special inspection and testing services for the Community Center project.

CSI recommends the District to award the contract to Matriscope in the amount of \$29,322.

### **To Consider Contract for Geotechnical Inspection and Testing Services (ACTION)**

Attached is the information from Ron Johnson and agreement for the geotechnical inspection and testing services for the Community Center project.

CSI recommends the District to award the contract to PRSA in the amount of \$40,000.

## AGREEMENT FOR CONSULTING SERVICES

THIS Agreement is made and entered into this **9th of August, 2012**, by and between the PLEASANT HILL RECREATION AND PARK DISTRICT, a California Special District, hereinafter referred to as "DISTRICT" and **MATRISCOPE ENGINEERING LABORATORIES, INC.**, hereinafter referred to as "CONSULTANT."

### WITNESSETH:

WHEREAS, DISTRICT desires to contract for **Special Inspection and Testing Services** for the **Pleasant Hill Community Center Building Project**, which for the purposes of this Agreement shall be called "PROJECT," and,

WHEREAS, CONSULTANT is willing and qualified to do said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

#### I. DUTIES OF CONSULTANT

- A. The CONSULTANT shall provide services required for the PROJECT as described in the Scope of Work, Exhibit "A," which is incorporated herein by reference.
- B. CONSULTANT hereby agrees that CONSULTANT and all of said CONSULTANT's employees and subcontractors hold, have obtained, and shall continue to maintain during the course of this Agreement, all licenses or other statutorily mandated certifications requisite to the performance of the work set forth in the **Scope of Work, Exhibit "A,"** as may be required in the State of California, if any. Failure of CONSULTANT, its employees and subcontractors to obtain and/or maintain in good standing such licenses or certification shall constitute a breach of this Agreement and shall provide grounds for immediate termination thereof.
- C. CONSULTANT shall perform the PROJECT work in such a manner as to fully comply with typical professional standards of care, including professional quality, technical accuracy, timely completion, and the coordination of designs, specifications, reports, and other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement.
- D. The DISTRICT's approval of work or other services or materials furnished hereunder shall not relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. CONSULTANT shall not be relieved of any of the obligations or covenants contained in this Agreement until the tasks as set forth in Exhibit "A" have been completed. It is agreed between CONSULTANT and DISTRICT that those provisions of this Agreement which by their nature continue beyond termination of the Agreement, including but not limited to Sections VIII, IX, X, and XI, shall continue beyond such termination.

#### II. DUTIES OF DISTRICT

The DISTRICT, without cost to CONSULTANT, will provide pertinent information reasonably available to it, which is necessary for performance by CONSULTANT under this Agreement, including previous reports and data relative to the PROJECT. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. CONSULTANT will use its professional judgment in the review and use of data so provided. However, CONSULTANT will not be liable for any error or omission in any data furnished by DISTRICT and used by CONSULTANT which could not reasonably be discovered by CONSULTANT. To this extent CONSULTANT is entitled to rely on data provided by DISTRICT.

### III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of DISTRICT.
- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of DISTRICT.
- C. The DISTRICT does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by CONSULTANT in the performance of this Agreement. CONSULTANT is solely responsible for any such use.

### IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation: For and in consideration of the professional services to be provided by CONSULTANT hereunder, DISTRICT agrees to pay CONSULTANT, and CONSULTANT agrees to accept from DISTRICT compensation for said services in the amount of **TWENTY-NINE THOUSAND, THREE HUNDRED AND TWENTY-TWO DOLLARS (\$29,322)**. Services will be provided with a Not-To-Exceed Amount of **\$29,322**, unless otherwise approved by District.
- B. Change in Scope of Work: Adjustment in compensation for changes in scope of work shall be authorized in writing by the General Manager of the DISTRICT and shall be based on the Fee Schedule attached as "Exhibit A". No payment shall be made for changes unless authorized in writing by the DISTRICT.
- C. Monthly Payment to CONSULTANT: Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are accompanied by cost documentation determined to be sufficient by the DISTRICT to allow the determination of the reasonableness and accuracy of said invoice. In the event that a payment dispute arises between the parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT's project labor cost records and other direct project related cost data, and copies thereof if requested by the DISTRICT.
- D. Cost of Rework: CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT's failure to provide services required for the PROJECT as described in Exhibit "A" herein in a satisfactory manner, due to any act or omission attributable to the CONSULTANT, or its agents, including subcontractors. Nothing in this paragraph is intended to limit the liability of the CONSULTANT for damages which might arise from the CONSULTANT's negligence, willful misconduct, or breach of the covenants set forth in this Agreement.

### V. TIME OF COMPLETION

- A. Work described in Section I shall be completed in accordance with **Project Schedule**, described in "Exhibit B", which is incorporated herein by reference.
- B. Failure of the CONSULTANT to perform any of the services required hereunder in a timely manner, or to meet any completion schedule made a part of this Agreement, including any interim milestone set forth, shall constitute a basis for termination for cause as set forth in subsection VII.A. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the PROJECT will be completed satisfactorily within the prescribed time.

### VI. CONSULTANT'S ASSIGNED PERSONNEL

- A. CONSULTANT designates Martin Meier, to act as Project Manager for the performance of the work and for all matters relating to performance under this Agreement. CONSULTANT designates the following persons for the indicated functions:  
**Project Manager: Martin Meier**

Substitution of any of these assigned personnel will require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

No subcontract shall be awarded, or an outside consultant engaged, by the CONSULTANT, unless the CONSULTANT has made written request to use such subcontractor or outside consultant and its request has been approved in writing by the DISTRICT. No additional approval shall be required for subcontracting with or engagement of an outside consultant set forth in Exhibit "A." The written approval of the DISTRICT resulting in the use of or engagement of a subcontractor or outside consultant does not relieve the CONSULTANT of the obligations or covenants set forth in this Agreement.

## VII. TERMINATION

- A. Either party may terminate this Agreement for cause, in whole or in part, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination for cause may be effected unless the other party is given: (1) not less than ten (10) calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- B. If the DISTRICT terminates this Agreement pursuant to subsection VII.A., above, nothing set forth in this Agreement is intended to require the DISTRICT to compensate CONSULTANT for any services which may be claimed to have been provided or be in progress, if the DISTRICT reasonably concludes that further compensation is unwarranted.
- C. The DISTRICT may terminate this Agreement, in whole or in part, whether or not CONSULTANT has failed to fulfill its obligations, if the DISTRICT has a reasonable basis for termination. CONSULTANT will be given: (1) not less than ten (10) calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the DISTRICT before termination.
- D. Upon receipt of a termination notice, CONSULTANT shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the DISTRICT all data, information, and materials as CONSULTANT may have prepared or developed in performing this Agreement, whether completed or in process, including, but not limited to, drawings, specifications, reports, estimates, summaries, software, and electronic files of all deliverables.
- E. Upon termination under subsection VII.C., the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to the date of receipt of notice of termination and for services thereafter completed at the request of the DISTRICT and any other reasonable cost incidental to such termination of services. Such payments available to CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

## VIII. INDEMNITY

CONSULTANT shall indemnify, hold harmless and defend, in any actions at law or in equity, the DISTRICT, its officers, employees, agents, and elective and appointive boards, from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, including attorneys' fees, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT related to the provision of any professional services provided hereunder, but not including claims, losses, damage, injury, death, or other liabilities caused by the active negligence, or the willful misconduct of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, this indemnification shall extend to such claims, losses, damage, injury, death, or other liabilities

occurring after the completion of the CONSULTANT's operations, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements does not relieve CONSULTANT from liability under this indemnification Section. The obligations of this indemnification Section shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

## IX. INSURANCE

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to or death of persons or damages to property which may arise out of or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). Coverage is to be endorsed to include contractual liability.
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the CONSULTANT's profession. Coverage is to be endorsed to include contractual liability.

### B. MINIMUM LIMITS OF INSURANCE

CONSULTANT, throughout shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per claim, \$1,000,000 aggregate.

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must not exceed \$25,000, unless authorized in writing by the District.

### D. OTHER INSURANCE PROVISIONS

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its officers, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT.
2. For any claims related to the Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, employees and volunteers, but only to the extent the claims arise out of CONSULTANT's acts or omissions. Any insurance or self-insurance maintained by the DISTRICT, its officers, employees and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

#### E. 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 DISTRICT.

#### F. VERIFICATION OF COVERAGE

CONSULTANT shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the DISTRICT before any work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section at any time.

#### X. OWNERSHIP OF DOCUMENTS

All rights, title, royalties and interest to all work product of CONSULTANT resulting from its performance under this Agreement, including, but not limited to data, reports, estimates, drawings, specifications, software, summaries, electronic files of all deliverables, and any other such information and materials as may be prepared or developed by CONSULTANT in performing work under this Agreement, whether complete or in progress, shall be vested in the DISTRICT, upon payment of amounts owing pursuant to this Agreement, and none shall be revealed, disseminated, or made available by CONSULTANT to others without prior consent of the DISTRICT. If this Agreement is terminated in accordance with Section VII, CONSULTANT shall deliver such documents within two weeks of receipt of a termination notice.

#### XI. EXAMINATION OF RECORDS

CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

#### XII. SCOPE OF AGREEMENT

This writing constitutes the entire Agreement between the parties relative to CONSULTANT's services on the PROJECT, and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

#### XIII. NOTICES

All notices from one Party to the other shall be in writing and delivered or mailed to such party at its designated address as follows, or sent via facsimile transmission to such telephone number indicated as follows. Such notices shall be deemed to have been made: (1) when hand delivered; (2) as indicated by certified mail receipt; (3) five days after mailing by first class mail; or (4) as indicated on facsimile

transmission receipt, if facsimile transmission is followed by prompt certified or first class mailing or hand delivery.

To DISTRICT:           General Manager  
Pleasant Hill Recreation and Park District  
147 Gregory Lane  
Pleasant Hill, CA 94523  
Phone (925) 682-0896  
Fax (925) 682-1633

To CONSULTANT:       Martin Meier  
MatriScope Engineering Laboratories, Inc.  
436 14th Street, Suite 1429  
Oakland, California 94612  
Phone: 510-763-3601  
Fax: 510-763-1388

#### XIV. APPLICABLE LAWS

- A. CONSULTANT shall perform this Agreement in accordance with all applicable federal, state, and local laws and regulations. This Agreement shall be construed in accordance with California law. Venue concerning any dispute shall be in Contra Costa County.
- B. CONSULTANT's attention is directed to the following selected requirements of California law, which are included as part of this Agreement. These legal citations are not exhaustive of all requirements of California law applicable to the PROJECT. CONSULTANT remains responsible for completing the PROJECT in accordance with all laws and regulations.
1. California Labor Code Section 1771 provides "Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work".
  2. In accordance with California Labor Code Section 1773.2, OWNER advises that copies of the prevailing rate of per diem wages are on file at DISTRICT's principal office, which shall be made available to any interested party on request. CONSULTANT is hereby directed to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site of the PROJECT, to the extent required by law.
  3. The CONSULTANT is hereby advised of the requirements of California Labor Code Section 1810, which provides, in part, that "Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his or her official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof."
  4. The CONSULTANT is hereby advised that DISTRICT shall require CONSULTANT to follow the requirements of California Labor Code Section 1861, which provides, "Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

IN WITNESS the parties hereto have executed this Agreement on the day first above-written.

**PLEASANT HILL RECREATION AND PARK DISTRICT**

\_\_\_\_\_  
General Manager

**ATTEST:**

\_\_\_\_\_  
District Clerk

**NAME OF CONSULTANT FIRM:**

**MATRISCOPE ENGINEERING LABORATORIES, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



August 1, 2012

Proposal No.: P032212MM

Ron Johnson  
Construction Manager  
Critical Solutions, Inc.  
1801 Oakland Blvd., Suite 300  
Walnut Creek, CA 94596

P: (925) 944-5060  
Email: ronj@csipm.com

**AGREEMENT EXHIBIT A:**

**Subject: Revised Contract Proposal to Provide Special Inspection and Testing Services  
Community Center Building Project  
Pleasant Hill, CA**

**CONSULTANT IDENTIFICATION:**

Legal Name of Firm: MatriScope Engineering Laboratories, Inc.  
Corporate Office: 601 Bercut Drive, Sacramento, CA 95811 O: (916) 375-6700 F: (916) 447-6702  
Branch Office: 436 14<sup>th</sup> St, Suite 1429, Oakland, CA 94612 O: (510) 763-3601 F: (510) 763-1388  
Contact Person: Martin Meier, Sr. Project Manager, [mmeier@matriscope.com](mailto:mmeier@matriscope.com) C: (510) 385-6879

Dear Ron,

MatriScope Engineering Laboratories, Inc. (MatriScope) is pleased to present to Critical Solutions, Inc. and Pleasant Hill Recreation and Park District (District) our revised contract proposal to provide Special Inspection and Testing Services during construction of the Community Center Building project located in Pleasant Hill, CA. This updated scope of services and scope proposal is based on our original preliminary document dated March 29, 2012. We have summarized several areas of qualifications that we believe will demonstrate strengths as related to this assignment:

**QUALIFICATIONS:** MatriScope provides geotechnical and environmental engineering, construction inspection and material testing services complete with an AASHTO, AMRL, CCRL, DSA (LEA#138), Caltrans, and USACE accredited laboratory. We provide proactive service to our clients through efficient management and cost control, and by providing excellent personnel to each assignment. We believe that our extensive experience and expertise in performing special inspection and material testing services for civic projects, and our ability to respond timely to the District's requests for services will result in superior customer service throughout the duration of this contract.

**QUALIFIED PERSONNEL:** MatriScope's goal is to assist the District in obtaining a quality project in a timely manner. The key to achieving that goal is to assemble a project team that is responsive to the District's needs and will have a positive working relationship with the general contractor. Martin Meier, Senior Project Manager will be your designated point of contact for initial project set up, project kickoff meeting attendance and throughout the contract for customer satisfaction. Mr. Meier currently resides in Contra Costa County and will be able to meet the needs of the District at a short notice. Moreover, our proposed inspection staff has consistently worked cohesively together during construction of similar construction efforts and is dedicated to project sites for continuity.

**TIMELINESS OF REPORTS:** We provide a variety of tools to convey information. Daily field reports will be provided to the project superintendent following completion of field work. Laboratory reports may be faxed immediately or mailed within 1-day following completion of testing. In addition, our web based **Client-Access** located on our website at [www.matriscope.com](http://www.matriscope.com) allows the client and approved consultants to download and review laboratory reports and daily field reports upon completion of testing or each Tuesday following review of the prior week's daily reports. A few highlights of this reporting system include:

- E-mail capabilities for reports & invoices

August 1, 2012

Page 2 of 2

- Customized daily field reports and log forms
- Ability to access progress-to-date information for reports and billing
- Budget to actual comparisons included with each invoice
- Non-compliance tracking and progress of corrective actions taken
- Distribute reports to the District, Architect, Structural, Contractor, Construction Manager

For budget tracking purposes, our automated cost tracking programs, which are run on a bi-weekly basis, will prompt us to notify the District when contract values may be exceeded.

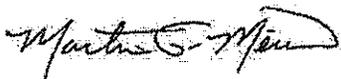
We will provide an itemized listing of all tests and inspections performed. All billing services performed in the field will be charged on an hourly basis. An administration fee of eight percent will be added to all invoices. Equipment charges are additional. MatriScope has a minimum billing increment for our field technicians. Field technicians' charges will be billed at a two-hour minimum and two-hour increment. Overtime (work over 8 hours and Saturdays) or premium time (Sundays and Holidays) are billed at 1.5x and 2.0x, respectively, of our stated hourly rates.

We have presented the attached fees estimate separated in two (2) increments as follows:

Increment 1 – Reinforced Steel, Concrete, CMU and Welding (Base Inspection/Testing Requirements)	\$24,450
Increment 2 – Wood Framing and Administration Fee	<u>\$ 4,872</u>
TOTAL:	\$29,322

MatriScope has read and accepts the terms and conditions of the standard consultant services agreement, and has no proposed deviations or modifications. The attached proposal shall be good for a period of thirty (30) days from the submission date for proposals. Should you have any questions or require additional information, please contact our office at (510) 763-3601.

Respectfully Submitted,  
MatriScope Engineering Laboratories, Inc.



Martin Meier  
Senior Project Manager

Attachments: Budget Estimate  
2012 Schedule of Fees and Services

Cc: Kelly Johnson Kelly@csipm.com

August 1, 2012

**INCREMENT 1**

03300	Cast-In-Place Concrete - Increment 1	Visits	Estimated Units	Rate	Amount
<b>Rebar &amp; Hold Down Inspection:</b>					
	Rebar Placement	8	48 \hours	\$ 75.00	\$ 3,600.00
	Post Installed Anchors, Dowels (Drilled/Epoxied Anchorage)	2	8 \hours	\$ 75.00	\$ 600.00
<b>Concrete Sampling &amp; Cylinder Preparation:</b>					
	Foundations (Footings)	2	16 \hours	\$ 75.00	\$ 1,200.00
	Concrete Slab on Grade	2	16 \hours	\$ 75.00	\$ 1,200.00
	Miscellaneous Concrete Stemwalls/Curbs/Pedestals, etc.	4	16 \hours	\$ 75.00	\$ 1,200.00
	Sample Transportation To Laboratory		14 \hours	\$ 70.00	\$ 980.00
<b>Laboratory Services:</b>					
	Concrete Compression Test (10 Sets of 4) 1 set/150 cubic yards		40 \each	\$ 25.00	\$ 1,000.00
	Base Plate Grout Compression Test (3 Set of 3)		6 \each	\$ 30.00	\$ 180.00
	Anchor Load Test Equipment		8 \each	\$ 10.00	\$ 80.00
	Mix Design Review		3 \hours	\$ 105.00	\$ 315.00
	Final Reports		2 \hours	\$ 160.00	\$ 320.00
<b>Subtotal:</b>					<b>\$ 10,675.00</b>

04100	Masonry / CMU	Visits	Estimated Units	Rate	Amount
<b>Placement Inspection:</b>					
	Masonry Units and Grouting	4	28 \hours	\$ 75.00	\$ 2,100.00
	Sample Transportation To Laboratory		4 \hours	\$ 75.00	\$ 300.00
<b>Laboratory Services:</b>					
	Masonry Prism Compression		5 \each	\$ 85.00	\$ 425.00
	Grout Compression (3 Sets of 4)		12 \each	\$ 30.00	\$ 360.00
<b>Subtotal:</b>					<b>\$ 3,185.00</b>

05120	Structural Steel	Visits	Estimated Units	Rate	Amount
<b>Structural Steel Fabrication &amp; Erection:</b>					
	Shop Welding Inspection	10	72 \hours	\$ 65.00	\$ 4,680.00
	Field Welding Inspection/ High Strength Bolts/ Misc.	9	60 \hours	\$ 75.00	\$ 4,500.00
	Ultrasonic Testing	3	16 \hours	\$ 75.00	\$ 1,200.00
<b>Laboratory Services:</b>					
	WPS Review		2 \hours	\$ 105.00	\$ 210.00
<b>Subtotal:</b>					<b>\$ 10,590.00</b>

**Increment 1 Professional Services Estimated Sub-Total: \$ 24,450.00**

Project Staff Load & Cost Summary		Hours	Cost
Cast-In-Place Concrete:		123	\$ 10,675.00
Masonry:		32	\$ 3,185.00
Structural Steel:		150	\$ 10,590.00
Special Inspection Staff Loaded Schedule:		305	\$ 24,450.00

ENGINEERING & PROJECT MANAGEMENT	Unit	Rate
Senior Materials Engineer	Hours	\$ 150.00
Project Manager	Hours	\$ 125.00
Field Supervisor	Hours	\$ 105.00



August 1, 2012

**INCREMENT 2**

**ALTERNATE**

Alt. A	Structural Wood Inspections - Increment 2	Visits	Estimated Units	Rate	Amount
	Plywood Shear Wall Nailing		20 \hours	\$ 75.00	\$ 1,500.00
	Roof Diaphragm Nailing		8 \hours	\$ 75.00	\$ 600.00
	HDS/Straps, Clips (St. Hardware)		8 \hours	\$ 75.00	\$ 600.00
Subtotal:					\$ 2,700.00

Alt. B	Adm./Support Services (8% of Base Fees)				Amount
	Includes Administrative Support, Project Management, Project Controls				\$ 2,172.00
Subtotal:					\$ 2,172.00

**Increment 2 Professional Services Estimated Sub-Total: \$ 4,872.00**

**CONSTRUCTION & DESIGN TEAM:**

- ❑ Owner: Pleasant Hill Recreation & Park District
- ❑ CM: Critical Solutions, Inc.
- ❑ Architecture: Dahlin Group
- ❑ Contractor: D.L. Falk
- ❑ Structural Engineer: H.D. Rueb
- ❑ Soils Engineer: PRA

**ADDITIONAL COMMENTS:**

1. The unit rates for laboratory testing include all required laboratory technician costs, sample storage and disposal charges.
  2. Regular work day is from 7:00 a.m. to 4:00 p.m., Monday through Friday.
  3. This revised estimate was based upon review of the available project documents consisting of the bid set plans (dated 6/25/12). A detailed construction schedule was not available. Upon request, and receipt of a detailed construction schedule, quantities, and/or subcontractor listing we will update our fee estimate. Our base code required inspections are per the CBC 2010 guidelines.
  4. Services will be performed on a time and material basis in accordance with this estimate and our standard schedule of fees and services, including the general conditions contained therein. An administration fee of eight percent will be added to all invoices. Equipment charges are additional.
  5. Labor rates are based upon prevailing wage requirements (Department of Labor Relations Determination dated 08/22/2011).
- ❑ Exclusions:
- Soils Engineering, Structural Observations (by H.D. Rueb), Site Concrete/Hardscapes
  - Soils Testing (Lab/Field)
- Project Estimating Assumptions/Qualifications:
- ❑ Structural Concrete
    - 8-10 total concrete pours
    - +1-900 cubic yards of concrete
    - Structural concrete area include footings, grade beams, slab on grade, foot walls, pedestals, retaining walls and footings, trash/equipment enclosure.
  - ❑ Structural Steel/Misc. Metals
    - Two-week fabrication duration at Bay Area/Northern California source location

**EXHIBIT B**

**PROJECT SCHEDULE**

The Special Inspection and Testing services for the Pleasant Hill Community Building Project will be performed by **MatriScope Engineering Laboratories, Inc.**, between August 9, 2012, and October 15, 2013.



## **MEMORANDUM**

TO: Board of Directors

FROM: Tina Young, Acting General Manager

DATE: August 1, 2012

RE: Agenda Item #4 and Item #5 – August 8, 2012 Board Meeting

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CSI recommends the District to award the contract to Matriscope in the amount of \$29,322.

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Attached is the information from Ron Johnson and agreement for the geotechnical inspection and testing services for the Community Center project.

CSI recommends the District to award the contract to PRSA in the amount of \$40,000.

Tina Young

---

**From:** Ron Johnson [ronj@csipm.com]  
**Sent:** Wednesday, August 01, 2012 11:53 AM  
**To:** Tina Young  
**Cc:** Bob Berggren; eileen@csipm.com; Mark Blair  
**Subject:** PHR&PD/CC: District/PRA Agreement to Provide Geotechnical Observation and Testing Services

Tina,

Please find attached the proposed Agreement between the District and PRA for PRA to perform geotechnical observation and testing services for the Community Center project.

**Background:** PRA provided geotechnical observation and testing services for the District on the Teen Center and Senior Center projects to the District's satisfaction. They provided a proposal to perform the same services for the Community Center project. PRA's rates for the Community Center project are unchanged from the previous agreement and they have provided a competitive proposal, which is attached to the agreement. These geotechnical observation and testing services are required by code.

**Budget Impact:** PRA's proposed amount is estimated at **\$40,000**. **Budget Code #C245** included **\$50,000** for these services and in the July 17, 2012 budget, this budget item was reduced to **\$42,000**, which provides a contingency for extra services of a little less than 5%. We expect to obtain Falk's preliminary schedule next week, which should help us determine/confirm the overall level of effort needed by PRA (e.g., schedule for the over-excavation effort for the foundation which will require geotechnical observations and testing). The City requires the name of the Geotechnical Engineer that will provide these services prior to issuing the Building Permit. All geotechnical observation and testing costs expended for this service will be billed to **Budget Code #C245**.

**Schedule:** The Agreement includes a duration between August 9, 2012 and mid October 2013, but a significant amount of PRA's scope of work is expected to be performed over the next two to three months as it pertains to the over-excavation and compaction of soils for the construction of the concrete slab. Most work related to utility trench compaction, hardscape (concrete walkways) compaction will likely occur in 2013.

**Recommendation:** CSI recommends the District award the contract to PRA in the amount of **\$40,000**.

Please let me know if you have any questions.

Ron



## AGREEMENT FOR CONSULTING SERVICES

THIS Agreement is made and entered into this 9th of August, 2012, by and between the PLEASANT HILL RECREATION AND PARK DISTRICT, a California Special District, hereinafter referred to as "DISTRICT" and The PRA Group, Inc., hereinafter referred to as "CONSULTANT."

### WITNESSETH:

WHEREAS, DISTRICT desires to contract for **Geotechnical Construction Observation and Testing Services for the Pleasant Hill Community Center Building Project**, which for the purposes of this Agreement shall be called "PROJECT," and,

WHEREAS, CONSULTANT is willing and qualified to do said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

#### I. DUTIES OF CONSULTANT

- A. The CONSULTANT shall provide services required for the PROJECT as described in the Scope of Work, "Exhibit A," which is incorporated herein by reference.
- B. CONSULTANT hereby agrees that CONSULTANT and all of said CONSULTANT's employees and subcontractors hold, have obtained, and shall continue to maintain during the course of this Agreement, all licenses or other statutorily mandated certifications requisite to the performance of the work set forth in the Scope of Work, "Exhibit A," as may be required in the State of California, if any. Failure of CONSULTANT, its employees and subcontractors to obtain and/or maintain in good standing such licenses or certification shall constitute a breach of this Agreement and shall provide grounds for immediate termination thereof.
- C. CONSULTANT shall perform the PROJECT work in such a manner as to fully comply with typical professional standards of care, including professional quality, technical accuracy, timely completion, and the coordination of designs, specifications, reports, and other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement.
- D. The DISTRICT's approval of work or other services or materials furnished hereunder shall not relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. CONSULTANT shall not be relieved of any of the obligations or covenants contained in this Agreement until the tasks as set forth in "Exhibit A" have been completed. It is agreed between CONSULTANT and DISTRICT that those provisions of this Agreement which by their nature continue beyond termination of the Agreement, including but not limited to Sections VIII, IX, X, and XI, shall continue beyond such termination.

#### II. DUTIES OF DISTRICT

The DISTRICT, without cost to CONSULTANT, will provide pertinent information reasonably available to it, which is necessary for performance by CONSULTANT under this Agreement, including previous reports and data relative to the PROJECT. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. CONSULTANT will use its professional judgment in the review and use of data so provided. However, CONSULTANT will not be liable for any error or omission in any data furnished by DISTRICT and used by CONSULTANT which could not reasonably be discovered by CONSULTANT. To this extent CONSULTANT is entitled to rely on data provided by DISTRICT.

### III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of DISTRICT.
- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of DISTRICT.
- C. The DISTRICT does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by CONSULTANT in the performance of this Agreement. CONSULTANT is solely responsible for any such use.

### IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation: For and in consideration of the professional services to be provided by CONSULTANT hereunder, DISTRICT agrees to pay CONSULTANT, and CONSULTANT agrees to accept from DISTRICT compensation for said services in the amount of **FORTY THOUSAND DOLLARS (\$40,000)**. Services will be provided on a time-and-materials basis, with a Not-to-Exceed amount of \$40,000.
- B. Change in Scope of Work: Adjustment in compensation for changes in scope of work shall be authorized in writing by the General Manager of the DISTRICT and shall be based on the Fee Schedule attached as "Exhibit B." No payment shall be made for changes unless authorized in writing by the DISTRICT.
- C. Monthly Payment to CONSULTANT: Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are accompanied by cost documentation determined to be sufficient by the DISTRICT to allow the determination of the reasonableness and accuracy of said invoice. In the event that a payment dispute arises between the parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT's project labor cost records and other direct project related cost data, and copies thereof if requested by the DISTRICT.
- D. Cost of Rework: CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT's failure to provide services required for the PROJECT as described in "Exhibit A" herein in a satisfactory manner, due to any act or omission attributable to the CONSULTANT, or its agents, including subcontractors. Nothing in this paragraph is intended to limit the liability of the CONSULTANT for damages which might arise from the CONSULTANT's negligence, willful misconduct, or breach of the covenants set forth in this Agreement.

### V. TIME OF COMPLETION

- A. Work described in Section I shall be completed in accordance with Project Schedule, described in "Exhibit C", which is incorporated herein by reference.
- B. Failure of the CONSULTANT to perform any of the services required hereunder in a timely manner, or to meet any completion schedule made a part of this Agreement, including any interim milestone set forth, shall constitute a basis for termination for cause as set forth in subsection VII.A. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the PROJECT will be completed satisfactorily within the prescribed time.

### VI. CONSULTANT'S ASSIGNED PERSONNEL

CONSULTANT designates **Dean Affeldt** to act as Project Manager for the performance of the work and for all matters relating to performance under this Agreement. CONSULTANT designates the following persons for the indicated functions:

**Project Manager, Dean Affeldt**  
**Senior Technician, Aaron Bocchi**

Substitution of any of these assigned personnel will require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

No subcontract shall be awarded, or an outside consultant engaged, by the CONSULTANT, unless the CONSULTANT has made written request to use such subcontractor or outside consultant and its request has been approved in writing by the DISTRICT. No additional approval shall be required for subcontracting with or engagement of an outside consultant set forth in "Exhibit A." The written approval of the DISTRICT resulting in the use of or engagement of a subcontractor or outside consultant does not relieve the CONSULTANT of the obligations or covenants set forth in this Agreement.

## VII. TERMINATION

- A. Either party may terminate this Agreement for cause, in whole or in part, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination for cause may be effected unless the other party is given: (1) not less than ten (10) calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- B. If the DISTRICT terminates this Agreement pursuant to subsection VII.A., above, nothing set forth in this Agreement is intended to require the DISTRICT to compensate CONSULTANT for any services which may be claimed to have been provided or be in progress, if the DISTRICT reasonably concludes that further compensation is unwarranted.
- C. The DISTRICT may terminate this Agreement, in whole or in part, whether or not CONSULTANT has failed to fulfill its obligations, if the DISTRICT has a reasonable basis for termination. CONSULTANT will be given: (1) not less than ten (10) calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the DISTRICT before termination.
- D. Upon receipt of a termination notice, CONSULTANT shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the DISTRICT all data, information, and materials as CONSULTANT may have prepared or developed in performing this Agreement, whether completed or in process, including, but not limited to, drawings, specifications, reports, estimates, summaries, software, and electronic files of all deliverables.
- E. Upon termination under subsection VII.C., the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to the date of receipt of notice of termination and for services thereafter completed at the request of the DISTRICT and any other reasonable cost incidental to such termination of services. Such payments available to CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

## VIII. INDEMNITY

CONSULTANT shall indemnify, hold harmless and defend, in any actions at law or in equity, the DISTRICT, its officers, employees, agents, and elective and appointive boards, from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, including attorneys' fees, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT related to the provision of any professional services provided hereunder, but not including claims, losses, damage, injury, death, or other liabilities caused by the active negligence, or the willful misconduct of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, this indemnification shall extend to such claims, losses, damage, injury, death, or other liabilities

occurring after the completion of the CONSULTANT's operations, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements does not relieve CONSULTANT from liability under this indemnification Section. The obligations of this indemnification Section shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

## IX. INSURANCE

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to or death of persons or damages to property which may arise out of or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). Coverage is to be endorsed to include contractual liability.
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the CONSULTANT's profession. Coverage is to be endorsed to include contractual liability.

### B. MINIMUM LIMITS OF INSURANCE

CONSULTANT, throughout shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per claim, \$1,000,000 aggregate.

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must not exceed \$25,000, unless authorized in writing by the District.

### D. OTHER INSURANCE PROVISIONS

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its officers, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT.
2. For any claims related to the Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, employees and volunteers, but only to the extent the claims arise out of CONSULTANT's acts or omissions. Any insurance or self-insurance maintained by the DISTRICT, its officers, employees and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

#### E. 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 DISTRICT.

#### F. VERIFICATION OF COVERAGE

CONSULTANT shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the DISTRICT before any work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section at any time.

#### X. OWNERSHIP OF DOCUMENTS

All rights, title, royalties and interest to all work product of CONSULTANT resulting from its performance under this Agreement, including, but not limited to data, reports, estimates, drawings, specifications, software, summaries, electronic files of all deliverables, and any other such information and materials as may be prepared or developed by CONSULTANT in performing work under this Agreement, whether complete or in progress, shall be vested in the DISTRICT, upon payment of amounts owing pursuant to this Agreement, and none shall be revealed, disseminated, or made available by CONSULTANT to others without prior consent of the DISTRICT. If this Agreement is terminated in accordance with Section VII, CONSULTANT shall deliver such documents within two weeks of receipt of a termination notice.

#### XI. EXAMINATION OF RECORDS

CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

#### XII. SCOPE OF AGREEMENT

This writing constitutes the entire Agreement between the parties relative to CONSULTANT's services on the PROJECT, and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

#### XIII. NOTICES

All notices from one Party to the other shall be in writing and delivered or mailed to such party at its designated address as follows, or sent via facsimile transmission to such telephone number indicated as follows. Such notices shall be deemed to have been made: (1) when hand delivered; (2) as indicated by certified mail receipt; (3) five days after mailing by first class mail; or (4) as indicated on facsimile

transmission receipt, if facsimile transmission is followed by prompt certified or first class mailing or hand delivery.

To DISTRICT:           General Manager  
Pleasant Hill Recreation and Park District  
147 Gregory Lane  
Pleasant Hill, CA 94523  
Phone (925) 682-0896  
Fax (925) 682-1633

To CONSULTANT:       Dean Affeldt, Principal  
The PRA Group, Inc.  
1041 Hook Avenue  
Pleasant Hill, California 94523  
Phone (925) 938-2801  
Fax (925) 932-2795

#### XIV. APPLICABLE LAWS

- A. CONSULTANT shall perform this Agreement in accordance with all applicable federal, state, and local laws and regulations. This Agreement shall be construed in accordance with California law. Venue concerning any dispute shall be in Contra Costa County.
- B. CONSULTANT's attention is directed to the following selected requirements of California law, which are included as part of this Agreement. These legal citations are not exhaustive of all requirements of California law applicable to the PROJECT. CONSULTANT remains responsible for completing the PROJECT in accordance with all laws and regulations.
1. California Labor Code Section 1771 provides "Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work".
  2. In accordance with California Labor Code Section 1773.2, OWNER advises that copies of the prevailing rate of per diem wages are on file at DISTRICT's principal office, which shall be made available to any interested party on request. CONSULTANT is hereby directed to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site of the PROJECT, to the extent required by law.
  3. The CONSULTANT is hereby advised of the requirements of California Labor Code Section 1810, which provides, in part, that "Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his or her official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof."
  4. The CONSULTANT is hereby advised that DISTRICT shall require CONSULTANT to follow the requirements of California Labor Code Section 1861, which provides, "Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

IN WITNESS the parties hereto have executed this Agreement on the day first above-written.

**PLEASANT HILL RECREATION AND PARK  
DISTRICT:**

\_\_\_\_\_  
General Manager

**ATTEST:**

\_\_\_\_\_  
District Clerk

**THE PRA GROUP, INC.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **EXHIBIT A**

### **SCOPE OF WORK**

Scope of Work for **The PRA Group, Inc.** shall include Geotechnical Construction Observation and Testing Services as follows:

1. Observation of subexcavation operation; preparation of subgrade; and review/test candidate import fill sites for compliance as low expansion import (if needed).
2. Observation and testing services including compaction testing during site and pad grading.
3. Observation of foundation excavations.
4. Observation and testing services including compaction testing during installation of underground utilities.
5. Observation and testing services including compaction testing during parking lot modification
6. Observations during retaining wall construction.
7. Provide written report(s) of results of geotechnical observation and testing services, and foundation excavations.

**EXHIBIT B**

**RATES**

Professional Geotechnical Observation and Testing Services, provided by **The PRA, Group Inc.**, to be billed as follows:

**The PRA, Group Inc.** will perform the services listed in *Exhibit A* on a time-and-materials basis in accordance with the attached Standard Fee Schedule. We anticipate that the majority of the observation and testing services will be performed by a Senior Technician from our office, at a rate of \$90.00 per hour, with inspections charged at a two-hour minimum, and in two-hour increments. The nuclear gauge will be invoiced at \$10.00 per hour, with a two-hour minimum and in two-hour increments. Our hourly rates are charged portal to portal, and due to the proximity of the site to our office, no mileage charge will be assessed.

This office was not provided any construction schedule, and our fees are subject to the methods and operations of the Contractor(s) working on the site, site conditions encountered during construction, and weather impacts. Therefore, the following rates and charges are listed for planning purposes only, with the actual fee based upon the time and materials expended per the rates listed in the attached Fee Schedule:

**Field Inspection**

Senior Technician	\$90.00/hour
Nuclear gauge	\$10.00/hour

**Supervisory Review**

Senior Principal	\$175.00/hour
Principal	\$150.00/hour
Sr. Proj. Eng/Geol	\$110.00/hour

**Office/Administrative**

Drafting	\$75.00/hour
Tech. Reproduction	\$70.00/hour

**Laboratory Charges**

Compaction Curves	\$275.00 each
Atterberg Limits	\$140.00 each
Maximum Density Asphalt (CAL 375)	\$345.00 each

**Reports**

Pad Certification Letter	\$800.00
Foundation Excavation Letter	\$800.00
Final Report	\$1,500.00

Actual fee based upon the time and materials expended upon the project. Additional services due to unforeseen site conditions, contractors work schedule beyond estimated, weather, and requests from the Design Team and Owner to be charged at the hourly rates and charges listed on the attached Standard Fee Schedule and listed above.

Attachment: Standard Fee Schedule. All rates listed are valid through December 31, 2013.

# PRA Group, Inc.

## Geotechnical, Environmental, & Materials Testing

1041 Hook Avenue  
Pleasant Hill, CA 94523

Tel (925) 938-2801  
Fax(925) 932-2795

### STANDARD FEE SCHEDULE August, 2012 through December, 2013

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
Senior Principal .....	\$175.00
Principal .....	150.00
Associate Engineer/Geologist .....	125.00
Senior Project Engineer/Geologist .....	110.00
Project Engineer/Geologist .....	105.00
Senior Staff Engineer/Geologist .....	95.00
Staff Engineer/Geologist .....	90.00
Engineering Assistant .....	85.00
Chief Technician* .....	95.00
Senior Technician* .....	90.00
Technician* .....	80.00
Support Technician .....	70.00
Senior Drafter/Designer .....	80.00
Drafter .....	75.00
Technical Support/Reproduction .....	70.00
Expert Witness/Legal Services .....	On Request
Travel Time .....	Standard Hourly Rate (Portal to Portal)

\*A 2-hour minimum charge will be made for all field services. Additional time will be charged in 2-hour increments. Time worked on weekends, holidays, or more than 8 hours per day at the request of the client or the client's representative will be invoiced at 1.5 times the hourly rates listed above.

#### ADDITIONAL OFFICE SERVICES

Computer (CAD, ICA, Engineering Analysis) .....	\$25.00/hour
Reproduction .....	\$0.25/page
Plotting Service	
Bond .....	\$2.60/sq f
Vellum .....	\$2.70/sq f
Mylar .....	\$5.70/sq f
Blueprint/Sepia .....	\$0.30/sq f
Facsimile .....	\$1.25/page
Video Camera .....	\$5.00/hour

#### SPECIAL SERVICES

Materials, Consultants, Outside Laboratory Testing .....	Cost Plus 15%
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Special field testing will be invoiced at personnel rates and cost of special equipment plus 15%.

#### DRILLING AND SAMPLING

Soil Drilling and Rock Coring (4 hour minimum) .....	On Request
Drilling and Sampling Supplies, Subcontract Services, Outside Equipment Rental .....	Cost Plus 15%

#### FIELD EQUIPMENT

Nuclear Gauge (Minimum 2-hour increments) .....	\$10.00/hour
Photoionization Detector (Minimum 2-hour increments) .....	\$10.00/hour
Brass Liners/Caps (Environmental) .....	\$8.00/each
Open Double-Ring Infiltrometer** .....	\$125.00/day
Scaled Double-Ring Infiltrometer** .....	\$150.00/day
BAT Permeameter .....	\$100.00/day
Torque vs Depth Recorder .....	\$ 5.00/hour

\*\*Excludes installation and monitoring.

**VEHICLE CHARGES**

Vehicle 2x4 (Minimum 2-hour increments) .....	\$10.00/hour
Vehicle 4x4 (Minimum 2-hour increments) .....	\$12.50/hour
Mileage .....	\$0.60/mile
Mobile Lab/Sampling Van (with equipment) .....	\$200.00/day

**LABORATORY TESTS**

SPECIAL SAMPLE PREPARATION ..... Standard Personnel Rates

**SOIL AND AGGREGATE**

Sieve Analysis to No. 200 Sieve .....	ASTM D 422	125.00
Sieve Analysis, Wash (% Finer Than No. 200 sieve only) .....	ASTM D1140	65.00
Hydrometer Analysis .....	ASTM D 422	150.00
Special Bulk Rate Hydrometer Analysis .....	ASTM D422 90.00	
Combined Analysis, (Sieve and Hydrometer) .....	ASTM D 422	210.00
Moisture Determination and Unit Weight .....	ASTM D2216	40.00
Moisture Content Only .....	ASTM D2216	25.00
Plasticity Index of Soils .....	ASTM D4318	140.00
Liquid Limit .....	ASTM D4318	100.00
Shrinkage Factors .....	ASTM D 427	85.00
Organic Content .....	ASTM D2974	75.00
Sand Equivalent .....	ASTM D2419	100.00
Specific Gravity .....	ASTM D 854	100.00
Log Tube Sample .....	ASTM D2488	15.00
Resistivity of Soil (Laboratory Measurement) .....	CAL 532 or 643	110.00
pH (Laboratory Measurement) .....		75.00
Soil Soluble Sulphate, Chemical Analysis .....		100.00

**STRENGTH TESTS**

Unconfined Compression		
(includes Moisture Content and Unit Weight) .....	ASTM D2166	\$100.00
Triaxial Compression Test:		
Unconsolidated--Undrained, Quick Test, .....	ASTM D2850	125.00/point
Unconsolidated--Undrained (back pressure saturated) .....		225.00/point
Consolidated--Undrained .....	ASTM D4767	240.00/point
Consolidated--Drained .....		On Request
Direct Shear Test:		
Unconsolidated--Undrained, Quick Test .....	ASTM D3080	100.00/point
Consolidated--Drained .....		125.00/point
Consolidated--Drained, Residual .....		180.00/point
Torvane Shear Test .....		20.00
Pocket Penetrometer Test .....		15.00

**CONSOLIDATION/EXPANSION TESTS**

One Dimension Consolidation		
(with 9 load increments and 2 time rates) .....	ASTM D2435	\$600.00/test
Constant Rate of Strain Consolidation with Time Rate .....	ASTM D4186	500.00/test
Consolidation Per Load Increment or Per Time Rate .....		100.00
Swell or Settlement Potential .....	ASTM D4546	
Method A, Multi-Load .....		250.00
Method B, Single Load .....		150.00
Method C, Constant Volume, Swell Pressure .....		300.00
Percent Free Swell .....		100.00
Expansion Index .....	ASTM D4829/UBC 29-2	200.00

**MOISTURE DENSITY RELATION TESTS**

Compaction Curves		
Standard Method A, Add \$25 for Methods B, C, & D .....	ASTM D 08	\$200.00
Modified Method A, Add \$25 for Methods B, C, & D .....	ASTM D1557	250.00

Check Point .....	ASTM D698, D 1557	100.00
California Impact .....	CAL 216	250.00
Resistance Value (R-Value) .....	ASTM D2844	260.00

**HYDRAULIC CONDUCTIVITY**

Rigid Wall Permeability .....		\$250.00
Triaxial Permeability .....	ASTM D5084	380.00

**CONCRETE**

Concrete Mix Design Review .....		\$200.00
Laboratory Trial Batch, including Compression Testing of Six Specimens .....		400.00
Concrete Cylinder Cured and/or Compression Tested .....	C 39	30.00
Unit Weight of Concrete Cylinders .....	C 88	50.00
Air Content of Freshly Mixed Concrete .....	C 231	85.00/hr
Compression Test, Cube .....		100.00
Cylinder Molds .....		4.00
Moisture Vapor Transmission Test .....		60.00
Unit Weight of Lightweight Concrete .....	C 567	85.00/hr

**MASONRY**

Grout or Mortar Specimen		
Cured and/or Compression Tested .....	C 579, C 1019, C 780, C 942, C 109	\$30.00
Compression Test, Masonry Units .....	C 40	75.00
Absorption and Received Moisture, Masonry Units .....	C 40	70.00
Grout or Mortar Mold .....		4.00

**ASPHALT**

Centrifuge Kerosene Equivalent .....	CAL-303	\$200.00
Extraction, % Bitumen .....	D 1856, D 2172, or CAL-310	180.00
Film Stripping .....	CAL-302	150.00
Unit Weight of Asphalt Core or Compacted Sample .....	D 2726	75.00
Moisture Content (Xylene Reflux Method) .....	D 1461	225.00
Maximum Theoretical Specific Gravity (Rice Method) .....	D 2041	125.00

**NOTES**

1. Sample pickup and delivery will be charged at a support technician's hourly rate portal to portal.
2. Rush laboratory tests are subject to a 50 percent surcharge.
3. All samples will be discarded after 30 days unless prior arrangements are made.
4. Contaminated samples will be returned to the client for proper storage or disposal.

**EXHIBIT C**

**PROJECT SCHEDULE**

The **Geotechnical Observation and Testing Services for the Pleasant Hill Community Center Building Project** will be performed by **The PRA Group, Inc.** between August 9, 2012, and August 31, 2013.



## MEMO

To: Bob Berggren, General Manager (Tina Young, Acting General Manager)  
From: Carrie Miller, BPFC and Kendra Luke, Senior Center Supervisor  
Date: August 1, 2012  
Subject: Senior Center Standard Furniture Package – Project No. S702

Bids for the Senior Center Standard Furniture Package were opened Friday July 27, 2012 at 10:00am. Three of eight plan holders submitted bids for the project.

The bid documents included pricing worksheets in three sections: Base Bid, Add Alternate #1, and Add Alternate #2. (See attached "Senior Center Furniture Packages Worksheet" for itemized lists). Bid is to be awarded on BASE BID quote.

The lowest responsive bid was submitted by **One Workplace for \$145,117.45.**

The designers estimate from Page & Moris for the Base Bid this furniture package was \$160,900.00.

Staff recommends accepting the bid from One Workplace to provide and install the Senior Center Standard Furniture Package Base Bid items, with consideration to also accept the bids for Add Alternates #1 and #2.

Attached: Bid Opening Results dated July 27, 2012  
Senior Center Furniture Packages – Compare Budget with Quotes 20120801  
Senior Center Furniture Packages Worksheet

SENIOR CENTER FURNITURE PACKAGES WORKSHEET

STANDARD PACKAGE

Code	Item Name	Quantity	Manufacturer	Room(s)	Budgeted Amt.	Actuals	Notes
C-8	Armless stacking chair with seat pad	255	Fixture	MU	\$ 29,325.00		Revenue generating item
T-1	Fixed Round Table - 60"	11	Shelby Williams	Dining	\$ 19,800.00		Revenue generating item
C-1	Upholstered armless chair with hand hole	108	Stylex	Dining/Coffee/etc	\$ 51,840.00		Revenue generating item
M-9	Dolly for upholstered stacking chair	17	Fixture	Storage	\$ 3,220.00		Necessary item for the revenue generating item
T-4	Folding round table	32	Southern Aluminum	MU	\$ 31,200.00		Revenue generating item
M-10	Table truck for 60" folding tables	7	Southern Aluminum	Storage	\$ 6,390.00		Necessary item for the revenue generating item
C-3	Upholstered Sofa with roll arms	2	Martin Bratrud	Library/Lounge	\$ 5,200.00		Public space first seen when you enter the building
C-3a	Upholstered Chair with roll arms	1	Martin Bratrud	Library/Lounge	\$ 1,750.00		Public space first seen when you enter the building
C-2	Upholstered Lounge with wood arms	4	Nemschoff	Library/Lounge	\$ 6,800.00		Public space first seen when you enter the building
T-2	Occasional Table-Cube	5	National Office Furniture	Library/Lounge/Hallway	\$ 3,500.00		Public space first seen when you enter the building
M-1	Table Lamp-Ceramic	3	Coronet Lighting	Library/Lounge	\$ 1,125.00		Public space first seen when you enter the building
M-1a	Table Lamp-Glass	2	Coronet Lighting	Library/Lounge	\$ 750.00		Public space first seen when you enter the building
				Base Bid Package	\$ 160,900.00	\$ 145,117.45	
T-8	Fixed Rectangular table	6	Westcoast Industries	Arts & Crafts	\$ 6,600.00		Tables are specialized size to accommodate specific programs (deeper than other tables)
T-9	Folding Square Table	16	Falcon	Game/Classrooms	\$ 13,200.00		Could use old ones stored at VFW, Church of the res & Aegis if absolutely needed
M-11	Table Truck for folding square tables	3	Falcon	Storage	\$ 3,195.00		Necessary item for the card tables
C-4	Bench with slat back	4	Kimball	Lobby/Hallway	\$ 5,800.00		Rest stops - very necessary due to the length of the building
C-6	Upholstered pull up chair with arms	1	Nemschoff	Hallway	\$ 1,150.00		Public space right outside courtyard - other seating areas available
C-7	Settee with wood arms	1	Nemschoff	Hallway	\$ 1,900.00		Public space right outside courtyard - other seating areas available
T-12	Fixed Round Table	3	Westcoast Industries	Coffee Lounge	\$ 2,325.00		Public space off of lobby area, will need something. Could use old card tables?
M-06	Literature Rack	1	Peter Pepper	Trip Counter	\$ 1,100.00		Trip Program has a number of publicity fliers at all times. Trips bring in revenue
				Add Alternate 1	\$ 35,270.00	\$ 30,537.03	
C-10	Armless chair with wood back and seat	24	Stylex	Arts & Crafts	\$ 9,120.00		Could use old CC upholstered red chairs in the interim
T-7	Computer Tables	5	Bretford	Computer room	\$ 3,150.00		Would limit computer classes to 10 stations which was what we used to have.
T-13	Work Bench	1	Global Equipment Co.	Small Appliance Repair	\$ 800.00		Could Use the old one-stored at Bob Nace's
M-3	Bench Cushions	7	Kay Chesterfield/Equal	Library/Seating areas	\$ 1,950.00		Not necessary right away
M-8	Drapery	2	Angelique/Equal	Library/Lounge	\$ 4,200.00		Will look nice but not essential to programming or for revenue
M-02	Lectern	1	Peter Pepper	MU	\$ 700.00		Could Use podium donated by Berding / Weil
S-5	Verticle File	3	Office Specialty/Inscape	Café office/Treasurer	\$ 2,340.00		Could Use current files cabinets: Treasurer, Admin, Care Manager
C-1a	Fully upholstered armless chair	11	Stylex	Offices	\$ 5,280.00		
M-7	Bulletin Board	1	Peter Pepper	Staff Lounge	\$ 250.00		Could Use media board donated by Berding/Weil
C-5	Armless sledbase chair, no upholstery	4	Fixture	Staff Lounge	\$ 400.00		Could Use old CC red chairs or old SC blue chairs
T-10	Staff Round Table - 42"	1	Westcoast Industries	Staff Lounge	\$ 740.00		Could Use table donated by Berding / Weil
				Add Alternate 2	\$ 28,930.00	\$ 28,863.61	
				Standard Package Total	\$ 225,100.00	\$ 204,518.09	

**TIMELINE:** Expected completion of the SC is early December 2012. Furniture should be installed late November to early December.

Manufacturer lead times are 8-12 weeks from order to delivery. We should order absolutely no later than August 23rd (assuming the ordering approval will be made final at the August 22nd Board Meeting).

The Standard Furniture Package was put to public bid and is awarded on the Base Bid group of items. The District can add either or both groups labelled Add Alt #1 and Add Alt #2.

These items should be accepted as whole groups, since modification of either list requires negotiating with the bidder.

COALESSE PACKAGE

T-5	Flip Top nesting table, 36x72	40	Coalesse	MU	\$ 38,000.00	\$ 31,678.40	Revenue generating item
T-3	Elliptical Coffee Table	1	Coalesse	Library/Lounge	\$ 1,100.00	\$ 1,278.16	Public space first seen when you enter the building
T-6	Flip top table, 2'x6'	19	Coalesse	Classrooms	\$ 17,005.00	\$ 14,701.44	Back classroom programming will mainly utilize card tables. When needed we'll use item T-5
T-11	Fixed Rectangular Table	1	Coalesse	Meeting Room	\$ 800.00	\$ 507.52	
				Shipping/Installation/tax		\$ 7,066.72	
				Coalesse Package Total	\$ 56,905.00	\$ 55,232.24	

Coalesse furniture was removed from the Standard Package in order to provide a fair field for bidders. Steelcase makes Coalesse.

STEELCASE PACKAGE

Code	Item Name	Quantity	Manufacturer	Room(s)	Total Cost	Actuals	Notes
M-4	Markerboard (10'L)	3	Steelcase	Class/Computer	\$ 2,100.00	\$ 1,089.00	Necessary for computer lab and classrooms
M-4a	Markerboard (8'L)	1	Steelcase	Classroom	\$ 600.00	\$ 600.00	Necessary for computer lab and classrooms
W-6	U-workstation with D-shape desk	1	Steelcase	Supervisor	\$ 2,200.00	\$ 2,109.00	Desk specific to office space and programmed use by full time staff
W-5a	U-workstation with L hand pedestal	1	Steelcase	Trip Coord.	\$ 2,400.00	\$ 2,247.00	Desk specific to office space and programmed use by full time staff
W-5a	U-workstation with R hand pedestal	2	Steelcase	Program Coord./Admin	\$ 2,400.00	\$ 6,900.00	Desk specific to office space and programmed use by full time staff
W-4	Two desks with shared return	1	Steelcase	Membership/Treasurer	\$ 1,900.00	\$ 1,659.00	Desk specific to office space and programmed use by Senior volunteers
C-11	Ergonomic Task Chair with arms	6	Steelcase	Offices	\$ 3,750.00	\$ 3,150.00	Deleted 8 chairs from list, will use old/donated chairs. New chairs for those working min. 6 hrs/day
S-1	Storage Cabinet-36"w x 18"d x full height	7	Steelcase	Trip/Prog/Admin/Sup/HI	\$ 5,075.00	\$ 5,264.00	Used to store membership, treasurer, volunteer program & staff files
S-3	Lateral Files-3 drawers, 36" wide	3	Steelcase	Maint./Supervisor	\$ 1,725.00	\$ 1,648.08	
S-4	Bookcase - 36" wide	3	Steelcase	Maint./Sup/Trip Coord.	\$ 1,200.00	\$ 1,940.40	
S-2	Storage Cabinet - 30"w x 18"d x 40"h	1	Steelcase	Care Manager	\$ 500.00	\$ 480.00	Necessary to storedonated items to the Care Mgmt. Program
C-12	Ergonomic Task Stool with arms	1	Steelcase	Computer instructor	\$ 825.00	\$ -	Higher task chair needed for the desk we already own. (Have old chair in storage)
W-7	L shape workstation with pedestals	1	Steelcase	Library/Lounge	\$ 2,000.00	\$ 1,045.37	Could Use desk currently used by front desk or admin (public space)
W-3	72" desk with 48" return	1	Steelcase	Care Manager	\$ 1,200.00	\$ 1,659.00	Could Use desk currently used by Admin or Front desk
W-1	Desk-30" x 60"	3	Steelcase	Kitchen/Maint./HICAP	\$ 900.00	\$ -	Could Use desk currently used by Trip Coord., Care Manager & Program Coord.
W-2	60" desk with 42" return	1	Steelcase	Kitchen Office	\$ 1,200.00	\$ -	Could Use desk currently used by Supervisor
M-5	Markerboard (6'L)	1	Steelcase	Meeting Room	\$ 450.00	\$ 450.00	
				delivery/design/install/fabrics/tax		\$ 10,400.00	
				Steelcase Package Total	\$ 30,425.00	\$ 40,640.85	

Steelcase is a contract pricing manufacturer. The original estimates were done before Steelcase announced a price increase, driven by the increased price of oil. We were unable to take advantage of the lower price, since we had not decided which items we were buying at that time.

These quantities are low, so we are able to shop with no price penalty for reducing a quantity or eliminating a line item.

HAWORTH PACKAGE

C-9	Armless Stacking Chair w/out upholstery	73	Haworth	Classes/Computer/Game	\$ 18,250.00	\$ 8,927.49	Could use old CC chairs in the interim
				Haworth Package Total	\$ 18,250.00	\$ 8,927.49	

Haworth is another contract pricing manufacturer. Quantity may be reduced without penalty, just as with the Steelcase package.

Budget Est. Standard Package Total	\$ 225,100.00	Actual Standard Package Total	\$ 204,518.09	Priority
Budget Est. Steelcase/Coalesse Package Total	\$ 89,130.00	Actual Steelcase/Coalesse Package Total	\$ 97,215.59	Alt #1 - 2nd priority
Budget Est. Haworth Package Total	\$ 18,250.00	Actual Haworth Package Total	\$ 8,927.49	Alt #2 - lowest priority
<b>Budget Est. SC Furniture TOTAL</b>	<b>\$ 332,480.00</b>	<b>Quoted/Bid SC Furniture TOTAL</b>	<b>\$ 310,661.17</b>	

**SENIOR CENTER FURNITURE PACKAGES - COMPARE BUDGET WITH QUOTES      8/1/2012**

VENDOR	PACKAGE	BUDGET EST	QUOTE	VARIANCE	COMMENTS
One Workplace	Steelcase/Coalesse	89,130.00	95,872.00	-6,742.00	over budget est
Unisource	Haworth	18,250.00	8,927.00	9,323.00	under budget est
Standard	(Low Bidder)	225,100.00	204,518.00	20,582.00	under budget est
<b>TOTAL</b>		<b>332,480.00</b>	<b>309,317.00</b>	<b>23,163.00</b>	<b>under budget est</b>

Senior Center Furniture Project No. S702



<b>Bid Opening Date: July 27, 2012, 10:00 A.M.</b>	
<b>Contractor Name</b>	<b>Total Base Bid</b>
Commercial Services Group	\$152,527.25
Hoovers Commercial Interiors	DID NOT BID
MB Contract Furniture	DID NOT BID
One Workplace	\$145,117.45
RDI	\$156,373.01
Unisource Solutions	DID NOT BID
Workplace Design	DID NOT BID

APPARENT  
LOW BIDDER



## **MEMORANDUM**

TO: Board of Directors  
FROM: General Manager  
DATE: July 26, 2012  
RE: Agenda Item #7 – August 8, 2012 Board Meeting

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### **Update on Bond Projects**

- Senior Center
- Teen Center
- Community Center
- Pleasant Oaks Park

The General Manager and staff will give an update on the various bond projects.



## **MEMORANDUM**

TO: Board of Directors

FROM: General Manager

DATE: July 26, 2012

RE: Agenda Item ~~#8~~<sup>#9</sup> -- August 8, 2012 Board Meeting

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### **Consent Calendar (ACTION)**

- a. To Approve Bills to be Paid**

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
17117	08/08/2012	Aflac	Aflac	195.40	000000
17118	08/08/2012	AmFid	American Fidelity	2,768.71	000000
17119	08/08/2012	Antai	Antai Solutions LLC	6,859.00	000000
17120	08/08/2012	ATTYel	AT&T Yellow Pages	26.40	000000
17121	08/08/2012	B&DTrail	B&D Trailer Sales	25.97	000000
17122	08/08/2012	BerBob	Robert B. Berggren	350.00	000000
17123	08/08/2012	BillAce	Bill's Ace Hardware	811.30	000000
17124	08/08/2012	BillTir	Bill's Tire Service Inc	464.90	000000
17125	08/08/2012	BonaSan	Sandra Bonato	200.00	000000
17126	08/08/2012	C & M Pa	C & M Party Props	4,987.77	000000
17127	08/08/2012	CalRox	Roxanne Calimeris	68.60	000000
17128	08/08/2012	Capri	CAPRI	29,445.00	000000
17129	08/08/2012	CaSt	California State Disbursement	297.00	000000
17130	08/08/2012	CCWat	Contra Costa Water District	1,944.52	000000
17131	08/08/2012	Cintas	CINTAS Fire Protection # F44	188.24	000000
17132	08/08/2012	Cole	Cole Supply Co., Inc.	532.41	000000
17133	08/08/2012	CommPool	Commercial Pool Systems, Inc.	2,211.65	000000
17134	08/08/2012	CreekMon	Creek Monkey	240.00	000000
17135	08/08/2012	Cresco	Cresco Equipment Rentals	827.54	000000
17136	08/08/2012	DonDen	Dennis A. Donaghu	200.00	000000
17137	08/08/2012	EastBay	East Bay Blue Print & Supply C	296.76	000000
17138	08/08/2012	EBMUD	East Bay Mud	3,897.60	000000
17139	08/08/2012	Ed2go	Education To Go	269.50	000000
17140	08/08/2012	Ewing	Ewing Irrigation	634.77	000000
17141	08/08/2012	FranTx	Franchise Tax Board	90.00	000000
17142	08/08/2012	Furber	Furber Saw, Inc.	254.15	000000
17143	08/08/2012	GlovBob	Bobby Glover	200.00	000000
17144	08/08/2012	GNU	GNU Group	910.06	000000
17145	08/08/2012	Grainger	Grainger	86.07	000000
17146	08/08/2012	HurLan	Lance Hurtado	621.80	000000
17147	08/08/2012	Incred	Incrediflix, Inc.	1,320.00	000000
17148	08/08/2012	INKEM	INKEM	194.85	000000
17149	08/08/2012	LincEqu	Lincoln Equipment, Inc.	1,749.23	000000
17150	08/08/2012	MadSci	Mad Science Of Mt Diablo	875.00	000000
17151	08/08/2012	MobiMod	Mobile Modular Mngmnt Corp	75.78	000000
17152	08/08/2012	MtDiablo	Mt Diablo Landscape Centers	27.16	000000
17153	08/08/2012	Muir	Muir/Diablo Occupational Medic	77.00	000000
17154	08/08/2012	Nextel	Nextel Communications/Sprint	931.80	000000
17155	08/08/2012	PERS	PERS	14,584.64	000000
17156	08/08/2012	PG&E	Pacific Gas & Electric Co	6,471.12	000000
17157	08/08/2012	PhCit	Pleasant Hill, City of	6,956.88	000000
17158	08/08/2012	PHFOCUS	Community Focus LLC	450.00	000000
17159	08/08/2012	PhSen	Pleasant Hill Seniors Club	177.91	000000
17160	08/08/2012	PlayWel	Play-Well Teknologies/ Timothy	1,430.00	000000
17161	08/08/2012	PleaHill	Pleasant Hill Rec & Park Distr	128,581.41	000000
17162	08/08/2012	RJM	RJM	299.25	000000
17163	08/08/2012	RoarCam	Roaring Camp Railroads	756.45	000000
17164	08/08/2012	SandSaf	Sanderson Safety Supply Co	221.12	000000
17165	08/08/2012	ShepCec	Cecile Shepard	200.00	000000
17166	08/08/2012	SiePac	Sierra Pacific Tours	2,050.00	000000
17167	08/08/2012	StePrint	Steven's Printing	97.43	000000
17168	08/08/2012	SterSher	Sherry Sterrett	200.00	000000
17169	08/08/2012	Sunstate	Sunstate Equipment Co.	61.38	000000
17170	08/08/2012	SupAuto	Superior Auto Parts Warehouse	84.37	000000
17171	08/08/2012	UniBank	Union Bank Of California	4,082.41	000000
17172	08/08/2012	Upstage	Upstage Productions	2,000.00	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
17173	08/08/2012	USBANKP	U.S. Bank Corporate Payment	22,191.68	000000
17174	08/08/2012	Valic	Valic	1,350.00	000000
17175	08/08/2012	WateIrr	Watersavers Irrigation Inc	165.36	000000
17176	08/08/2012	Xerox	Xerox Corporation	538.42	000000
<b>CHECK TOTAL:</b>				<b>\$258,105.77</b>	



## **MEMORANDUM**

TO: Board of Directors

FROM: General Manager

DATE: July 26, 2012

RE: Agenda Item ~~#9~~<sup>#10</sup> – August 8, 2012 Board Meeting

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### **To Approve Resolution 2012-08-08, Approving the Appropriation Limit for Fiscal Year 2012 – 13 (ACTION)**

This is an annual resolution that needs to be completed with the calculations for the appropriation limits for the new fiscal year 2012 – 2013. Attached is a worksheet from Accounting Supervisor Mark Blair along with the resolution.



**Pleasant Hill  
Recreation & Park District**  
People, Parks & Programs Since 1951  
147 Gregory Lane, Pleasant Hill, CA 94523  
www.pleasanthillrec.com

# **Board of Directors Resolution**

**PLEASANT HILL RECREATION & PARK DISTRICT  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA  
BOARD OF DIRECTORS**

**IN THE MATTER OF** **RESOLUTION 2012-08-08**  
**APPROVING APPROPRIATION LIMIT (ARTICLE XIII B) FOR FISCAL YEAR 2012 - 13**

**THE PLEASANT HILL RECREATION & PARK DISTRICT BOARD OF DIRECTORS DOES FIND:**

**THAT** pursuant to Article XIII B of the state of California Constitution and Section 7900 through 7913 of the Government Code, procedures have been adopted and an appropriate limit, for the base year, in the amount of \$676,640 has been determined; and

**THAT** Article XIII B of the state of California was amended to include the percentage change in California per capita personal income to be utilized in the formula; and

**THAT** a weighted average population percentage change of the City of Pleasant Hill and unincorporated areas of the District were used; and

**THAT** the combined accumulative California personal per capita and population change factor is adjusted to **7.417**; and

**THAT** the work papers will be on file for public inspection as of August 8, 2012; and

**THEREFORE, BE IT RESOLVED THAT** pursuant to Resolution 2012-08-08, established the District procedures, the Board of Directors officially adopts the new amendment to utilize the California per capita personal income, and the Board of Directors approve the appropriate limit as established by the voters in the General Election in November of 1988 that all property taxes and augmentation funds received; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the appropriation limit for fiscal year 2012 - 13 as **\$4,955,914** and any other tax proceeds received. (See Exhibit "A").

**PASSED AND ADOPTED** on August 8, 2012, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Dennis Donaghu, Chair

I hereby certify that the foregoing resolution was approved by the vote indicated herein above at the regular meeting of the Board of Directors on August 8, 2012.

\_\_\_\_\_  
Robert B. Berggren, Clerk of the Board

**Exhibit "A"**

**BUDGET**

**FY 2012-13**

**Tax Proceeds**

**Non Tax Proceeds**

Fund Balance		18,460	
Property Taxes	2,498,000		
Augmentation Fund			
Assessment Districts	-	649,000	
State Grant			
Park Bond Act		-	
Proceeds from other agencies		133,500	
Measure E Bond proceeds		-	
Civic Center Authority		-	
Parkland in-lieu fees		-	
Miscellaneous Fees		111,000	
Fees & Charges		2,351,000	
Interest from Fees & Charges		6,500	
Project Funding & ADA/Energy Revenue		19,000	
Insurance Dividends		-	
<b>Sub-Totals</b>	<b>2,498,000</b>	<b>3,288,460</b>	
<b>Grand Total</b>		<b>5,786,460</b>	
<b>Percentage</b>	<b>43%</b>	<b>57%</b>	

**Adjustment**

Weighted Population Average			
2011/12 Price x Population	1.0251	1.0052	1.0304
2011/2012 Factor			7.324
Base Year Limits (1978/1979)			676,640
Factor Through 2011/2012			7.108
2012/13 Price x Population	1.0377	1.0055	1.0434
2012/13 Factor			7.417

**2012/2013 TAX LIMIT**

**\$ 4,955,914**

Population = City of PH 4x + Unincorporated County 1x 1.0055  
 Price is based on Per Capita Personal Income as received from the State of Ca. Dept. of Finance

  
 Mark Blair  
 Accounting Supervisor Jul 26, 2012



## **MEMORANDUM**

TO: Board of Directors

FROM: General Manager

DATE: August 1, 2012

RE: Agenda Item #11 – August 8, 2012 Board Meeting

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### **Report on the Master Gardener Program at Rodgers Ranch**

John Matthesen will be in attendance to present the future plans for the master gardener program at Rodgers Ranch and will also be showing a slide presentation.