PROFESSIONAL SERVICES WORK ORDER

This agreement entered into the _____day of_____, 20 20 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: CMAQ West Coalinga Multi-Trail – Monterey Ave from Cambridge to Lucille. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated September 2, 2014 which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

- Construction Coordination; Coordinate administrative, inspection, quality assurance, materials testing activities. Coordinate Contractors pre-construction meeting, project site meetings, punch list, project closeout activities, Staff Report to Council authorizing Notice of Completion/Project Acceptance filing. Coordinate Response to Contractors Request for Information, Construction Clarifications and Project Inspectors Request for Information, Supervise Contractor Construction Site Meetings.

- Product Submittals; review contractor product submittals for compliance with the Project Plans and Specifications.
- Labor Compliance: Perform labor compliance task, including verifying Certified Payrolls, Subcontractor Utilization and Labor Interviews.
- Progress Reports: Review daily progress reports addressing progress of the work, the project schedule to include City Public Works Inspectors provided daily photographs documenting the progress of the work.
- Contract Change Orders: Prepare Change Orders in compliance with the plans and specifications for City of Coalinga approval.
- Progress Payments: Review contractor's initial schedule of values. Reconcile and document items of work in compliance with the plans and specifications; Review monthly progress payments for compliance with Federal funding and City of Coalinga funding procedures for City approval. Maintain Federal Funding reporting compliance in accordance with Caltrans Local Assistance Program Guidelines.

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.

III. Consultant's Compensation. In consideration for Consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

$46,000.00

Retainer. The Client shall make an initial payment of ____-0-__ dollars ($0.00) (retainer)

upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

Set-offs, Back charges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant:	By _____ Signature	Client:	By _____ Signature
Name:	Daniel E. Jauregui For: Tri City Engineering	Name:	Marissa Trejo For: City of Coalinga
Title:	President	Title:	City Manager
Address:	4630 W Jennifer Ave #101 Fresno, CA 93722	Address:	155 W. Durian Ave Coalinga, CA 93210

Reference: 2790