

**PROFESSIONAL SERVICES WORK ORDER
PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)
DESIGN ENGINEERING**

This agreement entered into the _____ day of _____, 2022 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: Coalinga East Polk Street Bike/Ped Safety and Connectivity Initiative. 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 October 26, 2021 which is fully incorporated herein by reference.

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

- Develop final design and analysis for City staff review; includes ½ mile Class I trail, sidewalks, curb ramps, crosswalks and ½ mile Class II bikeway construction impacts on existing development on proximity to adjoining property owners and future development on Polk Street, Preliminary construction cost estimates, City Staff meetings to review design, issues and costs.
- Prepare 1 set of Class I Trail, sidewalks, curb ramps, crosswalks and Class II bikeway Improvement Plans; includes design engineering and final working drawings of Polk Street Class I Trail Segment, East Polk Street between West Glenn Avenue, East Roosevelt Street, Warthan Street and Willow Springs Avenue construct sidewalks, curb ramps, crosswalks ½ mile Class I trail and ½ mile Class II bikeway.
- State Water Resources Control Board General Permit; includes preparation of NPDES General Permit (NOI), Rainfall Erosivity Waiver, Contractor Compliance.
- Prepare Bidding Documents and Final Engineers Cost Estimate for New Multi-Trail Improvements and Release for Bidding; includes specifications, addendums, public advertising of project.
- Provide Project Management during bidding process including “Request for Information” through advertisement period. Supervise Contractor Bid opening and develop Contractor bids spread sheet summary for City Manager review. Prepare draft staff report for City Council Public Hearing and assist City Manager with award of bid.
- Topographic Field Survey; includes; topographic field survey of project limits, survey data reduction and calculations, Topographic Survey Base Map layout and preparation.
- Federal Compliance: Federal Authorizations; Preliminary Engineering, Construction, Award Package, Close Out Package and processing reimbursements through Caltrans.

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:

PS&E Design Engineering Package:
\$164,400.00

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 _____	Client:	By _____
	Signature		Signature
Name:	<u>Daniel E. Jauregui</u>	Name:	<u>Sean Brewer</u>
	For: Tri City Engineering		For: City of Coalinga
Title:	<u>President</u>	Title:	<u>Assistant City Manager</u>
Address:	<u>4630 W Jennifer Ave #101</u>	Address:	<u>155 W. Durian Ave</u>
	<u>Fresno, CA 93722</u>		<u>Coalinga, CA 93210</u>