

**PROFESSIONAL SERVICES WORK ORDER
RIGHT OF WAY 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:

- Right-of Way Certification Package: Consultant will work with the City's Assistant City Manager and Consulting Appraiser to coordinate the entire acquisition process which shall include coordinating with Caltrans "Right-of-Way" Division and acquiring Caltrans "Right-of-Way Certification. Providing assistance with "turn-key" appraisal, acquisition, title, escrow services, preparation of legal description and plat necessary to acquire one (1) Multi-Trail easement and one (1) temporary construction easement.

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:

Right of Way Certification Package:

\$ 17,500.00

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>

Reference: 2964ROW