PROFESSIONAL SERVICES WORK ORDER CONSTRUCTION ENGINEERING TRANSIT RELATED AMENITIES

This agreement entered into the ______day of _____, 20 24 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: <u>Affordable Housing and Sustainable Communities Program – Transit Related Amenities (TRA)</u>. 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 <u>October 26, 2021</u> which is fully incorporated herein by reference.

- I. <u>Scope of Services</u>. The Consultant's services will consist of the following:
 - Construction Coordination; Coordinate administrative, inspection, quality assurance, materials testing activities of 61 street lights, new bus turnout, and 6 new bike rack stations project. 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.
 - Coordinate with PG&E for street lighting relocations.
 - 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 State funding and City of Coalinga funding procedures for City approval. Maintain funding reporting compliance in accordance with Department of Housing and Community Development Division of Financial Assistance

 Administration Affordable Housing and Sustainable Communities Program Guidelines.

II. <u>Additional Services</u>. 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. <u>Consultant's Compensation</u>. In consideration for consultant providing the services noted

above, the Client agrees to compensate the Consultant as follows:

<u>\$55,050.00</u>

<u>Retainer</u>. The Client shall make an initial payment of <u>-0-</u> dollars ($\underline{\$0.00}$) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

<u>Payment Due</u>. 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.

<u>Interest</u>. 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.

<u>Collection Costs</u>. 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.

<u>Set-offs, Back charges, Discounts</u>. 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	Name:	Sean Brewer
Title:	For: Tri City Engineering President	Title:	For: City of Coalinga Assistant City Manager
The.	Flesident	The.	Assistant City Manager
Address:	4630 W Jennifer Ave #101	Address:	155 W. Durian Ave
	Fresno, CA 93722		Coalinga, CA 93210

Reference: 2965CM

PROFESSIONAL SERVICES WORK ORDER DESIGN ENGINEERING TRANSIT RELATED AMENITIES

This agreement entered into the ______day of _____, 20 24 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: <u>Affordable Housing and Sustainable Communities Program – Transit Related Amenities (TRA)</u>. 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 <u>October 26, 2021</u> which is fully incorporated herein by reference.

- I. <u>Scope of Services</u>. The Consultant's services will consist of the following:
 - Develop preliminary analysis and identify locations of planned Street Lighting infrastructure, Bus Transit Shelters and Bike Rack Storage/Parking for review by City Staff; including design issues and preliminary costs to conform to budget.
 - Prepare 1 set of LED Street Lighting and Bike Rack Improvement Plans; includes design engineering and final working drawings of 61 street lights, new bus turnout, and 6 new bike rack stations all at locations as outlined in scope of work exhibit.
 - 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 the New LED Street Lighting and Bike Rack Improvement 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.

II. <u>Additional Services</u>. 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. <u>Consultant's Compensation</u>. In consideration for consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

<u>\$150,140.00</u>

<u>Retainer</u>. The Client shall make an initial payment of <u>-0-</u> dollars ($\underline{\$0.00}$) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied

against final invoices.

<u>Payment Due</u>. 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.

<u>Interest</u>. 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.

<u>Collection Costs</u>. 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.

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

Reference: 2965DE

PROFESSIONAL SERVICES WORK ORDER CONSTRUCTION ENGINEERING SUSTAINABLE TRANSPORTATION INFRASTRUCURE

This agreement entered into the ______day of _____, 20 24 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: <u>Affordable Housing and Sustainable Communities Program – Sustainable Transportation Infrastructure (STI)</u>. 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 <u>October 26, 2021</u> which is fully incorporated herein by reference.

- I. <u>Scope of Services</u>. The Consultant's services will consist of the following:
 - Construction Coordination; Coordinate administrative, inspection, quality assurance, materials testing activities of 7,018 lineal feet of Concrete Sidewalk, 1 new crosswalk with RRFBs in key locations, 1.93 miles of new context sensitive Class I, Class III, Class IV bikeways, and 85 ADA compliant Curb Ramps project. 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 State funding and City of Coalinga funding procedures for City approval. Maintain funding reporting compliance in accordance with Department of Housing and Community Development Division of Financial Assistance

 Administration Affordable Housing and Sustainable Communities Program Guidelines.

II. <u>Additional Services</u>. 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. <u>Consultant's Compensation</u>. In consideration for consultant providing the services noted

above, the Client agrees to compensate the Consultant as follows:

<u>\$162,200.00</u>

<u>Retainer</u>. The Client shall make an initial payment of <u>-0-</u> dollars ($\underline{\$0.00}$) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

<u>Payment Due</u>. 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.

<u>Interest</u>. 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.

<u>Collection Costs</u>. 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.

<u>Set-offs, Back charges, Discounts</u>. 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.

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

Reference: 2966CM

PROFESSIONAL SERVICES WORK ORDER DESIGN ENGINEERING SUSTAINABLE TRANSPORTATION INFRASTRUCURE

This agreement entered into the ______day of _____, 20 24 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: <u>Affordable Housing and Sustainable Communities Program – Sustainable Transportation Infrastructure (STI)</u>. 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 <u>October 26, 2021</u> which is fully incorporated herein by reference.

- I. <u>Scope of Services</u>. The Consultant's services will consist of the following:
 - Develop preliminary analysis and identify locations of planned Curb Ramps and Sidewalk segments for review by City Staff; including design issues and preliminary costs to conform to budget.
 - Prepare 1 set of Sidewalk and ADA Curb Ramps Improvement Plans; includes design engineering and final working drawings of 7,018 lineal feet of Concrete Sidewalk, 1 new crosswalk with RRFBs in key locations, 1.93 miles of new context sensitive Class I, Class III, and Class IV bikeways, 85 ADA compliant Curb Ramps, all at locations as outlined in scope of work exhibit.
 - 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 the New Sidewalk and ADA Curb Ramp 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.

II. <u>Additional Services</u>. 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. <u>Consultant's Compensation</u>. In consideration for consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

<u>\$194,400.00</u>

<u>Retainer</u>. The Client shall make an initial payment of <u>-0-</u> dollars ($\underline{\$0.00}$) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

<u>Payment Due</u>. 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.

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

Reference: 2966