

PROFESSIONAL SERVICES WORK ORDER

This agreement entered into the 8th day of January, 2025 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: ATP-7 Coalinga Perimeter Multi-Use Trail – Segments 7, 8 & 9C. 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 Multi-Use Trail construction in Coalinga from South-East of Lucille Ave and SR 198 intersection to Pacific Apartments Trail, South-East of Forest St and Pacific St and eastward to Warthan Creek, and West of Warthan Creek northward to Polk Ave.; Prepare Preliminary construction cost estimates, City Staff meetings to review design, issues and costs.
- Prepare 1 set of Multi-Trail Improvement Plans; includes design engineering and final working drawings of perimeter multi-use bicycle/pedestrian trail segments to complete approximately 1.34 miles (7,075.2 linear feet) of Coalinga's Perimeter Trail and Loop-and-Spur Network. Plans also include improvements to a drive approach, new curb ramps, new solar lighting, new concrete bollards, new sign posts.
- State Water Resources Control Board General Permit; includes preparation of NPDES General Permit (NOI) application for required permit and Contractor Compliance.
- Prepare Bidding Documents and Final Engineers Cost Estimate for New Multi-Use 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; sub-consultant provided 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, Right of Way Package, Environmental, 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:

\$83,862.00

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

Name: Daniel E. Jauregui
For: Tri City Engineering

Title: President

Address: 4630 W Jennifer Ave #101
Fresno, CA 93722

Client: By _____
Signature

Name: Sean Brewer
For: City of Coalinga

Title: City Manager

Address: 155 W. Durian Ave
Coalinga, CA 93210