



# **AMENDED CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA**

**November 1, 2018  
6:00 PM**

***The Mission of the City of Coalinga is to provide for the preservation of the community character by delivering quality, responsive City services, in an efficient and cost-effective manner, and to develop, encourage, and promote a diversified economic base in order to ensure the future financial stability of the City for its citizens.***

**Notice is hereby given that the City Council will hold a Regular Meeting, on November 1, 2018 in the City Council Chambers, 155 West Durian Avenue, Coalinga, CA. Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to the meeting at 935-1533 x113. Anyone interested in translation services should contact the Deputy City Clerk at least 24 hours prior to the meeting at 935-1533 x113. The Meeting will begin at 6:00 p.m. and the Agenda will be as follows:**

## **1. CALL TO ORDER**

1. Pledge of Allegiance
2. Changes to the Agenda
3. Council's Approval of Agenda

## **2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS**

1. Proclamation Recognizing November 24, 2018 as Small Business Saturday
2. Community Development Projects Update
3. Presentation of Website Concept Design

## **3. CITIZEN COMMENTS**

***This section of the agenda allows members of the public to address the City Council on any item not otherwise on the agenda. Members of the public, when recognized by the Mayor, should come forward to the lectern, identify themselves and use the microphone. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening and all items will be referred to staff for follow up and a report.***

#### **4. PUBLIC HEARINGS**

1. Introduce and waive the first reading of Ordinance No. 824, approving a zoning text amendment (ZTA 18-01), removing the prohibition on the use of barbed wire and razor wire in various commercial and industrial zoning districts and continuing a prohibition on its use in and adjacent to all residential zoning districts

**Sean Brewer, Community Development Director**

#### **5. CONSENT CALENDAR**

1. Council Authorization for the City Manager to Execute an Engineering Task Order for Design and Construction Engineering/Management Services for the Cycle 3 Active Transportation Program - Safe Routes to School Sidewalk Gap Closure and Pedestrian Improvement Project
2. Council Review and Approval of a Final Project Budget and use of 2009 RDA Bond Proceeds to Support the Design and Construction of the Phelps Ave Street Improvements
3. Council Approval of Additional Services for Design Engineering for Phelps Avenue Street Improvements
4. Authorize the City Manager to Enter into an Agreement with Frisch Engineering, Inc. to Provide Design Services for the SCADA System at the Water Treatment Plant
5. Waive Second Reading and Adopt Ordinance 823 regarding Fireworks
6. Public Works & Utilities Monthly Report for October 2018
7. Fire Department Report – August 2018

#### **6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS**

1. Council Direction Regarding One Future Vacancy in the Planning Commission  
**Sean Brewer, Community Development Director**
2. Discussion, Direction and Potential Action regarding the Proposal from Civic, LLC, a Software Solution to Connect the Community  
**Marissa Trejo, City Manager**
3. Discussion regarding General Fund Services Provided by Comparable Cities  
**Marissa Trejo, City Manager**

#### **7. CITIZEN COMMENTS**

*This section of the agenda allows members of the public to address the City Council on any item not otherwise on the agenda. Members of the public, when recognized by the Mayor, should come forward to the lectern, identify themselves and use the microphone. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening and all items will be referred to staff for follow up and a report.*

#### **8. ANNOUNCEMENTS**

1. City Manager's Announcements
2. Councilmembers' Announcements/Reports
3. Mayor's Announcements

**9. FUTURE AGENDA ITEMS**

**10. CLOSED SESSION (NONE)**

**11. ADJOURNMENT**

**Closed Session:** A "Closed" or "Executive" Session of the City Council, Successor Agency, or Public Finance Authority may be held as required for items as follows: personnel matters; labor negotiations; security matters; providing instructions to real property negotiators; legal counsel regarding pending litigation; and protection of records exempt from public disclosure. Closed session will be held in the Administration Building at 155 W. Durian Avenue and any announcements or discussion will be held at the same location following Closed Session.

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Proclamation Recognizing November 24, 2018 as Small Business Saturday  
**Meeting Date:**  
**From:**  
**Prepared by:**

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**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> Proclamation_Recognizing_November_24__2018_as_Small_Business_Saturday_110118.pdf	Proclamation - Small Business Saturday



**PROCLAMATION**  
**By the**  
**MAYOR OF THE CITY OF COALINGA**

**SMALL BUSINESS SATURDAY**

**WHEREAS**, *small businesses form the backbone of our local economy, generating jobs and improving the quality of life for the citizens of Coalinga; and*

**WHEREAS**, *the City of Coalinga, California, supports the efforts of local small businesses and recognizes the critical role they play in our community; and*

**WHEREAS**, *Small Business Saturday is a nationwide campaign to cultivate business for small merchants on the Saturday after Thanksgiving; and*

**WHEREAS**, *Small Business Saturday will stimulate economic growth locally for small merchants by following in the tradition of Black Friday and Cyber Monday, two of the busiest shopping days of the year; and*

**WHEREAS**, *the City Council of the City of Coalinga encourage citizens to consider shopping locally with our small merchants on Small Business Saturday as a way to boost the local economy and strengthen our small business community.*

**NOW THEREFORE**, *I, Nathan Vosburg, Mayor of the City of Coalinga, State of California do hereby proclaim November 24, 2018 as Small Business Saturday and encourage our residents to recognize and support small businesses within our community by shopping these establishments on the Saturday following Thanksgiving.*

**IN WITNESS WHEREOF**, *I have set my hand and caused the Seal of the City of Coalinga to be affixed this 1st day of November, 2018.*

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*Nathan Vosburg, Mayor*

# **STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY**

**Subject:** Introduce and waive the first reading of Ordinance No. 824, approving a zoning text amendment (ZTA 18-01), removing the prohibition on the use of barbed wire and razor wire in various commercial and industrial zoning districts and continuing a prohibition on its use in and adjacent to all residential zoning districts

**Meeting Date:** November 1, 2018

**From:** Marissa Trejo, City Manager

**Prepared by:** Sean Brewer, Community Development Director

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## **I. RECOMMENDATION:**

Introduce and waive the first reading of Ordinance No. 824, approving a zoning text amendment (ZTA 18-01), removing the prohibition on the use of barbed wire and razor wire in various commercial and industrial zoning districts and continuing a prohibition on its use in and adjacent to all residential zoning districts.

## **II. BACKGROUND:**

Council received public comment at their last meeting on September 20, 2018 requesting the City Council allow businesses the ability to use barbed wire and razor wire as an enhanced security measure to protect their properties. At the conclusion of the meeting, after hearing public testimony and discussion, on September 20, 2018, the City Council directed staff to proceed with initiating a zoning text amendment that would remove the prohibition on the use of barbed wire and razor wire in the commercial and industrial zoning designations.

Under Planning and Zoning Law in order for language within the Development code to be amended, it requires a zoning text amendment in the form of an ordinance. This zoning text amendment is a City initiated application where staff has taken direction from the City Council as to the recommended changes and brought a draft ordinance to the Planning Commission where a recommendation was made to the City Council for approval.

On October 9, 2018 the Planning Commission considered testimony from the public and local business owners regarding the removal of the prohibition of the use of barbed wire and razor wire in various commercial and industrial zoning districts and further moved to adopt resolution 018P-010 recommending to the City Council approval of an ordinance that removes said prohibition and protects the integrity of the residential and mixed use districts.

## **III. DISCUSSION:**

The Coalinga Planning and Zoning Code went through a comprehensive update in 2013 where several development regulations were updated to standards commonly used in the majority of local jurisdictions. There are two sections in the development code where barbed wire and razor wire are mentioned and in both instances, they are strictly prohibited from being installed. Below are the two sections from the development code:

Section 9-4.203(b)(3).....Fences and Free Standing Walls.....(3) Materials not permitted. Barbed wire,

aluminum, fiberglass, metal siding and plywood shall not be used as fencing materials. The Community Development Director may grant the use of such material based on the need for the type of fence, design compatibility of the fence, and approval of the adjoining property owner if on an interior property line. Nonconforming status shall not be provided for fences constructed of these materials.

Section 9-4.208(2)(b).....Screening of Outdoor Storage.....(b.) Screening walls and fences shall be architecturally compatible with the main structure on the site and shall not have barbed wire or razor wire visible from any street or public access.

The two sections above identify a prohibition on the use of barbed wire and razor wire unless approved by the Community Development Director for instances only where the barbed wire would be installed on an interior property line and not visible from any public street or public access.

Ordinance No. 824 includes the recommended changes by the Planning Commission and as directed by the City Council, to address the strict application of the code related to the use of barbed wire and razor wire. There are three (3) sections to the ordinance where it removes the prohibition on the use of barbed wire and razor wire however, further upholds the prohibition on the use in areas zoned and/or adjacent to mixed-use and residential.

When the zoning text amendment was brought before the Planning Commission and further approved by the City Council, the following standard findings must be made for each Zoning Ordinance Amendment. Specific findings may also be required by the decision-making body on a case-by-case basis.

**(1) The proposed Zoning Ordinance amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.**

During discussions at the Planning Commission and City Council meetings, there were several comments related to preserving and protecting the local businesses by use of physical deterrents such as razor wire and barbed wire. It is unclear as to whether permitting the use of razor wire and barbed wire would be to the detriment of the public interest, health safety, and welfare. Typically, barbed wire and razor wire is prohibited in conjunction with fencing and outdoor storage due to their unsightly and institutional appearance. This does not necessarily equate to being a detriment to the public interest, health, safety, convenience, or welfare of the City.

**(2) The proposed Zoning Ordinance amendment is consistent and compatible with the goals, policies, and actions of the General Plan, and the other applicable provisions of the Zoning Ordinance.**

The proposed zoning ordinance includes permitting the use of barbed wire and razor wire in various commercial and industrial zones and upholding the prohibition on its use within and/or adjacent to residential zoning districts including mixed-use commercial zones. This action would not be recognized as being inconsistent with the goals, policies, and actions of the General Plan. It would be used as a mechanism to possibly further enhance the security of local businesses.

**(3) If applicable, the site is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses/developments.**

The way the ordinance is drafted ensures that residential and mixed-use developments are not impacted by this action as it applies to all other commercial zones including industrial zoning designations. This will allow for compatibility with adjoining uses.

**(4) The proposed Zoning Ordinance amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act.**

**CEQA:** Staff has determined that this action would be exempt from the California Environmental Quality act pursuant to Section 15061(b)(3), Review for Exemptions – General Rule, in that it can be seen that these actions will not have a significant effect on the environment.

**Public Notification:** Public notices we posted in accordance with state and local law on October 18, 2018.

#### **IV. ALTERNATIVES:**

- The Council may not choose to introduce and waive the first reading of Ordinance No. 824.
- The may choose to amend ordinance No. 824 and either re-introduce and waive the first reading or proceed with adoption as mended at their next regularly scheduled meeting.

#### **V. FISCAL IMPACT:**

- The proposed Zoning Text Amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
- The proposed Zoning Text Amendment is consistent and compatible with the goals, policies, and actions of the General Plan, and the other applicable provisions of the Zoning Ordinance.
- If applicable, the site is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses/developments.
- The proposed Zoning Text Amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act.

#### **ATTACHMENTS:**

File Name	Description
❑ Ordinance_824_-_Barbed_Wire-Razor_Wire.docx	Ordinance No. 824 - Barbed Wire
❑ Resolution_No._018P-010_Executed.pdf	Planning Commision Resolution 018P-010

## ORDINANCE NO. 824

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA  
AMENDING TITLE 9, CHAPTER 4, OF THE CITY'S DEVELOPMENT CODE TO  
REMOVE THE PROHIBITION ON THE USE OF BARBED WIRE AND RAZOR  
WIRE WITHIN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS

THE CITY COUNCIL OF THE CITY OF COALINGA DOES ORDAIN AS FOLLOWS:

### SECTION 1. AMEND SECTION 9-4.203(b)(1) OF ARTICLE 2 OF CHAPTER 4 OF TITLE 9

*Fence materials.* Fence materials may include: wood, wrought iron, wire mesh, steel mesh, chain link, stake and other similar materials. *The use of barbed wire and razor wire is only permitted within the CG, CS, MBH and MBL Zoning Designations and shall not be visible from adjacent residential zoning districts. Approval of the adjoining property owner shall be required if razor or barbed wire is constructed on an interior property line.*

### SECTION 2. AMEND SECTION 9-4.203(b)(3) OF ARTICLE 2 OF CHAPTER 4 OF TITLE 9

*Materials not permitted.* Barbed wire *or razor wire located on or visible from any residential or mixed-use zoning designation,* aluminum, fiberglass, metal siding and plywood shall not be used as fencing materials. The Community Development Director may grant the use of such material *(except razor wire or barbed wire)* based on the need for the type of fence, design compatibility of the fence, and approval of the adjoining property owner if on an interior property line. Nonconforming status shall not be provided for fences constructed of these materials.

### SECTION 3. AMEND SECTION 9-4.208(b)(2)(b) OF ARTICLE 2 OF CHAPTER 4 OF TITLE 9

Screening walls and fences shall be architecturally compatible with the main structure on the site and shall not have barbed wire or razor wire ~~visible from any street or public access~~ *unless located in a CG, CS, MBH and MBL Zoning Designations and not visible from adjacent residential zoning districts.*

### SECTION 4. EFFECTIVE DATE; EXPIRATION OF URGENCY ORDINANCE 791.

This Ordinance shall take effect 30 days after its adoption.

### SECTION 4. PUBLICATION.

The City Clerk is directed to cause this ordinance or a summary of this ordinance to be published as required by state and local law.

The foregoing Ordinance was introduced by the City Council of the City of Coalinga, California, at a regular scheduled meeting held on November 1, 2018, and was passed and adopted by the City Council at a regular meeting held on November 15, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

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Mayor  
City of Coalinga

ATTEST:

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City Clerk/Deputy City Clerk  
City of Coalinga

# **RESOLUTION 018P-010**

## **A RESOLUTION OF THE CITY OF COALINGA PLANNING COMMISSION RECOMMENDING APPROVAL OF A ZONING TEXT AMENDMENT INITIATED BY THE CITY COUNCIL TO AMEND THE PLANNING AND ZONING CODE RELATED TO REMOVING THE PROHIBITION ON BARBED WIRE AND RAZOR WIRE IN COMMERCIAL AND INDUSTRIAL DISTRICTS**

WHEREAS, at their September 20, 2018 meeting, the City of Coalinga City Council directed staff to initiate a zoning text amendment to remove the prohibition on the use of barbed wire and razor wire in commercial and industrial zones;

WHEREAS, a Public Hearing has been advertised and conducted pursuant to Public Resources Code Section 21092 and 21092.3, and public comment has been solicited, and;

WHEREAS, a Notice of Public Hearing was provided to the Coalinga Press, posted at City Hall, Police Department bulletin board, Fire Department Bulletin Board, Coalinga District Library, and Chamber of Commerce on September 27, 2018, and;

WHEREAS, the Planning Commission held the noticed Public Hearing on October 9, 2018 to take testimony with regard to the proposed Zoning Text Amendment and;

WHEREAS, the Planning Commission completed its review of the proposed Zoning Text Amendment and details in the Staff Report and has considered the testimony received during the public hearing process, and;

WHEREAS, the Planning Commission has made the following findings based on the Zoning Text Amendment proposal:

- The proposed Zoning Ordinance amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
- The proposed Zoning Ordinance amendment is consistent and compatible with the goals, policies, and actions of the General Plan, and the other applicable provisions of the Zoning Ordinance.
- If applicable, the site is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses/developments.
- The proposed Zoning Ordinance amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission recommends approval to the City Council of the Zoning Text Amendment to remove the

prohibition on the use of barbed wire and razor wire in various commercial and industrial zones and maintain the prohibition on its use within all residential zoning districts.

PASSED AND ADOPTED, by the City of Coalinga Planning Commission at a regular meeting held on the 9<sup>th</sup> day of October 2018.

AYES: Jacobs, Garza, Helmar, Sailer


NOES: None

ABSTAIN: None

ABSENT: Gonzales

  
\_\_\_\_\_  
Planning Commission Chairman/Vice Chairman

ATTEST:

  
\_\_\_\_\_  
City Clerk/Deputy City Clerk

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Council Authorization for the City Manager to Execute an Engineering Task Order for Design and Construction Engineering/Management Services for the Cycle 3 Active Transportation Program - Safe Routes to School Sidewalk Gap Closure and Pedestrian Improvement Project

**Meeting Date:** November 1, 2018

**From:** Marissa Trejo, City Manager

**Prepared by:** Sean Brewer, Community Development Director

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**I. RECOMMENDATION:**

Staff is seeking authorization from the City Council to authorize the City Manager to execute a design task order and construction engineering task order with the City Engineer, Tri-City Engineering, for services related to the Active Transportation Cycle 3 Grant Project (Safe Routes to School Sidewalk Gaps Closure and Pedestrian Improvement Project) for a total amount not to exceed \$285,000.

**II. BACKGROUND:**

In June of 2018, the City was awarded ATP Cycle 3 Safe Routes to School grant funds in the amount of \$1,284,000 for a sidewalk gap improvement project through the State of California's Active Transportation Grant Program. The City has been authorized by the State to proceed with the design phase of the project as identified in the grant award.

The Project will close several sidewalk gaps of varying lengths and will add approximately 98 ADA-compliant curb ramps, new crosswalks, and bulb outs in an area containing the City's Coalinga's multi-school campus. Gaps currently force students onto roadways and narrow shoulders, and discourage walking and biking to school. Non-compliant curbs present mobility barriers.

**III. DISCUSSION:**

Staff is seeking Council authorization to proceed with the execution of a design engineering task order and construction engineering task order with the City Engineer to begin designing the sidewalk gap project so that construction may proceed in 2019. The task order for all engineering services and construction management services shall not exceed \$285,000 as prescribed in the grant budget submitted to the State.

**IV. ALTERNATIVES:**

Do not approve engineering work order to begin design for the Active Transportation Grant project known as ATP Cycle 3 Sidewalk Gaps Improvements – Staff does not recommend.

**V. FISCAL IMPACT:**

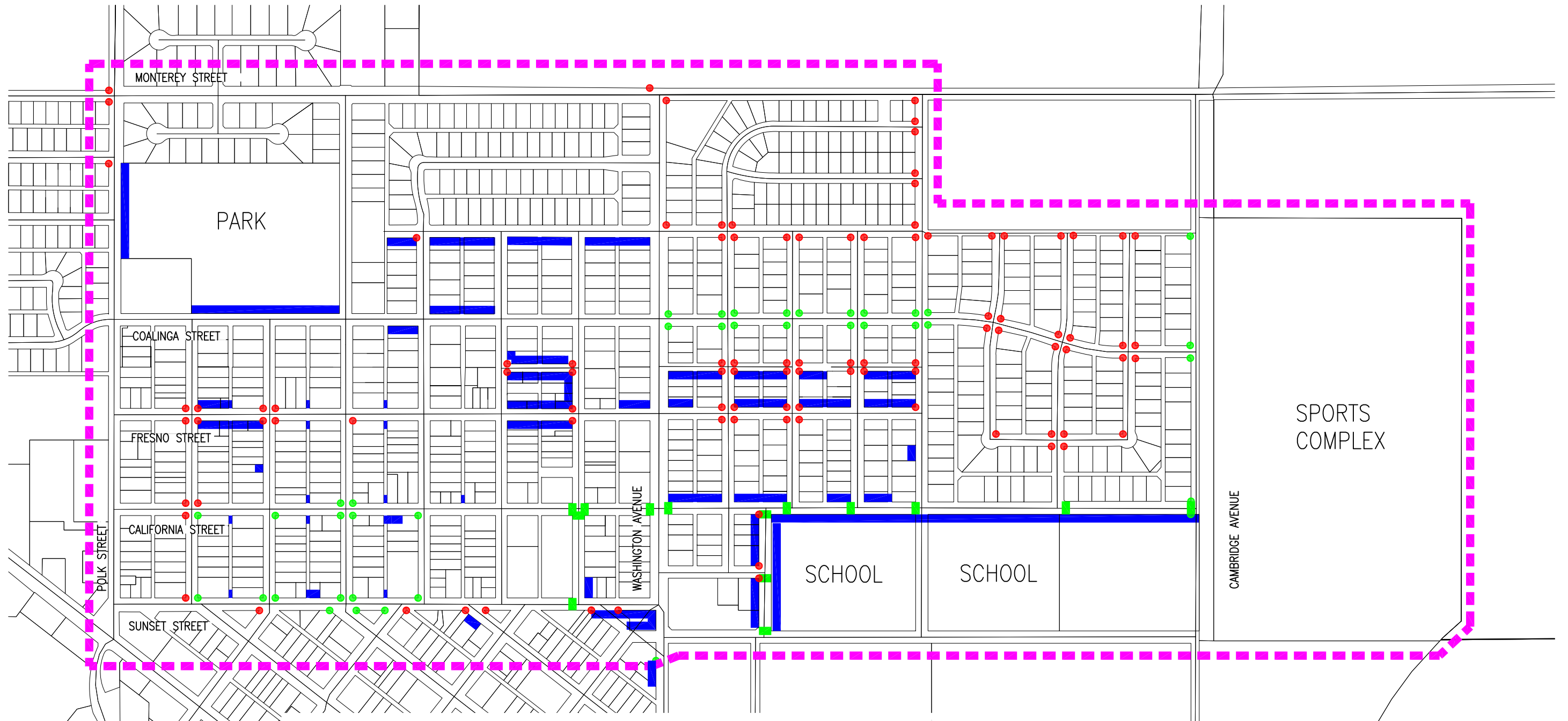
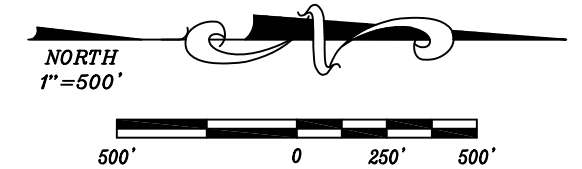
The engineering task orders totalling \$285,000 will be paid through a combination of grant proceeds (Acct# 305-422-98970) and Measure "C" Funds (Acct# 127-422-98970) which has been budgeted in the fiscal year 2018/2019. The general fund will not be effected by this project.

**ATTACHMENTS:**

File Name	Description
2016_ATP_CYCLE_3_PROJECT_LAYOUT_MAP.pdf	ATP Cycle 3 Boundary Map
#2759_Work_Order_Design_Engineering.pdf	Design Engineering Task Order
#2759_Work_Order_Construction_Engineering_-_CM.pdf	Construction Engineering Task Order

# LEGEND

- NO CURB RAMP
- NO SIDEWALK
- NEW CROSSWALK
- - - 2016 ATP CYCLE 3 PROJECT LIMITS



## PROJECT LAYOUT MAP 2016 ATP CYCLE 3 SIDEWALK GAP CLOSURE & PEDESTRIAN IMPROVEMENT PROJECT



Tri City Engineering  
Engineers Surveyors

4630 W. Jennifer Ave. #101  
Fresno, CA 93722-6415  
PH: 559-447-9075  
FAX 559-447-9074  
[www.TriCityEngineering.com](http://www.TriCityEngineering.com)

UPDATED MAY 2016



## PROFESSIONAL SERVICES WORK ORDER

This agreement entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20 17 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 Cycle III – SRTS Sidewalk Gap Closure & Pedestrian Imp Project. 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:

- Preliminary Environmental Study (PES)
- 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.
- Topographic field survey: includes; topographic field survey of project limits, survey data reduction and calculations, Topographic Survey Base Map layout and preparation.
- Prepare 1 set of Sidewalk and ADA Curb Ramps Improvement Plans; includes design engineering and final working drawings of Concrete Sidewalk, Curb Ramps, at various locations as determined by budget amount.
- Prepare Project Specifications and Final Engineers Cost Estimate for the New Sidewalk and ADA Curb Ramp Improvements.
- State Water Resources Control Board General Permit; includes preparation of NPDES General Permit (NOI), Rainfall Erosivity Waiver, Contractor Compliance.
- Provide Project Management services during bidding process including Release approved Bidding Documents for Bidding, preparation of bid notice for advertising and submittal of bid notice to local newspaper (Hanford Sentinel). “Request for Information” responses through advertisement period, Addendums. Host pre-bid meeting and respond to Contractor’s questions. Host Contractor Bid opening, review bids and develop contractor bids spread sheet summary for City Manager review. Prepare City Council Staff Report for Contract Award, and assist City Manager with award of bid, issue Notice of Award, Notice to Proceed, Prepare Contractor Agreement, and verify Bonds with Attorney. (Excludes newspaper advertising fees).
- Federal Requirements: Preparation of Environmental, Right of Way and Construction Authorization Packages, submission to the California Transportation Commission (CTC) for approval, semi-yearly Project status update to the CTC, Award Package, Close Out Package and processing reimbursements through Caltrans.
- Caltrans Coordination and Encroachment Permit approvals; includes, Improvement Plans submittal to Caltrans for Encroachment Permit approval; Encroachment Permit application preparation, Caltrans Permit Engineer plan review and approval meetings, Engineers construction cost estimate of work within State right-of-way.

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:

**\$175,000.00**

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, Backcharges, 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:	<u>Daniel E. Jauregui</u> For: Tri City Engineering	Name:	<u>Marissa Trejo</u> For: City of Coalinga
Title:	<u>President</u>	Title:	<u>City Manager</u>
Address:	<u>4630 W Jennifer Ave #101</u> <u>Fresno, CA 93722</u>	Address:	<u>155 W. Durian Ave</u> <u>Coalinga, CA 93210</u>

## **PROFESSIONAL SERVICES WORK ORDER**

This agreement entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20 18 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 Cycle III Project – SRTS Sidewalk Gap Closure & Pedestrian Imp Project. 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.
- Coordinate Product Submittals between Contractor and Construction Engineer in 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.
- Construction Inspection: Provide weekly inspection of the construction and the contractors operations. Review daily inspection field reports. Verify actions of the contractor. Clarify the continuity of the work (working days, delays, activities).

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:

**\$110,000.00**

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, Backcharges, 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>Marissa Trejo</u>
	For: Tri City Engineering		For: City of Coalinga
Title:	<u>President</u>	Title:	<u>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>

# **STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY**

**Subject:** Council Review and Approval of a Final Project Budget and use of 2009 RDA Bond Proceeds to Support the Design and Construction of the Phelps Ave Street Improvements

**Meeting Date:** November 1, 2018

**From:** Marissa Trejo, City Manager

**Prepared by:** Sean Brewer, Community Development Director

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## **I. RECOMMENDATION:**

Council Review and Approval of a Final Project Budget in the amount of \$1,100,000.00 which includes the use of 2009 RDA Bond Proceeds in the amount of approximately \$358,000 to support the Design and Construction of the Phelps Ave Street Improvements.

## **II. BACKGROUND:**

### **Phelps Ave Project**

In March of 2016, the City Council reprogramed project funding from Elm Ave to Phelps Ave with the anticipation of the development of the West Hills College District Office Administration Building. Staff executed task orders with the City Engineer to begin design engineering and prepared a preliminary budget in the amount of \$865,000 to design and construct Phelps Ave from Posa Chanet to Elm Ave.

During the course of project design the City adopted its first Active Transportation Plan (ATP) including the development of a master multi-use trail system. In the proposed ATP, a segment of the trail was planned along the Phelps Ave alignment so the project design was amended to accommodate the new trail network.

### **2009 RDA Bond Proceeds**

In 2009 the City of Coalinga passed a revenue bond that included several capital projects that were to be completed with the bond proceeds. To date all of the projects on the project list have been completed except for Phelps Ave. According to finance, there is approximately \$358,000 in funding available to support the Phelps Ave street reconstruction project. Funds from the revenue bond are restricted and must be used as identified in the bond documents which includes the project list. Staff is recommending using these funds to off-set the use of local Measure C funds including augmenting anticipated increased costs for this project as identified in the discussion section.

## **III. DISCUSSION:**

Over the course of the last 2.5 years, construction costs have increased which has lead to an anticipated increase to the overall estimated project cost for Phelps Ave. This increase has lead to a need of additional funding. The use of the remaining 2009 RDA bond proceeds is an ideal funding source since the Phelps Improvement Project was identified on the original project list. According to the City Engineer, the total cost estimate (design and construction) for Phelps Ave has increased from \$865,000 to \$1,000,300.00. There is

currently \$800,000 budgeted in the FY19 Measure C Funding to complete this project. In the new estimate, construction accounts for approximately \$900,000. Staff is requesting the additional RDA Bond Proceeds as an augmentation to the use of Measure C Funds including additional contingency.

With Council authorization, the use of the remaining balance of the 2009 RDA bond proceeds will reduce the amount of funding required from Measure C.

#### **IV. ALTERNATIVES:**

- Do not update the project budget and allocate the remaining 2009 RDA Bond Proceeds toward design and construction of the Phelps Ave street improvement project.

#### **V. FISCAL IMPACT:**

The budget for Phelps will be amended to the following:

\$800,000 (Measure C - Flexible Funding) - FY19 budget remains unchanged

\$358,000 (Remaining RDA Bond Proceeds) - Funds to be drawn down to support Phelps project. Finance to create a fund for revenues and expenses.

Total Authorized expenditures for Phelps Ave in the Amount of \$1,100,000.

#### **ATTACHMENTS:**

File Name	Description
 2606_Cost_Est_Final.pdf	Phelps Ave - Final Cost Estimate



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## PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

### City of Coalinga - Phelps Avenue Improvements

JN 2606

Created: **February 29, 2016**

Revised: **October 22, 2018**

#### GENERAL ITEMS

Item No.	Description	Unit	Qty.	Unit Price	Extension
1	MOBILIZATION / GENERAL REQUIREMENTS	LS	1	\$57,360.00	\$ 57,360.00
2	TRENCH SHORING / WORKER SAFETY	LS	1	\$2,500.00	\$ 2,500.00
3	TRAFFIC CONTROL	LS	1	\$7,500.00	\$ 7,500.00
4	DUST CONTROL	LS	1	\$2,500.00	\$ 2,500.00
5	PREPARATION, IMPEMENTATIONSTORM & MANAGEMENT OF WATER POLLUTION PREVENTION PLAN (SWPPP)	LS	1	\$3,500.00	\$ 3,500.00
6	CONSTRUCTION SURVEYING	LS	1	\$10,000.00	\$ 10,000.00
<b>ST-G</b>				<b>GENERAL ITEMS SUBTOTAL</b>	<b>\$ 83,360.00</b>

#### STREET ITEMS

Item No.	Description	Unit	Qty.	Unit Price	Extension
7	CONCRETE REMOVAL AND DISPOSAL	CY	12	\$ 200.00	\$ 2,400.00
8	PULVERIZE EXISTING ASPHALT CONCRETE PAVEMENT	SF	54,600	\$ 0.30	\$ 16,380.00
9	SUBGRADE RECOMPACTION AND GRADING	SF	54,600	\$ 0.35	\$ 19,110.00
10	ROADWAY EXCAVATION AND GRADING	CY	850	\$ 30.00	\$ 25,500.00
11	TRAIL EXCAVATION AND GRADING	CY	350	\$ 10.00	\$ 3,500.00
12	SAWCUTTING	LF	240	\$ 3.00	\$ 720.00
13	ASPHALTIC CONCRETE PAVEMENT TYPE "B"	TON	1,330	\$ 80.00	\$ 106,400.00
14	AGGREGATE BASE CLASS II	TON	1,510	\$ 25.00	\$ 37,750.00
15	CRUSHED STONE	SF	7,100	\$ 2.00	\$ 14,200.00
16	CONCRETE 6" CURB AND GUTTER	LF	1,340	\$ 35.00	\$ 46,900.00
17	CONCRETE MEDIAN CURB	LF	1,300	\$ 25.00	\$ 32,500.00
18	CONCRETE SIDEWALK	SF	1,690	\$ 8.00	\$ 13,520.00
19	CONCRETE VALLEY GUTTER	SF	1,430	\$ 12.00	\$ 17,160.00
20	CONCRETE CURB RAMP ( 5 TOTAL)	SF	1,020	\$ 17.00	\$ 17,340.00
21	BACKFILL	CY	160	\$ 10.00	\$ 1,600.00
22	ADJUST EXISTING VALVE/METER BOX	EA	3	\$ 900.00	\$ 2,700.00
23	ADJUST EXISTING MANHOLE	EA	2	\$ 1,250.00	\$ 2,500.00
24	ADJUST TRAFFIC SIGNAL PULLBOX	EA	5	\$ 1,250.00	\$ 6,250.00
<b>ST-1</b>				<b>STREET ITEMS SUBTOTAL</b>	<b>\$ 366,430.00</b>

#### STRIPING ITEMS

Item No.	Description	Unit	Qty.	Unit Price	Extension
25	REMOVAL OF EXISTING STRIPING MARKERS	LS	1	\$ 1,000.00	\$ 1,000.00
26	PAINTED TRAFFIC STRIPING	LF	1,120	\$ 2.50	\$ 2,800.00
27	THERMOPLASTIC TRAFFIC STRIPING	LF	320	\$ 7.00	\$ 2,240.00
28	PAVEMENT MARKINGS	EA	14	\$ 125.00	\$ 1,750.00
29	TRAFFIC SIGNAGE	LS	1	\$ 250.00	\$ 250.00
<b>S-1</b>				<b>STRIPING ITEMS SUBTOTAL</b>	<b>\$ 8,040.00</b>



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#### STORM DRAIN ITEMS

Item No.	Description	Unit	Qty.	Unit Price	Extension
30	TYPE "D" STORM DRAIN INLET	EA	1	\$ 4,500.00	\$ 4,500.00
31	48" STORM DRAIN MANHOLE	EA	1	\$ 3,000.00	\$ 3,000.00
32	18" STORM DRAIN MAIN	LF	25	\$ 70.00	\$ 1,750.00
<b>SD-1</b>	<b>STORM DRAIN ITEMS SUBTOTAL</b>				<b>\$ 9,250.00</b>

#### ELECTRICAL ITEMS

Item No.	Description	Unit	Qty.	Unit Price	Extension
33	LED STREET LIGHT - SINGLE HEAD	EA	3	\$ 5,000.00	\$ 15,000.00
34	LED STREET LIGHT - DOUBLE HEAD	EA	5	\$ 8,000.00	\$ 40,000.00
35	CALTRANS NO. 3 1/2 PULL BOX	EA	8	\$ 650.00	\$ 5,200.00
36	PG&E NO. 2 PULL BOX AND EXTENSION	EA	1	\$ 3,000.00	\$ 3,000.00
37	ELECTRICAL CONDUIT AND WIRE	LF	1,270	\$ 26.00	\$ 33,020.00
<b>E-1</b>	<b>ELECTRICAL SUBTOTAL</b>				<b>\$ 96,220.00</b>

#### LANDSCAPING ITEMS

Item No.	Description	Unit	Qty.	Unit Price	Extension
38	MEDIAN ISLAND DECORATIVE COLORED CONCRETE HARDSCAPE	SF	6,160	\$ 9.00	\$ 55,440.00
39	FURNISH AND INSTALL LANDSCAPING AND IRRIGATION	SF	11,945	\$ 9.00	\$ 107,505.00
<b>LS-1</b>	<b>MEDIAN ISLAND LANDSCAPING ITEMS SUBTOTAL</b>				<b>\$ 162,945.00</b>

#### WATER ITEMS

Item No.	Description	Unit	Qty.	Unit Price	Extension
40	6" C900 PVC WATER MAIN	LF	175	\$ 70.00	\$ 12,250.00
41	FIRE HYDRANT	EA	4	\$ 5,000.00	\$ 20,000.00
42	6" GATE VALVE	EA	4	\$ 2,500.00	\$ 10,000.00
<b>W-1</b>	<b>WATER ITEMS SUBTOTAL</b>				<b>\$ 42,250.00</b>

#### ENGINEERING, TESTING, PERMIT AND CONNECTION FEES

Item No.	Description	Unit	Qty.	Unit Price	Extension
43	ENGINEERING REDESIGN, BID DOCUMENTS AND LANDSCAPE DESIGN	LS	1	\$ 65,000.00	\$ 65,000.00
44	CONSTRUCTION MANAGEMENT/ENGINEERING	LS	1	\$ 56,400.00	\$ 56,400.00
45	PG&E CONNECTION FEE	LS	1	\$ 11,000.00	\$ 11,000.00
46	TESTING	LS	1	\$ 8,500.00	\$ 8,500.00
<b>PE-1</b>	<b>ENGINEERING FEES SUBTOTAL</b>				<b>\$ 140,900.00</b>

#### SUMMARY OF CONSTRUCTION COST

Section	Description	Subtotal
ST-G	GENERAL ITEMS SUBTOTAL	\$ 83,360.00
ST-1	STREET ITEMS SUBTOTAL	\$ 366,430.00
S-1	STRIPING ITEMS SUBTOTAL	\$ 8,040.00
SD-1	STORM DRAIN ITEMS SUBTOTAL	\$ 9,250.00
E-1	ELECTRICAL SUBTOTAL	\$ 96,220.00
LS-1	MEDIAN ISLAND LANDSCAPING ITEMS SUBTOTAL	\$ 162,945.00
W-1	WATER ITEMS SUBTOTAL	\$ 42,250.00
PE-1	ENGINEERING FEES SUBTOTAL	\$ 140,900.00
<b>CONSTRUCTION TOTAL</b>		<b>\$ 909,400.00</b>

10% Cont. \$90,900.00  
**CONSTRUCTION TOTAL + 10% Cont. \$ 1,000,300.00**

# **STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY**

**Subject:** Council Approval of Additional Services for Design Engineering for Phelps Avenue Street Improvements  
**Meeting Date:** November 1, 2018  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Sean Brewer, Community Development Director

---

## **I. RECOMMENDATION:**

Staff is requesting the Council authorization to increase the design engineering budget for the Phelps Ave Improvement Project from \$29,500 to \$65,000 for additional services rendered by the City Engineer due to scope modifications including trial design and additional project coordination efforts with the development of the West Hills College Administration Building.

## **II. BACKGROUND:**

In 2016, the City Council authorized City Engineer task orders in the amount of \$35,500 for the design engineering of the Phelps Ave improvement project. The project includes grinding and overlaying the entire roadway from Elm Ave to Posa Chanet, new curb, gutter, ADA compliant sidewalks on the north and west, parking shoulder, bike lane and a center median with landscaping and street lights. The project estimate for design, construction and construction management at the time was \$795,600 authorized by the City Council.

On March 16, 2017 the City Council approved Coalinga's first Active Transportation Plan which included a Trails Master Plan. A trail segment from the master plan is aligned along the northern boundary of Phelps Ave from Elm to Posa Chanet and was incorporated into the project design to ensure continuity with the West Hills College Administration Building design currently under construction.

## **III. DISCUSSION:**

With the development of West Hills College Administration Building and the change in scope to include the trail segment along Phelps Ave, the City Engineer has incurred additional costs associated with the design of the trail segment, improvement plan revisions to conform to the WHC admin building design, and additional landscape design services to comply with the State of California Model Landscape Ordinance.

Staff is requesting Council authorization to increase the preliminary engineering budget from \$35,500 to \$65,000 in order to facilitate completion of the design so that the City is prepared to complete construction in conjunction with the West Hills College Administration Building.

## **IV. ALTERNATIVES:**

Council may choose to deny the request for additional funds, however, staff feels that the additional costs are directly attributed to the increase in design scope and additional coordination with the College to ensure

design compatibility.

## **V. FISCAL IMPACT:**

This project is currently fully funded by Measure "C" Flexible Funding, Street Impact Fees and 2009 RDA Bond Proceeds. Staff feels there is sufficient funding to support the increase in design engineering costs. This report has been reviewed by the Finance Director for form and content.

### **ATTACHMENTS:**


File Name	Description
 TCE_Memo_-_Increase_Scope_and_Budget.pdf	TCE Memo Regarding Increased Scope of Work and PE Budget



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## MEMORANDUM

**To:** Sean Brewer, Community Development Director

**From:** Dan Jauregui, Project Manager 

**Date:** October 10, 2018

**Subject:** Phelps Ave – Elm to Posa Chanet #2606  
Additional Cost for Services not included in original Scope of Work

1. Multi-Trail between Posa Chanet to Elm Avenue:
    - a. Includes design of Multi-Trail alignment; grading; structural section design; curb ramp design at roadway intersections; City Staff and WHCC Staff meetings; cost estimates  
\$16,000
  2. Improvement Plans Revisions to conform with WHCC Administration Building Site Design
    - a. Adjustments to left-turn pocket to conform with WHCC Administration Building Entrance location, design changes due to on-site grading modifications at Entrance to Facility, review street light PG&E Rule 16 Service drop conflict with Administration Building Electrical Service; Coordination with Administration Building Civil Engineer  
\$ 6,500
  3. Median Island Landscaping
    - a. Includes Landscape Architect Subconsultant design of Median-Island Hardscape; Trees & Shrubs Layout; Irrigation System Design Park Strip Landscape & Irrigation design, Landscape Plans preparation  
\$ 7,000
- Total Additional Costs: \$29,500

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Authorize the City Manager to Enter into an Agreement with Frisch Engineering, Inc. to Provide Design Services for the SCADA System at the Water Treatment Plant

**Meeting Date:** November 1, 2018

**From:** Marissa Trejo, City Manager

**Prepared by:** Pete Preciado, Public Works & Utilities Director

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**I. RECOMMENDATION:**

Authorize the City Manager to sign agreement with Frisch Engineering, Inc. to provide design services for the SCADA system at the Water Treatment Plant in the amount of \$98,075.

**II. BACKGROUND:**

The Supervisory Control and Data Acquisition (SCADA) project was identified as a necessary upgrade to the Water Treatment Plant (WTP). A bond was secured (2012 water bond) to provide funding for this project in addition to other water system related projects. The current SCADA system is obsolete and extremely difficult for operators and programmers to keep functional. The program is obsolete. The hardware is obsolete. The replacement of the SCADA system is long overdue and critical to the continued operation of the WTP.

**III. DISCUSSION:**

Statements of qualifications were requested from design firms and Frisch Engineering, Inc. was selected by the panel to perform the design work. On February 15, 2018, the Council approved the City Manager to enter into negotiations with Frisch Engineering, Inc. to reach a design fee.

Frisch Engineering, Inc. proposes to accomplish the design work in the amount of \$98,075. This fee includes all design work to replace and upgrade the SCADA system and integrate the TTHM facilities and carbon dioxide feeding facilities.

**IV. ALTERNATIVES:**

None. The SCADA system is too difficult to repair and keep running. Every issue involves great effort to find someone able to work on this software and equipment that is no longer in use and is very expensive to repair. It is doubtful to find a similarly qualified firm at a lower design cost.

## **V. FISCAL IMPACT:**

The design work is a budgeted item within the Water Enterprise Fund. No funds from the General fund will be used.

This project is included in the 2012 water bond to be funded by the bond.

### **ATTACHMENTS:**

	<b>File Name</b>	<b>Description</b>
▣	Frisch_Engineering_Agreement.pdf	Frisch Engineering Agreement
▣	Frisch_Engineering_Contract.pdf	Frisch Engineering Contract

**AGREEMENT**  
**FOR**  
**ENGINEERING SERVICES**  
**BETWEEN**  
**THE CITY OF COALINGA**  
**AND**  
**FRISCH ENGINEERING**

\_\_\_\_\_, 2018

THE CITY OF COALINGA  
155 Durian Street  
Coalinga, California 93210

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**AGREEMENT  
FOR  
ENGINEERING SERVICES**

This Agreement for Engineering Services ("Agreement") is between the City of Coalinga, a California municipal corporation (the "City"), and Frisch Engineering, Inc. California license number E15761, (the "Engineer"), with respect to the following recitals:

- A. City proposes to undertake the SCADA upgrade project for its water treatment plant which requires the services of a duly qualified and licensed engineer.
- B. Engineer represents that Engineer is licensed to provide engineering services in the State of California and is specially qualified to provide the services required by the City.
- C. The Parties have negotiated the terms under which Engineer will provide such services and reduce such terms to writing by this Agreement.

The Parties therefore agree as follows:

**ARTICLE 1  
DEFINITIONS**

**1.1 Additional Services.** "Additional Services" shall mean those services other than Basic Services, including those services identified in Section 6.2 below.

**1.2 Agreement.** "Agreement" shall mean this Agreement for Engineering Services.

**1.3 Engineer.** "Engineer" shall mean Frisch Engineering, and its officers, shareholders, owners, partners, employees, agents, subconsultants, and authorized representatives.

**1.4 Basic Services.** Engineer's Basic Services consist of design and construction administration services for the Project and all engineering services required to complete a project such as the Project under the applicable standard of care, plus all services specifically required by this Agreement (including but not limited to those specified in Article 5).

**1.5 City, and City Council.** "City" shall mean the City of Coalinga, California, and its City Council members, employees, agents and authorized representatives, including the City Engineer and Public Works Director, and its construction manager and inspectors on the Project. "City Council" shall mean the city council for the City.

1.6 **Contract Documents.** "Contract Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

1.7 **Contractor.** "Contractor" shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.

1.8 **Project.** "Project" shall mean the work of improvement described in Article 3 and the construction thereof, including the Engineer's services thereon, as described in this Agreement.

1.9 **Project Construction Cost.** "Project Construction Cost" shall mean the estimate of total construction costs to the City as initially submitted by the Engineer under this Agreement and accepted by the City, as subsequently revised by changes to the Project Construction Cost under Article 5 of this Agreement, and as subsequently revised at the time the City enters a construction contract to equal the construction contract amount.

1.10 **Wrongful Acts or Omissions.** "Wrongful Acts or Omissions" shall mean Engineer's acts or omissions in breach of this Agreement, the applicable standard of care, or law.

## **ARTICLE 2**

### **RETENTION OF ENGINEER; STANDARD OF CARE**

2.1 City retains Engineer to perform, and Engineer agrees to provide to City, for the consideration and upon the terms and conditions set forth below, the engineering services specified in this Agreement and related incidental services. The Engineer agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Engineer under and required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by engineers in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the City. All services performed by the Engineer under and required by this Agreement shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). Engineer shall be responsible for the completeness and accuracy of the plans and specifications.

### ARTICLE 3 DESCRIPTION OF PROJECT

3.1 The Project for which engineering services shall be provided under this Agreement is described as follows: The SCADA Upgrade Project at the Water Treatment Plant. The Project \_\_\_\_ is not \_\_\_\_\_ [is] [is not] intended to be split into multiple prime contracts.

### ARTICLE 4 COMPENSATION

4.1 **Basic Services.** For the Basic Services satisfactorily performed under this Agreement, Engineer shall be compensated according to its hourly rate schedule (Section 4.8, below). Engineer's total compensation for its Basic Services shall not exceed \$75,000.00, which is Engineer's estimate of the maximum total cost of its Basic Services on the Project, based on its \_\_\_\_\_, 2018, fee estimate. However, Engineer will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Engineer acknowledges that the not-to-exceed price for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

4.2 **Additional Services.** Engineer may invoice separately for satisfactorily performed Additional Services if provided by Engineer under Article 6. However, Engineer will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

#### 4.3 Reimbursable Expenses

4.3.1 Reimbursable Expenses are those actual out-of-pocket expenses directly incurred as a result of Engineer's performance of Basic or Additional Services under this Agreement. Engineer may not charge a mark-up on Reimbursable Expenses. Reimbursable Expenses are limited to these expenses related to the Project: Fax, reproduction expense (excluding such expense for reproductions for office use by Engineer and its consultants), postage, messenger, transportation, living expenses in connection with out-of-town travel, long distance communications, expense of renderings, models and mock-ups requested by City, expense of publishing under Section 5.6.5, expense of data processing and photographic production techniques when used in connection with Additional Services, and, if authorized in advance by the City, expense of overtime work requiring higher than regular rates. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Engineer must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions.

4.3.2 Engineer shall be reimbursed by City for its Reimbursable Expenses on the Project. Engineer's total reimbursement for Reimbursable Expenses shall not exceed \$\_\_\_\_\_, which is Engineer's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the City of the Engineer's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Engineer's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to City payment of such expenses. If City disputes a portion of a properly submitted invoice, it shall notify Engineer of the dispute and, upon Engineer's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Engineer shall provide all documentation requested to support disputed portions of properly submitted invoice. Regardless of any such dispute about an invoice or payment, Engineer shall continue to provide all services required by this Agreement and law until the end of the Project, even if City and Engineer cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Engineer otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

4.5 The Engineer's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, City may withhold from payments to Engineer to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) Wrongful Acts or Omissions caused City to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Engineer is responsible under Section 5.7.20. If the total amount invoiced by Engineer reaches the not-to-exceed Basic Services amount before Engineer's Basic Services under this Agreement are complete, Engineer must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

4.6 Should City cancel the Project under Section 12.1 of this Agreement at any time during the performance of this Agreement, Engineer shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Engineer's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 City has the right to audit Engineer's records and files regarding any of the work performed by Engineer for City on this Project during or after the Project. Engineer shall keep complete records showing all hours worked and all costs and charges applicable to its work under this

Agreement. Engineer will be responsible for Engineer's consultants keeping similar records. City shall be given reasonable access to those records for audit purposes within ten (10) days of receipt of City's request. Engineer shall keep and maintain records and files for ten (10) years.

4.8 Engineer's hourly rate schedule for its services is attached as *Exhibit A*.

4.9 Engineer shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

## **ARTICLE 5**

### **BASIC SERVICES TO BE RENDERED BY ENGINEER**

#### **5.1 General**

5.1.1 Engineer's Basic Services consist of the design services normally required to complete a project such as the Project. The Basic Services also include the services described in this Agreement, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The City shall have the right to add or delete from the Engineer's scope of services as it may determine is necessary for the best interests of the Project and/or the City. Engineer shall expeditiously and diligently perform all of its work and obligations under this Agreement. Engineer may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with City under Section 4.4, above. The Engineer acknowledges that its priority is to complete the Project and the Engineer's services, and that any payment disputes with the City under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Engineer shall review the estimate described more fully below at each phase of Engineer's services, also as defined below. If such estimates are in excess of the project budget, the Engineer shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Engineer's services include the presentation to the City of Project Construction Cost, the Engineer shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions.

5.1.4 The Engineer shall notify the City if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index.

5.1.5 At the City's request, the Engineer and Engineer's consultants shall cooperate with City and the City's consultants in verifying that Engineer's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Engineer shall attend those meetings.

5.1.6 The Engineer shall investigate existing conditions of facilities and thoroughly account for and list in the construction documents any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Agreement. Engineer's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Engineer shall provide a minimum of \_\_\_\_ ( ) full-time employees before construction commences, and \_\_\_\_ ( ) full-time employee after construction commences, to perform its duties and responsibilities under this Agreement. All personnel provided by Engineer shall be qualified to perform the services for which they are provided. Engineer shall obtain City's approval of each employee of Engineer who provides services under this Agreement, and approval of each change of employees who are providing such services. City may, upon \_\_\_\_\_ ( ) days' written notice, cause Engineer to remove a person from the Project if he/she has failed to perform to City's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Engineer shall provide them immediately.

5.1.8 Engineer is an agent of City and shall reasonably represent the City at all times in relation to the Project.

5.1.9 Engineer shall be fully licensed as required by law at all times when providing services under this Agreement.

## **5.2 Consultants**

5.2.1 Engineer's Consultants. The Engineer shall employ or retain at Engineer's own expense, engineers and other consultants necessary to Engineer's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants employed by Engineer for this Project shall be approved by City prior to their commencement of work. The Engineer's consultants shall be employed to provide assistance during all aspects of the Project and will include, in addition to design services, review of schedules, shop drawings, samples, submittals, and requests for information. The Engineer's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Engineer must disclose to City all such consultants retained, and the compensation paid to them.

5.2.2 City's Consultants. Engineer shall confer and cooperate with consultants retained by City as may be requested by City or as reasonably necessary. City may retain a construction manager to assist City in performance of City's duties for the Project.

5.2.3 The Engineer shall procure a certified survey of the Project site if required, including but not limited to grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project site; locations; dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the City, and the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

5.2.4 Engineer shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the City, and the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Engineer shall assist the City and its consultants to apply for funding for the Project, and Engineer shall be responsible for all submittals required of the Engineer in connection therewith.

### **5.3 Schematic Design Phase**

5.3.1 The Engineer shall review all information concerning the Project delivered or communicated by the City to the Engineer to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.

5.3.2 The Engineer shall provide a preliminary evaluation of the City's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Engineer shall review with the City alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the City's budget and scope of work requirements, the Engineer shall prepare for the City's governing board's written approval, schematic design documents, which include but are not limited to, schematic design studies, site

utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to City's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to City's milestone and completion deadline requirements. Nevertheless, Engineer is encouraged to make recommendations to City regarding additional benefits that could be realized by increasing the City's total construction cost budget, or by altering the City's completion deadlines. If City incorporates any recommended changes, then Engineer shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until the City Council approves them in writing. Engineer shall attend, and present at, as many meetings of the City Council as may be necessary to obtain the City Council's approval of the schematic design documents.

5.3.5 The Engineer shall submit to the City a preliminary Project Construction Cost based on current area, volume and other unit costs.

#### **5.4 Design Development Phase**

5.4.1 Following the City Council's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Engineer shall provide all necessary architectural and engineering services to prepare design development documents for the City Council's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Engineer will keep the Project within all budget and scope constraints set by the City. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to City's total construction cost budget and shall include reasonable contingencies for all construction and construction management work, and the revised construction schedule shall conform to City's milestone and completion deadline requirements. Nevertheless, Engineer is encouraged to make recommendations to City regarding additional benefits that could be realized by altering the City's total construction cost budget or completion deadlines. If City incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Engineer shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until the City Council

approves them in writing. Engineer shall attend, and present at, as many meetings of the City Council as may be necessary to obtain the City Council's approval of the design development documents.

5.4.2 The Engineer shall assist the City and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Engineer shall prepare necessary documents for and oversee the processing of City's application for and obtaining of required approvals from all public agencies exercising jurisdiction over the Project. Engineer shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Engineer shall provide a copy of all such documents to the City.

5.4.4 The Engineer shall advise the City of any adjustments to the preliminary Project Construction Cost.

5.4.5 Engineer shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Engineer shall provide at no expense to the City one complete set of preliminary plans for the review and written approval of the City and one set for each public agency having approval authority over such plans for their review and approval at no expense to the City.

## **5.5 Contract Documents Phase**

5.5.1 Following the City Council's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Engineer shall prepare Contract Documents for the written approval of the City Council consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Engineer shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a subconsultant and other subconsultants or the Engineer; and Engineer may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Engineer shall also update the construction schedule and the Project Construction Cost for written approval of the City Council. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Engineer shall prepare an accurate set of drawings indicating dimensions and locations

of existing buried utility lines, which shall be included in the bid packages. If the project is intended to be split into multiple prime contracts, then the Contract Documents shall be structured in order to maximize the ability to create multiple prime bid packages for the Project, and shall identify the bid packages to be created.

5.5.2 Engineer shall consult with and involve the City in development of the bid documents and bid package, and shall forward them to the City for written approval prior to their use. If the City is using a multiple prime delivery method for the Project with multiple bid packages, then Engineer shall consult with and involve the City in identification and development of the bid documents and bid packages, and shall forward them to the City for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to the building department for the public agency that has jurisdiction over the Project for approval, the Engineer shall submit the Contract Documents to the City for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by City is not required.

5.5.4 After approval by the City Council and any constructability review, the Engineer shall submit the Contract Documents to the building department for the public agency that has jurisdiction over the Project, and make the necessary corrections to secure such building department's approval of the Contract Documents.

5.5.5 The Engineer shall give the City, at the time of the building department's approval of the final form of the Contract Documents (see Section 5.5.4, above), Engineer's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by the City Council along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction Cost and construction schedule for the Contract Documents, the Engineer shall consult with and involve the City in the process to maximize accuracy and completeness. If the City is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect the fact that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to City's total Project budget, and the revised construction schedule shall conform to City's milestone and completion deadline requirements. Engineer shall attend, and present at, as many meetings of the City Council as may be necessary to obtain the City Council's written approval of the Contract Documents.

## 5.6 Bidding and Negotiations Phase

5.6.1 Following written approval of Contract Documents pursuant to Sections 5.5.4 and 5.5.5, above, and the City Council's written approval of Engineer's final estimate of Project Construction Cost and construction schedule, Engineer shall continue to work with the City in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Engineer shall reproduce the bid documents and bid package in the number requested by the City and distribute them among interested contractors. Engineer shall also assist the City in obtaining bids, and shall assist the City in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents, which does not include those for the use of the Engineer or its consultants, requested by the City in excess of \_\_\_\_\_ shall be reproduced at City's expense.

5.6.2 Engineer's estimate of Project Construction Cost at the time of the building department's approval of the Contract Documents (see Section 5.5.4, above) shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Engineer's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Engineer's most recently approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) by more than ten percent (10%), Engineer shall, upon request by City and as part of Engineer's Basic Services, make such changes in the plans and specifications as shall be necessary so that the lowest responsible and responsive bid at a new bid opening would be within ten percent (10%) of the approved Project Construction Cost. In making such changes, Engineer will exercise Engineer's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Engineer's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Engineer may, as an alternative, include in the Contract Documents for a bid package one or more deductive alternatives so that Engineer and City may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Engineer's Project Construction Cost.

5.6.4 Either on its own or in cooperation with the City, the Engineer shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the City as to whether, in the Engineer's professional opinion, a bidder meets the minimum requirements.

5.6.5 The Engineer shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises, as applicable to the Project.

## 5.7 Construction Phase

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed.

5.7.2 Instructions to the Contractor shall be forwarded through the City, its construction manager, or the Engineer as directed by the City. The Engineer shall advise and consult with the City in the general administration of the Project. The Engineer will have authority to act on behalf of the City only to the extent provided in the Contract Documents, unless City grants additional authority in writing.

5.7.3 The Engineer shall timely provide City with copies of all of its correspondence with the Contractors.

5.7.4 The Engineer shall provide prompt and timely direction to the City and the Contractor as to the interpretation of Contract Documents. Engineer shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the project and is causing, or may cause, delay, in which case the Engineer shall respond as soon as possible, if not immediately. If the Engineer is not able to take action within the time required due to reasons beyond Engineer's control, the Engineer may take action within a reasonable period of time under the circumstances; however, the Engineer shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the City and Contractor immediately after such determination with an explanation as to why the Engineer cannot take action within the time required, what the Engineer is doing to expedite its response, when the Engineer expects to be able to issue a response, and what action, if any, should be taken by City or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Engineer's own knowledge of the Project (including documents in Engineer's possession or reasonably available to it), Engineer shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the City upon completion of the Project. While Engineer cannot guarantee precise accuracy of such drawings, Engineer shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Engineer shall have no responsibility for their conformity to field conditions, except that in the event that the Engineer, consistent with standards of due care, becomes aware of non-conformity with field conditions, Engineer shall have a duty immediately to notify the City in writing. Engineer shall also assemble and deliver to City all written guarantees, instruction books, operation

and maintenance manuals, diagrams, charts and other documents required of Contractors.

5.7.6 The Engineer shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq.* The Engineer may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package, but Engineer shall remain responsible for supervising such Contractor to ensure performance of this task. Engineer shall provide a copy of all such notifications to the City.

5.7.7 The Engineer shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the City shall provide such access so that the Engineer may perform its functions under the Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Engineer shall require Contractors to comply with the Contract Documents, and shall guard the City against defects and deficiencies in the work of the Contractor. The Engineer shall advise and consult with the City, and its construction manager and inspectors, concerning the Contractor's compliance with the Contract Documents and shall assist the City and inspectors in securing the Contractor's compliance.

The Engineer shall be responsible for any additional public agency fees and delay damages related to public agency review of proposed changes to the approved Contract Documents, to the extent Engineer's negligence, recklessness or willful misconduct caused the additional fees, and for delay damages to the extent Engineer is responsible under Section 5.7.20.2 below.

5.7.9 The Engineer shall visit the site (both as the Engineer deems necessary and as requested by the City), but under no circumstances less than 4 times per month, to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the City's construction manager and/or inspectors unless Engineer has agreed in writing to serve as the City's inspector.

5.7.10 The Engineer shall notify the City promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Engineer will exercise reasonable care in the discharge of Engineer's obligation to discover significant defects and faults.

5.7.11 The Engineer shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to

determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Engineer shall take such action as soon as possible. If Engineer is not able to take such action within the required time due to reasons beyond Engineer's control, the Engineer may take action within a reasonable period of time under the circumstances; however, the Engineer shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the City and Contractor immediately after such determination with an explanation as to why the Engineer cannot take action within the time required, what the Engineer is doing to expedite its response, when the Engineer expects to be able to issue a response, and what action, if any, should be taken by City or Contractor in the meantime to mitigate delays and/or costs. The Engineer will have the authority to reject work and materials which do not conform to the Contract Documents. The Engineer's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Engineer's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Engineer will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Engineer will also recommend substitution of materials or equipment when, in the Engineer's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Engineer shall assist the City in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Engineer shall not be responsible for acts or omissions of the Contractor, subcontractors, suppliers, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Engineer, unless due to Wrongful Acts or Omissions.

5.7.14 The Engineer shall make such regular reports as shall be required by agencies having jurisdiction over the Project, and shall keep the City informed in writing of the progress of the Project no less than monthly.

5.7.15 The Engineer will make reasonable professional efforts to exclude hazardous materials from new construction. In the event the City or Engineer is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Engineer nor the City is trained or licensed

in the recognition or remediation of Hazardous Substances.

When construction is properly completed, Engineer shall provide such certification as to Hazardous Substances as is required of engineers for such projects by any public agency.

5.7.16 Based on the Engineer's observations, and an evaluation of each application for payment by Contractor, the Engineer will estimate the amount of work completed by Contractor, and assist the City in (a) determining the amount owing to the Contractor, and (b) issuing certificates for payment incorporating such amount, all in accordance with the Contract Documents. The Engineer's estimation of the amount of work completed by Contractor shall constitute representations by the Engineer to the City that the quality of the completed work is in accordance with the Contract Documents based upon Engineer's observations of the completed work, and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Engineer shall assist the City in evaluating and responding to claims, disputes and other matters in question between the Contractor and the City, including but not limited to claims made against the City as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the City at no cost to the City. So that the City can delay prosecution of its claims, lawsuits or other proceedings against Engineer, which would better enable City and Engineer to cooperatively evaluate and respond to Contractor's claims, Engineer agrees to toll all statutory periods of limitation for City's claims, lawsuits or other proceedings against Engineer which arise out of, or are related to, any claims by Contractors against City until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, City may terminate the tolling period effective ten (10) days after written notice to Engineer, and after such termination, City may pursue claims, lawsuits, or other proceedings against Engineer.

5.7.18 The Engineer will provide advice to the City on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Engineer shall recommend, prepare and process the necessary change orders. Payment of fees to the Engineer as a result of change orders shall be handled as follows:

5.7.19.1 City-initiated change orders – If a change order is initiated by the City, the Engineer's fee for design services related to such change order shall be paid as an Additional Service under Articles 4 and 6. If a change order is solicited by the City but not subsequently authorized by the City, the Engineer shall be paid for time spent on the design of the proposed change order.

5.7.19.2 Change orders due to Wrongful Acts or Omissions – When a change order is necessitated as a result of Wrongful Acts or Omissions, the Engineer’s services in connection with that change order are not compensable and Engineer shall not include those services on any invoice.

5.7.19.3 Change orders beyond City or Engineer control – If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown conditions, unforeseeable conditions, hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as City-initiated change orders (see Section 5.7.19.1).

5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of, Wrongful Acts or Omissions, or the City otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Engineer shall be responsible for the following:

5.7.20.1 In the event of such a change order, Engineer shall pay City for the difference between (a) what the Contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the “added value” or “betterment” portion of the change order), and (b) what the Contractor charges the City in the change order. The amount of added value of any change order work shall be based on the circumstances of the Engineer’s Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties’ intent that the City should pay no more than what the City would have paid if the Wrongful Act or Omission had not occurred.

5.7.20.2 In addition, Engineer shall pay the City for any other costs or damages which the City incurs as a result of Wrongful Acts or Omissions, including but not limited to any delay damages the City pays to, or cannot collect from, Contractor or any third party.

The City may backcharge, and withhold payment from, the Engineer for these change order expenses, costs, and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When City so backcharges and withholds, upon Engineer’s request City and Engineer shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether the Wrongful Act or Omission caused the change order expense, costs, or damages which the City incurs, or will incur, (c) what change order expense, costs, or damages have been, or will be, incurred by City, and (d) what portion of the change order expense, costs, or damages are attributable to Engineer as described above. If City and Engineer do not reach agreement on all four of these items when meeting and conferring, then City and Engineer shall attempt to use mediation in good faith to resolve the dispute. If the attempt to use mediation fails, then either City or Engineer can initiate a court action to resolve the dispute.

5.7.21 The Engineer shall provide a color schedule of all finish materials in the Project for the City's review and approval.

5.7.22 The Engineer shall assist City in determining the date of final completion and make a final detailed on-site review of the job with representatives of the City and the Contractor. Engineer shall also perform a warranty review with City 30-60 days before expiration of the specified warranty on the Project.

5.7.23 The Engineer shall assist the City in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted engineering or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.24 Engineer shall make reasonable professional efforts so that the finished project complies with all standards imposed by the American with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Engineer has violated any of the above-referenced laws, or City, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Engineer shall remedy the violation at its own cost. **Engineer shall indemnify and defend the City, and hold it harmless, under Article 18.1 of this Agreement for any failure of Engineer's services to comply with applicable laws under this section and Sections 2.1 and 11.1 due to Engineer's negligence, recklessness or willful misconduct.** The Engineer shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Engineer, nor shall Engineer be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations that were applicable at the time Engineer's design was approved under Section 5.5.4. In the event that the Engineer is or becomes aware of possible non-compliance with the foregoing standards, Engineer shall have a duty immediately to notify the City in writing of the possible non-compliance.

**5.8 Use of Previously Prepared Materials.** In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Engineer, whether supplied by City or by Engineer, which are relied upon, altered or otherwise utilized by Engineer, Engineer shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Engineer under this Agreement.

**ARTICLE 6**  
**ADDITIONAL SERVICES TO BE RENDERED BY ENGINEER**

6.1 No additional compensation shall be paid to Engineer for performing Additional Services unless prior to such services being rendered (a) the City authorizes such services in writing, and (b) the City and the Engineer agree in writing as to the amount of compensation for such services. Such compensation shall be paid based on the hourly rates in Section 4.8 and as otherwise set forth in this Agreement.

**ARTICLE 7**  
**RESPONSIBILITIES OF CITY**

It shall be the duty of City to:

- 7.1 Pay all fees required by any reviewing or licensing agency;
- 7.2 Designate a representative authorized to act as a liaison between the Engineer and the City in the administration of this Agreement and the Contract Documents;
- 7.3 Furnish, at the City's expense, inspection services;
- 7.4 Review all documents submitted by the Engineer and advise the Engineer of necessary City decisions thereon within a reasonable time after submission;
- 7.5 Issue appropriate orders to Contractors in appropriate manner;
- 7.6 Furnish existing soil investigation or geological hazard reports, which the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer;
- 7.7 Provide asbestos review and abatement, identifying materials which may qualify for same;
- 7.8 Furnish available as-built drawings for buildings and utilities systems related to the Project, which the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Engineer. The City will also provide information regarding programmatic needs and specific equipment selection data;
- 7.9 Furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Engineer; and

7.10 Furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the City becomes aware (however, the City's failure to do so shall not relieve the Engineer of its Engineer's responsibilities under Title 21 and Title 24 and under this agreement).

## **ARTICLE 8**

### **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

8.1 Prior to the commencement of services under this Agreement, the Engineer shall furnish to the City satisfactory proof of insurance for the period covered by this Agreement (including, at a minimum, a certificate of insurance, an Additional Insured Endorsement, and a Declarations Page) for public liability and property damage with an insurance carrier satisfactory to the City, under forms satisfactory to the City, to protect the Engineer and City against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other City facilities or equipment, resulting from acts of commission or omission by the Engineer, or otherwise resulting directly or indirectly from the Engineer's operations in the performance of this Agreement. The City shall be named as an additional insured on all such policies.

8.2 The following insurance shall be maintained by the Engineer in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than One Million Dollars (\$1,000,000.00) general aggregate, One Million Dollars (\$1,000,000.00) personal and advertising injury aggregate, and a One Million Dollars (\$1,000,000.00) limit per occurrence; and automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit.

8.3 The Engineer's insurance policies shall contain a provision for thirty (30) days written notice to the City of cancellation or reduction of coverage. The Engineer shall name, on any policy of insurance required, the City as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Engineer shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the City for approval subject to the following requirements. Thereafter Engineer shall produce a certified copy of any insurance policy required under this section upon written request of the City.

8.4 At the time of making application for any extension of time, Engineer shall submit evidence that insurance policies will be in effect during the requested additional period of time.

8.5 If the Engineer fails to maintain such insurance, the City may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the City might be held liable on account of the Engineer's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Engineer under this Agreement.

8.6 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Engineer may be held responsible for the payment of damages resulting from the Engineer's operations.

8.7 Each of Engineer's consultants shall comply with this Article, and Engineer shall include such provisions in its contracts with them.

## **ARTICLE 9 WORKER'S COMPENSATION INSURANCE**

9.1 Prior to the commencement of services under this Agreement, the Engineer shall furnish to the City satisfactory proof that the Engineer and all engineers, experts, consultants and subcontractors the Engineer intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the City for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. If the Engineer employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the City immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Engineer is self-insured, the Engineer shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the City.

9.2 Prior to the commencement of services under this Agreement, the Engineer shall furnish to the City satisfactory proof that the Engineer and all engineers, experts, consultants and subcontractors the Engineer intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the City. During the course of Engineer's services, if Engineer ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Engineer shall furnish such satisfactory proof of insurance to the City. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Engineer is self-insured, the Engineer shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the City.

## ARTICLE 10 ERRORS AND OMISSIONS INSURANCE

10.1 Prior to the commencement of services under this Agreement, the Engineer shall furnish to the City satisfactory proof that the Engineer has, for the period covered by this Agreement, errors and omissions insurance on a claims-made basis with limits of at least One Million Dollars (\$1,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) in aggregate, with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000). Engineer shall renew this claims-made policy annually for 10 years after completion of the Project to provide coverage for claims that may arise from this Project; and if Engineer ceases operation as a business, Engineer must purchase a five-year extended reporting period (i.e., "tail") to provide coverage for claims that may arise in the five years following such end of operations.

10.2 Each of Engineer's professional sub-consultants (including consultants of Engineer's) shall comply with this Article, and Engineer shall include such provisions in its contracts with them.

## ARTICLE 11 COMPLIANCE WITH LAWS

11.1 Engineer shall be familiar with, and Engineer and Engineer's design shall comply with, all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

## ARTICLE 12 TERMINATION OF AGREEMENT

12.1 **Termination by City** – This Agreement may be terminated, or the Project may be canceled, by the City for the City's convenience and without cause at any time immediately upon written notice to the Engineer. In such event, the Engineer shall be compensated for (a) all Basic or Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the City, and (c) any costs incurred by reason of such termination; but less any amounts the City is entitled to withhold under law or this Agreement. Upon the City's request and authorization, Engineer shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Engineer, the City may also terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Engineer. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Engineer must cure such breach. In response to such

Notice, if the Engineer fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the City may terminate the Agreement by written notice delivered to the Engineer, which shall be effective upon such delivery. In such event, the Engineer shall be compensated for all services completed under this Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the City, but less any amounts the City is entitled to withhold under law or this Agreement. Upon the City's request and authorization, Engineer shall perform any and all services necessary to complete the work in progress as of the date of the termination.

**12.2 Termination by Engineer** – Engineer may not terminate this agreement except for a material breach of contract by the City related to a failure to pay an undisputed invoice, or undisputed portion of an invoice, in which case the Engineer may deliver a written Notice of Intent to Terminate to the City. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the City must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the City fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Engineer may terminate the Agreement by written notice delivered to the City within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Engineer, Engineer shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the City. Upon the City's request and authorization, Engineer shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

### **12.3 Miscellaneous Termination Provisions**

**12.3.1** Following the termination of this Agreement for any reason whatsoever, the City shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Engineer, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project). Engineer shall promptly make any such documents or materials available to the City upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer or any of its agents under this Agreement shall immediately upon request by the City be delivered to the City. Engineer may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Engineer may have against the City or a claim by the Engineer to an ownership interest in the intellectual property embodied in the documents or materials.

### **ARTICLE 13 ENGINEER AN INDEPENDENT CONTRACTOR**

13.1 It is specifically agreed that in the making and performance of this Agreement, the Engineer is an independent contractor and is not and shall not be construed to be an officer or employee of the City.

### **ARTICLE 14 STANDARDIZED MANUFACTURED ITEMS**

14.1 The Engineer shall consult and cooperate with the City in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the City's criteria so long as the same does not interfere seriously with the building design or cost.

### **ARTICLE 15 OWNERSHIP OF DOCUMENTS**

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer under this Agreement shall be and shall remain the property of the City for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project).

15.2 The Engineer will provide the City with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship

fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer under this Agreement, and will retain, on the City's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Consultant's files for a period of no less than fifteen (15) years. Engineer shall promptly make available to City any original documents it has retained under this Agreement upon request by the City.

## ARTICLE 16 LICENSING OF INTELLECTUAL PROPERTY

16.1 This Agreement creates a non-exclusive and perpetual license for the City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer under this Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project). The Engineer shall require any and all subcontractors and consultants to agree in writing that the City is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed under this Agreement.

16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the City in relation to other projects.

16.3 Engineer represents and warrants that Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Engineer or its consultants prepares or causes to be prepared under this Agreement. **Engineer shall indemnify, defend and hold the City harmless under Article 18.1 of this Agreement for any breach of Article 16 due to Engineer's negligence, recklessness or willful misconduct.** The Engineer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Engineer and provided to Engineer by the City.

**ARTICLE 17**  
**ACCOUNTING RECORDS OF ENGINEER**

17.1 Engineer's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles and shall be available to the City or its authorized representative at mutually convenient times.

**ARTICLE 18**  
**INDEMNITY**

18.1 **Engineer Indemnification** – To the fullest extent permitted by law, including California Civil Code section 2782.8, the Engineer shall defend, indemnify, and hold harmless the City, the City Council, each member of the City Council, and their officers, agents, consultants, and employees (“City Indemnitees”) against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the Engineer, the Engineer's officers, employees, agents, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement. For purposes of this Article 18.1 only, “claims” means all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the City’s attorneys’ fees, experts’ fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Engineer.

18.2 **City Indemnification for Use of Third Party Materials** – The City shall defend, indemnify, and hold harmless the Engineer and its employees against any and all copyright infringement claims by any design professional formerly retained by the City arising out of Engineer's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. However, Engineer shall be entitled to such indemnification only if each of the following conditions are met: (a) Engineer actually re-draws or completes such other designs or contract documents; (b) Engineer complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) City has supplied Engineer with the previously prepared documents or materials; and (d) City expressly requests that the Engineer utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, City does not waive any immunities.

## ARTICLE 19 TIME SCHEDULE

19.1 **Time for Completion.** Time is of the essence of this Agreement. The Engineer shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as *Exhibit B* to this Agreement.

19.2 **Delays.** The City recognizes that circumstances may occur beyond the control of either the City or the Engineer and extensions for such delays may be made to the schedule if approved by the City. Any time during which the Engineer is delayed in the Engineer's work by acts of City or its employees or those in a direct contractual relationship with City or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Engineer. City shall not be liable for damages to the Engineer on account of any such delay.

## ARTICLE 20 MISCELLANEOUS PROVISIONS

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Fresno, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the City.

20.2 The Engineer shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the City.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

**City:** City of Coalinga  
155 Durian Street  
Coalinga, California 93210  
Attention: Marissa Trejo, City Manager

**Engineer:** Frisch Engineering, Inc.  
13405 Folsom Blvd., Unit 600  
Folsom, CA 95630  
Attention: Thomas P. Frisch, P.E.

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Engineer and the City and their respective successors and assigns.

20.5 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

20.7 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the City or the Engineer.

20.8 This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Engineer, by the execution of this Agreement, acknowledges that the Engineer has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

20.9 The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's professional materials. The Engineer's materials shall not include the City's confidential or proprietary information if the City has previously advised the Engineer in writing of the specific information considered by the City to be confidential or proprietary.

20.10 In any litigation to enforce the terms of this Agreement, including the performance of a party's obligations hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including but not limited to experts' fees.

20.11 If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The party requesting mediation shall serve a demand for mediation on the other party. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days of delivery of the demand for mediation, or if a period of limitation is about to expire, a party may pursue litigation to resolve the dispute.

A demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

\*\*\*\*\*

**ENGINEER:**

Frisch Engineering, Inc.

**CITY:**

CITY OF COALINGA

By:   
Thomas P. Frisch, P.E.

By: \_\_\_\_\_  
Marissa Trejo, City Manager

*Exhibit A*  
**RATE SCHEDULE**

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Thomas Frisch, PE	Principal Electrical Engineer	\$185 per hour
Michael Frisch, PE	Principal Electrical Engineer	\$185 per hour
Thomas Frisch, PE	Senior Electrical Engineer	\$175 per hour
Michael Frisch, PE	Senior Electrical Engineer	\$175 per hour
Martin Yarbrough	Senior Electrical Designer	\$160 per hour
Mike Rogers	Senior Programmer	\$160 per hour
Nigel Wakefield	Junior Electrical Designer	\$140 per hour
Nik Conant	Associate Electrical Designer	\$110 per hour
Brian Woodin	Associate Electrical Designer	\$110 per hour

*Exhibit B*  
**PROJECT SCHEDULE**



## FRISCH ENGINEERING, INC.

Consulting Electrical Engineers and Programmers  
13405 Folsom Blvd., Unit 600  
Folsom, CA 95630

dba Frisch  
Electric  
Electrical Contractor  
C-10 Lic #1025671  
Phone (916) 353-1025

October 23, 2018

Mr. Pete Preciado, P.E.  
City of Coalinga  
Public Works and Utilities Director  
155 W. Durian Ave.  
Coalinga, CA 93210

Location: Coalinga SCADA system WTP and Remotes  
Subject: Electrical Engineering Design Services

Mr. Preciado,

Frisch Electrical Engineering Inc. is pleased to submit this proposal to perform the electric power and control system design services for this project. The following detail is provided in defining our proposed scope of work.

### Design Services

1. Plant PLCs -- We will produce electrical drawings and specifications for replacement of each of the PLCs in existing control panels at the WTP to include the following:
  - A. Master Control Panel PLC
  - B. Raw Water Pump Station / Travelling Screen Sed Basins
  - C. Filter 1-2
  - D. Filter 3-4
  - E. Filter 5-6, Plant Influent, Backwash Rate of Flow
  - F. Treated Water Effluent Pumps / Washwater System / Clarifiers
  - G. Chem Feed / Rapid Mixer
  - H. Incorporate new systems defined under other design tasks -- permanganate and carbonic acid systems.

The design will include Ethernet communications to each PLC. We will initially consider the use of Allen Bradley Compact Logix PLCs.

2. PLC software Descriptions -- Additional features to be added to the Plant PLC control system are included: We will define the control strategies similar to existing functions and improve those functions with programming standards. Control strategies will be completed to the extent necessary for discussion and assume that software programming is by Frisch Engineering. Additional functions will be added as shown below:
  - A. Alum dosage control.
  - B. Filters automated backwash
  - C. Effluent pumps alarm on pump fail
  - D. Effluent pump surge tank alarm
  - E. Automated remote tank fill and filter plant shutdown

- F. Washwater pump control reclaim level setpoints and delay since backwash.
- G. Chlorine gas alarms
- H. Rapid mix interlock override
- I. Post CL2 analyzer – add signal to SCADA
- J. Fluoride system containment alarm
- K. Permanganate system – add to SCADA, pump speed and tank level
- L. CO2 carbonic acid system – add to SCADA.
- M. Poly system – add alarms to SCADA dialer
- N. Activated Carbon system – remove from SCADA
- O. Apply PLC programming standards to all systems to include:
  - 1. Enable/disable toggles
  - 2. Setpoints and time delays for every alarm and control function
  - 3. SCADA auto/manual control
  - 4. Fail alarms based on non-running when called, or no flow, or non-expected action of some sort.
  - 5. Out of auto alarms
  - 6. High, low, hi-hi, low low, and transducer alarms for each analog.
  - 7. Analogs scaled to engineering units.
  - 8. Others as needed.
- 3. SCADA system Design
  - A. Two or three machine SCADA with Historian, backup systems, Ethernet communications to local plant PLCs.
  - B. Remote communications to City Hall (IP service) as possible and selected.
  - C. Remote communications to Booster Pump Stations and tanks utilizing existing radios

The following drawings and specifications and task items will be included in the design as needed to create a clear scope of work.

- 4. Electrical and Instrumentation Design
  - A. Site visit to observe and document current conditions
  - B. Design Meetings at kickoff and progress deliverables
  - C. Electrical Design Drawings
    - 1. Electrical symbols and abbreviations.
    - 2. Process and Instrumentation diagrams (P&IDs)
      - a. Plant processes (Qty ~15)
    - 3. Elevation layout drawings:
      - a. Control Panel with backpan layout for PLC replacements

4. Control panel I/O sheets.
5. Typical PLC I/O wiring diagrams for transition to new PLC (typical for each I/O type)
6. Plan drawings:
  - a. Plant electrical site drawings showing locations of PLCs
  - b. New conduits and wire routes to pick up new I/O points.
7. Detail drawings as needed.
- D. Electrical schedules:
  1. Conduit & wire
  2. Instrumentation
- E. Electrical specifications:
  1. General Electrical Materials
  2. Conduit and Boxes
  3. Low Voltage Wire
  4. Grounding
  5. Fiber Optic and Network Accessories
  6. Instrumentation (flowmeters, pressure transmitters, etc)
  7. Other electrical components.
- F. Electrical and Instrumentation construction cost estimate at each design deliverable.

### **Assumptions**

- We have assumed one bid package, one project for construction.
- Our standard insurance coverage limits for general liability and E&O liability at \$2,000,000 per occurrence and \$2,000,000 aggregate are sufficient.
- Drawings and specifications can be completed by using our standards and templates created in AutoCad and MS Word using CSI format.
- Frisch Engineering will be defined in specifications as Application Programmer.
- Drawings furnished to Frisch Engineering from the existing O&M manuals and designs are accurate. Inaccuracies may cause additional time and effort in sorting it out during design.
- The project construction budget includes an industry standard 10% minimum contingency such that changes can be designed and implemented as deemed necessary by the Engineer or Owner during construction. This quotation does not include cost for construction changes regardless of initiating source.
- Rate escalation of 5% per hour is scheduled for January 1, 2018 and each anniversary thereafter. Escalated rates will only apply to extra work performed after January 1, 2018.
- Hourly rates include overhead costs such as telephone, photocopies, computer costs, and insurance.
- Hourly rates do not include expenses such as mileage, rental equipment, airline tickets,

rental vehicles, lodging, non-incidenta photocopying and materials.

- Travel time will be billed at hourly rate, plus current Federal mileage rate.
- Meals will be billed at Federal per diem rates.
- Actual travel expenses (airfare, ground transportation lodging, etc.) are billed at cost plus 10% for overhead and handling.

#### **Deliverables**

- Plans, specifications, and cost estimate, delivered PDF, at 60%, 90%, and 100% design stages.

#### **Terms**

- As defined per contract, contract by client.
- Attached quote is based on project scope as described. We anticipate that we can perform the scope as described within our budget. If the project changes, or work scope increases or decreases, we will make every effort to inform the Client in advance of work for authorization.
- Client will be invoiced monthly based on project progress.
- Changes to project scope may result in increased or reduced costs.

#### **Electrical Engineering Costs**

##### **See attached Quotation**

Frisch Engineering is pleased to offer this quotation for your consideration. This quotation is for design services only. We will gladly quote services during construction such as submittal review, electrical inspection, and management after the design is complete. Please give me a call or email if you have any questions or require further information.

Sincerely,



Thomas P. Frisch, P.E.  
Electrical Engineer  
[tfrisch@frischengineering.com](mailto:tfrisch@frischengineering.com)

I agree to project scope, assumptions,  
deliverables and terms and authorize  
Frisch Engineering to proceed:

X \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**FRISCH ENGINEERING, INC.**

Consulting Electrical Engineers and Programmers  
13405 Folsom Blvd., Unit 600  
Folsom, CA 95630

**dba Frisch Electric**

**Electrical Contractor**

C-10 Lic #102567

Phone: (916) 353-1025

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**PROFESSIONAL ENGINEERING SERVICES COST ESTIMATE**

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JOB TITLE: Coalinga SCADA WTP  
CLIENT: Coalinga, City of

DATE: 10/23/2018

**Design Services****Electrical Engineering Discipline**

Task	Description	Principal Engineer	Senior Engineer	Senior Designer	Junior Designer	Associate Designer	Total hours per task	cost per task
1~3	WTP Design PS&E	60	81	242	0	288	671	\$95,675.00
	Travel Expense and Per Diem							\$2,400
	Subtotal Hours	112	180	394	0	547	1233	
	Hourly rate per discipline	\$185	\$175	\$160	\$140	\$110		Subtotal Costs
	Total cost per discipline	\$20,720	\$31,500	\$63,040	\$0	\$60,170		\$98,075.00
							<b>Total Costs</b>	<b>\$98,075.00</b>

Individual tasks cost are approximate and some cost shifting between tasks may be necessary

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Waive Second Reading and Adopt Ordinance 823 regarding Fireworks  
**Meeting Date:** November 1th, 2018  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Michael Salvador, Chief of Police

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**I. RECOMMENDATION:**

Waive Second Reading and Adopt Ordinance 823 regarding Fireworks.

**II. BACKGROUND:**

This is the second reading of an ordinance presented to the Council on October 18th regulating fireworks in the City of Coalinga.

**III. DISCUSSION:**

Staff recommends approval of the ordinance which will take effect 30 days after adoption.

**IV. ALTERNATIVES:**

None

**V. FISCAL IMPACT:**

None

**ATTACHMENTS:**

File Name	Description
 Fireworks_Ordinance_final_draft.docx	Ordinance 823

ORDINANCE NO. 823

**AN ORDINANCE OF THE COALINGA CITY COUNCIL ADDING CHAPTER 8 TO  
TITLE 4 OF THE COALINGA MUNICIPAL CODE RELATED TO FIREWORKS**

The City Council of the City of Coalinga does ordain as follows:

**Section 1.** Chapter 8 of Title 4 of Coalinga Municipal Code is added to read as follows:

Title 4. Public Safety

Chapter 8. Fireworks

4-8.10 DEFINITIONS:

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

1. **DANGEROUS FIREWORKS:** Any fireworks specified as such in the state fireworks law, section 12400 et seq., of the Health And Safety Code of the state, and such other fireworks as may be determined to be dangerous by the California State Fire Marshal.
2. **SAFE AND SANE FIREWORKS:** Shall mean and include only unaltered fireworks designated by the California State Fire Marshall as "Safe and Sane", and displaying the appropriate California State Fire Marshall seal and registration number.

4-8.20 SALE OF FIREWORKS - PERMIT REQUIRED:

- A. It shall be unlawful for any person to sell or offer for sale any dangerous fireworks in the city.
- B. It shall be unlawful for any person to sell or offer for sale any safe and sane fireworks in the city without first obtaining a permit therefor.

4-8.30 APPLICATION FOR FIREWORKS PERMIT:

All applications for a permit to sell fireworks shall:

- A. Be made in writing accompanied by a permit fee which may be established and modified from time to time by resolution of the city council.

- B. Be submitted to the fire department between the first business day of February and June 15 of each year except when the June 15 falls on a Saturday or Sunday; then, the following business day shall be determined to be the last day.
- C. All application packets submitted shall include:
  - 1. A completed Fireworks Stand Application from the fire department.
  - 2. A copy of the California State Fire Marshal's Office Retail Fireworks License
  - 3. Certificate of Insurance
  - 4. Detailed fireworks stand site diagram
  - 5. Detailed fireworks storage plan diagram
  - 6. City of Coalinga Temporary Business License
  - 7. Temporary Sellers Permit from the California Franchise Tax Board
  - 8. Letter from the property owner granting permission to have fireworks stand on their property, unless fireworks stand location is on the property of the organization making application.
- D. Be accompanied by an assurance that if the permit is issued to the applicant, applicant shall, at the time of receipt of permit, deliver to the business license clerk an insurance certificate designating the city as an additional insured, and a copy of the required license from the state fire marshal.
- E. Include a statement that the applicant agrees to comply strictly with the terms of any retail permit granted and furnish any additional information upon request of the city.

#### 4-8.40 QUALIFICATIONS FOR PERMIT ISSUANCE:

The following qualifications must be met by each applicant for a permit:

- A. No permit shall be issued to any person except nonprofit associations or corporations organized primarily for civic betterment or youth activities.
- B. Each such organization must have its principal and permanent meeting place in the corporation limits of the city and must have been organized and established within the city's corporate limits for a minimum of one year continuously preceding the filing of the application for the permit.

- C. No organization shall receive more than one permit for fireworks sales during any one calendar year. One permit may be issued to two (2) or more qualifying applicants as a joint venture. The maximum number of permits which may be issued during any one calendar year shall not exceed five (5) permits. Organizations who have been allowed to have two permits previous to the adoption of this ordinance will be permitted to have two permits as long as they held two permits the previous year.
- D. If the number of applications exceed the number of permits to be issued, the permittees during the preceding year shall have priority for the available permits, provided each permittee retains the same participating organization which operated under the permit during the preceding year. Each participating organization in a joint venture shall be deemed to be a permitted with the same duties and liabilities under the permit. If there are any additional permits available, such additional permits shall be granted on a first come, first served basis.

#### 4-8.50 TEMPORARY FIREWORKS STANDS:

All retail sales of safe and sane fireworks shall be permitted only from within a temporary firework stand, and sales from any other building or structure is prohibited. Temporary fireworks stand shall be subject to the following provisions:

- A. No fireworks stand shall be located within twenty-five feet (25') of any building or within one hundred feet (100') of any gasoline pump.
- B. Fireworks stands need not comply with the provisions of the building code; provided however, that all stands shall be erected under the supervision of the building official, who shall require that all stands be constructed in a manner that will reasonably ensure the safety of attendants and customers.
- C. No stand shall have a floor area in excess of four hundred (400) square feet.
- D. Each stand in excess of twenty-four feet (24') in length must have at least two (2) exits; and each stand in excess of forty feet (40') in length must have at least three (3) exits spaced approximately equal distances apart.
- E. The fireworks stand shall be removed from the temporary location by twelve o'clock (12:00) noon on July 8, and all accompanying litter shall be cleared from said location by said time and date.

#### 4-8.60 OPERATION OF FIREWORKS STAND:

- A. Fireworks stands as authorized in this chapter may only operate during the period of noon June 28 to noon July 6 each year. The hours of operation for any fireworks stand shall be as set forth in the permit issued for such permittee organization.

- B. No entity other than the permittee organization shall operate the fireworks stand for which the permit is issued.
- C. No person other than the individuals who are members of the permittee organization, or spouses or adult children of such members, shall operate the fireworks stand or otherwise sell or participate in the sale of fireworks at such stand.
- D. No person shall be paid any consideration for operating the fireworks stand or otherwise selling or participating in the sale of fireworks at such stand. This does not limit considerations paid to the property owner to have the stand on their property, or fees paid to a licensed security company to provide security services should they be needed.

#### 4-8.70 GENERAL REQUIREMENTS FOR PERMITTEES:

- A. All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least twenty feet (20') surrounding the stand.
- B. "No Smoking" signs shall be prominently displayed on the fireworks stand.
- C. Each stand must have an adult in attendance and in charge while fireworks are stored therein. Sleeping or remaining in stand after close of business each day is forbidden.
- D. All unsold stock and accompanying litter shall be removed from the location by five o'clock (4:00) P.M. of July 6.
- E. The fire department shall establish safety rules for the operation of temporary fireworks stands.

#### 4-8.80 TEMPORARY SALES TAX PERMIT REQUIRED:

Organizations selling fireworks are required to obtain a temporary sales tax permit from the State Board of Equalization.

#### 4-8.90 DISPLAY OF LICENSES AND PERMITS:

The state license and city permit to sell fireworks and temporary sales tax permit and valid city business license shall be displayed in a prominent place in the fireworks stand.

#### 4-8.100 STATE FIREWORKS LAW:

The provisions of this chapter shall be construed so as not to conflict with the state fireworks law.

#### 4-8.110 REVOCATION OF PERMITS:

Any violation of this chapter or other city laws, or the terms and conditions of the permit, or state laws or administrative regulations, or safety rules of the fire department, shall be grounds for the

immediate revocation of any permit to sell fireworks issued under this chapter. All officers, agents, and employees of the organization receiving the permit shall be responsible for compliance with all the provisions of this chapter.

If a permit is revoked, the Fire Chief or designee shall seize, take, remove or cause to be removed and destroy, at the expense of the owner, all stocks of fireworks offered or exposed for sale, stored or held by the permittee.

#### 4-8.120 POSSESSION OR USE OF DANGEROUS FIREWORKS:

It shall be unlawful for any person to possess or use illegal or dangerous fireworks in the city as defined by the state fireworks law, section 12400 et seq., of the Health and Safety Code of the state, as amended from time to time, and such other fireworks as may be determined to be dangerous by the state fire marshal.

#### 4-8.130 APPEAL:

Whenever the city disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of this code do not apply or that the true intent and meaning of this code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the city to the Coalinga city council within thirty (30) days from the date of the decision appealed. The appeal shall be in writing and shall be filed with the city manager and shall be heard at the next regular meeting of the city council. The determination of the city council upon such appeal shall be conclusive and final.

#### 4-8-140 VIOLATION AND PENALTIES:

- A. Any person who violates any of the provisions of this chapter shall be guilty and punishable as set forth in this code.
- B. In addition, for violations of this code pertaining to the unlawful sale of dangerous or safe and sane fireworks, or for the possession, use or discharge of dangerous fireworks, all violators and responsible persons may be assessed an administrative fine of one thousand dollars (\$1,000.00) for each violation.
  1. Responsible person(s) for purposes of this section include:
    - a. The person(s) who rents, leases, or otherwise has possession of the residence or other private property;
    - b. The person(s) in immediate control of the residence or other private property; and

- c. The person(s) who organizes, supervises, sponsors, conducts, allows, controls, or controls access to the illegal discharge or illegal possession of dangerous or illegal fireworks.
2. There is no requirement that the city provide advance notice to the responsible person(s) prior to issuing an administrative citation. Responsible person(s) shall be deemed to know the law as is the common standard for code violations. Further, fireworks violations create an immediate danger to the public health, safety and welfare for which immediate correction is required. Additionally, fireworks violations are noncontinuing violations for which it is not possible or practical to provide prior notice and an opportunity to correct.
3. Upon identification of a violation of this subsection, city code enforcement officers and any law enforcement or fire department officer, may impose an administrative fine of one thousand dollars (\$1,000.00).
4. Administrative fines shall be subject to the administrative appeal and hearing procedures set forth in this code

**Section 2.** This ordinance shall take effect thirty days after its adoption.

**Section 3.** The City Clerk is authorized and directed to cause this ordinance or a summary of this ordinance to be published in a newspaper of general circulation published and circulated in the City of Coalinga, within 15 days after its adoption. If a summary of this ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the October 18<sup>th</sup>, 2018 meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall become effective 30 days after its adoption.

\* \* \* \* \*

The foregoing ordinance was introduced by the City Council of the City of Coalinga, California, at a regular meeting held on October 18, 2018 and was passed and adopted by the City Council on November 1, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

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Mayor Nathan Vosburg

ATTEST:

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City Clerk/ Deputy City Clerk

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Public Works & Utilities Monthly Report for October 2018  
**Meeting Date:** November 1, 2018  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Pete Preciado, Public Works & Utilities Director

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**I. RECOMMENDATION:**

Approve Public Works & Utilities Monthly report for October 2018.

**II. BACKGROUND:**

None

**III. DISCUSSION:**

None

**IV. ALTERNATIVES:**

None

**V. FISCAL IMPACT:**

None

**ATTACHMENTS:**

	File Name	Description
▣	Monthly_Report_Oct_2018.pdf	Monthly Report Oct 2018



## **PUBLIC WORKS AND UTILITIES DEPARTMENT MONTHLY REPORT**

**\*Note: New items and updates from last month's report are in bold print.**

### **PUBLIC WORKS**

#### **Natural Gas Distribution:**

- Gas leaks have been continued to be repaired from gas leak survey-**95%** complete
- Gas Audit has been completed
- **8 new gas service lines have been installed for Dr Horton.**
- **2 Ballards have been replace S. Coalinga St.**
- **New Gas meter for schools new Mechanic teaching building has arrived and will be installed in Early November.**
- **Met with Farwest Corrosion Control Company to discuss options how to improve are gas system. (Cathodic Protection)**

#### **Water Distribution:**

- Hydrant on 300 blk has been repaired
- Repaired water leak at 28715 Jayne
- Repaired water leak at 345 E. Pleasant
- **2 New Air relief valves have been installed on Derrick and Palmer main line and water service has been restored**
- Water flushing of distribution system completed
- 12" Water main line going to oil king booster pump has been repaired
- **308 Walnut Installed new water service line due to leak**
- **2" water meter replaced with new 2" radio read meter for 834 E. Elm**
- **3" water meter replaced with new 2" radio read meter per customer request at 644 W. Elm**
- **Water leak at 550 E Glenn has been repaired**

#### **Wastewater Collection:**

- Sewer blockage on 100 Blk of Cedar has been cleared
- Sewer blockage at 5<sup>th</sup> and Sunset has been cleared
- One pump at highway lift station has failed and has been removed and set off for repairs- **Pump has been deemed beyond economical repair and 2 new pumps have been ordered.**
- **Posa Chante lift station has been serviced and repaired.**

### Sidewalks:

- Started demo of Sidewalk at 740 E. Valley for replacement- Sidewalk and curb and gutter have been poured project 90% complete -**100% Complete**
- **129 College-Stumped grinded all trees and sidewalk poured- 80% Complete**

### Parks:

- Sandalwood Park – Replacement slide ordered. Playground area made safe until replacement slide arrives. Cost is \$3,683 with shipping and is available in the current budget. Needs a new water fountain. Cost \$4,000. New backboards for basketball courts and restriping of court. Cost \$600. Replacement slide has been delivered and will be installed early October- **Early November**

### Miscellaneous:

- Tree trimming has continued -**Removal of Dead Trees has started 10 trees have been removed already.**
- **15 new employee parking signs for Have A Heart have been installed at parking lot on 6<sup>th</sup> and Elm.**
- **Painting of Red curbs has started and will continue to replace faded areas.**
- **Graffiti on brick wall on Bordeaux way has been painted over.**
- Graffiti on brick wall on Forest St near Pacific has been painted over.
- Graffiti on Booster pump station for oil king has been painted over.
- Neighborhood watch signs have been installed around town for P.D. and new ones will be installed as locations are identified.
- Pot holes on streets and alleys have continued to be identified and are being repaired.

### Targeted efforts to enhance City image and business appeal/attraction:

1. Coalinga Archway at Phelps and 5<sup>th</sup> Street - Solomon Electric & Data Inc. is researching the needed parts to provide lighting for the archway signs.
  2. Light poles along 5<sup>th</sup> Street - Solomon Electric & Data Inc. is looking into adding electrical outlets near the top of the poles so that next time the Christmas wreath's lights will work.
- **Pot holes on streets and alleys have continued to be identified and are being repaired**

### UTILITIES

- Oil King Booster Pump Station – Pump-18 motor and pump have been repaired & installed and running great. We have a control issues with the auto-switch so I will have Solomon Electric take a look at it. **Auto switch has been repaired and P18 is running good.**
- Northwest Booster Station - When the motor and pump run it is leaking at the base plate. Waiting on new gasket. **P19 motor and pump have to be pulled. Need new base plate. West Hills Machine will be doing the work.**
- We have shut down the fluoride tank. There is .3 feet left in the tank. Robert is in contact With ACT to take the rest of the chemical out and demo tank. Still in progress
- Looking into installing a blow off at Alpine Ave for flushing purposes still in progress.
- South of Oil King Booster Sta. water leak on 10" distribution line. City crews repaired line and put back in service. **Complete**

- Calaveras reservoir had speed controls installed on the new cla-val to help reduce water hammer on the water main coming into the tank. Complete. **Also, we now have full control of the new cla – val working off the SCADA system.**
- We flushed again citywide water main distribution system. **Complete**
- Hwy 33 / 198 PRV Device was put in service for a day to see if it was working correctly. Had Water Treatment Plant Operators work 24 hr shifts to monitor Palmer Reservoir so it doesn't drain the tank. **PRV Device is now in service and working correctly. Now we have to work on the SCADA system for Palmer Reservoir low level alarm.**
- **Palmer Reservoir - Frisch Eng. worked on SCADA system for tank level and low level alarm system.**
- Oil King Reservoir – new level sensor was installed. **Complete**
- **Water Sample test site #5 & #7 were repaired.**

## **PUBLIC UTILITIES COORDINATOR**

- **56 completed backflow inspections.**
- **14 Inspections left on “Round 1”. I am working with all of them closely.**
- **6 Inspections received a deferred deadline due to “Return to Sender” (i.e. wrong address).**
- **3/30 New installations of RP devices.**
  - **These have tapered due dates, but approximately 50% of them have contacted me and**
  - **are actively working on resolution.**
- **100% (19 units) of City owned backflow devices have been tested and repaired.**
- **11 New backflow devices have been slated to be installed. 5 of these have been deemed to be in sensitive locations and cages have been procured for them. These will all be going at various City Owned properties. All parts have been received as of 10/22/18.**
- **5 hydrant meter RPZ units have been received. One is currently in use.**
- **Vendor relationships have been established for backflow purchases, test kit calibration, pipe fittings, and hydrant meters.**
- **Auto-generate notifications based on various parameters set through a database.**
- **All backflow information imported into appropriate Excel data sheet. This will be upgraded in the future.**
- **Database has been normalized and SQL backend is 100% complete.**
- **Database frontend will be MS Access, and entry format is 25% complete. This must be coded through VBA and is time intensive.**
- **Website information is presently 90% complete and will be finished by Thursday. Presently working with Sean, Eric, Kristi, and Anthony to organize documents.**

## **WATER TREATMENT PLANT (WTP)**

Pump P12 working on getting quotes to install Variable Frequency drive on the motor. Still in progress and waiting on contractors to get back to us.

Alum sludge piles testing report by BSK is back. Matt from Cal Water Services is looking into pricing to haul off alum sludge piles. **Matt found us a company out of Chowchilla to haul off**

**the Alum Sludge Piles (\$96. Ton, Haul off 250 tons a day) we currently have about 4,000 tons of sludge to be removed.**

Filter inspections have been started on the filter beds and are still in progress (One a Month). **October filter inspection has been done on filter bed 2.**

Preventive Maintenance – Working on quotes for electrical panels, motor controls, control cabinets and transformers. Project was approved by Council and contractor given notice to proceed. **Solomon Electric was awarded the contract for the preventive maintenance project. Contractor started work on October 1.**

Working on quotes for painting all outside exterior structure Doors, Trim and Iron Gates and the pump house interior walls, ceiling, motors, pumps and electrical panels. **Still in progress and waiting on vendors to get back to us.**

Working on quotes for card lock system for rolling gates, control room, shop, carbon room and rapid mix room. **Still in progress and waiting on vendors to get back to us.**

BC Labs Company will take over doing our outside lab water sampling testing starting September 4, 2018. **Complete**

**Solomon Electric installed new led lights on the Hypo Building and the electrical room.**

Building Front Lighting Project started. Solomon Electric is doing the project. Lighting looks great. **Completed**

Evans Heating & Air came out to look at getting the Ammonia Chiller unit working again. This unit has been down for a very long time. They also looked at the existing AC unit on top of the Hypo room for replacement quote. Waiting on controller to come in and quote for new AC Unit. **Install new Ammonia Chiller controller. Chiller working great, now waiting on new AC Unit.**

September 5, 2018 Water Plant will be shut down for Westland Canal Maintenance. Canal Maintenance and shut down went great. **Completed**

Raw water ¾" line has finally been found and is working great. It was plugged up. Crew is starting to backfill and pave back trench. **Complete**

Bogie's Pump Company will be out to service the three pumps on the walking bridge on Basin 3. **Bogie's Pump came out to service the three pumps on the travel bridge on basin 3. All three pumps are non-serviceable. All three pumps are 26 years old. We had to order three new pumps under emergency action. Just in case we loss another water treatment basin.**

**Basin 3 was taken out of service for annual maintenance.**

**Basin 3 Sludge Pump was removed and taken to SCI Inc. for repair.**

**Champi Fence came out to give quote for new fence and repair fence at both Wastewater and Water Treatment plants.**

**Hypo tank leak fixed and repaired.**

## WASTEWATER TREATMENT PLANT (WWTP)

The overall status of the plant is looking a lot better now. The new head works bar screen has been completed and working great. Duperon is schedule for September 20, 2018 to come out and do the final start up on the equipment.

### Drying beds:

The wet well that collects the liquid from the drying beds should have two submersible pumps but one is missing. This back up pump has been missing for as long as any of the operators can recall. Replacing the missing pump will be added to next year's budget. The one pump that has been running for years has finally failed. We replace it with a new Flygt pump and we have a second one on order for back up. Second pump is three weeks out. **Still waiting on pump to come in.**

### Other items at Wastewater Plant:

- Primary effluent pump installed and operating normally. Second effluent pump has been removed and sent to the shop for repair. Council approved repair work quote and contractor has been given notice to proceed with work. **Pump is being repaired at this time.**
- Wastewater and Public work crews have been doing weed abatement cleaning at Derrick Reservoir, Palmer Reservoir, Calaveras Reservoir, Oil King Booster Sta. and Northwest Booster Sta. Completed
- City crew working on getting pond 3 & 4 cleaned by spraying and burning the weeds, cattails and small trees. **Ponds 3 & 4 starting to look good, but still have spraying and burning to do.**
- Clarifier Basin has been drained and cleaned. Completed. **Basin is on hold right now.**
- **Scum pile is being removed to the landfill.**
- **Al is working on getting quotes for new surge tanks and equipment for Northwest & Oil King Booster Station.**
- **Jeff Brooks with 4 B's Spraying is getting ready to level out the radio field for proper drainage.**
- **Quarterly sample from sample site #6 from sample source to wastewater were taken.**

## CITY ENGINEER

### Project Status Update as of July 24, 2018:

1. Cambridge Signalization
  - a. Plans resubmitted to Caltrans. A design exception was also submitted to Caltrans to allow for narrower shoulders and lane widths like Cherry Lane currently has. Working with Caltrans to get plans approved as soon as possible. Obtaining the Encroachment Permit is taking longer than normal due to the design exception. Have been in continuous contact with the Encroachment Permit Engineer to check status and have been informed it takes a while due to Headquarters needing to approve the exception. Will continue pushing Caltrans to get project approved.
  - b. Once plans have been approved by Caltrans process for right of way dedication will begin.
  - c. Project Funding for construction was reprogrammed by Fresno Council of Governments into FY 18/19.
  - d. Construction pushed to fall/winter 2018 due to additional requests by Caltrans.

2. Rule 20A Undergrounding
  - a. City Engineer working with PG&E to underground overhead utilities on Elm Avenue from Cambridge Avenue to just south of Cherry Lane.
  - b. Project moving along slowly and is still years away from construction.
3. Phelps Ave Improvements
  - a. Project construction pushed to spring 2019 by request of WHCC District to prevent construction conflicts with on-site construction of administration building.
4. ATP Cycle 2 – Sidewalk Gap Closure Construction
  - a. City awarded ATP Cycle 2 regional grant.
  - b. Request for construction funding was approved by the CTC.
  - c. Plans submitted to Caltrans for Encroachment Permit. Once Caltrans issues an Encroachment permit the project will go out to bid.
  - d. Construction anticipated in fall of 2018.
5. ATP 2017 Cycle 3
  - a. City was awarded additional funds for the project for a total grant amount of \$1,284,000 and a local match of \$175,000.
  - b. Design anticipated in the fall of 2018 based on grant scheduling.
  - c. Request for engineering design funding was approved by the CTC.
  - d. Topographic survey is scheduled to begin soon for the project.
  - e. Meetings will be scheduled with the School District to discuss proposed improvements on California and Baker.
6. RSTP - Forest/Truman from 1<sup>st</sup> to Elm
  - a. City was awarded additional funds for the project for a total grant amount of \$1,400,000 and a local match of \$125,000.
  - b. Topographic survey of roadway has been completed and design of project is underway.
  - c. Request for construction funding was submitted to Caltrans on July 20, 2018.
  - d. Anticipate construction in winter of 2018.
7. CMAQ - Paving of Various Alleys Ph. 3
  - a. City awarded CMAQ grant for project.
  - b. Request for engineering design funding was approved by Caltrans.
  - c. Topographic survey is scheduled to begin next month once the alleys have been cleared of debris by the Public Works Department. Topographic survey is scheduled to begin early September since the alleys have now been cleared of debris by the Public Works Department.
  - d. Design will begin once topographic survey is complete and construction is anticipated in 2019.
8. 2017 Pavement Maintenance Project
  - a. Project awarded to VSS International, Inc.
  - b. Project Complete.
9. Water Treatment Plant Permanent TTHM Reduction Project
  - a. Design of permanent facilities in progress.

- b. Anticipate construction in Summer/Fall 2018.
- 10. WWTP Concrete Yard Boxes and Ponds Rehabilitation Project
  - a. City Engineer to start project design to repair/replace concrete yard boxes and rehabilitate ponds erosion condition.
- 11. City Standard Updates
  - a. City Engineer has been directed to begin updated the City Standards to comply with recent standards. The city standards were last updated in 2006.

Respectfully Submitted

Pete Preciado, PE  
Public Works and Utilities Director

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Fire Department Report – August 2018  
**Meeting Date:** November 1, 2018  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Dwayne Gabriel, Fire Chief

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**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**STATISTICS FOR AUGUST**

Fires		Total 6
Structure	1	
Vehicle	1	
Vegetation	4	
Rubbish	0	
Other	0	
Emergency Medical Service		Total 140
EMS Incidents		140
Medical Assist	0	
Standby	0	
Hazardous Condition		Total 3
Service Calls		Total 4
Good Intent		Total 7
Cancelled Calls	7	
Controlled Burning	0	
Wrong Location/No Emergency	0	
False Alarms		Total 3
Total Responses		163

**INCIDENTS**

No significant activity this month.

## **EVENTS**

No events this month.

## **STAFFING**

We have had three Firefighter Paramedics resign since August. This brings our staffing to 11, where our minimum staffing is 18. We are currently unable to staff a second ambulance. We have one firefighter paramedic in process, and if everything goes smoothly, will be starting after Thanksgiving. We have one Firefighter EMT in process, and are hoping to have in place by mid- Decemeber. Another Firefighter Paramedic is just starting the process, and may be online by the end of January. The current open recruitment for Firefighter Paramedic has been open for just over three weeks, and no applications have been received.

## **AUTOMATIC AID**

There were 2 automatic aid responses to assist CalFire this month for a total commit time of 2 hours 01 minutes.

## **COMMITTED STANDBY**

Patrol staffed with a paramedic stood by for West Hills College football game on August 31st. Ambulance did non-committed stand-bys for three high school football games.

## **PREVENTION**

The Prevention activities for this month include:

Conducted 7 business fire inspections.

## **IV. ALTERNATIVES:**

## **V. FISCAL IMPACT:**

### **ATTACHMENTS:**

File Name

Description

No Attachments Available

# **STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY**

**Subject:** Council Direction Regarding One Future Vacancy in the Planning Commission  
**Meeting Date:** November 1, 2018  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Sean Brewer, Community Development Director

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## **I. RECOMMENDATION:**

Staff is seeking the Council direction related to filling a future vacant Planning Commission seat on January 13, 2019.

## **II. BACKGROUND:**

Commissioner Gonzales's term as Planning Commissioner is set to end on January 13, 2019. Commissioner Gonzales has advised staff that he is not interested in seeking reappointment by the Council.

In accordance with Section 2-3.102, members of the Planning Commission shall be appointed by the Council. Any vacancy occurring on the Planning Commission by reason of death, resignation, removal or disqualification shall promptly be filled by the Council for the unexpired term of such member.

## **III. DISCUSSION:**

Staff is seeking direction from the Council as to how they would like to fill the upcoming vacancy in the Planning Commission. In this situation the Council has two options when appointing an existing or new member to the Commission:

1. Any member of the Council can make a motion nominating a member of the public to the commission and vote accordingly; or
2. If members of the Council do not have an immediate recommendation to directly appoint they can direct the City Clerk to advertise for the Planning Commissioner position and staff will then bring back the list of applicants for consideration at a future meeting.

If Council chooses to advertise the open position, Staff plans to will reach out to previous applicants to see if they are interested in being appointed.

## **IV. ALTERNATIVES:**

Alternatives were identified in the discussion section of this report above. There is no alternative of "no action" for this item.

## V. FISCAL IMPACT:

None

### ATTACHMENTS:

File Name

Description

No Attachments Available

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Discussion, Direction and Potential Action regarding the Proposal from Civic, LLC, a Software Solution to Connect the Community  
**Meeting Date:** November 1, 2018  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Marissa Trejo, City Manager

---

**I. RECOMMENDATION:**

There is no staff recommendation. This was requested as a Future Agenda Item by Mayor Pro-Tem Stolz and Mayor Vosburg.

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

One-time setup fee of \$1,395 plus an annual fee of \$2,992. This cost is not budgeted and would be split between the General Fund and the Enterprise funds.

**ATTACHMENTS:**

	File Name	Description
📎	PROPOSAL_Civic__LLC.pdf	My Civic Proposal



# Proposal for the City of Coalinga, CA

Written by Stacy Cobbs at Civic LLC

# Introduction

## Software Solutions to Connect Your Community

**We make technology and communication simple**

**We tailor your city's app based on your unique needs and branding, and implement quickly, in a pain-free, fully supported development and integration process in which we are partners in achieving the same goal - a more connected community that runs efficiently.**

We understand that the unknowns may make the process seem daunting, but we are here to simplify it and to help you learn everything you need to know, providing ongoing support whenever you need us.

*The city of Coalinga, CA has expressed to us a need for a improved workflows and better communication between staff members as well as a desire for increased citizen engagement.*

### **Proposed Solution**

*We have suggested implementing our comprehensive Work Management system with Staff App as well as deploying our custom branded citizen-facing mobile app and notifications system.*

**MyCivic has the solution you need to get you where you want to go.**

# Your City App

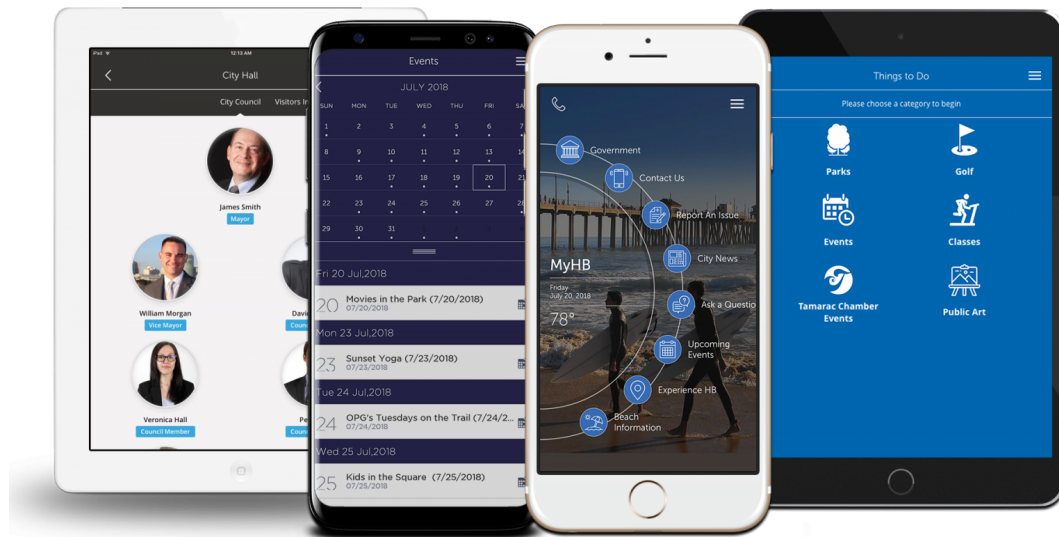
## Your MyCity Custom Mobile App

### PROJECT SCOPE

This is a basic overview to communicate our understanding of the fundamental needs of this project. We propose to develop a mobile app that will work on iPhones, iPads, Android phones and tablets, operated from a simple web based Content Management System (CMS)

**The App will include the following features and functions at launch:**

- Custom appearance
- People & Information module(s)
- Places & Classes module(s)
- City news; RSS feeds, Facebook, Instagram, Twitter, YouTube and photo albums
- Calendar feeds
- Push notification with geo targeting
- Incident reporting In-app & web plugin
- Citizen facing MyReports
- Interactive maps
- Business Directory In-app & web plugin
- Claim Business portal
- Opinions citizen feedback module
- HTML URL pages (Online bill payment, email sign-up, forms in webpages)
- Content Management System allowing dynamic content additions, changes & updates



# Work Management

## Work Management 311 System

### PROJECT SCOPE

We propose to implement a Work Management System that will be controlled from our web based Citizen Relationship Management (CRM), as well as accessible from our Staff App available on iPhones, iPads, Android devices.

**The Work Management System will include the following features:**

- CRM (Customer Relationship Management)
- Staff App
- Custom Workflows
- Real-Time Updating
- Custom Analytics & Reports
- 3rd Party Integration
- Web plugins
- Facebook plugins
- Whole city mobile app



# The Process

## The **Process**

So, you've seen our demonstration of what is possible and what is available to you. You've made the **smart** decision to move **forward**. The total time of getting your app from proposal to the **App Store** is approximately 30-45 days. The process is outlined below.

### FIRST LOOK

Within one week you will receive access to what we call the "**First Look**" app, with your city's information and branding already in place. This is a **test app** containing all of the features that we offer, developed and polished over the years as we've learned best practices through our experience and our client's feedback. You can go through the app, see how it functions, decide what you like, and make note of any changes that you want made.

### KICK-OFF MEETING

After having access to the First Look app and having the chance to test it out, we will have a **kick-off** meeting with our team and yours. This is where you give us **feedback** from using the test app, have any and all questions answered, and we lay out a **project roadmap** to move forward. We also ask that you submit your application to Apple for your **developer account** as soon as possible. We never want their approval process to be a reason for a delay of your launch! And don't worry, we will tell you exactly how to get your account set up.

## WEEKLY CALL

During this testing and building process, you will have a **weekly meeting** between our team and yours. This is the time that you can address any concerns or issues that have come up during development, and provide us with your feedback and **requests**.

## DAILY EMAIL

You will also receive a **daily email** from your project manager, **updating you** on what progress has been made in the last 24 hours, list out what is still outstanding from our side, as well as what we may be waiting on your team to deliver. Of course, you can respond to these emails with any questions or requests and we will attend to them immediately.

## GO LIVE MARKETING

As we near the project completion and the go live date, we will address a **marketing strategy** with you. We will inform you of learned best practices, what has been effective for other cities and how to stretch your marketing dollars in the most efficient way possible. For example, you may choose to use the power of social media in the last weeks before launch to **build awareness and anticipation**, posting every couple of days about one of the features or benefits of using the app.

## LAUNCH

Once everything is **complete** and you have given the okay to **launch**, we will submit your app to the app stores. It is usually a few hours to a day or two before they are actually **live**. We will receive notifications once the app is **available for download**.

## ONGOING SUPPORT

Our relationship doesn't end here. We actually think of this as just the

beginning. As well as the maintenance and service of the software, we are here for you moving forward, to address any issues that come up or any questions you ever have. You can always reach out to your project manager via phone or email, connect with us via our live chat through our website, call our main business line at 714)786-6264 or email us at [info@mycivicapps.com](mailto:info@mycivicapps.com).

**You did it! You're official! On your way to improved productivity and higher citizen engagement!**

# References

## Our References

### References:

#### **City of Aliso Viejo, CA**

David Doyle

City Manager

P: 949-425-2512

E: [doyle@cityofaliso Viejo.com](mailto:doyle@cityofaliso Viejo.com)

#### **City of Tyler, TX**

Benny Yazdanpanahi

Chief Information Officer

P: (903) 531-1122

E: [byazdanpanahi@tylertexas.com](mailto:byazdanpanahi@tylertexas.com)

#### **City of Compton, CA**

Van Wilson

Director General Services Department

E: [vwilson@comptoncity.org](mailto:vwilson@comptoncity.org)

#### **Town of Ajax, BC**

Matthew Norton

Office of the CAO

P: 905-619-2529, ext. 3375

E: [matthew.norton@ajax.ca](mailto:matthew.norton@ajax.ca)

#### **City of Huntington Beach, CA**

Nicole Arms

Senior Information Technology Analyst

P: 714-374-5366

E: [nicole.arms@surfcity-hb.org](mailto:nicole.arms@surfcity-hb.org)



This is what Matthew Norton, of The Town of Ajax, Ontario, Canada had to say:

*"MyCivic not only offers a very affordable & quality app, regular updates, & additional features at no additional cost, they also give excellent customer service. If you haven't had a demo with them & are looking for a mobile reporting or municipal app, get in touch with them today!"*

Matthew is the Digital Media Specialist in the Office of the CAO.

## Your Pricing

000 SETUP <b>Mobile App</b> Project Management; Work Management System w/ Staff App for field workers; Professional Services; Basic Integrations; Quality Assurance and Remote Training	\$1,395
001 ANNUAL MAINTENANCE Hosting, Maintenance & Updates	\$2,992 /year

**One-off Total** \$1,395

**Annual Total** \$2,992/year

100% due for Year One 30 days after the project goes live. Subsequent years will be billed on the anniversary date of the first yearly invoice.

HOW MUCH IS **NOT** TAKING ADVANTAGE OF  
BENEFICIAL TECHNOLOGY ALREADY COSTING  
YOU?

# Our Guarantee

## Our **Guarantee**

HERE IS OUR PROMISE TO YOU:

### **THE 10 COMMITMENTS**

1. Committed to putting people & product over profit
2. Committed to customer service
  - a. Solutions Consultant
  - b. Client Success Coordinator
  - c. Live Chat
  - d. Accessible CEO
3. Committed to fair pricing
4. Committed to listening to our client's needs and desires
5. Committed to taking responsibility for our mistakes
6. Committed to fixing our mistakes and bugs promptly
7. Committed to innovation
8. Committed to educating our clients & sharing best practices
9. Committed to security
10. Committed to our team

## We're committed to you

We want you to be happy. We want you to have the software you imagined, in a timely manner. We will do everything in our power to exceed your expectations, and if you're not happy, we will always make it right.



# Let's Get Started!

## Let's **Get Started**

Don't delay any longer, we **can** help and we **want** to help! From start to finish and beyond.

### WHAT'S NEXT?

- 1 |** Sign below by typing your name and hitting 'Sign Proposal'
- 2 |** We'll contact you to schedule the kick-off meeting and let you know when you can expect access to the First Look test app.
- 3 |** We'll send you our insurance certificates with your city as named insured, our W-9 and the Set-up and Development invoice.

## **We're ready to go, are you?**

# Terms & Conditions

## Terms & Conditions

**THIS AGREEMENT FOR MOBILE PHONE APP DEVELOPMENT AND SUPPORT SERVICES (hereinafter "Agreement") is made and entered into by and between CIVIC, LLC (hereinafter "CIVIC"), a California corporation, and the City of Coalinga, CA (hereinafter "CLIENT").**

### **RECITALS**

CLIENT desires to engage CIVIC to provide a mobile phone and iPad-friendly Application (App) that is specifically designed to provide its users with a marketing and client-engagement tool. In addition, CLIENT desires to engage CIVIC to provide ongoing customer support services to CLIENT during its use of the App.

### **CONDITION PRECEDENT**

CLIENT acknowledges that CIVIC's ability to perform under this Agreement is dependent upon CLIENT providing pertinent documents, information and staff support. CIVIC will obtain as much of this data (on its own) as is possible and available, however, CLIENT may need to provide missing information such as CLIENT contacts, RSS feeds, video PSAs and other data which only CLIENT can provide. CLIENT shall provide all such information to the best of its ability, in a timely manner, once this Agreement is executed. Failure to provide such information in a timely manner will delay the development of the App, including its launch onto the iTunes App Store and Google Play Store for Android.

### **APP FEATURES**

CIVIC represents that the App shall include the following features:

Custom Appearance

People & Information Module

Places & Classes Module

City News; RSS Feeds, Facebook, Instagram, Twitter, Youtube and photo albums

Calendar Feeds

Push Notification with Geo Targeting

Incident Reporting In-App & Web Plugin

Citizen facing MyReports

Incident Reporting Analytics

Interactive Maps

Business Directory In-App & Web Plugin

Claim Business Portal Opinions

Opinions Citizen Feedback Module

HTML URL Pages (Online Bill Payment, Email Sign-Up, Forms in Web Pages)

Content Management System Allowing Dynamic Content Additions, Changes & Updates

Staff App

## **SUPPORT SERVICES**

CIVIC will provide ongoing support services including e-mail-based technical support, feature upgrades and enhancements, system and Application functionality enhancements, and automatic updates.

## **FEES**

(a) Set-up Fee. CLIENT shall pay CIVIC the one-time set-up fee of \$1,395.00 for development and registration of the CLIENT App, to be paid 100% upon the signing of the proposal, and thereby, this agreement.

(b) Support Fees. CLIENT shall pay CIVIC an annual support fee of \$2,992.00 per year (the "Support Service Fee") due 30 days after the mobile app becomes available for download in the app stores. Please make all checks payable to CIVIC.

## **CONTENT MANAGEMENT SYSTEM (CMS)**

Included in the support fee, CLIENT will have access to a secure back-end server. Through this server, CIVIC will provide CLIENT with a service that will allow CLIENT to modify, update and manage its App (the "Service"). CIVIC reserves the right to update and change the Service from time to time without notice. Continued use of the Service shall constitute CLIENT's consent to such changes. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the terms of this Agreement.

## **TERM OF AGREEMENT**

The term of this Agreement shall be on an annual basis. If CIVIC desires to terminate this Agreement, then CIVIC shall provide CLIENT with written notice of such desire to terminate this Agreement at least 60 days prior to termination. Either party may cancel this Agreement immediately for cause, if the other party is not performing its obligations under this Agreement. After one year of service if CLIENT desires to terminate this Agreement for any reason, then CLIENT shall provide CIVIC with written notice of such desire to terminate this Agreement at least 60 days prior to termination.

## **INTELLECTUAL PROPERTY RIGHTS**

(a) CLIENT shall retain all intellectual property rights (App content) and all other ownership rights of all content found on the App and any other information provided by CLIENT to CIVIC for the development and/or support of the App. In addition, although CIVIC is the creator of the App, CIVIC agrees that CLIENT holds, on a non-exclusive basis, all intellectual property rights (App content) in the App developed on its behalf. However, by entering into this Agreement, CLIENT is agreeing to allow its members to download and use the App. There is no limit to the number of downloads of the App.

(b) CIVIC shall retain all intellectual property rights (code) and all other ownership rights concerning the unique methods for the App, as used by CLIENT, and the Service. The look and feel of the Service is copyrighted by CIVIC and shall remain the exclusive intellectual property of CIVIC, with all direct and residual rights reserved thereto. CLIENT shall not duplicate, copy, modify, adapt, alter, translate, decompile, disassemble, reverse engineer, reuse or otherwise attempt to derive source codes (or the underlying ideas, algorithms, structure or organization) as to any portion of the HTML/CSS or

visual design elements without express written permission from CIVIC.

#### **DISCLAIMER OF WARRANTIES, LIABILITY LIMITATIONS AND INDEMNITY**

(a) CIVIC shall be responsible for system back-up. CIVIC will provide a double-backup system with 2 dedicated servers and Data Center backup.

CIVIC will use high-speed, solid-state-drive servers with no moving parts, capable of processing 6 GB of data per second. The servers will be stand-alone servers, with no piggy-backing and no server-sharing.

(b) CIVIC will maintain access to the Service or the App and provide Service in an uninterrupted and error-free manner.

(c) Except for intentional or grossly negligent acts, in no case shall CIVIC, its directors, officers, employees, affiliates, agents, contractors, principals, owners or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from CLIENT's use of the Service, or an end user's use of the App, or any other claim related in any way to use of the App by an end-user (i.e., any individual or entity), including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content (or product) posted, transmitted, or otherwise made available via the service or App, even if advised of their possibility.

(d) CIVIC shall use such reasonable efforts (as CIVIC uses to protect its own confidential information) to protect the confidentiality of information submitted by CLIENT in connection with the Service and the development of the App.

(e) To the extent the funds are subsequently available and are properly Appropriated and certified for that purpose, CLIENT hereby agrees to hold harmless and to indemnify CIVIC, its directors, officers, employees, affiliates, agents, contractors, principals, owners and licensors harmless with respect to any claims arising out of CLIENT's breach of this Agreement, CLIENT's use of the App, any end-user's use of the App or any action taken by CIVIC as part of its investigation of a suspected violation of this agreement.

(f) For purposes of this Section 9, the term "END-USER" means any individual or entity that uses the App.

#### **NOTICES**

All notices under this Agreement must be in writing. Written notice shall be delivered by personal service or sent by registered requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Any facsimile notice must be followed within three (3) days by written notice. Rejection or other refusal to accept or the inability to deliver because of changed address or the inability to deliver because of changed address or which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. All notices shall be effective when first received at the following address:

CIVIC, LLC.

1198 Pacific Coast Highway Suite 205

Seal Beach, CA 90740

#### **GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by, and construed in accordance with the laws of the State of California. CIVIC agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in Orange County, California. In the event of a dispute, the attorney's fees of the prevailing party will be paid by the opposing party.

#### **VALIDITY**

If any provision of this Agreement or the Application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the Application of such provision to other persons or circumstances shall not be affected thereby.

#### **WAIVER**

No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and

remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signing of the proposal.**



**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Discussion regarding General Fund Services Provided by Comparable Cities  
**Meeting Date:** Thursday, November 1, 2018  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Marissa Trejo, City Manager

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**I. RECOMMENDATION:**

There is no staff recommendation. Mayor Vosburg requested a future agenda item asking staff to look for information on Cities of similar size in the area and compare Coalinga's budget and services to those Cities.

**II. BACKGROUND:**

Information will be provided during the meeting.

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

File Name	Description
No Attachments Available	