



SPECIAL CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

**December 5, 2024
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 Planning Commission will hold a Special Meeting, on December 5, 2024 in the City Council Chambers, 155 West Durian Avenue, Coalinga, CA. Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. Anyone interested in translation services should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. The Special 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 (NONE)

3. CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on any item within the jurisdiction of the Council. 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.

Citizen Comments submitted in writing to the City Clerk by 5:00pm on the day of the City Council meeting shall be distributed to the City Council and included in the record,

however they will not be read.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

1. Authorize Execution of a Task Order with the City Engineer for Preliminary Design and Construction Engineering for Carbon Reduction Grant Program
2. Council Consideration and Approval of a Budget Authorization Request for Change Orders regarding design changes requested by the City for the Sewer Collection System Improvement Project on Cherry & Grant Street.

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS (NONE)

7. ANNOUNCEMENTS

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

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION

1. Conference with Real Property Negotiations (§54956.8), Property: Water Rights Agency; Negotiators: Interim City Manager Sean Brewer, City Attorney Mario Zamora, and Dan Bergmann; Negotiating Parties: West Stanislaus Irrigation District, Gladstone Farms, and Pleasant Valley Water Conveyance Partners

10. CLOSED SESSION REPORT

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.

11. ADJOURNMENT

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

Subject: Authorize Execution of a Task Order with the City Engineer for Preliminary Design and Construction Engineering for Carbon Reduction Grant Program

Meeting Date: Thursday, December 5, 2024

From: Sean Brewer, Interim City Manager

Prepared by: Sean Brewer, Interim City Manager

I. RECOMMENDATION:

The Interim City Manager recommends authorizing the execution of a task order with the City Engineer for preliminary design and construction engineering for the Carbon Reduction Grant Program authorizing a budget allocation of \$691,245 to undertake the above project.

II. BACKGROUND:

On September 7, 2023, authorization to proceed with the Carbon Reduction Program was approved. Grant funding provides an important revenue stream to help offset costs of transportation needs in the City. STBG, CMAQ and the Carbon Reduction grants require the city to provide matching funds in the minimum amount of 11.47% of the total project costs. Matching funds will be provided by the City from the various street fund revenues. Tri-City Engineering and the City's Grant writing team (Blais and Associates) developed the grant applications, project cost estimates and construction schedule in anticipation of the September/October application deadlines.

III. DISCUSSION:

Staff, in working with the City Engineer, developed a scope of work and cost estimate which includes design engineering and final working drawings of HPS to LED upgrades of traffic light signal module, countdown pedestrian signal luminaire, roadway street light luminaire, push buttons at the Forest/Polk St intersection. New solar lights along bike/ped Trail 3 and 4 between Warthan creek and the developments, running NE to SW, from E Walnut Ave to S 1st St; Trail 9 behind Coalinga Pacific Apartments, running from NE to SW, from Forest St to Lucille Ave and Elm Ave/SR-198; Trail 10 between Lucille Ave and field, running E to W, along Lucille Ave, from Elm Ave/SR-198 to S Monterey Ave; Trail 11 between S Monterey St and field, running S to N, along S Monterey Ave, from Lucille Ave to W Polk St; and Trail 12 between N Monterey Ave and field, running S to N, along N Monterey Ave, from W Polk St to Cambridge Ave.

IV. ALTERNATIVES:

None

V. FISCAL IMPACT:

The total estimated costs for this project will be derived from the Carbon Reduction Grant of \$552,996, and Measure C will provide \$138,249 for an estimated authorization of \$691,245.

There will be no impact to the General Fund.

ATTACHMENTS:

File Name	Description
📎 3068_CRP_Work_Order_Construction_Engineering.pdf	Construction Engineering WO
📎 3068_CRP_Work_Order_Design_Engineering.pdf	Design Engineering WO

**PROFESSIONAL SERVICES WORK ORDER
CONSTRUCTION ENGINEERING
COALINGA STREETLIGHT AND TRAFFIC SIGNAL UPGRADES FOR ENERGY
EFFICIENCY**

This agreement entered into the 5th day of December, 2024 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: Coalinga Streetlight/Traffic Signal Upgrades. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

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

- Construction Coordination; Coordinate administrative, inspection, quality assurance, materials testing activities HPS to LED upgrades of traffic light signal module, countdown pedestrian signal luminaire, roadway street light luminaire, push buttons at the Forest/Polk St intersection. New solar lights along bike/ped Trail 3 and 4 between Warthan creek and the developments, running NE to SW, from E Walnut Ave to S 1st St; Trail 9 behind Coalinga Pacific Apartments, running from NE to SW, from Forest St to Lucille Ave and Elm Ave/SR-198; Trail 10 between Lucille Ave and field, running E to W, along Lucille Ave, from Elm Ave/SR-198 to S Monterey Ave; Trail 11 between S Monterey St and field, running S to N, along S Monterey Ave, from Lucille Ave to W Polk St; and Trail 12 between N Monterey Ave and field, running S to N, along N Monterey Ave, from W Polk St to Cambridge Ave. Coordinate Contractors pre-construction meeting, project site meetings, punch list, project closeout activities, Staff Report to Council authorizing Notice of Completion/Project Acceptance filing. Coordinate Response to Contractors Request for Information, Construction Clarifications and Project Inspectors Request for Information, Supervise Contractor Construction Site Meetings.
- Product Submittals; review contractor product submittals for compliance with the Project Plans and Specifications.
- Labor Compliance: Perform labor compliance task, including verifying Certified Payrolls, Subcontractor Utilization and Labor Interviews.
- Progress Reports: Review daily progress reports addressing progress of the work, the project schedule to include City Public Works Inspectors provided daily photographs documenting the progress of the work.
- Contract Change Orders: Prepare Change Orders in compliance with the plans and specifications for City of Coalinga approval.
- Progress Payments: Review contractor's initial schedule of values. Reconcile and document Items of work in compliance with the plans and specifications; Review monthly progress payments for compliance with State funding and City of Coalinga funding procedures for City approval.

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:

\$58,000.00

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.

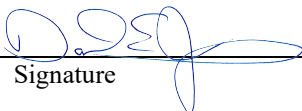
Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

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, Back charges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

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

**PROFESSIONAL SERVICES WORK ORDER
DESIGN ENGINEERING
COALINGA STREETLIGHT AND TRAFFIC SIGNAL UPGRADES FOR ENERGY
EFFICIENCY**

This agreement entered into the 5 day of December, 2024 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: Coalinga Streetlight/Traffic Signal Upgrades. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

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

- Develop preliminary spacing analysis and identify locations of planned Street Lighting infrastructure along trails alignment for review by City Staff; including design issues and preliminary costs to conform to budget.
- Prepare 1 set of LED Street Lighting Improvement Plans; includes design engineering and final working drawings of HPS to LED upgrades of traffic light signal module, countdown pedestrian signal luminaire, roadway street light luminaire, push buttons at the Forest/Polk St intersection. New solar lights along bike/ped Trail 3 and 4 between Warthan creek and the developments, running NE to SW, from E Walnut Ave to S 1st St; Trail 9 behind Coalinga Pacific Apartments, running from NE to SW, from Forest St to Lucille Ave and Elm Ave/SR-198; Trail 10 between Lucille Ave and field, running E to W, along Lucille Ave, from Elm Ave/SR-198 to S Monterey Ave; Trail 11 between S Monterey St and field, running S to N, along S Monterey Ave, from Lucille Ave to W Polk St; and Trail 12 between N Monterey Ave and field, running S to N, along N Monterey Ave, from W Polk St to Cambridge Ave.
- State Water Resources Control Board General Permit; includes preparation of NPDES General Permit (NOI), Rainfall Erosivity Waiver, Contractor Compliance.
- Prepare Bidding Documents and Final Engineers Cost Estimate for the New Coalinga Streetlight and Traffic Signal Upgrades for Energy Efficiency LED Street Lighting Improvement and Release for Bidding; includes specifications, addendums, public advertising of project.
- Provide Project Management during bidding process including “Request for Information” through advertisement period. Supervise Contractor Bid opening and develop Contractor bids spread sheet summary for City Manager review. Prepare draft staff report for City Council Public Hearing and assist City Manager with award of bid.

II. 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:

\$75,700.00

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

Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

Set-offs, Back charges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant:	By 	Client:	By _____
	Signature		Signature
Name:	<u>Daniel E. Jauregui</u>	Name:	<u>Sean Brewer</u>
	For: Tri City Engineering		For: City of Coalinga
Title:	<u>President</u>	Title:	<u>Interim 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 Consideration and Approval of a Budget Authorization Request for Change Orders regarding design changes requested by the City for the Sewer Collection System Improvement Project on Cherry & Grant Street.

Meeting Date: Thursday, December 5, 2024

From: Sean Brewer, Interim City Manager

Prepared by: Sean Brewer, Interim City Manager

I. RECOMMENDATION:

Staff recommends that the City Council approve a budget allocation not to exceed \$123,906.70 from the Sewer Collection Fund and permit the Interim City Manager to execute the change order proposal request for the Grant/Cherry Sewer Collection System Improvement Project.

II. BACKGROUND:

The City of Coalinga has requested several change order proposals from Mid Cal Pipeline & Utilities for two new sewer service laterals, time and materials of delay, and redesign changes to relocate the new sewer main over the existing sewer main and replace the existing valley gutter.

Engaging the existing contractor (Mid Cal Pipeline), currently working on the Sewer Collection System Improvement Project with experience and familiarity with our infrastructure will allow us to complete these repairs efficiently and cost-effectively, without the need for a separate bidding process. This approach ensures timely and effective improvements to our roadways and will allow the continuation of construction for this project.

III. DISCUSSION:

The City requested additional scope of work to be conducted by the Contractor which includes two new 4" sewer laterals to service the new Starbucks development on the east side of the alley, redesign changes that relocated the proposed sewer main within the alley to go over the existing sewer main, in turn consists of remove and replace existing sewer main and valley gutter, and additional time, material, labor, and equipment for delays due to the redesign. A total of \$123,906.70 was proposed by the contractor for these changes, an additional \$123,906.70 is requested to be approved.

IV. ALTERNATIVES:

Do not approve the requested budget allocation.

V. FISCAL IMPACT:

A budget authorization of sewer collection funds not to exceed \$123,906.70 for the listed patch locations. The sewer collection fund has sufficient funds to support this budget request.

This will not impact the general fund.

ATTACHMENTS:

File Name	Description
 PW_24-005_CCO_No_001_Grant-Cherry_Sewer_Coalinga-MCP.pdf	Change Order

CONTRACT CHANGE ORDER

Project: Coalinga Sewer Collection System Improvements Cherry Lane – N. Grant Street	Change Order No. 6 (Combined 3, 5.1 & 6)
Change Requested By: ☒ Engineer ☒ Contractor:	
Project No.: 24-005 Plan No.: 3051	Initiation Date: 10/07/2024
Owner: City of Coalinga	Final Revision Date: 11/26/2024
Contractor: Mid Cal Pipeline & Utilities, Inc.	State, County: CA, Fresno

The Contract is Changed as follows:

In accordance with Section 01200, Modification Procedures, Subsection F of the Project Specifications, execute a change in the Contract Amount for the following:

Change Order Request #3 – Extra Work at Agreed Lump Sum (+) EW (LS):

For additional work regarding two new 4" sewer lateral service lines to service the new Starbucks Development on the east side of the alley within stations 08+00 and 11+00 per verbal instruction from City Inspector and City Engineer at field visit inspection on Sept. 26, 2024, the Contractor shall be paid the following amount:

Extra Work at Agreed Lump Sum: **+\$7,978.70**

This sum constitutes full and complete compensation, providing all labor, material, equipment, tools, and incidentals, including all mark ups by reason of this change. See contractor change order proposal.

Change Order Request #5.1 – Extra Work at Agreed Lump Sum (+) EW (LS):

For additional delay in labor, materials and equipment at lump sum per COR dated on Nov. 19, 2024, the Contractor shall be paid the following amount:

Labor & Equipment Lump Sum: **+\$33,363.00**

This sum constitutes full and complete compensation, providing all labor, material, equipment, tools, and incidentals, including all mark ups by reason of this change. See contractor change order proposal.

Change Order Request #6 – Extra Work at Agreed Unit Price (+) EW (UP):

For additional work regarding removal and replacement of valley gutter and relocation/removal and replacement of sewer main per COR dated on Nov. 19, 2024, the Contractor shall be paid the following amount:

Remove & Replace Valley Gutter @ \$95.00 per LF for 595 LF = **+\$56,525.00**

Remove & Replace Sewer Main @ \$42.00 per LF for 620 LF = **+\$26,040.00**

Subtotal: +\$82,565.00 For Design Changes

This sum constitutes full and complete compensation, providing all labor, material, equipment, tools, and incidentals, including all mark ups by reason of this change. See contractor change order proposal.

Summary:

COR #3: (+) EW (LS) at +\$7,978.70

COR #5.1: (+) EW (UP) at +\$33,363.0

COR #6: (+) EW (UP) at +\$82,565.00

Total per Combined Change Order No. 6: +\$123,906.70

Time Adjustment:

Time adjustment was requested for additional days per the changes as described below.

Dedicated time to complete design change: **+30 Working Days**

Nonworking Day on Controlling Activity due to Change Order Direction Delay:

9/23/24 through 12/2/24: **47 Working Days**

Total: +77 Working Days

Not valid until signed by the Owner, Construction Manager, Engineer, and Contractor.

The original Contract Sum was:	\$232,850.00
Net change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$232,850.00
The Contract Sum will be increased by this Change Order:	+\$123,906.70
The new Contract Sum including this Change Order will be:	\$356,756.70
The Contract Time will be (increased) by:	(77) days
The date of Substantial Completion as of the date of this Change Order is:	1/10/2025