

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, entered into this 18th day of June 2019, by and between the City of Reedley, hereinafter referred to as the "CITY", and Mark Thomas hereinafter referred to as the "CONSULTANT".

### WITNESSETH

**WHEREAS**, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions, and

**WHEREAS**, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Services" in Exhibit "A", for the Royal Valley Parking Lot hereinafter referred to as the "PROJECT"; and

**WHEREAS**, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

**NOW, THEREFORE**, CITY and CONSULTANT agree as follows:

### **I. SERVICES TO BE PERFORMED BY THE CONSULTANT**

- A. Authorized Scope of Services: The CONSULTANT agrees to perform all services necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Services, for the cost identified in Exhibit "B" - Project Fee.
- B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "C" - A schedule of Fees for Additional Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

### **II. TIME OF PERFORMANCE**

The CONSULTANT shall commence performance of this Agreement within five (5) days following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the Scope of Service within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT'S reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties, but CONSULTANT shall not be entitled to additional compensation as a result of such delay.

### **III. COMPENSATION**

- A. In addition to allowable incurred costs, CITY will pay CONSULTANT a time and materials not to exceed without written approval fee of \$23,900. The fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- B. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- C. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- D. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, CITY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article V Termination.
- E. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- F. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to CITY's Contract Administrator at the following address:

John S. Robertson  
City of Reedley – City Engineer

- G. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by CITY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

#### IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The City Manager shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Reedley is specifically required.
- B. CONSULTANT: Ed Noriega shall represent and act as CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

#### V. TERMINATION

- A. CITY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. CITY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, CITY may proceed with the work in any manner deemed proper by CITY. If CITY terminates this contract with CONSULTANT, CITY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to CITY exceeds the funds remaining in the contract. In which case, the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the CITY shall be liable if this contract is terminated is Twenty-Three Thousand and Nine Hundred dollars (\$23,900).
- D. Post-Termination:
  - 1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, another party to complete the services under this Agreement.
  - 2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event of the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
  - 3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement. The

use of all finished and unfinished work product shall be in accordance with Section XI, Documents and Data.

4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily performed to the date of termination according to compensation provisions contained herein; provided that, upon termination for cause, the CITY may withhold such amount as the CITY deems appropriate to compensate the CITY for costs or damages incurred as a result of the CONSULTANT's default. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement for cause, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

#### **VI. NO PERSONNEL, AGENCY OR COMMISSION**

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **VII. RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

#### **VIII. AUDIT REVIEW PROCEDURES**



- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

## **IX. SUBCONTRACTING**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between CITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to CITY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from CITY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by CITY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by CITY's Contract Administrator prior to the start of work by the subconsultant(s).

## **X. RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime

consultants and subconsultants.

#### **XI. INDEPENDENT CONTRACTOR**

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

#### **XII. EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by CITY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY." 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

#### **XIII. STATE PREVAILING WAGE RATES**

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

**Note:** The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

#### **XIV. CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONSULTANT shall also list current clients who may

have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.

- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

**XV. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**XVI. STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.



- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

#### **XVII. DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CITY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

#### **XVIII. FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to CITY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the



provisions, terms, or funding of this contract in any manner.

- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. CITY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

#### **XIX. CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by CITY's Contract Administrator.

#### **XX. SPECIFICATIONS**

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the services specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

#### **XXI. DOCUMENTS/DATA**

- A. Ownership of Documents: Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in CITY; and no further agreement will be necessary to transfer ownership to CITY. CONSULTANT shall furnish CITY all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by CITY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-

free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

## **XXII. CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

## **XXIII. INDEMNIFICATION AND INSURANCE**

- A. As respects acts, errors, or omissions in the performance of services, CONSULTANT shall indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or damages arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement; except to the extent those arise out of the negligent acts of CITY.

- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT shall indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and designated volunteers from and against any and all claims, demands, defense costs, liability, or damages of any kind or nature arising out of or in connection with CONSULTANT (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligent acts of CITY.
- C. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
1. Workers' Compensation insurance as required by California statutes, and Employer's Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000).
  2. Commercial general liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
  3. Professional liability insurance coverage, in an amount not less than Two Million Dollars (\$2,000,000).
  4. Comprehensive automobile liability insurance coverage, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
- D. The City Manager is authorized to reduce or modify the requirements set forth above in the event he/she determines that such reduction is in the CITY's best interest.
- E. Each insurance policy required by this Agreement shall contain the following clause:
- "This insurance shall not be canceled, any change in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Reedley, 845 G Street, Reedley, CA 93654." The clause shall not contain "shall endeavor," best efforts or similar qualifiers.
- "In addition, the Commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:
- "It is agreed that any insurance maintained by the City of Reedley shall apply in excess of and not contribute with insurance provided by this policy."



For the general liability and automobile policies only, the City of Reedley, its officers, agents, employees, representatives and designated volunteers are added as additional insured's as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Reedley.

- F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- G. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY, may, at its sole option:
5. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
  6. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
  7. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

#### **XXIV. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **XXV. NON-DISCRIMINATION**

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for

employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Caltrans-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

## **XXVI. MISCELLANEOUS PROVISIONS**

- A. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- C. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties of this Agreement without the written consent of the other party.
- D. Dispute/Governing Law:
1. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of CITY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
  2. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
  3. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.
- E. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United State Postal Service, postage prepaid, addressed as follows:
- CITY OF REEDLEY  
1733 Ninth Street  
Reedley, CA 93654  
Attn: City Clerk
- F. INSPECTION OF WORK: CONSULTANT and any subconsultant shall permit

LOCAL AGENCY, and the state to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

G. SAFETY

1. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction projectsite.
2. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
3. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

H. Jurisdiction/Venue/Waiver of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Fresno County, California. The CONSULTANT hereby expressly waives any right to move any action to a county other than Fresno County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

I. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.

J. Conflict with Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

K. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its reasonable attorney's fees and court costs incurred in the action brought thereon.

L. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.



**M. CLAIMS FILED BY THE CITY'S CONSTRUCTION CONTRACTOR**

1. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
2. CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
3. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

**N. Authority:** Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

**O. Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

**IN WITNESS WHEREOF**, this Agreement is executed on the day and year first above written.

CITY OF REEDLEY



Nicole Zieba  
City Manager

CONSULTANT



Ed Noriega  
Associate-in-Charge

**Attachments:**

- Exhibit "A": Scope of Services
- Exhibit "B": Project Fees
- Exhibit "C": Consultant Schedule of Fees



## MARK THOMAS

June 17, 2019

Mr. John Robertson, P.E.  
City Engineer, City of Reedley  
1733 Ninth St  
Reedley, CA 93654

### RE: City of Reedley - City Hall Parking Lot

Dear Mr. Robertson,

Mark Thomas is pleased to submit our proposal to perform the engineering services necessary to design the proposed City Hall parking lot per the conceptual layout provided.

### PROJECT UNDERSTANDING

It is our understanding that the City of Reedley would like to turn the empty lot between 8th St and 9th St, west of G St into a parking lot for City Hall. The area will be comprised of three sections. The main parking lot area will be asphalt concrete over aggregate base, or as an alternative, portland cement concrete over aggregate base. There will be standard, electric vehicle, ride share, handicap, and fire and police department parking stalls available. The main parking lot will be bounded with bollard and chain, except on the west side where it will have a wrought iron fence.

The parking lot south of the main parking lot will be asphalt concrete over aggregate base. Removal of the existing concrete will be required. There will be standard, electric vehicle, and handicap parking stalls available.

The area north of the main parking lot will be reserved for police department use. This area will have an aggregate surface. The area will be surrounded by bollard and chain except on the west side where it will have wrought iron fence and future CMU block wall evidence lockers will be located.

Drainage inlets and pipes will be sized accordingly and will drain to the existing storm drain system west of the main parking lot.

Conduit will be placed under the parking lot improvements to carry conductors for street lights and the electric vehicle charging stations. Design of the street lights, solar panels, or electric vehicle chargers are not included in this scope of work. However, coordination with the firm(s) retained by the City to design and install the mentioned facilities will be required for the size and location of the conduit.

## SCOPE OF SERVICES

Scope of Work for the proposed work includes:

- Topographic survey
- Plans
  - Parking Lot Structural Sections
    - Main Parking Lot Area (AC/AB and alternate of PCC)
    - Parking Lot south of Main Lot (AC/AB)
    - Area north of Main Lot (Base Rock)
  - Drainage
  - Pavement markings and striping (including ADA accessible areas)
  - Curb and Gutter - Per City Standard
  - Wrought Iron Fence
  - Bollard and Chains
  - Conduit connecting to the street lights and electric vehicle chargers.
    - Coordination with electrical design firm
- Special Provisions & Engineer's Estimate

## Project Management

### Management and Coordination

This task will include ongoing project coordination with the City, adjacent projects, Mark Thomas subconsultants, and internal staff. This task will include meetings, preparing memos, letters, e-mail, and phone calls necessary to manage and coordinate project required improvements.

Mark Thomas will work closely with the City's Project Manager keeping the City informed regarding any design issues that may impact the Project budget or schedule. Mark Thomas will also provide to the Project Manager any available preliminary information concerning the Project.

### Topographic Survey

Mark Thomas will conduct topographic surveys of the Site to collect design level topography. On 8th street, we will dip drainage inlets and manholes for storm and sewer along with surface visible valves and vaults for dry utilities on the side of the street adjacent to the Site. Going one structure beyond each side of the site to allow for a general alignment of utilities to be determined.

Topographic survey will be drafted at a scale of 1" = 40' with a 1' contour interval unless otherwise requested by the City. Survey will include surface visible physical features commonly affecting civil improvement and design.

### Survey Assumptions and Exclusions

- No underground facility locations are included in this Scope of Work.
- No Boundary/Right of Way retracement is included in this Scope of Work
- It is assumed Mark Thomas will be provided safe access and necessary permits at no cost.



## **Plans, Specifications, and Estimate**

The Plans, Specifications, and Estimate (PS&E) package will be submitted at the 65% (Preliminary) stage for review and comment. 100% (Final) construction PS&E set will be submitted for bidding after incorporating comments received from the prior review.

### **65% (Preliminary) PS&E**

This submittal represents a complete set of “unchecked” PS&E. This set has not been through our QA/QC. The approach will be to build upon the conceptual layout plan provided by the City by adding plan information and additional detail sheets until a complete PS&E package is reached. Plans will be prepared in AutoCAD Civil 3D 2018

### **Engineer’s Estimate of Probable Construction Cost**

Mark Thomas will prepare a preliminary cost estimate for the 65% PS&E design submittal. We will prepare detailed quantities in accordance with City Standards and payment items. The engineer’s estimate of probable construction cost (“Marginal Estimate”) for the project will be prepared using the most recent and available cost data.

### **Special Provisions**

Mark Thomas will prepare the contract Special Provisions for the project based on City Standards and in general on Caltrans’ Standard Special Provisions, Caltrans Standard Specifications, and the City’s Construction Contract Standards.

### **Deliverables:**

- One full-size set of 65% plans (24x36)
- One half-size set of 65% plans
- PDF of 65% plans
- Special Provisions
- MS Word file of Special Provisions
- Engineer’s Estimate

### **100% (Final) PS&E**

This submittal represents complete Final Plans, an original set of stamped and signed plans and an engineer’s estimate will be submitted to the City for its use in soliciting construction bids. Mark Thomas will provide the quantity calculations to the City for use in administering the contract.

### **Review 65% Comments**

Mark Thomas will review the 65% review comments and reconcile comments as needed with the reviewer prior to proceeding with the preparation of the 100% plans.

### **Update Special Provisions**

This submittal will represent a complete set of Project Special Provisions ready for inserting into City Contract Specifications.

### **Update Construction Cost Estimate**

Mark Thomas will update the itemized engineer’s estimate for the 100% submittal. The unit costs will be determined by reviewing similar recent project bid summaries, the most current Caltrans Contract

▶ June 17, 2019

Cost Data book, the California Highway Construction Cost Index information, and the Caltrans Engineering Service Center site.

#### **Electronic Submittals**

Mark Thomas will package and submit AutoCAD, MS Word, and MS Excel files to the CLIENT.

#### **RE Pending File**

Mark Thomas will prepare the RE Pending File for the project. This task includes assembling all design documents that will facilitate the construction activities. File will include list of project contacts, memos to Resident Engineer, Quantity Calculations for use in releasing progress payments, and copies of relevant reports.

#### **Deliverables:**

- One set of mylar Final plans
- Final Plans in AutoCAD 2018 format.
- Bidding Documents in MS Word format
- Engineers Estimate in MS Excel format
- Full-size Plans (24 x 36)
- RE Pending File

#### **Assistance During Bidding (Optional)**

Mark Thomas' project manager and project staff will assist the City as requested during bidding. The work may include answering questions, providing consultation, and interpretation of the construction documents, and assisting the City in preparation of addenda to the PS&E during the advertisement period.

#### **Design Support During Construction (Optional)**

Mark Thomas' project manager and project staff will be available to assist the City during construction and provide construction support services, which will include attending a pre-construction meeting, submittal review, responding to contractor generated RFI's, answering the City's Resident Engineer questions, periodic site visits, etc.

This task assumes that the City will perform all Construction Management and Resident Engineer duties and that Mark Thomas' role is in support for areas that relate to the project design. The City will be responsible for managing the project through construction including overseeing the Contractor and day-to-day construction activities.

#### **Pre-Construction Meeting and Requests for Information (RFI's)**

Mark Thomas will attend the pre-construction meeting.

Mark Thomas will provide responses to Contractor's requests for information (RFI's) in regard to the Plans and Specifications that are forwarded to us by the City. This task includes conferring with the City's Project Manager and/or Resident Engineer regarding RFI's and other general field questions or plan clarifications as appropriate.

▶ June 17, 2019

## FEE

The estimated fee required to perform a topographic survey and prepare the PS&E as specified herein and your email dated April 23, 2019, is **Twenty-Three Thousand Nine Hundred dollars (\$23,900)**.

As the Associate-in-Charge and Division Manager of our Transportation operations in the Central Valley for Mark Thomas, I am authorized to enter into agreements. We look forward to the opportunity to work with you. If you have any questions about our proposal, please contact James Polfer at (559) 374-3118, or alternatively via email at [jpolfer@markthomas.com](mailto:jpolfer@markthomas.com).

Sincerely,  
**MARK THOMAS**



Ed Noriega, PE  
Division Manager



# Project Fees: City of Reedley City Hall Parking Lot

MARK THOMAS												Mark Thomas										TOTAL COST		
												Engineering Manager	Project Manager	Design Engineer II	Design Engineer I	Sr. Survey Manager	Sr. Project Surveyor	Sr. Survey Technician	1 Person Field Crew	Project Coordinator	Total Hours	Total MT Cost		
												\$284	\$195	\$128	\$103	\$225	\$190	\$125	\$175	\$98				
1.0 PROJECT MANAGEMENT																								
1.1 Management and Coordination												1	3								4	8	\$1,261	\$1,261
1.2 Quality Assurance/Quality Control													2									2	\$390	\$390
Subtotal Phase 1												1	5	0	0	0	0	0	0	0	4	10	\$1,651	\$1,651
2.0 SURVEYS AND MAPPING																								
2.1 Topographic Survey														1		2	4	16	16		39	\$6,138	\$6,138	
Subtotal Phase 2												0	0	1	0	2	4	16	16	0	39	\$6,138	\$6,138	
3.0 UTILITY COORDINATION																								
3.1 Utility Coordination													1	2							3	\$451	\$451	
Subtotal Phase 3												0	1	2	0	0	0	0	0	0	3	\$451	\$451	
4.0 Plans, Specifications, and Estimate																								
4.1 65% PS&E																					0	\$0	\$0	
4.1.1 Plans													1	24	24						49	\$5,739	\$5,739	
4.1.2 Engineer's Estimate of Probable Construction Cost													1	6							7	\$963	\$963	
4.1.3 Contract Specifications/Special Provisions													1	4							5	\$707	\$707	
4.2 100% PS&E																					0	\$0	\$0	
4.2.1 Review 65% Comments													1	1	1						3	\$426	\$426	
4.2.2 Update Plans														16	12						28	\$3,284	\$3,284	
4.2.3 Update Special Provisions													2	4							6	\$902	\$902	
4.2.4 Update Construction Cost Estimate													2	4							6	\$902	\$902	
4.3 Final PS&E																					0	\$0	\$0	
4.3.1 Prepare Final PS&E Submittal													1	8	4						13	\$1,631	\$1,631	
4.3.2 RE Pending File													1	4							5	\$707	\$707	
Subtotal Phase 4												0	10	71	41	0	0	0	0	0	122	\$15,261	\$15,261	
TOTAL HOURS												1	16	74	41	2	4	16	16	4	174			
OTHER DIRECT COSTS																						\$400	\$400	
TOTAL COST												\$284	\$3,120	\$9,472	\$4,223	\$450	\$760	\$2,000	\$2,800	\$392	\$23,901	\$23,901		

## EXHIBIT A

**Mark Thomas & Company, Inc. Rate Schedule**

Expires June 30, 2020\*

**HOURLY CHARGE RATE RANGES**
**Engineering Services**

Principal	\$378 - \$410
Sr. Engineering Manager	\$299 - \$365
Engineering Manager	\$268 - \$299
Practice Area Leader	\$268 - \$299
Sr. Project Manager	\$208 - \$268
Sr. Technical Lead	\$208 - \$268
Project Manager	\$181 - \$208
Technical Lead	\$181 - \$208
Sr. Project Engineer	\$154 - \$181
Sr. Technical Engineer	\$154 - \$181
Project Engineer	\$139 - \$154
Design Engineer II	\$117 - \$139
Design Engineer I	\$88 - \$117
Sr. Technician	\$107 - \$139
Technician	\$72 - \$110
Intern	\$47 - \$72

**Survey Services**

Sr. Survey Manager	\$202 - \$248
Survey Manager	\$199 - \$221
Sr. Project Surveyor	\$181 - \$199
Project Surveyor	\$151 - \$169
Sr. Surveyor	\$129 - \$161
Surveyor	\$115 - \$135
Lead Survey Technician	\$143 - \$157
Sr. Survey Technician	\$107 - \$143
Survey Technician	\$90 - \$130
Survey Intern	\$61 - \$89
Single Chief	\$138 - \$162
Single Chainman	\$118 - \$132
Apprentice	\$54 - \$106
1 Person Field Crew	\$138 - \$162
2 Person Field Crew	\$257 - \$323
3 Person Field Crew	\$311 - \$455

**Urban Planning/Landscape Architecture Services**

Sr. LAUD Division Manager	\$246 - \$258
LAUD Division Manager	\$214 - \$246
Sr. LAUD Project Manager	\$186 - \$214
LAUD Project Manager	\$170 - \$186
Landscape Architect II	\$120 - \$170
Landscape Architect I	\$95 - \$120
Landscape Designer II	\$82 - \$113
Landscape Designer I	\$63 - \$82
Intern	\$47 - \$72

**Project Support/Coordination Services**

Sr. Project Accountant	\$112 - \$148
Project Accountant	\$95 - \$112
Sr. Project Coordinator	\$110 - \$139
Project Coordinator	\$85 - \$110
Sr. Project Assistant	\$85 - \$104
Project Assistant	\$47 - \$85
Sr. Technical Writer	\$88 - \$126
Technical Writer	\$47 - \$88
Sr. Graphic Designer	\$101 - \$132
Graphic Designer	\$66 - \$101

**District Management Services**

Deputy District Manager	\$227 - \$268
Sr. Inspector	\$107 - \$142
Inspector	\$72 - \$107

**Grant Writing Services**

Sr. Funding Specialist	\$155
Funding Specialist	\$125

**Construction Management Services**

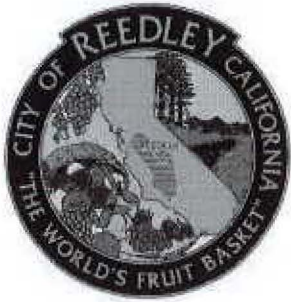
Resident Engineer	\$236
Construction Inspector	\$159

**Special Services**

Expert Witness	\$405
Strategic Consulting	\$405

**OTHER DIRECT COSTS**
**Reimbursables including, but not limited to:**

Reproductions, Filing Fees and Field Expenses	Cost Plus 5%
Mileage	Per IRS Rate
Outside Consultant Fees	Cost Plus 5%



## **REEDLEY CITY COUNCIL**

- ☐ Consent
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 9

**DATE:** June 11, 2019

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR CONSULTANT SERVICES RELATED TO THE DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE PROPOSED PARKING LOT BEHIND CITY HALL

**SUBMITTED:** John S. Robertson, City Engineer

**APPROVAL:** Nicole R. Zieba, City Manager

### **RECOMMENDATION**

Approve and authorize the City Manager to negotiate and enter into a contract for consultant services related to the design and preparation of construction documents for the proposed parking lot behind City Hall.

### **EXECUTIVE SUMMARY**

The completion of the demolition of the former Royal Valley Packinghouse structure has left the City with a largely unimproved vacant parcel. The next phase of improvements related to this parcel of land is to design and construct a fenced parking lot with elevated solar structures; secure storage area, security lighting, drainage, fencing, and other various improvements. These improvements will serve to replace the Royal Valley Building that was heavily used for parking by City Hall and Police Department staff.

The consultant selected to provide these services will: perform a topographic survey of the entire area, finalize the conceptual layout of the parking lot including parking stalls and lighting as required, engineer the required pavement thickness, and prepare plan, specification, and estimate documents that will be used for bidding and construction of the proposed improvements.

The Engineering Department, in consultation with and input from all City Departments, has completed a conceptual layout of the proposed parking lot (See Attachment A). The enclosed portion of the parking lot will not take up the entire parcel. A 'pad' facing 8<sup>th</sup> Avenue will be reserved for a future City facility.

The enclosed portion of the parking lot will provide 54 parking stalls for staff and Dial-A-Ride vehicles. Located outside of the enclosed area will be an additional 21 stalls available for the



general public parking. A number of both the staff and general public stalls will be made available as electric charging stations. The enclosed area will be surrounded by a combination of decorative fencing and a bollard/chain system.

In addition to the parking area, the solar panels that were previously attached to the roof of the Royal Valley Building, will be placed on elevated structures that will generate solar power per the previously approved solar power purchase agreement with Pacific Power while providing shade to the parked vehicles. Prior to the demolition of the Royal Valley structure, Pacific Power agreed to remove the panels, store them for a period of up to one year, and then reinstall them on elevated solar parking structures at no up-front cost to the City. In return, the City agreed to extend the current solar power purchase agreement for a period of five years, bringing the total term of the agreement to 25 years.

### **FISCAL IMPACT**

All costs for these consultant services are included in the proposed Fiscal Year 19/20 Budget and will come from available 2011 RDA Bond proceeds and have no impact to the General Fund. The use of a portion of 2011 RDA Bond proceeds is possible through the State Department of Finance approval of the City's Last & Final ROPS and Bond Expenditure Agreement from October 2017. All costs associated with engineering, permitting, construction, and maintenance for the solar power arrays are born by the solar provider.

### **ATTACHMENTS**

1. Attachment A conceptual parking lot layout



# Attachment A

