

**ATTACHMENT A**  
**PROFESSIONAL SERVICES AGREEMENT**

This Agreement, entered into this   9th   day of July 2018, by and between the City of Reedley, hereinafter referred to as the "CITY", and MKN 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 Waste Water Trunk Line Upsize Along Olson Ave to WWTP, 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.

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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. The method of payment for this agreement will be based on actual cost plus a fixed fee. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Fee Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead rate set forth in the Cost Proposal. In the event, that CITY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee of \$000. The fixed 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.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. 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.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed 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.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by CITY's Contract Administrator of itemized invoices in triplicate. 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

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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:

Kelly S. Riddle  
Project Delivery Professionals  
7415 N Palm Ave, Suite 100  
Fresno, CA 93711  
kriddle@pdpcm.com

The total amount payable by CITY including the fixed fee shall not exceed  
**\$193,956.**

- H. 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: Kelly S. Riddle 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

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any, shall be paid to CONSULTANT upon demand.

- I. The maximum amount for which the CITY shall be liable if this contract is terminated is \$ **193,956.00** dollars.

### C. 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.

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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. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to CITY.

### VII. 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.

### VIII. 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, FHWA, 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.

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### IX. 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.

### X. 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).

### XI. 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

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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.

### **XII. 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.

### **XIII. 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." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

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### XIV. 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.

### XV. 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.

### XVI. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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.

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### XVII. 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.

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### XVIII. 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.

### XIX. 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.

### XX. 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

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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.

### XXI. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 8%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CITY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

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- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants"
- CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within 30 days.

## XXII. 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.

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### XXIII. 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 many 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.

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### XXIV. 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.

### XXV. 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.

## ATTACHMENT A

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 One Million Dollars (\$1,000,000).
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 One Million Dollars (\$2,000,000).
4. Comprehensive automobile liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000) 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,

## ATTACHMENT A

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:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
  2. 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
  3. 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.

### **XXVI. 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

## ATTACHMENT A

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.

### XXVII. 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.

### XXVIII. 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.

**ATTACHMENT A**

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	MKN & Associates 8405 N. Fresno St., Suite 120 Fresno, CA 93720 Attn: Henry Liang, PE
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F. INSPECTION OF WORK: CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; 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 project site.

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

## ATTACHMENT A

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.

**ATTACHMENT A**

- 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.

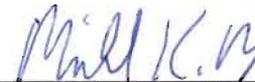
**IN WITNESS WHEREOF**, this Agreement is executed on the day and year first above written.

CITY OF REEDLEY



\_\_\_\_\_  
Nicole Zieba  
City Manager

CONSULTANT



\_\_\_\_\_  
Michael Nunley, PE  
Michael K. Nunley & Associates, Inc

Attachments:

- Exhibit "A": Scope of Services
- Exhibit "B": Project Fees & Fee Schedule

## 3C. SCOPE OF WORK

MKN proposes the following scope of work for the Project. We have reviewed the scope of work described in the RFP, confirmed the tasks, and provided additional details to better explain how MKN will perform the requested tasks. As requested in the RFP, we have also identified additional services to supplement the tasks mentioned in the RFP in order to address some of the key project design issues. The additional tasks are proposed for the City's consideration and are discussed in the following Section 3D – Required Items and Proposed Additional Services of this proposal.

### **1** TASK GROUP 1 **Project Management and Administration**

#### **1.1 | Project Management and Project Coordination Meetings:**

The MKN project manager and design team will coordinate MKN and subconsultant activities and participate in meetings throughout the project. We will arrange for attendees, prepare and distribute agendas, and conduct coordination meetings throughout the duration of the project. In addition to regular phone calls with the City, meetings are anticipated to be conducted on a monthly basis to maintain coordination efforts with the City throughout the project (up to 7 meetings during the design phase). Meeting notes will be prepared summarizing issues, resolutions, and responsibilities for follow-through. MKN will distribute meeting notes to attendees and other affected agencies or utilities.

#### **1.2 | Develop and Maintain Schedule**

In cooperation with the City, MKN will prepare and maintain a project schedule using MS Project. Tasks and subtasks will be identified including order of execution, duration, and key relationships to other tasks. A preliminary schedule has been included in this proposal. As part of the 60% design phase, MKN will expand the project schedule to include bidding, construction, and construction closeout.

#### **1.3 | Monthly Progress Reports and Maintain Action-Items/Decisions Log**

MKN will prepare monthly progress reports summarizing the key activities performed, upcoming work, schedule updates, and possible cost and schedule impacts (if any). MKN will also develop and maintain an action-items/decisions made log throughout the duration of the project. The log will document action-items and decisions made throughout the project and track key information such as responsible party, due date, task completion date, etc. The log will accompany the monthly progress reports, and will be updated and maintained on a regular basis throughout the entire project.

MKN will develop an Action-Items/Decisions Made log to serve as a tool for the project design team and the City to track key actions and decisions made throughout the project.

#### **1.4 | Quality Management**

All project deliverables will be reviewed by qualified principal level reviewers to ensure MKN work products meet the requirements of the executed scope of services and stipulated requirements of the City.

#### **Task Group 1 Assumptions:**

- Project coordination meetings will occur during design (June 2018 through January 2019)

#### **Task Group 1 Deliverables:**

- Project Coordination Meeting Agendas and Notes (for up to 7 meetings)
- Project Schedules (hard copy and .mpp file) at Each Design Phase
- Monthly Progress Reports
- Action-Items/Decisions Made Log

## SCOPE OF WORK (CONT'D)

# 2

## TASK GROUP 2

### Preliminary Engineering Services and Basis of Design

#### 2.1 | Project Kickoff Meeting, Data Gathering, and Review

MKN will conduct a project kickoff meeting with City staff to more fully develop the project parameters, better understand site-specific conditions, review project goals, and receive an update on the latest project developments. MKN will review project administrative items such as scope, schedule, budgets, milestones, review periods, lines of communication, and other City preferences. MKN will obtain available City-provided record drawings, reports, hydraulic models, and any other relevant data.

#### 2.2 | Topographic and Boundary Survey

MKN and its teaming partner, Yamabe & Horn Engineering, Inc. (Y&H), will perform a topographic survey of the Olson Ave trunk line alignment (approximately 1,900 linear feet). The survey work will include locating and surveying visible utilities along the alignment including invert and bottom elevations of accessible gravity-flow facilities. Y&H will also perform a boundary survey to depict adjacent parcels and right-of-way lines along the alignment. The new topographic mapping will be developed at 1"=40' scale with 1-foot contour intervals.

#### 2.3 | Utility Investigation and Potholing

MKN will contact local utility purveyors (e.g. PG&E, AT&T, etc.) to obtain as-built drawings or plats for existing utilities located within the project limits. MKN and Y&H will also perform potholes (up to three) of the unconfirmed pipeline in Cricket Hollow Park and incorporate the potholing findings into the survey. Based on the information provided by the utility companies and surveying efforts, MKN will develop a utility basemap for use in the design plans with utilities depicted to Level C or D per ASCE 38-02.

#### 2.4 | Geotechnical Investigation

MKN and its teaming partner, Blackburn Consulting (BCI), will perform a geotechnical investigation for the project. BCI will engage a drilling subcontractor to drill four borings to depths ranging from 10 to 20 feet below existing ground surface along the proposed pipeline alignment. BCI anticipates one boring located in the unpaved shoulder area along W. Olson Avenue east of Kings River, two borings within Cricket Hollow Park, and one boring near the WWTP headworks tie-in. We will obtain an encroachment permit for the boring along W. Olson Avenue if necessary. The driller will drill the exploratory borings using a truck-mounted drill rig and hollow stem or solid flight auger. BCI will collect soil samples at 3 to 5-foot intervals with Standard Penetration Test (SPT) and/or California Modified samplers. BCI will also collect bulk soil samples from selected borings. BCI's Engineer or Geologist will log the borings, direct the sampling operations and deliver the samples to our laboratory for testing. BCI will backfill the borings with cement grout and patch pavement with 8 inches of concrete dyed black.

BCI will perform the following tests on representative soil samples:

- *Moisture/density tests for soil consistency determination*
- *Direct shear for evaluation of foundation bearing capacity and lateral pressures for a potential new headworks structure*
- *Sieve analysis for soil classification*
- *R-value for pavement design*
- *Soil corrosivity (pH, resistivity, sulfates, chlorides)*

BCI will perform engineering analysis and prepare a Geotechnical Report including:

- *Scope of work*
- *Project description*
- *Site description*
- *Field exploration*
- *Subsurface conditions*
- *Laboratory testing*
- *Conclusions and recommendations regarding:*

## SCOPE OF WORK (CONT'D)

- o Trench excavatability, stability, backfill and compaction
- o Groundwater conditions and general control considerations
- o Hot mix asphalt pavement sections to repair parking lot/roadway areas following pipeline installation. BCI assumes that the design traffic indexes for the existing pavement will be provided by the City.
- o Foundation recommendations and below-grade wall lateral earth pressure recommendations for a potential new headworks structure

- Limitations and risk management
- Vicinity map
- Site plan showing the improvements and approximate boring locations
- Boring logs
- Laboratory test results

BCI will submit a draft report for review and comment, then submit the final report incorporating the comments as necessary.

### 2.5 | Traffic Study

MKN and its teaming partner, Peters Engineering Group (PEG), will perform a traffic study of the project impacts to traffic on Olson Ave and Reed Avenue during construction.

PEG will attend the project kickoff meeting to discuss the pertinent aspects of the Project relative to traffic impacts and handling. Items to be discussed include the overall approach to the traffic handling, City preferences, possible detours, allowable hours of lane closures, night work, locations of traffic counts, construction work zone width, and locations to be studied.

PEG will visit the site and note existing conditions, lane configurations, driveways, and traffic control devices. Any special conditions or areas of potential concern will be noted. A field survey will also be performed to observe potential detour routes. Twenty-four-hour directional traffic counts with vehicle classifications will be performed on Olson Avenue west of Reed Avenue on a weekday to determine the volume of traffic, peak hours, directional splits, and heavy vehicle percentages. Manual traffic counts, including turning movements, pedestrians, bicycles, and heavy vehicles, will be performed at the intersection of Olson Avenue and Reed Avenue between the hours of 7:00 a.m. and 9:00 a.m. on a weekday morning and between the hours of 4:00 p.m. and 6:00 p.m. on a weekday evening. The count will provide information related to origins and destinations of trips using the bridge and will also be utilized in the analysis of conditions expected to occur during construction.

Available information relative to the design of the pipeline will be utilized along with the results of the kickoff meeting and field survey to assess the traffic handling conditions and detours expected to be required, which may include the following applications:

- Lane Closure on Two-Way Road Using Flaggers (Typical Application 10)
- Lane Closure on a Two-Lane Road with Low Traffic Volumes (Typical Application 11)
- Lane Closure on a Two-Lane Road Using Traffic Control Signals (Typical Application 12)
- Detour for One Travel Direction (Typical Application 19)
- Road Closure with an Off-Site Detour (if necessary, Typical Application 8)
- Detour for a Closed Street (if necessary, Typical Application 20)

If it is determined that Typical Applications 8, 19, or 20 are required due to the potential for congestion or other considerations, the City may wish to perform additional traffic analyses at intersections along the detour route to identify the potential impacts. These additional intersections could be counted to allow analysis of detour routes and locations affected by a redistribution of existing traffic. This optional additional work is discussed in Section 3D – Required Items and Proposed Additional Services of this proposal.

The results of the analysis will be utilized to verify or modify the proposed detour route and to develop temporary traffic control measures that may be necessary at certain locations. The results will also be utilized in developing public outreach and recommendations to avoid congestion.

PEG will prepare a report summarizing the traffic study results and provide recommendations for traffic handling, which will include cost estimates for the various traffic handling scenarios identified.

The MKN team understands the importance of minimizing disruption to traffic. We will work closely with the City to explore alternatives and identify an approach that will minimize impacts to Olson Ave, Reed Ave, and Cricket Hollow Park.

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**SCOPE OF WORK (CONT'D)****2.6 | Environmental Planning**

MKN and its teaming partner, LSA, Inc. (LSA) will support the City with a Categorical Exemption for the Project, pursuant to the California Environmental Quality Act (CEQA). LSA staff will participate in the kickoff meeting with City staff to discuss the project, share information and identify timelines. LSA will visit the site to review and document existing conditions.

LSA will prepare a project description that includes a summary of the proposed project and project graphics (based on information provided by the City). Information from any technical reports provided by the City will also be included in the project description.

LSA will prepare a memorandum to support the Categorical Exemption for the proposed project. LSA will include a list of the qualifying exemptions(s) and an explanation regarding how the project would meet the definition of the exemption. The memorandum will also include a discussion of categorical exemption exceptions listed in Section 15300.2, and how these are not applicable to the project.

LSA will prepare a Notice of Exemption (NOE) for the City to file with the State Clearinghouse and the County Clerk.

If it is determined during the preliminary engineering phase that the project is not eligible for a categorical exemption, LSA can perform an initial study and support the City with additional environmental documentation as discussed in Section 3D – Required Items and Proposed Additional Services of this proposal.

**2.7 | Olson Ave Trunk Line Alignment Evaluation**

Using the parallel pipe crossing approach identified in the Alternatives Analysis report, MKN will evaluate specific alignment alternatives for the section from the Olson Ave bridge to the WWTP connection. MKN will identify up to three alignment and sewer flow bypassing concepts and review the advantages and disadvantages of each alternative with the City.

**2.8 | Wastewater Flow Validation and Olson Ave Trunk Line Sizing Evaluation**

MKN will review the City of Reedley's 2014 Master Plan, specifically the wastewater flow projection calculation methodology, as part of the wastewater flows validation process. MKN will also obtain any new information provided by the City that was previously not available during the 2014 master planning efforts. Based on our review of the master planning calculations and updates since 2014, MKN will develop and present our findings to the City to determine if any alternative flow projection calculations shall be performed. If determined to be necessary, MKN will develop additional wastewater flow projection calculations for use in sizing the new Olson Ave trunk line. Once MKN and the City have determined the most appropriate wastewater flow, MKN will perform a hydraulic analysis of the Olson Ave trunk line to determine the required pipe sizes from the connection to the existing pipeline in Reed Avenue to the connection to the WWTP.

MKN and its teaming partner, Fluid Resource Management (FRM), can also perform flow monitoring services to validate the existing wastewater flows. The 2014 Master Plan wastewater flow projections utilized some flow monitoring information performed in 2008, but that monitoring was used primarily for the purposes of evaluating inflow and infiltration (I&I). MKN and FRM can develop a focused flow monitoring plan to better understand existing flows in the Reed Avenue and Olson Avenue trunk mains as well as the other parts of the system the City is considering re-routing. See Section 3D – Required Items and Proposed Additional Services of this proposal for more information about this optional task.

**2.9 | Bridge and Pipe Connection Evaluation**

MKN and its teaming partner, Drake Haglan and Associates, Inc. (DHA), will perform a preliminary assessment of the existing bridge to ensure the structure is adequate to support the additional loads. DHA will evaluate the deflection of the selected casing/sewer line to span between existing supports, evaluate the existing structure to verify the bridge can support the additional weight, and develop preliminary details for how the pipe will be supported and attached to the bridge including extending the top of the pier as a corbel to provide adequate space for the pipe supports. DHA will summarize its findings in a technical memorandum to be incorporated in the Basis of Design Report.

**2.10 | California Department of Fish and Wildlife Coordination**

MKN will support the City with coordinating and obtaining approvals from the California Department of Fish and Wildlife (CDFW) for the work crossing the Kings River. MKN will assist in preparation and submittal of the Notification of Lake or Streambed Alteration (DFW2023 Notification Form), obtain mitigation requirements for inclusion into the project design, and assist the City with obtaining the Agreement (permit) for work within the Kings River.

## SCOPE OF WORK (CONT'D)

### 2.11 | Basis of Design Workshop and Report

The MKN team will conduct a workshop with City staff to present the findings developed during the preliminary engineering phase, which will be used as the basis of design. MKN will work with the City to select and refine the preferred alternatives during the workshop. To summarize our evaluation and decisions made from the preliminary engineering efforts, MKN will prepare a Basis of Design Report (BDR). The BDR will include the design criteria for the pipeline, projected wastewater flows, present the design concepts and selected alignment, bypassing requirements and concept bypass plans, traffic handling requirements, trench and backfill requirements, and permitting requirements.

Five copies of the draft PDR and an electronic .pdf copy will be submitted to the City for review and comments. Following receipt of the City's comments on the PDR, MKN will incorporate the comments and issue five copies of the final PDR.

### 2.12 | Preliminary Design (30% Design)

MKN will prepare preliminary design plans to the 30% level of completion and an outline of the technical specifications required for the project improvements. The preliminary design plans will include:

- Plan view sheets of the Olson Avenue trunk main
- List of drawings of additional sheets that will be provided at the 60% design level
- Sewer flow bypassing concept plans

#### Task Group 2 Assumptions:

- Potholing scope includes performing up to three potholes
- City of Reedley will waive encroachment permit fees for work within the City's ROW
- Land and easement acquisition will not be required
- The bridge connection evaluation is limited to evaluating the existing structure's ability to support the additional loads. The evaluation does not include identification of strengthening the existing bridge structure or providing additional foundation improvements that may be required. The bridge connection evaluation also does not include evaluation of attachments to the bridge overhang.
- Coordination activities with the CDFW are limited to preparation of the DFW2023 Notification Form and coordination with the CDFW for submitting and obtaining approvals. Any additional work associated with designing and implementing mitigations in the streambed that are identified by the CDFW are not included in this scope of work.

#### Task Group 2 Deliverables:

- Kickoff Meeting Agenda and Notes
- Topographic Survey Files
- Hydraulic Calculations
- Traffic Study Report
- Geotechnical Investigation Report
- Categorical Exemption and noticing documentation
- Basis of Design-Workshop Agenda and Notes
- Basis of Design, Report and Bridge Connection Evaluation TM (5 hard copies and an electronic .pdf copy)
- Copies of formal letter correspondences with utility companies and regulatory agencies
- 30% design plans (two hard copies and an electronic .pdf format copy)

## 3

### TASK GROUP 3

## Preparation of Plans, Specifications & Estimates (PS&E)

### 3.1 | 60% PS&E

The MKN team will prepare plans, specifications, and estimates to the 60% design level. At the 60% level of completion, the pipeline will be shown in plan and profile with the major utility conflicts from our utility investigation depicted in the plans. The con-

## SCOPE OF WORK (CONT'D)

nection points to the existing system and structural details for supporting and bracing the pipe to the bridge will also be shown on the plans with some detailing. The plans will reflect utility research and existing topography from the design survey work. The 60% design will also include sewer flow bypassing plans showing bypass suction/discharge locations and alignments of the bypass piping. MKN will also develop technical specifications in CSI format for the project improvements and traffic handling requirements that will direct the Contractor to provide traffic handling plans meeting the requirements identified in the Traffic Study Report.

An opinion of probable construction cost estimate will be prepared with the 60% level Plans and Specifications. Appropriate contingencies will be applied with a time escalation factor depending on the projected construction bid date. Costs will be developed as an itemized list of unit costs, which will be formatted to follow the bid schedule.

MKN will submit the 60% PS&E to the City for review and comment. After the City has reviewed the 60% design, MKN will meet with the City to address comments to be incorporated into the 95% design.

### 3.2 | 95% PS&E

MKN will prepare the construction plans, technical specifications, and engineer's estimate of probable construction cost to approximately the 95% completion level for final review by the City. At the 95% design level, MKN will prepare the contract documents/general provisions (developed in conjunction with the City using the City's front-end documents), bid schedule, and special conditions.

MKN will submit the 95% PS&E to the City for review and comment. After the City has reviewed the 95% design, MKN will meet with the City to address comments to be incorporated into the final bid package.

### 3.3 | Final PS&E (Bid Documents)

Following receipt of final comments from the 95% PS&E review, MKN will prepare the Final PS&E for bidding.

#### **Task Group 3 Deliverables:**

- *Copies of formal letter correspondences with utility companies or regulatory agencies*
- *Five full-size (22"x34") hard copies and an electronic .pdf of the 60% Plans, outline of the technical specifications, and estimate*
- *60% Design Review Meeting Agenda and Notes*
- *Five full-size (22"x34") hard copies of the plans, five bound hard copies of the technical specifications, and an electronic .pdf of the 95% PS&E*
- *95% Design Review Meeting Agenda and Notes*
- *Final PS&E (Ten full-size hard copies and an electronic .pdf copy)*

## 4

### TASK GROUP 4

#### **Task 4 – Bidding Support Services**

Prior to advertisement of the project for bidding, MKN will support the City with general contractor outreach efforts. During bidding, MKN will respond to questions from prospective bidders and will prepare addenda, if necessary, during the bidding phase. Addenda will clearly identify additions, deletions, or modifications by specification section or drawing number in order to facilitate bidder understanding. MKN will attend the prebid meeting and the bid opening, review the bids for general conformance with the contract documents, and assist the City in identifying the apparent low bidder.

#### **Task Group 4 Assumptions:**

- *City is responsible for advertising the project for bidding*

#### **Task Group 4 Deliverables:**

- *Addenda issued during the bidding phase*
- *Prebid meeting agenda and minutes*




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**SCOPE OF WORK (CONT'D)**
**5**
**TASK GROUP 5**
**Construction Support Services**

The MKN team will perform the following engineering services during construction:

**5.1 | Preconstruction Meeting**

MKN will attend the preconstruction meeting and provide an overview of the project components.

**5.2 | Construction Progress Meetings**

MKN will make visits to the construction site to determine, in general, if the work is proceeding in accordance with the construction contract documents and provide field observation notes to the City accordingly (up to 5 site visits).

**5.3 | Shop Drawings and Submittals**

MKN will review shop drawings and submittals from the contractor in accordance with the construction contract documents (Up to 30 shop drawings/submittals). Shop drawings/submittals will be logged and tracked for compliance with City stipulated review periods. MKN will coordinate with Contractor to prioritize review of critical path items.

**5.4 | RFIs**

MKN will review and respond to requests for information (RFI) from the contractor (up to 10 RFIs)

**5.5 | Final Walk Through and Prepare Punch List**

MKN will participate in a final walk through with City staff and prepare a punch list of items to be addressed by the Contractor.

**5.6 | Record Drawings**

MKN will prepare record drawings based on the contractor's redlined as-builts. Design changes issued via addenda or change orders will also be incorporated into the record drawings.

**Task Group 5 Assumptions:**

- *The construction contractor will be held entirely responsible for maintaining on site safety during all phases of the work*

**Task Group 5 Deliverables:**

- *Progress reports following each site visit*
- *Record drawings in AutoCAD .dwg and electronic .pdf format and 5 half- and full-size (11"x17" and 22"x34") hard copies*

## 3D. Required Items & Proposed Additional Services

As requested in the RFP, we have also identified optional additional services to supplement the tasks mentioned in the RFP in order to address some of the key project design issues. The additional tasks are proposed for the City's consideration, and MKN can work with the City to refine the proposed scope of services and fees for these optional task if needed.

### 2.5A | Additional Traffic Counts and Analyses

PEG can perform additional traffic counts, if desired by the City, at key locations along any proposed detour routes to estimate the potential for congestion and to assist in determining the preferred route. Manual traffic counts, including turning movements, pedestrians, bicycles, and heavy vehicles, would be performed at the study intersections between the hours of 7:00 a.m. and 9:00 a.m. on a weekday morning and between the hours of 4:00 p.m. and 6:00 p.m. on a weekday evening. Assuming a potential detour to Manning Avenue, the study would likely include the following intersections:

- *Reed Avenue/Dinuba Avenue*
- *Reed Avenue/I Street*
- *Manning Avenue/I Street*
- *Manning Avenue/Kings River Road*

### 2.6A | Additional Environmental Planning (Initial Study/Mitigated Negative Declaration)

If desired by the City, or if information is uncovered during the design of the project which would require additional technical analysis and/or mitigation, LSA will prepare an IS/MND to meet the requirements of CEQA. Preparation of the IS/MND includes the following deliverables:

- *Project Description*
- *Administrative Draft IS/MND*
- *Screencheck IS/MND*
- *Public Review IS/MND*
- *Response to Comments Memorandum*
- *Mitigation Monitoring and Reporting Program*
- *Public Notices*

### 2.8A | Flow Monitoring

MKN and its teaming partner, Fluid Resource Management (FRM), will place a single flow meter upstream of the existing Olson Avenue trunk line somewhere along Reed Avenue. The flow meter will be used to record flow measurements for a flow monitoring period to be determined. The recorded flow data will be assessed to verify average daily and peak hour flow conditions, which will be used as part of the wastewater flow validation and hydraulic analysis described in Task 2.8 to determine the required design flows and pipeline size.



EXHIBIT B

MKN & Associates, Inc.  
8405 N. Fresno St, Suite 120  
Fresno CA 93720  
559 500 4750

May 1, 2018

Mr. John S. Robertson, PE  
City Engineer  
City of Reedley  
1733 Ninth Street  
Reedley, CA 93654

**SUBJECT: FEE PROPOSAL FOR THE REQUEST FOR PROPOSAL TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES FOR WASTEWATER TRUNK LINE UPSIZE ALONG OLSON AVENUE TO REEDLEY WASTEWATER TREATMENT PLANT**

Dear Mr. Robertson,

Enclosed is Michael K. Nunley & Associates, Inc. (MKN) fee proposal, which details the MKN Team's engineering fees for our proposed scope of work. The fee table includes itemized fees and man-hour breakdown by task, our not to exceed total for the project, and other direct costs (ODCs), which includes non-labor expenses such as travel and reproduction costs. At the bottom of the fee estimate table, we have also included fee estimates for the optional tasks identified in Section 3D – Required Items and Proposed Additional Services of our proposal.

Thank you for the opportunity to provide this proposal for your consideration. If you have any questions, please feel free to contact me at (559) 500-4750 ext 1102 or [hliang@mknassociates.us](mailto:hliang@mknassociates.us).

Sincerely,

A handwritten signature in black ink, appearing to read 'Henry Liang', is written in a cursive style.

Henry W. Liang, PE  
Project Manager

Attachments: Fee Summary and Hourly Rate Schedule

# EXHIBIT B

## Fee Summary

**Wastewater Trunk Line Upsize Along Olson Avenue  
To Reedley Wastewater Treatment Plant**

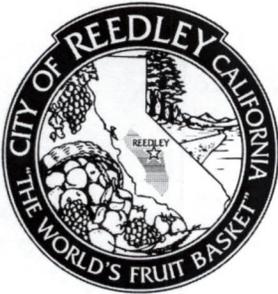
**City of Reedley**

Task Description	Personnel Hours						Budget					
	Project Manager/Principal	Senior Engineer	Project Engineer	Assistant Engineer	Senior Design Technician	Administrative Assistant	Total Hours	Labor	Subconsultants (Including 10% Mark-Up)	Other Direct Costs	Total Non-Labor	Total
<b>Task Group 1 - Project Management</b>												
1.1 Project Management and Project Coordination Meetings	18					4	22	\$ 3,460		\$ 600	\$ 600	\$ 4,060
1.2 Develop and Maintain Schedule	6						6	\$ 1,080			\$ -	\$ 1,080
1.3 Monthly Progress Reports and Maintain Action-Items/Decisions Log	8			12			20	\$ 2,964			\$ -	\$ 2,964
1.4 Quality Management	8	6					14	\$ 2,460			\$ -	\$ 2,460
<b>Subtotal</b>	<b>40</b>	<b>6</b>	<b>-</b>	<b>12</b>	<b>-</b>	<b>4</b>	<b>62</b>	<b>\$ 9,964</b>	<b>\$ -</b>	<b>\$ 600</b>	<b>\$ 600</b>	<b>\$ 10,564</b>
<b>Task Group 2 - Preliminary Engineering Services and Basis of Design</b>												
2.1 Project Kickoff Meeting, Data Gathering, and Review	4	6		4		2	16	\$ 2,358		\$ 80	\$ 80	\$ 2,438
2.2 Topographic and Boundary Survey					4		4	\$ 388	\$ 10,670		\$ 10,670	\$ 11,058
2.3 Utility Investigation and Coordination	2	2		8			12	\$ 1,716	\$ 2,200	\$ 60	\$ 2,260	\$ 3,976
2.4 Geotechnical Investigation	2						2	\$ 360	\$ 15,093		\$ 15,093	\$ 15,453
2.5 Traffic Study	1	2					3	\$ 520	\$ 17,045		\$ 17,045	\$ 17,565
2.6 Environmental Planning		1					1	\$ 170	\$ 4,620		\$ 4,620	\$ 4,790
2.7 Olson Ave Trunk Line Alignment Evaluation	2	12				4	18	\$ 2,788			\$ -	\$ 2,788
2.8 Wastewater Flows Validation and Olson Ave Trunk Line Sizing Evaluation	4			16			20	\$ 2,752			\$ -	\$ 2,752
2.9 Bridge and Pipe Connection Evaluation	6	2					8	\$ 1,420	\$ 10,450		\$ 10,450	\$ 11,870
2.10 CDFW Coordination	6			8			14	\$ 2,096		\$ 60	\$ 60	\$ 2,156
2.11 Basis of Design Workshop and Report	8	16	4	24	8	4	64	\$ 8,804		\$ 250	\$ 250	\$ 9,054
2.12 Preliminary Design (30% Design)	4	16		16	8	4	48	\$ 6,468		\$ 60	\$ 60	\$ 6,528
<b>Subtotal</b>	<b>39</b>	<b>57</b>	<b>4</b>	<b>76</b>	<b>24</b>	<b>10</b>	<b>210</b>	<b>\$ 29,840</b>	<b>\$ 60,078</b>	<b>\$ 510</b>	<b>\$ 60,588</b>	<b>\$ 90,428</b>
<b>Task Group 3 - Preparation of Plans, Specifications &amp; Estimates (PS&amp;E)</b>												
3.1 60% PS&E (~10 Sheets)	16	48		60	48	12	184	\$ 23,976	\$ 7,700	\$ 300	\$ 8,000	\$ 31,976
3.2 95% PS&E (~15 Sheets)	12	32		40	32	8	124	\$ 16,224	\$ 3,951	\$ 300	\$ 4,251	\$ 20,475
3.3 Final PS&E (~15 Sheets)	8	12		24	12	6	62	\$ 8,022	\$ 1,650	\$ 600	\$ 2,250	\$ 10,272
<b>Subtotal</b>	<b>36</b>	<b>92</b>	<b>-</b>	<b>124</b>	<b>92</b>	<b>26</b>	<b>370</b>	<b>\$ 48,222</b>	<b>\$ 13,301</b>	<b>\$ 1,200</b>	<b>\$ 14,501</b>	<b>\$ 62,723</b>
<b>Task Group 4 - Bidding Support Services</b>												
Bid Phase Services	4	6		8	8	2	28	\$ 3,642	\$ 880	\$ 400	\$ 1,280	\$ 4,922
<b>Subtotal</b>	<b>4</b>	<b>6</b>	<b>-</b>	<b>8</b>	<b>8</b>	<b>2</b>	<b>28</b>	<b>\$ 3,642</b>	<b>\$ 880</b>	<b>\$ 400</b>	<b>\$ 1,280</b>	<b>\$ 4,922</b>
<b>Task Group 5 - Construction Support Services</b>												
5.1 Preconstruction Meeting	3	3					6	\$ 1,050		\$ 60	\$ 60	\$ 1,110
5.2 Construction Progress Meetings	2	12	4				18	\$ 3,000		\$ 120	\$ 120	\$ 3,120
5.3 Shop Drawings and Submittals	2	30		15	6		53	\$ 7,947	\$ 3,850		\$ 3,850	\$ 11,797
5.4 RFIs	2	12		12	6		32	\$ 4,506	\$ 2,200		\$ 2,200	\$ 6,706
5.5 Final Walk Through and Prepare Punchlist		4					4	\$ 680		\$ 300	\$ 300	\$ 980
5.6 Record Drawings	1	2				8	13	\$ 1,406		\$ 200	\$ 200	\$ 1,606
<b>Subtotal</b>	<b>10</b>	<b>63</b>	<b>4</b>	<b>27</b>	<b>20</b>	<b>2</b>	<b>126</b>	<b>\$ 18,589</b>	<b>\$ 6,050</b>	<b>\$ 680</b>	<b>\$ 6,730</b>	<b>\$ 25,319</b>
<b>Fee Estimates for Required Items and Proposed Additional Services (Optional Tasks)</b>												
2.5A Additional Traffic Counts and Analyses		2					2	\$ 340	\$ 4,510		\$ 4,510	\$ 4,850
2.6A Environmental Planning for IS/MND	2	4					6	\$ 1,040	\$ 17,600		\$ 17,600	\$ 18,640
2.8A Flow Monitoring	2			4			6	\$ 868	\$ 6,600		\$ 6,600	\$ 7,468
<b>Total (not including fee estimates for optional tasks)</b>	<b>133</b>	<b>230</b>	<b>8</b>	<b>251</b>	<b>144</b>	<b>44</b>	<b>810</b>	<b>\$ 112,905</b>	<b>\$ 108,019</b>	<b>\$ 3,390</b>	<b>\$ 112,409</b>	<b>\$ 193,956</b>

\* Fees for the optional tasks are preliminary estimates based on limited assumptions. If the City decides to proceed with any of the proposed optional tasks, MKN will develop a detailed scope and fee for the City's consideration.

Personnel Category	\$/HR
Project Manager/Principal	\$180.00
Senior Engineer	\$170.00
Project Engineer	\$150.00
Assistant Engineer	\$127.00
Senior Design Technician	\$97.00
Administrative Assistant	\$55.00





## REEDLEY CITY COUNCIL

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

ITEM NO: 18

DATE: June 26, 2018

TITLE: ADOPT RESOLUTION NO. 2018-068 OF THE CITY COUNCIL OF THE CITY OF REEDLEY GRANTING AUTHORITY TO THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MKN & ASSOCIATES FOR DESIGN CONSULTING SERVICES RELATED TO THE DESIGN AND CONSTRUCTION DOCUMENT PREPARATION FOR THE WASTEWATER TRUNK MAIN REPLACEMENT ALONG OLSON AVENUE TO THE CITY'S WASTEWATER TREATMENT PLANT

SUBMITTED: John S. Robertson, P.E. *JSR*  
City Engineer

APPROVED: Nicole R. Zieba  
City Manager *NZ*

### RECOMMENDATION

Staff recommends that the City Council through Resolution No. 2018-068 take the following action:

1. Adopt Resolution No. 2018-068 granting authority to the City Manager to enter into a professional services agreement with MKN & Associates for design consulting services related to the design and construction document preparation for the wastewater trunk main replacement along Olson Avenue to the City's wastewater treatment plant.

### BACKGROUND

The City of Reedley's 2014 Integrated Master Plan identified, as an immediate need, the upsizing of the wastewater trunk main extending from the wastewater treatment plant (WWTP) through Cricket Hollow, east along Olson Avenue, then north and south in Reed Avenue. The reason for the needed upsizing is to address capacity system deficiencies in these pipelines. The trunk main pipelines lines in Reed Avenue were upsized with the work performed to address the December 2015 catastrophic failure. The proposed work by the consultant will provide the City with a set of construction documents to address the remaining deficient lines to the WWTP that could not be addressed with the December 2015 project. Construction of the project is anticipated to occur during the 2019/2020 fiscal year.

In April of 2018 the City requested a statement of qualifications (SOQ) from interested firms to perform consulting services related to the scope of work described above. Five SOQ's were received and reviewed by the selection committee. The committee selected four consultants for interviews, which were held on June 6, 2018. Upon completion of the interviews, the committee recommended MKN & Associates as the firm to perform the required design consultant services.

### **FISCAL IMPACT**

Staff is requesting that the City Manager be granted authority to enter into a contract with the selected consultant for a fee not to exceed \$194,000. The consultant's fee will be paid by wastewater enterprise funds.

### **ATTACHMENTS**

1. Resolution No. 2018-068

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

RESOLUTION NO. 2018-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY GRANTING AUTHORITY TO THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MKN & ASSOCIATES FOR DESIGN CONSULTING SERVICES RELATED TO THE DESIGN AND CONSTRUCTION DOCUMENT PREPARATION FOR THE WASTEWATER TRUNK MAIN REPLACEMENT ALONG OLSON AVENUE TO THE CITY'S WASTEWATER TREATMENT PLAN

**WHEREAS**, the City of Reedley issued a request for qualifications proposal in April of 2018 and received responses from five interested firms; and

**WHEREAS**, City staff from various departments formed a selection committee and conducted interviews with four firms to determine and select the most qualified consultant to meet the City's needs related to the described services; and

**WHEREAS**, the selection committee recommended MKN & Associates as the firm to perform the required services per the negotiated fee.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Reedley City Council using their independent judgment approve this resolution based on the following:

1. That the above recitals are true and correct.
2. That the City Council grants authority to the City Manager to sign and execute a professional services agreement with MKN & Associates and any addendums thereto in the amount of \$194,000.
3. This professional services agreement entered into shall be effective from the date of execution by the City Manager until the close out of the subject project.
4. This resolution is effective immediately upon adoption.

This foregoing resolution is hereby approved this 26<sup>th</sup> day of June, 2018, by the following vote:

AYES: Beck, Fast, Soleno, Betancourt.

NOES: None.

ABSTAIN: None.

ABSENT: Pinon.

  
Anita Betancourt, Mayor

ATTEST:

  
Sylvia B. Plata, City Clerk

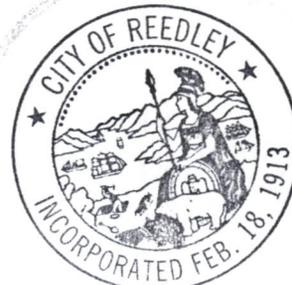


EXHIBIT B



MKN & Associates, Inc.  
PO Box 1604  
Arroyo Grande, CA 93421  
805 904 6530

FEE SCHEDULE FOR PROFESSIONAL SERVICES

ENGINEERS AND TECHNICAL SUPPORT STAFF

Principal Engineer	\$180/HR
Senior Project Engineer	\$170/HR
Project Engineer	\$150/HR
Water Resources Planner	\$138/HR
Assistant Engineer	\$127/HR
GIS Specialist	\$130/HR
GIS Technician	\$110/HR
Senior Design Technician	\$97/HR
Administrative Assistant	\$57/HR

*Routine office expenses such as computer usage, telephone charges, office equipment and supplies, incidental postage, copying, faxes, etc., are included in the hourly rates.*

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.54/mi.