

PROFESSIONAL SERVICES AGREEMENT

This Agreement, entered into this 2 day of Nov, 2023 by and between the City of Reedley, hereinafter referred to as the "CITY", and NV5, Inc. 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 City of Reedley Wastewater Trunk Line Upsize Along Olson Avenue to WWTP & Headwork Improvement Project 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 Attachment 1 – Consultants 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 the Billing Rates included in Attachment 1. 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 fourteen (14) 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. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, as payment in full on a time and materials fee basis, a sum not to exceed \$465,854.52 in accordance with Attachment 1. This amount shall constitute complete compensation, including document production and out-of-pocket expenses for the Scope of Services as identified in Exhibit "A".
- B. Payment of Compensation: The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any. All billings shall be subject to verification and approval by the CITY.

IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The City Manager or her designee 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: Kevin Reisz shall represent and act as CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised by either party, without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, immediately terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof;
or
2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

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.
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. INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
 1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

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. SUBCONTRACTING

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the services to be performed under this Agreement without the prior written approval of the CITY.
- B. Without limiting Paragraph A, in no event shall the CONSULTANT subcontract services in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project described in this Agreement.

IX. 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.

X. 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.

XI. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- 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.

XII. 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 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 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, 1717 Ninth 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:
 - 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.

XIII. 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.

XIV. 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: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- 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:

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|---|---|
| CITY OF REEDLEY 1733 Ninth Street Reedley, CA 93654 Attn: City Clerk | NV5, Inc. 2109 W. Bullard Avenue, Suite 145 Fresno, CA 93711 Attn: Kevin Reisz |
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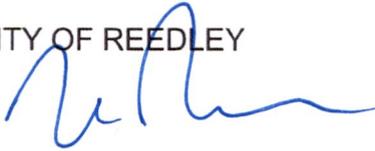
- F. Jurisdiction/Venue/Waiver of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

- L. 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



Kevin Reisz
NV5, Inc.

for

Attachments:

Exhibit "A": Scope of Services
Attachment 1: Consultants Fees



Exhibit "A"

SCOPE OF CONSULTANT SERVICES

***REEDLEY WASTEWATER TRUNK LINE UPSIZE ALONG OLSON AVE TO WWTP
& HEADWORKS IMPROVEMENT PROJECT
City of Reedley***

DESCRIPTION OF PROJECT

Provide project management, construction management/engineering, and inspection services including construction observation and contract administration for the City of Reedley Wastewater Trunk Line Upsize Along Olson Ave to WWTP & Headworks Improvement Project (Plans and Special Provisions dated August 2023). The project includes repairing and upsizing approximately 2,103 linear feet of pipeline along Olson Avenue and improvements to the existing headworks at the WWTP.

NV5 shall furnish a licensed Civil Engineer as Construction Manager/Resident Engineer during the contract period. NV5 will also provide field inspection services and support staff, as needed, during the course of the construction.

The NV5 Resident Engineer will oversee the construction inspectors and major contract items such as construction change orders and claims.

The Resident Engineer shall be responsible for coordination with the City of Reedley and shall act as the key point of contact with the City. The Resident Engineer shall also be responsible for coordination of the Construction Management staff and will oversee the daily interaction with the Contractor, the City, and other public agencies.

NV5 shall complete the following contract administrative services.

Task 1: Pre-Construction & Bid Services

Review Project Documents & Perform Constructability Review

During the bid advertising period, the NV5 Team will perform a constructability review of all contract documents including the plans, specifications, engineer's estimate, schedule, RE pending file, Environmental Impact Report and Geotechnical Report. In doing so, we will look for ambiguities, omissions, and constructability issues. We will identify crucial aspects such as measurement and payment clauses, lane closure charts, staging details, and submittal review times. Upon our completion, we will meet with the City and the Designer to; discuss the review comments; vet possible revisions, additions and/or deletions; and recommend any possible addenda and/or contract change orders.

Bid Support and Evaluation

The NV5 Team will assist the City throughout the bidding process. We will help the City craft appropriate responses to bidder inquiries as well as assist with bid review.

Kick-Off Meeting

The NV5 Team will attend a meeting with the City and the Designer to discuss the design, bid schedule, and to coordinate responsibilities of the team. Other topics of the meeting will include contract administration procedures, submittal management, review times, procedures for change order concurrence, and general lines of communication between the parties.

Pre-Construction Meeting

The NV5 Team will hold a pre-construction conference with the construction contractor, the City, the Designer, and other stakeholders after contract approval and before start of work to review the project and discuss coordination efforts. This meeting will be used to establish managerial and administrative procedures with the contractor to ensure efficient startup and execution of the project. If not already completed, we will coordinate the distribution of the contract documents and clarifications to the contractor. We will prepare and distribute an agenda and will keep and circulate meeting minutes.

Task 2: Construction Services

Project Coordination and Correspondence

Interaction with City Staff

The NV5 Team will assist as a liaison between stakeholders to provide effective and timely communications and resolutions. We will be the main point of contact to coordinate the work of the contractor with the responsibilities of the construction management team. To assist the project team in serving this role, our key personnel will utilize onsite personal computers networked via the internet to the City project manager, the Designer, construction management field offices, and appropriate agencies via the internet.

Progress Meetings

The NV5 Team will hold weekly progress meetings with the contractor, their appropriate subcontractors and the City to review construction progress. Monthly meetings, to specifically discuss scheduling, will also be held to identify work completed and activities for the coming month. We will keep and distribute minutes of the meetings that assign action items and responsibilities and document project trends.

Public Outreach

Working with the City, the NV5 Team will be the first point-of-contact for your project and will take the lead in responding to comments and complaints relating to construction activities from adjacent property owners, business owners, residents, community groups, and other interested parties. The objective is to achieve consensus, or alternatively, acceptance between affected or interested parties and the City, while informing them of the project progress and upcoming operations.

Task 2.2: Project Administration and Documentation

Document Control

When performing construction management activities, an area of importance that cannot be overemphasized is Document Control. Effective control of a construction project cannot be maintained without paperwork to inform, change, expedite, and provide a permanent record. The NV5 Team will oversee all document control and assist the City in maintaining all project files. All contract files will be kept in accordance with Caltrans requirements. Contract files will be kept current at the Resident Engineer's office at all times.

Schedule Review

The NV5 Team will assist the City in reviewing the contractor schedule for accuracy.

Statement of Working Days

The NV5 Team will prepare a record of weather conditions, controlling item(s), and the status of working days remaining on a weekly basis. A copy will be sent to the contractor to allow him an opportunity to dispute the statement.

Submittal Management

The NV5 Team will help the City manage the contractor's submittals during construction. The status of submittals will be accounted for in the submittal log. We will review submittals if requested by the City and/or forward them to the Designer. If necessary, the NV5 Team will conduct meetings with the contractor and reviewing parties to discuss and resolve issues. A short list of expected submittals includes:

- Construction Schedule & Updates
- Traffic Control Plans
- SWPPP
- Sewer Pipe Materials
- Sewer Mechanical Systems
- Concrete Mix Designs
- HMA Job Mix Formulas (JMFs)
- Electrical Submittals

Request for Information Management

The NV5 Team provide guidance on requested design clarifications during construction. The status of RFIs will be accounted for in the RFI log. All clarifications are to be presented in writing by the contractor. We will help the City respond when appropriate. RFIs which might impact the design intent will be submitted to the Designer. If necessary, NV5 will attend meetings with the contractor and other parties to discuss and resolve requests for information.

Change Order Management & Cost Control

Evaluation and negotiation of contract change orders (CCOs) are among the most important functions of the construction management team. A quick and accurate evaluation can help keep the project on schedule and avoid contractor claims. Prior to requesting City approval, all contract change orders will be evaluated by the NV5 Team. The review will include:

- Keeping the City project manager informed on status of all CCOs;
- Maintaining a log of proposed CCOs, indicating action dates and status;
- Determining if the condition is actually a changed condition and documenting rationale;
- Coordinating with the City and the Designer regarding impacts on the design;
- Evaluating contractor's CCO cost estimate and schedule impacts, negotiating as required;
- Accurately documenting labor, equipment and materials used on force account work;
- Preparing CCO documentation for City and contractor signatures;
- Processing and incorporating the CCO into the progress payment breakdown.

Monthly Payment Review

The NV5 Team will review applications for payment with the City and contractor and assist in negotiating any differences between the amount requested and the engineer's estimate for work completed. The estimate will include a systematic determination of the quantities of work completed and their values. Information from the construction management team's field data will include measurements of bid items on the project cost breakdowns. This data will be used to assist with determining the monthly progress payments. Payments will be processed through the City project manager.

Permit Compliance

NV5 will ensure compliance with measures of the project's environment permits and Storm Water Pollution Prevention Plan (SWPPP) by monitoring and inspecting the project site on a regular basis. Throughout construction, NV5 staff will monitor the site to ensure project proponents are complying with all permit measures and will coordinate with the Resident Engineer to remediate any potential noncompliance. At project completion, NV5 will coordinate with the contractor and City to issue the SWPPP Notice of Termination (NOT) and any other permit closeout requirements.

Labor Compliance

The NV5 Team shall assist the City with labor compliance by receiving and logging certified payrolls and any other labor documentation that is submitted by the contractor and subcontractors. Copies of the contractor's certified payrolls along with copies of our daily diaries showing names of contractor's or subcontractor's personnel on the site along with the number of hours worked each day will be provided to the City for its comprehensive labor compliance review as necessary. Additionally, periodic information provided by the contractor or subcontractors, such as a fringe benefits statement, will also be logged and filed. If required, the NV5 Team will track, collect, and review the contractor's DBE reports for compliance with the stated goals.

Claims Management

The NV5 Team will take the lead in the resolution of any contract claims for the project during the construction contract period. We will keep current logs of Potential Claim Records, and will prepare documents and supporting evidence regarding claims. Information on each individual Potential Claim Records will be kept separately in the project files. Documentation and arguments will also be assembled into a report and submitted to the City for review and use. The NV5 Team will be available to provide additional claims resolution support if further action is required. Claims resolution work, if any, is typically handled in the post construction services and will be performed as an extra work item because the amount of work cannot be determined ahead of time.

Task 2.3: Construction Observation, Inspection and Testing

Several forms of documentation and correspondence will be used during this project. The NV5 Team will use records, such as videotaping and still photographs (in electronic format), to document existing conditions, major features, and construction progress. In addition to the forms required by the City, we will keep and submit daily diaries. The resident engineer will review these diaries and summarize the information in the monthly status report.

Field Inspection

The construction management team serves as the front line of quality assurance of the contractor's work and as the eyes and ears to identify potential problems such as utility conflicts, schedule issues, and design ambiguities, before they occur. Primary inspection services will be provided by NV5 and will include the following:

- Provide day-to-day written inspection reports on all activities performed by the contractor;
- Determine if work complies with contract documents, City standards, and project permits and approve/reject work accordingly;
- Document work performed, manpower, and extra work through daily diaries;
- Verify the contractor is implementing safety plan and safe practices in accordance with OSHA regulations.
- Manage Quality Assurance material testing with the laboratories and coordinate corrective measures as required for failing materials;
- Identify any potential flaws in the constructed product and provide feedback on proposed remedial action from the contractor;
- Perform quantity calculations based on completed work for Progress Payments;
- Take progress photos of the work and field conditions;
- Prepare punch list and update as-built records as the work progresses;
- Monitor traffic detours/lane closures and verify that they are opened in a timely manner.

Material Testing

NV5's subconsultant, RMA Geoscience, will perform material sampling and testing services in accordance with the project specifications and the City's Quality Assurance Plan. Material sampling and testing will include:

- Periodic field moisture & density testing of the sewer trench backfill;
- Periodic field moisture & density testing of the roadway subgrade;
- Periodic field moisture & density testing of the roadway aggregate base;
- Periodic materials sampling and testing for the HMA pavement;
- Periodic materials sampling and testing for Portland cement concrete (PCC).

NV5's CM Team will receive, log, and file all test reports in accordance with Caltrans procedures.

Surveying and Construction Staking

NV5 will manage and provide all survey staking services with our sub consultant California Construction Surveying (CCS) as necessary for the construction of the project. Our Resident Engineer will review the Contractor's survey staking request for completeness and schedule survey staking in a timely manner. The survey staking services will be conducted in conformance with Caltrans' Survey Manual, Section 12, Construction Surveys.

Task 3: Post-Construction and Project Closeout Services

Assist with Final Inspection & Issue Notice of Completion

The Resident Engineer and Inspector will walk the full length of the project to document any unfinished, damaged, or non-compliant work. The findings of this inspection, along with input from the City, the designer, and other affected agencies, will be documented in a project punch list which will be formally transmitted to the contractor. Upon satisfactory completion of all elements of construction and deliverables, the City will submit a Notice of Final Completion to the contractor, thus relieving them from further maintenance. Upon issuance of final acceptance, the City will receive the contractor's warranty letter; NV5 will review it for compliance with the contract documents, and provide feedback to the City.

Prepare and Recommend Final Payment Request

After acceptance, the NV5 Team will prepare a proposed final estimate (PFE) to allow the contractor to make exceptions to the final amount of compensation. Prior to submitting the PFE, we will meet with the contractor to attempt to agree on final payment for all contract items and change orders. If the contractor still objects to the PFE, we will assist the City in negotiating final settlement with the contractor and process the final estimate.

Review and Submit As-Builts

At the Project's completion, the NV5 Team will receive the contractor's prepared as-built drawings and perform a final review for completion against our record drawings. Final as-built drawings will be submitted to the City and the Designer for final processing.

Prepare Final Reports

Following the completion of work, the NV5 Team will assist the City with completing the necessary final reports as indicated in Chapter 17 "Project Completion" of the Caltrans Local Assistance Procedures Manual.

Deliver Project Files

Project files will be maintained in hard copy and electronic formats. The hard copy files will be packaged in accordance with the Caltrans Construction Manual procedures and delivered to the City.

COMPLETION SCHEDULE

NV5 shall be bound by the requirements of the Agreement from the start of project management and inspection services commencing in October of 2023 until conclusion of post-construction services. It is understood that this agreement is based on the assumption that construction will commence in October or November 2023 and will have no more than 180 calendar days. Time extensions (including weather delays) may result in the need for additional CM services. Overtime, weekend, and holiday work are not anticipated and therefore not included.

In the event that the City Project Manager requires additional Construction Management services above the value established in the attached fee estimate; or the Construction Contract duration exceeds the working days listed above, NV5 will remain onsite and provide continuous Construction Management services. However, these services shall be considered as additional services, are above and beyond the scope and fee estimate of this contract, and shall be paid on a cost plus fixed fee basis as set forth by the appropriate hourly wages, mark-up, and profit shown in the attached fee estimate. In addition, should the City request additional services not included in the contract, NV5 can provide those services. They shall also be considered as additional services, to be paid on a cost plus fixed fee basis.

FEE SCHEDULE

Compensation to provide Construction Management services required for the construction inspection and administration for the subject construction project as detailed in this Agreement, for the time periods discussed in the previous section throughout the duration of the contract, shall be on a time and materials basis for the necessary personnel and reimbursables at the rates included herein.

Attachment 1

Staffing Plan & Fee Proposal for Project Management and Inspection Services - Olson Avenue Sewer Project
Prepared for the City of Readley

| Name | Kevin Reitz, PE | Kramer Walker, PE | Kelton Walker, EIT | Nick Lough | TBD | NMA Geotechnical Materials Testing | California Construction Surveying (DBE) | TOTAL COST |
|--|-----------------|-------------------|----------------------------------|---------------|-----------------------|------------------------------------|---|--------------|
| Classification | Project Manager | Resident Engineer | Assistant E.I. / Office Engineer | Inspector (I) | Alabama Inspector (I) | | | |
| Actual Hourly Rate | \$172.48 | \$106.01 | \$44.75 | \$75.44 | \$40.00 | | | |
| Overhead Fee (10%) | 18.87% | 12.66% | 1.888% | 13.858% | 1.888% | | | |
| Net Hourly Rate | \$16.029 | \$10.079 | \$10.699 | \$19.09% | \$19.09% | | | |
| Hourly Billing Rate (1) | \$316.16 | \$275.88 | \$126.87 | \$196.32 | \$204.18 | | | |
| Contract Excavation Fee (8) | 5.00% | | 5.00% | 5.00% | 5.00% | | | |
| TASK 1: PRECONSTRUCTION SERVICES | | | | | | | | |
| Contract Coordination Meeting | | | | | | | | |
| Review Project Documents | | | | | | | | |
| Prepare Construction Management Plan | | | | | | | | |
| Submit and Obtain Permits | 2 | 2 | 2 | 2 | 2 | | | |
| Review and Respond to Excavation | 8 | 8 | 8 | 8 | 8 | | | |
| Review Regulatory Permits | 4 | 4 | 4 | 4 | 4 | | | |
| Review Initial Project Construction Schedule | 8 | 8 | 8 | 8 | 8 | | | |
| Review SWPPP | 8 | 8 | 8 | 8 | 8 | | | |
| Review Traffic Control Plan | 8 | 8 | 8 | 8 | 8 | | | |
| Review Construction Methods | 8 | 8 | 8 | 8 | 8 | | | |
| Final Pre-Construction Meeting | 2 | 2 | 2 | 2 | 2 | | | |
| Mean Hour Total | 2 | 80 | 20 | 16 | 16 | | | |
| Total Fees | \$632.33 | \$22,070.26 | \$2,537.32 | \$1,144.18 | \$0.00 | | \$0.00 | \$28,384.99 |
| TASK 2: CONSTRUCTION MANAGEMENT SERVICES DURING CONSTRUCTION | | | | | | | | |
| Task 2.1 Project Coordination and Correspondence | | | | | | | | |
| Interaction with City Staff, Designer, and Utilities | 16 | 64 | 40 | | | | | |
| Public Outreach | 24 | 24 | 16 | | | | | |
| Project Oversight | 40 | 40 | 24 | | | | | |
| Task 2.2 Project Administration and Documentation | | | | | | | | |
| Document Control | | | | | | | | |
| Schedule Update Review | 32 | 32 | 20 | | | | | |
| Material Schedule Review | 40 | 40 | 8 | | | | | |
| Request for Proposals Management | 24 | 24 | 16 | | | | | |
| Contract Administration | 20 | 20 | 8 | | | | | |
| Monthly Payment Review & Cost Control | 20 | 20 | 8 | | | | | |
| Permit Compliance | 16 | 16 | 8 | | | | | |
| Job Compliance | 8 | 8 | 4 | | | | | |
| Costs Management | 20 | 20 | 4 | | | | | |
| Task 2.3 Construction Services/Inspection Services | | | | | | | | |
| Environmental & Storm Water Pollution Prevention Plan (SWPPP) Monitoring | 40 | 40 | 20 | 1000 | 10 | | | |
| Material Testing | 10 | 10 | 8 | 20 | 20 | | | |
| Surveying and Construction Staking | 10 | 10 | 8 | 10 | 10 | | | |
| Surveying and Construction Staking | 10 | 10 | 8 | 10 | 10 | | | |
| Mean Hour Total | 16 | 416 | 260 | 1040 | 10 | | | |
| Total Fees | \$5,058.61 | \$114,765.37 | \$32,881.17 | \$204,178.49 | \$2,081.90 | | \$20,000.00 | \$409,087.54 |
| TASK 3: POST CONSTRUCTION & PROJECT CLOSEOUT SERVICES | | | | | | | | |
| Final Report & Construction Closeout | | | | | | | | |
| Prepare & Submit Final Project Request | 16 | 16 | 4 | 8 | 8 | | | |
| Review & Submit As-Built | 8 | 8 | 6 | 8 | 8 | | | |
| Prepare Final Reports | 2 | 2 | 2 | 2 | 2 | | | |
| Other Project Fees | | | | | | | | |
| Mean Hour Total | 2 | 40 | 20 | 16 | 0 | | | |
| Total Fees | \$612.33 | \$11,015.13 | \$2,537.32 | \$3,141.18 | \$0.00 | | \$0.00 | \$17,245.96 |
| Mean Hour Total Tasks 1 - 3 | 20 | 536 | 300 | 1072 | 10 | | | |
| Total Fees Tasks 1 - 3 | \$6,323.96 | \$147,870.77 | \$30,059.81 | \$210,458.84 | \$2,081.90 | | \$20,000.00 | \$454,764.59 |
| Escalation Estimate (E): | | | | | | | | |
| Per Year Escalation | 25% | 25% | 25% | 25% | 25% | | | |
| Total Escalation | \$73.04 | \$1,848.26 | \$473.75 | \$2,820.74 | \$26.02 | | | |
| Other Direct Costs | | | | | | | | |
| Per Diem (\$120 per day) - # of Days TBD | | | | | | | | \$5,000.00 |
| Field Supplies | | | | | | | | \$1,000.00 |
| Proposed Total | | | | | | | | \$465,564.52 |

- Notes and Assumptions:**
1. NWS employee hourly rates include project-related overhead, profit, safety equipment, vehicles, laptops, and cell phones.
 2. Cost proposal is based on 8-hour work days according to the California 8-Hour Working Calendar.
 3. Overtime, weekend, and holiday work is not included. Overtime hours will be paid in accordance with applicable labor law and prevailing wage rates, and are above and beyond the scope and line of this estimate.
 4. All work is assumed to be performed during the construction phase of the project being completed within 180 calendar days.
 5. The cost estimate is based on the construction phase of the project being completed within 180 calendar days.
 6. The estimate is based on the specific scope of work described for the REEDLEY WASTEWATER TREATMENT PLANT UPRSIZE ALONG OLSON AVE TO WWTP & HEADWORKS IMPROVEMENT project.
 7. Classifications requiring prevailing wages are subject to the provisions set forth in the latest DIR determination.
 8. An escalation fee of 5.0% will be applicable for work completed after 03/31/2023.



REEDLEY CITY COUNCIL

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

ITEM NO: 9

DATE: October 10, 2023

TITLE: ADOPT RESOLUTION NO. 2023-079 GRANTING AUTHORITY TO THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE REEDLEY WASTEWATER TRUNK LINE UPSIZE ALONG OLSON AVENUE TO WASTEWATER TREATMENT PLANT AND HEADWORKS IMPROVEMENT PROJECT

PREPARED: Linda Xiong *LX*
Assistant Engineer

SUBMITTED: Marilu S. Morales, P.E. *mm*
City Engineer

APPROVED: Nicole Zieba *NZ*
City Manager

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2023-079 granting the City Manager or her designee authorization to enter into a professional services agreement with NV5, Inc. for construction management services for the Wastewater Trunk Line Upsize along Olson Avenue to Waste Water Treatment Plant (WWTP) and Headworks Improvement Project.

EXECUTIVE SUMMARY

The Wastewater Trunk Line Upsize along Olson Avenue to WWTP and Headworks Improvement (Project) is located on Olson Avenue between Reed Avenue and the WWTP and includes the repairing and upsizing of approximately 2,103 linear feet of sewer pipeline and improvements to the existing headworks at the WWTP. The construction manager will oversee the daily construction activities and ensure that the project is constructed as seamlessly as possible with minimal impact on residents, pedestrians, businesses, and waste management services. They will also be providing materials testing and construction surveying via sub-consultants.

The City requested proposals for construction management services from consulting firms in September of 2023 and received a response from three interested firms. After reviewing the proposals, NV5, Inc. was selected as the most qualified and responsive for the Project. The construction management services will be performed for a fee to be administered on a time and materials basis not to exceed \$465,854.52.

BACKGROUND

In September 2023, a Request for Cost Proposals (RFP) for the Construction Management/Inspection Services for the Project was released for approximately two weeks. After reviewing the proposals, NV5, Inc. was selected as the most qualified and responsive for the Project.

The construction management firm will oversee the daily operations and ensure that the project construction runs smoothly and there is minimal impact on the residents, pedestrians, businesses, and waste management services. This agreement includes services for project management, inspections, materials testing, construction surveying, project administration, submittal review, record keeping and documentation, managing project schedule, labor compliance, and public outreach.

PRIOR COUNCIL ACTIONS

Resolution 2021-124 authorized the City Manager to execute an agreement with the State Water Resources Control Board for the City of Reedley's Wastewater Trunkline Upsizing Along Olson to WWTP Project, contributing \$2,800,000.00 in State Funding.

FISCAL IMPACT

Funding for this scope of the Project has been incorporated into the funding requested of the Council with Budget Amendment 2023-077.

ATTACHMENTS

1. Resolution No. 2023-079
2. NV5, Inc. – Draft Professional Services Agreement
3. NV5, Inc. – Proposal

RESOLUTION NO. 2023-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY GRANTING AUTHORITY TO THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE REEDLEY WASTEWATER TRUNK LINE UPSIZE ALONG OLSON AVENUE TO WASTEWATER TREATMENT PLANT AND HEADWORKS IMPROVEMENT PROJECT

WHEREAS, the City of Reedley issued a Request for Proposals for the Reedley Wastewater Trunk Line Upsize along Olson Avenue to Wastewater Treatment Plant and Headworks Improvement Project; and

WHEREAS, the City received and reviewed three responses from qualified construction management firms; and

WHEREAS, NV5, Inc. was selected to perform construction management services for the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Reedley, using their independent judgment, hereby approves Resolution No. 2023-079 based on the following:

1. The above recitals are true and correct;
2. That the City Council grants authority to the City Manager, or her designee, to sign and execute a professional services agreement with NV5, Inc.
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 forgoing resolution is hereby approved at a regular meeting of the City Council of the City of Reedley held on the 10th day of October 2023, by the following vote:

AYES: Byers, Fast, Friesen, Tuttle, Betancourt.

NOES: None.

ABSTAIN: None.

ABSENT: None.


Anita Betancourt, Mayor

ATTEST:


Ruthie Greenwood, City Clerk

