

**ALL CELL PHONES AND ELECTRONIC DEVICES MUST BE  
TURNED OFF**

**A G E N D A  
REEDLEY CITY COUNCIL MEETING**

**7:00 P.M.**

**TUESDAY, October 11, 2022**

**Meeting Held in the Reedley Community Center-Senior Room  
100 N. East Ave, Reedley, California  
[www.reedley.ca.gov](http://www.reedley.ca.gov)**

The Community Center is accessible to the physically disabled. Requests for additional accommodations for the disabled, including auxiliary aids or to request translation services, should be made 48 hours prior to the meeting by contacting the City Clerk at 637-4200 ext. 212.

Any document that is a public record and provided to a majority of the City Council regarding an open session item on the agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such documents may be posted on the City's website.

Unless otherwise required by law to be accepted by the City at or prior to a Council meeting or hearing, no documents shall be accepted for Council review unless they are first submitted to the City Clerk by the close of business one day prior to said Council meeting/hearing at which the Council will consider the item to which the documents relate, pursuant to the adopted City Council Protocols.

**The meeting will be webcast and accessed at: <http://www.reedley.com/livestream.php>**

**\*PLEASE SEE LAST PAGE OF AGENDA FOR ZOOM PARTICIPATION INSTRUCTIONS\***

Mary L. Fast, Mayor

Anita Betancourt, Mayor Pro Tem  
Ray Soleno, Council Member

Suzanne Byers, Council Member  
Matthew Tuttle, Council Member

**MEETING CALLED TO ORDER**

**INVOCATION-** Paul Melikian, Assistant City Manager

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

**PRESENTATION**

1. RECOGNITION TO REEDLEY LIONS CLUB FOR 100 YEARS OF SERVICE
2. RED RIBBON PROCLAMATION – Community Services

3. CITY OF REEDLEY LIFE SAVING AWARD PRESENTATION TO GEORGE JASSO

**PUBLIC COMMENT** – Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council’s jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu. Concerns or complaints will be referred to the City Manager’s office. Speakers should limit their comments to not more than three (3) minutes. No more than ten (10) minutes per issue will be allowed. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the Council as each item is brought up for discussion.

**NOTICE TO PUBLIC**

**CONSENT AGENDA** items are considered routine and a recommended action for each item is included, and will be voted upon as one item. If a Councilmember has questions, requests additional information, or wishes to comment on an item, the vote should not be taken until after questions have been addressed or comments made, and the public has had an opportunity to comment on the **Consent Agenda** items. If a Councilmember wishes to have an item considered individually or change the recommended action, then the item should be removed and acted upon as a separate item. A Councilmember’s vote in favor of the **Consent Agenda** is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of the **Consent Agenda** are deemed to include a motion to waive the full reading of any ordinance on the **Consent Agenda**. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered **Consent** items.

**CONSENT AGENDA (Item 4-6)**

**Motion** \_\_\_\_\_ **2<sup>nd</sup>** \_\_\_\_\_

- 4. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF SEPTEMBER 27, 2022 - (City Clerk)  
Staff Recommendation: Approve
- 5. RATIFY THE AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE GIANTS COMMUNITY FUND ALLOWING THE CITY OF REEDLEY TO PROVIDE THE JR. GIANTS BASEBALL PROGRAM FOR THE 2023 SEASON-(Community Services Department)  
Staff Recommendation: Approve
- 6. ADOPT RESOLUTION NO. 2022-084 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 ALLEY PAVING 2020 PROJECT-(Engineering)  
Staff Recommendation: Approve

**PUBLIC HEARING**

- 7. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2022-005, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING REZONE APPLICATION NO. 2022-01 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY TO REZONE A PARCEL

LOCATED AT 1800 8<sup>TH</sup> STREET- Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Community Development)  
Staff Recommendation: Approve

## WORKSHOP

8. DISCUSSION REGARDING PARKLETS – (Community Development)

## RECEIVE INFORMATION & REPORTS

*These items are formal transmittals of information to the Reedley City Council. They are not voted upon by the Reedley City Council. Members of the public who have questions on these items are suggested to call City staff members during regular business hours.*

9. RECEIVE, REVIEW, AND FILE THE 2021-22 FISCAL YEAR ANNUAL DEVELOPMENT IMPACT FEE REPORT-Administrative Services

## COUNCIL REPORTS

10. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

## STAFF REPORTS

11. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

## ADJOURNMENT

*I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing revised agenda was posted in accordance with the applicable legal requirements. Dated this 6th day of October 2022.*



Ruthie Greenwood, City Clerk

### Zoom Participation:

The City Council is encouraging members of the public to observe and participate in the meeting virtually. Reasonable efforts will be made to allow written and verbal comments from participants communicating with the host of the virtual meeting. To do so, participants may “raise their hand” during public comment portions of the meeting using the electronic feature on the zoom program, and the City Clerk will inform the Mayor of the participant’s desire to provide public comment. Due to the new, untested format of these meetings, the City cannot guarantee that participants who wish to provide public comment, either in writing or verbally, will occur as expected. The “chat” feature on Zoom will not be monitored or used during the meeting.

Members of the public who wish to provide written comments are encouraged to submit their comments to the City Clerk at [ruthie.greenwood@reedley.ca.gov](mailto:ruthie.greenwood@reedley.ca.gov) at close of one business day prior to the start of the meeting to ensure that the comments will be available to the City Council. Please indicate the agenda item number to which the comment pertains. Written comments that do not specify a particular agenda item will be marked for the general public comment portion of the meeting. A copy of any written comment will be provided to the City Council at the meeting. Please note that written comments received will not be read aloud during the meeting, but will be included with the meeting minutes.

PROCLAMATION  
of the  
CITY OF REEDLEY

#1

WHEREAS: The Reedley Lions club is a member of Lions Clubs International, the world's largest service club organization with 1.4 million members in 46,000 clubs in more than 200 countries and geographical areas across the globe; and

WHEREAS: The Lions Club mission is "To empower Lions clubs, volunteers, and partners to improve health and well-being, strengthen communities, and support those in need through humanitarian services and grants that impact lives globally, and encourage peace and international understanding"; and

WHEREAS: The Reedley Lions Club was established in 1922, making it one of Reedley's oldest service clubs at 100 years old this year; and

WHEREAS: The Reedley Lions Club has been a champion in helping combat vision impairment and blindness. They also assist in providing medical care and education to help prevent hearing loss; and

WHEREAS: The Reedley Lions Club holds two major local events each year to help fund this important work: White Cane Day in October to raise money to assist local students in need of eye exams, glasses, and other eye issues; and the Blossom Trail Bike Ride in March to support student scholarships, support the Leo clubs at schools, Boys & Girls Scouts, diabetes care, and other worthy causes.

NOW, THEREFORE, I, Mary L. Fast, Mayor of the City of Reedley, in recognition of the important milestone of one hundred years of service to the Reedley community, do here by proclaim the City's appreciation to the Reedley Lions Club on their Centennial Celebration.

DATE: October 11, 2022

  
Mary L. Fast, Mayor of the City of Reedley

PROCLAMATION  
Of the  
CITY OF REEDLEY

#2

WHEREAS: Alcohol and other drug abuse has reached pandemic stages in California and throughout the United States; and

WHEREAS: It is imperative that community members launch unified and visible tobacco, alcohol, and other drug prevention education programs and activities to eliminate the demand for these substances; and

WHEREAS: Californians for Drug Free Youth, Inc., coordinates the California Red Ribbon Celebration in cooperation with the National Federation of Parents to offer our citizens the opportunity to demonstrate their commitment to healthy, drug-free lifestyles; and

WHEREAS: The Red Ribbon Celebration will be observed across America during "RED RIBBON WEEK," October 23<sup>rd</sup>-31<sup>st</sup>, 2022

WHEREAS: Parents, youth, government, business, law enforcement, schools, religious institutions, service organizations, social services, health services, media and the general public will demonstrate their commitment to drug-free communities by wearing and displaying red ribbons during this week-long celebration; and

WHEREAS: We recognize and commend the contributions made by the Kings Canyon Unified School District, Reedley Police Department, California Health Collaborative, and the City of Reedley Community Services Department.

WHEREAS: The Community of Reedley further commits its resources to ensure the success of the RED RIBBON CELEBRATION.

NOW, THEREFORE, I, Mary Fast, Mayor of the City of Reedley, do hereby proclaim

**OCTOBER 23<sup>rd</sup> – 31<sup>st</sup>, 2022 as RED RIBBON WEEK**

in the City of Reedley and encourage all citizens to participate in tobacco, alcohol and other drug prevention programs and activities, making a visible statement and commitment to healthy, drug-free communities in which to raise a generation of drug-free youth; and

BE IT FURTHER PROCLAIMED that the City Council of the City of Reedley encourages all community members to pledge: "NO USE OF ILLEGAL DRUGS AND NO ILLEGAL USE OF LEGAL DRUGS!"

DATE: October 11, 2022

  
\_\_\_\_\_  
Mary Fast, Mayor of the City of Reedley

**REEDLEY CITY COUNCIL MEETING – September 27, 2022**

A complete audio record of the minutes is available at [www.reedley.ca.gov](http://www.reedley.ca.gov)

The meeting of Reedley City Council called to order by Mayor Fast at 7:00 p.m. on Tuesday, September 27, 2022 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

**INVOCATION** – Veronica Burns, Reedley Police Department Chaplain

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Tuttle

**ROLL CALL**

Council Members

Present: Anita Betancourt, Ray Soleno, Matthew Tuttle, Mary Fast

Absent: None.

**AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

Council Member Betancourt motioned, Council Member Soleno seconded to accept and approve agenda.

Motion unanimously **carried**.

**PRESENTATION**

1. RECOGNITION TO ROADS AND GROUNDS SUPERVISOR CHRIS TAMEZ. Council and Staff thanked Mr. Tamez for his many years of service to Reedley.
2. INTRODUCTION OF NEW STAFF ASSISTANT Public Works Director, Russ Robertson introduced Staff Assistant Jenny Reyes. Council welcomed Ms. Reyes to the City of Reedley.
3. INTRODUCTION OF NEW RECREATION COORDINATORS AND STAFF ASSISTANT Recreation Supervisor, Madison Mitchell introduced the two Recreation Coordinators and new Staff Assistant who will be working at the Community Services Department.

**PUBLIC COMMENT**

Brenda Aguirre shared her concerns about new town homes that might be coming into Reedley.

Adrian Agabo reiterated he shared the same concern as Ms. Aguirre and would like more information about the future project.

Maria Velazquez shared her concerns about the future project.

Maria Pineda stated that she is also concerned about the future project.

**ADMINISTRATIVE BUSINESS-COUNCIL ORGANIZATION**

4. ACTION TO FILL VACANT DISTRICT 3 CITY COUNCIL SEAT
  - A. ADOPT RESOLUTION NO. 2022-079 APPOINTING SUZANNE M. BYERS TO FILL THE VACANT CITY COUNCIL DISTRICT 3 SEAT
  - B. CONFIRMATION OF ACCEPTANCE TO POSITION OF MAYOR PRO TEMPORE BY ANITA BETANCOURT, DISTRICT 5
  - C. CONFIRMATION OF MAYOR PRO TEMPORE’S APPOINTMENT TO FRESNO COUNCIL OF GOVERNMENTS POSITION-COG ALTERNATE BOARD MEMBER

**REEDLEY CITY COUNCIL MEETING – September 27, 2022**

D. ADMINISTRATION OF OATH OF OFFICE TO SUZANNE M. BYERS

Mayor Fast opened the item up for public comment and council comment. After receiving no comment, Council Member Betancourt moved to accept Suzanne Byers as a new Council Member. Council Soleno seconded to accept, and ACTION TO FILL VACANT DISTRICT 3 CITY COUNCIL SEAT

A. ADOPT RESOLUTION NO. 2022-079 APPOINTING SUZANNE M. BYERS TO FILL THE VACANT CITY COUNCIL DISTRICT 3 SEAT

Motion unanimously **carried**.

Council Member Soleno moved to approve item B and C, Council Member Tuttle seconded to accept, and

B. CONFIRMATION OF ACCEPTANCE TO POSITION OF MAYOR PRO TEMPORE BY ANITA BETANCOURT, DISTRICT 5

C. CONFIRMATION OF MAYOR PRO TEMPORE’S APPOINTMENT TO FRESNO COUNCIL OF GOVERNMENTS POSITION-COG ALTERNATE BOARD MEMBER

Motion unanimously **carried**.

D. ADMINISTRATION OF OATH OF OFFICE TO SUZANNE M. BYERS

City Clerk administered the Oath of Office to Ms. Byers.

**CONSENT AGENDA (Items 5-8)**

Council Member Tuttle asked for item 6 and 8 to be removed, Mayor Fast requested item 7 also be removed.

Council Member Tuttle said on item 6 he had questions regarding Fresno Street Eats coming to Reedley on a regular basis. Community Development Director, Rodney Horton answered Council Member Tuttle’s questions.

Mayor Fast said on item 7 she would like clarification on how much money the City of Reedley would be receiving and how many staff members would be added with the funds. City Manager, Nicole Zieba answered Mayor Fast’s questions.

Council Member Tuttle asked to discuss item 8 prior to the vote. Council Member Tuttle inquired regarding the timeline of the proposed traffic signal and if it would be possible to get Reedley College entrance to line up with Parlier Avenue to have a complete four directional traffic signal. City Engineer, Marilu Morales explained since the City is working with Reedley College for the proposed traffic signal they want the signal at the start of the college and would not be able to have the signal at Parlier Avenue.

Council Member Betancourt moved, Council Member Soleno seconded to accept, approve and adopt all items listed under the **CONSENT AGENDA**.

- 5. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF SEPTEMBER 13, 2022 – *Approved*
- 6. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN FRESNO STREET EATS AND THE CITY OF REEDLEY TO OFFER RECURRING FOOD TRUCK EVENTS WITHIN PIONEER PARK. –*Approved*
- 7. APPROVE THE FOLLOWING ACTIONS TO FUND THE 2022-23 EXPANDED LEARNING PROGRAMS AT T L REED AND WASHINGTON SCHOOL SITES:
  - A. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AMENDMENT 1 TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD)

## REEDLEY CITY COUNCIL MEETING – September 27, 2022

- B. ADOPT RESOLUTION 2022-082 AMENDING THE 2022-23 ADOPTED BUDGET APPROPRIATING \$428,052 IN THE GENERAL FUND TO COVER COSTS ASSOCIATED WITH THE EXPANDED LEARNING PROGRAM (ELP)

*–Approved*

8. CONSIDER THE FOLLOWING ITEMS (A), (B) AND (C) FOR A TRAFFIC SIGNAL ON REED AVENUE AND THE NORTHERNMOST ENTRANCE TO REEDLEY COLLEGE
- A. AUTHORIZE THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH KINGS CANYON UNIFIED SCHOOL DISTRICT FOR THE TRAFFIC SIGNAL
  - B. AUTHORIZE THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH REEDLEY COLLEGE AND/OR STATE CENTER COMMUNITY COLLEGE DISTRICT FOR THE TRAFFIC SIGNAL AND MAKE NON-SUBSTANTIVE CHANGES, IF NECESSARY
  - C. ADOPT RESOLUTION NO. 2022-083 AMENDING THE FISCAL YEAR 2022-23 ADOPTED BUDGET APPROPRIATING \$600,000 IN AVAILABLE MEASURE C FLEXIBLE FUNDS FOR THE TRAFFIC SIGNAL

*- Approved*

### PUBLIC HEARING

9. CONDUCT PUBLIC HEARING AND ADOPT RESOLUTION NO. 2022-081 APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT NORTH AVENUE IMPROVEMENTS PROJECT FROM COLUMBIA AVENUE TO HANEY AVENUE

City Engineer, Marilu Morales explained a requirement of the Community Development Block Grant program application is to conduct a public hearing to select and approve eligible projects for construction. Based on input from community member and the eligible area of the program staff recommends that North Avenue improvements from Columbia to Haney Avenue. The project will include grinding existing pavement, including the parking area for Camacho Park. At the conclusion of the project ADA compliant curb ramps and driveway approaches will be installed.

**Public Hearing Opened: 7:47 p.m.**

**Public Hearing Closed: 7:48 p.m.**

Council Member Betancourt moved, Council Member Tuttle seconded to accept, and CONDUCT PUBLIC HEARING AND ADOPT RESOLUTION NO. 2022-081 APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT NORTH AVENUE IMPROVEMENTS PROJECT FROM COLUMBIA AVENUE TO HANEY AVENUE

Motion unanimously **carried**.

### WORKSHOP

10. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM UPDATE

Assistant City Manager, Paul Melikian discussed the history of CalPERS and shared with Council and Staff what the future looks like for the retirement system.

Adrian Agabo inquired if there was going to be any changes made by Council to the public safety retirement system.

City Manager, Nicole Zieba answered Mr. Agabo's questions and explained the item is a workshop item where Council receives an annual update on how California Public Employees Retirement System is doing and there is no proposed changes or action that will be taken on this item. Ms. Zieba explained in the past there was changes made to the retirement system but those decisions were made by the State of California.

### COUNCIL REPORTS

11. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

## REEDLEY CITY COUNCIL MEETING – September 27, 2022

### Mayor Fast

- Discussed the senior prom at the Reedley Senior Center
- Attended a meeting with Mennonite Central Committee and provided a brief update
- Discussed the Upper Kings Water Management Authority meeting and provided an update
- Attended the Lunch Around the World that was hosted at the Community Center
- Mentioned the Good Morning Reedley event hosted by the Reedley Chamber of Commerce

### STAFF REPORTS

#### 12. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

### City Manager, Nicole Zieba

- Discussed the repair work at the gazebo and shared work would be complete by Fiesta
- Mentioned the painting of the water towers and provided an update to the project
- Reminded everyone of the upcoming Reedley Fiesta events
- Discussed upcoming joint meeting with the Planning Commission on October 11 and meeting will start at 6pm and Regular meeting at 7pm

### ADJOURNMENT

Mayor Fast adjourned the regular meeting at 8:28 p.m.

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Mayor Mary Fast

ATTEST:

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Ruthie Greenwood, City Clerk



# REEDLEY CITY COUNCIL

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

ITEM NO: 5

**DATE:** October 11, 2022

**TITLE:** RATIFY THE AUTHORIZATION FOR CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE GIANTS COMMUNITY FUND ALLOWING THE CITY OF REEDLEY TO PROVIDE THE JR. GIANTS BASEBALL PROGRAM FOR THE 2023 SEASON.

**BY:** Madison Mitchell, Community Services Recreation Supervisor *MM*

**SUBMITTED:** Sarah Reid, Community Services Director *SR*

**APPROVED:** Nicole R. Zieba, City Manager *NZ*

## RECOMMENDATION

Ratify the authorization for City Manager to execute an agreement with the Giants Community Fund allowing the City of Reedley to provide the Jr. Giants Baseball Program for the 2023 season.

## EXECUTIVE SUMMARY

Jr. Giants Baseball is a free program offered during the summer months to children ages 5-13. For the 2023 season, the Jr. Giants organization is planning a league from June 12-August 4. A girls' softball division is another option for ages 7-9. The Giants Community Fund provides all needed equipment, uniforms and hats.

Six years ago, the Giants Community Fund started providing one employee to assist City staff with league duties. The City is responsible for the league recruitment, organizing of teams and supervision of the overall program. This responsibility is handled by the Recreation Coordinator.

## BACKGROUND

The Community Services Department has offered the Jr. Giants Program for the past 18 years. The program hasn't changed, but the Giants Community Fund requires that the City enter into an agreement annually. Staff is asking for the approval to continue offering this program.

## FISCAL IMPACT

Staff time is accounted for in the 2022-23 FY Budget.

## ATTACHMENTS

Agreement with Giants Community Fund

# 2023 Junior Giants League Agreement

## 1. Introduction

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**Please note:** You must initial each policy before moving on to the next page. If you have any questions or issues on specific policies in this agreement, please contact your Junior Giants Coordinator/Manager as soon as possible.

If you need to complete the survey in multiple sittings, click "Save and continue later" at the top of the page.

Thank you in advance for your time!

### 1. League

Reedley

### 2. Your organization's full name (to be listed online/printed on fliers)

City of Reedley

### 3. Your name

First : Sarah

Last : Reid

### 4. Your email (you'll receive a copy of your response)

sarah.reid@reedley.ca.gov

### 5. Junior Giants Coordinator/Manager

Nicole Catchatoorian

## 2. Contact Information

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**Please update your contact information for email/phone communication. Your shipping address is where all league shipments will be sent.**

### 6. Commissioner contact information

Name (first and last) : Taylor Cardenas

Office phone number : 559 637-4203

Cell phone number : 559 318-6034

Email address : taylor.cardenas@reedley.ca.gov

**7. Please note that the contact information listed above (except cell phone number) will be posted online if participants have registration questions.**

*If you prefer different contact information to be listed online, please enter it below. If not, you can skip this question.*

### 8. Current league shipping address

**\*Please note: this is where all your materials will be delivered.**

Address : 100 N East Ave

City : Reedley

State : CA

Zip : 93654-3103

**9. Assistant Commissioner contact information**

*If none, you can skip this question.*

Name (first and last) : Sarah Reid  
Office phone number : 559 637-4203  
Cell phone number : 559 360-8657  
Email address : sarah.reid@reedley.ca.gov

**10. Please enter any other contacts you would like included on group emails from the GCF (Commissioner and Assistant Commissioner are already included).**

*If none, you can skip this question.*

	Name	Email
Contact		
Contact		
Contact		

**11. The best way to ensure you have a good Ambassador is to recommend someone you know from your community. Do you have any recommendations of someone who could be an Ambassador in your league next season? We will reach out to them when the application goes live at the end of this year.**

*If not, you can skip this question. If you have more than 1, leave their info in the comments.*

Full name : Jason Barajas  
Email : rosbar30@gmail.com  
Phone : 559 305-1080  
How do you know them? : Works for the City

**Comments:**

**12. Do you have any local contacts who would be interested in running the Junior Giants Schools program through their afterschool program or PE classes in the spring?**

*If not, you can skip this question. If you have more than 1, leave their info in the comments.*

**Comments:**

**3. 2023 Planning**

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13. How many players and teams do you plan on hosting in each of the following divisions?

Please use the suggested projections for your league sent by GCF staff as a starting point.

If you don't plan on hosting a specific division, you can leave it blank or write 0.

We recommend building teams to 15 players per team, so a sample breakdown would be:

T-ball Baseball: 60 players / 4 teams

Minors Baseball: 90 players / 6 teams

Minors Softball: 30 players / 2 teams

Majors Baseball: 60 players / 4 teams

We encourage all leagues to host T-ball, Minors and Majors Baseball as well as Minors Softball at a minimum.

Both Baseball and Softball are coed, but Softball is typically primarily girls.

	# Players	# Teams
T-ball Baseball (5-6 years)	120	8
T-ball Softball (5-6 years)	0	0
Minors Baseball (7-9 years)	90	6
Minors Softball (7-9 years)	30	2
Majors Baseball (10-13 years)	60	4
Majors Softball (10-13 years)	0	0
Seniors Baseball (14-18 years)	0	0
Seniors Softball (14-18 years)	0	0

Comments:

14. Are you planning on running at least one softball division this season?

Yes

15. If you've hosted a softball division in the past, what has gone well? What are your areas of improvement?

*If this is your first year hosting softball, write N/A.*

Staff was excited to receive interest.

16. How can the Giants Community Fund support your softball program to recruit more girls, add more divisions, etc.?

Staff hopes to grow now that the league is being offered. Nothing comes to mind at this time.

#### 4. Recruitment Materials

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##### 17. RECRUITMENT MATERIALS

We will provide printed fliers, PDF fliers and other digital resources (email templates, etc.).

If budget allows, we will also order posters (same design as fliers but larger) and/or vinyl banners (i.e. "Free Junior Giants baseball/softball league- sign up now at gojrgiants.org!")

Which of the following would you like to order?

Printed fliers

18. How many printed fliers would you like to order?

200

19. Contact information to be printed on fliers/posters

Name : Taylor Cardenas

Email : taylor.cardenas@reedley.ca.gov

Phone number (123) 555-1234 : 559 318-6034

20. All fliers/posters will be printed with the following information:

Your agency name  
Sign up online starting April 3!  
League starts mid-June / Ages 5-13 (*will be specific to your league*)  
For questions, please contact:  
Name, email and phone you provided  
In-person registration info and any disclaimers (if applicable)

Please initial below to confirm you understand:

SR

21. Do you have any school district or other disclaimers we should include on your fliers?

No

22. Do you plan on hosting any in-person registration days or offering registration assistance in your office?

Yes

23. Which will you offer?

Ongoing support in our office

24. Please provide details for ongoing registration support in your office.

Example:

Monday - Friday  
9:00 - 5:00 PM  
April 3 - May 31  
Antioch Park & Recreation Office  
123 Main Street, Antioch

**Note:** While we can keep online registration open throughout the season, we recommend ending in-person registration by May 31 so families are motivated to sign up sooner.

Days of the week : Monday-Friday  
Start time (include AM/PM) : 8:00am  
End time (include AM/PM) : 5:00pm  
Start date (no earlier than April 3) : April 3  
End date (no later than May 31) : May 31  
Location name : Reedley Community Center  
Address : 100 N East Ave  
City : Reedley

## 5. 2023 Junior Giants League Agreement

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**Junior Giants, the flagship program of the Giants Community Fund, is a free, noncompetitive and coed baseball/softball & youth development program for boys and girls ages 5-18 years old.**

**Junior Giants leagues are hosted by youth-serving organizations that exist separately from any association with the Junior Giants program (e.g., Park and Recreation Districts, Police Activities Leagues, YMCAs, Boys and Girls Clubs, etc.).**

**This Agreement is entered into by and between the Giants Community Fund (“GCF”) and City of Reedley (“the Organization”), which is hosting the [Invalid question ID: "225". Check your merge code.] Junior Giants League (“the League”) for the 2023 season.**

**As a condition of participation in the Junior Giants program and hosting the League, the Organization agrees to the following terms:**

**(Please initial each item. If you have any questions or issues with specific items, please write them in the comments section.)**

## 25. 2023 Season Schedule

The Organization shall ensure that its Junior Giants season will be 8 weeks in duration (including practices) and follow the Junior Giants Season & Program Schedule below:

Week of June 12: Week 1: Introduction to Junior Giants (practices only or 1 game and 1 practice for each team)

Week of June 19: Week 2: Health (practices only or 1 game and 1 practice for each team)

Week of June 26: Week 3: Strike Out Bullying (begin playing games if games have not already started.

Remainder of season should consist of 1 practice and 1 game each week for each team.)

Week of July 3: Week 4: Education

Week of July 10: Week 5: Confidence

Week of July 17: Week 6: Teamwork

Week of July 24: Week 7: Leadership

Week of July 31: Week 8: Integrity

Can you adhere to this schedule?

Yes, we can

26. You will be required to host the following trainings before your practices begin:

(1) [First Pitch Meeting](#)

(1) [Volunteer Meeting](#)

(1) [Coaches Clinic](#)

Please initial below to indicate you are aware of the following responsibilities:

Organizing the logistics behind the scenes to coordinate

Promoting the dates to your league in advance

SR

## 27. Commissioner/Agency Responsibilities

The Acting Commissioner of the League shall virtually attend (or watch the recordings of) the mandatory Commissioners Clubhouse Chats hosted the last Wednesday of each month.

The Acting Commissioner of the League shall virtually attend the mandatory Commissioners Camp in February.

The Organization will provide secure, year-round storage for all equipment provided by the Giants Community Fund with the exception of equipment that is no longer safe to use.

The Organization will not use the equipment/supplies provided for other programs/leagues (with the exception of rewards from previous seasons).

The Organization will run the program according to the Junior Giants [Code of Ethics](#).

SR

Comments:

## 28. AmeriCorps Ambassador

As part of working with an AmeriCorps Ambassador, the Organization will be an AmeriCorps host site and will be responsible for completing a separate AmeriCorps Host Site Agreement prior to the start of the season.

The Giants Community Fund will do everything in its power to find at least one Ambassador for every league, but an Ambassador is not guaranteed. Leagues are responsible for assisting the GCF in Ambassador recruitment.

The Organization will make sure at least (1) staff member is at the field with the Ambassador during the entirety of game days.

SR

Comments:

**29. Nondiscrimination**

The Organization will refrain from discriminating on the basis of race, color, creed, national origin, gender, gender identity and expression, sexual orientation, disability, and military status in any of its activities or operations. The Organization shall foster an inclusive and welcoming environment for all players, coaches, volunteers, and families. The Organization shall provide equal opportunities for both females and males to play and coach.

SR

Comments:

**30. Online Registration**

The organization shall:

Conduct all player, coach, and team parent registration through GCF's online sports management system, LeagueApps\*.

Not accept any other form of registration (i.e. paper registration).

Require each participants' parent(s)/guardian(s) to sign a Player Waiver & each volunteer to sign the Coach Waiver upon registration through LeagueApps prior to any participation in Junior Giants.

*\*Specific platform subject to change*

SR

Comments:

31.

### Background Checks

The Organization will take all precautions to protect the safety of all participants in the League, including, without limitation, screening all adults who will interact with child participants in the league. The Organization will require all coaches, other volunteers affiliated with the Junior Giants program and all other adults who have contact with players to complete a background check through GCF's online sports management system, LeagueApps, prior to working with any youth (the LeagueApps background check is through JDP). If any coach, volunteer or other adult does not complete a background check or clear a background check, such person will not be permitted to be associated with the Junior Giants program or otherwise serve as a coach or volunteer.

Under no circumstances, may a person begin volunteering for the League until he/she has passed the LeagueApps background check.

The Organization shall not permit any adult to participate in any manner with the League if such adult's background check reveals: (i) a conviction for any crime involving or against a minor; (ii) a conviction for any violent crime; (iii) a conviction for Driving While Intoxicated if the person's services to the league would include driving; and/or (iv) the person is listed in a Sexual Offenders registry. Moreover, the League may prohibit any adult from participating in the League in any capacity if the background check reveals any information which the Head of the League determines could lead to a safety risk for the League.

All League teams shall have a background-checked adult of each gender over the age of 21 present at all times. At no time during any League activity should any adult, over 18 years of age, be alone with any member of the team, without another adult of the opposite gender present, except for his/her own child.

The Organization shall handle the results of all background checks with confidentiality and respect. Only the Commissioner of the League and his/her designees with a need to know may be informed of the results of the background checks.

The GCF may immediately suspend or terminate the league's affiliation in the Junior Giants program for failure to comply with the Background Check requirements described in this section.

SR

Comments:

32.

### Volunteer Shirts/Supplies

The Organization will not pass out any supplies to volunteers before they have cleared their background check. This includes, but is not limited to, a volunteer shirt, incentives, baseball/softball equipment, etc.

The Organization will ensure that volunteers wear their volunteer shirt at every game, practice and Junior Giants event to signify to parents at the field that they have passed their background check.

SR

Comments:

## 6. Use of Marks (Liability & Indemnification)

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33.

The GCF grants the League a non-exclusive, non-transferable limited license to use the trademarks, service marks and copyright rights belonging to the GCF (the "GCF/Junior Giants Marks") subject to the terms and conditions of this Agreement. The Organization will not alter the GCF/Junior Giants Marks in any manner, without the prior written approval of the GCF. The League acknowledges that it cannot associate the name of a local sponsor with the GCF/Junior Giants Marks without the prior written approval of the GCF. No approval will be granted where a local sponsor is in a category that is competitive to a Giants sponsor.

Prior to any publication, distribution or display by the Organization of any GCF/Junior Giants Marks other than for its intended usage, the Organization shall furnish a written proposal identifying such usage to the GCF for its prior written approval. The Organization must not publish, distribute or display any GCF/Junior Giants Marks without first receiving written approval from the GCF. Following receipt of the GCF's approval, the Organization must not alter the GCF/Junior Giants Marks. The Organization shall seek GCF's prior written authorization in the event it desires to use the GCF/Junior Giants Marks other than as provided herein.

The Organization shall not use the GCF/Junior Giants Marks in any way that: (a) advertises, promotes, expresses or implies endorsement of any third party, cause, belief product or service by the GCF or the San Francisco Giants; (b) advertises, promotes or expresses endorsement or sponsorship of the league by any third party, product or service without the prior written approval of the GCF; or (c) reflects adversely on the reputation of the San Francisco Giants or the GCF. In addition, the Organization shall not, without the prior written permission of the GCF, use the GCF/Junior Giants Marks in connection with any event or in any manner other than in connection with the League.

With respect to profiles, commentary, writings, photographs, images, logos, and audio or video files (collectively "Content") posted on social media outlets including, but not limited to, Facebook, Instagram, Twitter, blogs, podcasts, message boards and websites (collectively "Social Media"), the Organization/League hereby agrees that it shall: (a) obtain prior written consent from the GCF before using the GCF/Junior Giants Marks on any Social Media outlet or linking to any website on any Social Media outlet; (b) refrain from displaying Content via Social Media that could be reasonably construed as an official GCF, Giants and/or Junior Giants communication; (c) refrain from posting any false or misleading Content on any Social Media outlet relating to the GCF, the Junior Giants program and/or the Giants; and (d) (i) accept any Facebook "Favorite Pages" request from the GCF; (ii) "Like" the GCF Organizational Page on Facebook; (iii) accept any GCF request to follow League's Twitter account; and (iv) accept any request from the GCF to connect to any other Social Media that represents the League.

The Organization hereby acknowledges the proprietary nature of the GCF/Junior Giants Marks and any other trademarks, service marks and copyright rights provided to the League by the GCF in connection with the GCF or the San Francisco Giants (collectively, "Giants Rights"). The League represents that it has not made and will not make any unauthorized use of the Giants Rights and agrees that during or after the term of this Agreement, it will make no such use of any Giants Rights, other than as provided in this Agreement, without the prior written consent of the GCF. Any use the Organization has made or will make of such Giants Rights has not conferred or will not confer any rights or benefits upon it whatsoever, and any rights created by such use shall inure to the benefit of the GCF and the Giants. The Organization further acknowledges that for purposes of this Paragraph, use shall include, but is not be limited to, trademark, fair, incidental, descriptive or functional uses.

The Organization must obtain all necessary licenses, consents or releases permitting it to use any third party proprietary material not furnished by the GCF including, but not limited to any: (a) name, likeness or voice of any individual (including, without limitation, Major League Baseball ("MLB") players, coaches, managers, broadcasters and announcers); (b) name, likeness or voice of any individual in the League, including players, coaches and managers; and (c) any copyright, trademark or other property or identifications other than the GCF/Junior Giants Marks. The Organization shall be solely responsible for determining which licenses, consents and releases must be obtained.

SR

Comments:

## 7. Organization Shall Not Profit

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34. Our organization acknowledges and agrees that the Giants Community Fund has no obligation to make any payment directly to our organization for any purpose.

SR

Comments:

35. Our organization will not earn a financial profit from items provided by the Giants Community Fund. This includes, but is not limited to, Giants or Minor League affiliate tickets, giveaway items and incentives, and equipment.

SR

Comments:

36. The Organization will not charge a fee for participants to play in the League, including any type of Organization membership fee. The Organization will not ask participants to fundraise in order to play in the League.

If a picture day is offered, there must be free options for players to receive their photo (players must receive a free printed photo or photos must be available for download at no charge).

SR

Comments:

## 8. Insurance

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### 37. MLB INSURANCE REQUIREMENTS

*Note: these are MLB's insurance requirements from 2022 (they will not release the 2023 requirements for a few months). While we don't expect them to change, we will let you know ASAP if they do.*

Organization must secure and continuously maintain, at its own expense, the following coverage in order to participate in Junior Giants/RBI:

1. Workers' Compensation Insurance in compliance with state or provincial laws, covering employees, volunteers, temporary workers and leased workers, including Employers' Liability with minimum limits of:

- \$1,000,000 Each Accident;
- \$1,000,000 Disease - Each Employee;
- \$1,000,000 Disease - Policy Limit.

2. An Insurance Services Office (or equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury including but not limited to contractual liability, participant liability, products/completed operations liability and Abuse & Molestation coverage with minimum limits of:

- \$2,000,000 Each Occurrence;
- \$4,000,000 General Aggregate;
- \$3,000,000 Abuse & Molestation Aggregate;
- \$3,000,000 Products/Completed Operations Aggregate.

3. Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$2,000,000 Each Accident.

The required limits may be satisfied through a combination of primary and follow form umbrella policies. All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. Major League Baseball Youth Foundation, the Office of the Commissioner of Baseball, its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, the Clubs of Major League Baseball, and each of their subsidiaries or

affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Major League Clubs or the Office of the Commissioner of Baseball, and its and their directors, officers and employees (“Additional Insureds”) must be named as Additional Insureds under the Commercial General Liability and Commercial Automobile Liability and, if applicable, Umbrella Liability Policies. Additional insured coverage shall be extended to include products liability coverage. All liability insurance policies must provide cross liability coverage (separation of insureds or severability of interest provisions). Further, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance available to the Additional Insureds, whether collectible or not. The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations. Provided coverage remains commercially available and economically feasible as deemed by MLB, the Commercial General Liability & Umbrella Liability policies shall include no exclusions for Communicable Disease, or other related or similar illnesses or conditions, concussions, CTE or similar or related brain trauma or injuries. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of \$25,000 and any/all deductibles shall be the sole responsibility of the Organization and shall not apply to the Additional Insureds. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification MLB shall receive at least thirty (30) days written notice thereof. Organization shall furnish MLB with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the Term and annually at least ten (10) days prior to the expiration of each required insurance policy. Organization shall provide MLB with copies of its insurance policies and/or endorsements upon request. If any of the required policies are written on a claims made basis, Organization shall maintain such coverage for a period of three (3) years after termination of the Agreement and provide evidence of such coverage on an annual basis during the three (3) year period. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification obligations required herein by Organization. Any actions, errors or omissions that may invalidate coverage for Organization shall not invalidate or prohibit coverage available to the Additional Insureds. Receipt by MLB of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.

SR

Comments:

## 9. Term of Agreement: Right to Discontinue

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38.

Unless earlier terminated and/or discontinued in accordance with this paragraph, this Agreement shall be in effect until December 31, 2023. The GCF reserves the right to discontinue the Junior Giants program or any aspect of the program or require that the Organization disassociate itself from Junior Giants and the GCF at any time and for any reason. In addition, the GCF may suspend or discontinue the program in its entirety at any time for any reason.

SR

Comments:

## 10. Review

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If you have any edits, click the "Back" button below-- don't click your browser's back button.

## 11. Signature

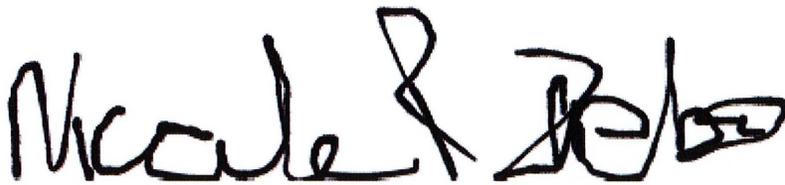
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39. The foregoing terms accurately set forth the terms of our understanding and agreement.

**AGREED AND ACCEPTED BY:**

First Name : Nicole R.  
Last Name : Zieba  
Organization : City of Reedley  
Title : City Manager  
Date : 9/27/22

40. Please use your mouse to sign in the box below.

A handwritten signature in black ink, appearing to read "Nicole R. Zieba". The signature is written in a cursive style with a large, stylized initial "N" and "Z".

Signature of: Nicole R. Zieba

## 12. Thank You!

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Thank you for your time and consideration in completing this League Agreement. You will be emailed a copy of this agreement. If you do not receive an email with a copy of this agreement, please contact us and we will send you a copy.

If you have any questions or concerns, please contact your GCF contact as soon as possible.



# REEDLEY CITY COUNCIL

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

ITEM NO: 6

DATE: October 11, 2022

TITLE: ADOPT RESOLUTION NO. 2022-084 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 ALLEY PAVING 2020 PROJECT

PREPARED: Linda Xiong *LX*  
Assistant Engineer

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

APPROVED: Nicole Zieba *NZ*  
City Manager

## RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2022-084 granting the City Manager or her designee to enter into a professional services agreement with NV5, Inc. for construction management services for the Reedley Alley Paving 2020 Project.

## EXECUTIVE SUMMARY

The City of Reedley was awarded a Congestion Mitigation and Air Quality Improvement Program (CMAQ) grant in the spring of 2020 for Reedley Alley Paving 2020 (Project). The Project removes and replaces nine alleys at various locations. The Project will reconstruct alleyway pavement, adjust utility lids and fire hydrants, install minor storm drain items, curb, gutter, sidewalk, valley gutter, and driveway approaches. The construction manager will oversee the daily construction activities and ensure that the project is constructed as seamlessly as possible with as minimal impact to residents, pedestrians, and waste management services. They will also be responsible to ensure compliance with all federal funding requirements and providing materials testing and construction surveying via sub-consultants.

The City requested proposals for construction management services from consulting firms and received a response from four interested firms. The proposals received were reviewed by various staff members and NV5, Inc. was selected to perform the construction management services for a fee to be administered on a time and materials basis not to exceed \$209,947.70. Staff is

requesting an additional 10% contingency of \$20,994.77, to bring the total appropriation request to \$230,942.47.

## **BACKGROUND**

The Project removes and replaces nine alleys at various locations. All nine alleys are located within a 0.6-mile radius of each other. The alleys are located between the following streets:

1. Cypress Avenue and Ponderosa Avenue from Columbia Avenue to Pecan Avenue
2. B Street and C Street from 10<sup>th</sup> Street to 11<sup>th</sup> Street
3. D Street and E Street from 9<sup>th</sup> Street to 10<sup>th</sup> Street
4. D Street and E Street from 12<sup>th</sup> Street to 13<sup>th</sup> Street
5. D Street and E Street from 13<sup>th</sup> Street to 14<sup>th</sup> Street
6. On Gum Avenue from East Avenue to Sunset Avenue
7. Early Avenue and Duff Avenue from Sunset Avenue to Columbia Avenue
8. E Street and F Street from 15<sup>th</sup> Street to East Avenue

On August 10, 2022, a Request for Proposals (RFP) for the Construction Management/Inspection Services for the Project was released for a period of approximately three weeks. The City received proposals from four interested firms. Various staff members reviewed and evaluated each proposal based off the Consultant Selection Criteria detailed in the RFP. A short list of the top two were interviewed and 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 to the residents, pedestrians, and waste management services. In addition, they will ensure all requirements of the grant are complied with. This agreement includes services for project management, inspections, materials testing, construction surveying, contract administration, submittal review, record keeping and documentation, managing project schedule, labor compliance, compliance with federal funding requirements and public outreach.

## **FISCAL IMPACT**

The majority of the construction management services are eligible for reimbursement from Federal Funding. FCTA Flexible Funding will be used to pay for the required local matching.

## **ATTACHMENTS**

1. Resolution No. 2022-084
2. NV5, Inc. – Draft Professional Services Agreement

**RESOLUTION NO. 2022-084**

**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 ALLEY PAVING 2020 PROJECT**

**WHEREAS**, the City of Reedley issued a Request for Proposals for the Reedley Alley Paving 2020 Project; and

**WHEREAS**, the City received four responses from qualified construction management firms

**WHEREAS**, the proposals received were evaluated by various City of Reedley staff members and interviews were conducted with the top two most qualified construction management firms; and

**WHEREAS**, NV5, Inc. was selected to perform construction management services for Reedley Alley Paving 2020 project;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Reedley, using their independent judgment, hereby approves Resolution No. 2022-084 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 11th day of October 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Mary L. Fast, Mayor

ATTEST:

\_\_\_\_\_  
Ruthie Greenwood, City Clerk

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 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 Reedley Alley Paving 2020 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 \$209,947.70 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:

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

CONSULTANT

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Nicole Zieba  
City Manager

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Kevin Reisz  
NV5, Inc.

Attachments:

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

# **Exhibit “A”**

## PROJECT UNDERSTANDING

The Alley Paving Project 2020 removes and replaces nine alleys at various locations in Central Reedley. The alley approaches and commercial driveways at the ends of the alleys are also removed and replaced to current City and ADA Standards. Utility work includes a new drainage inlet at 15th and East Avenue and adjustments to water, sewer and potentially gas improvements project-wide.

The major challenge of this project is public convenience and communication during the project. These alleys serve as access points for several single and multi-family residences. Ample notice of upcoming construction activities are essential in order to clear the cars from the work zones and maintain access for residences, emergency vehicles, and other public services during the project.

The construction contract is expected to be around \$625,000 over the course of 75 Working Days. We have independently estimated and scheduled the project. Based on this analysis, we believe the engineer's estimate is reasonable, however, the work could conservatively be accomplished in under 50 Working Days. Our anticipated schedule is provided in Figure A on page 4 and discussed further in the project-specific approach section of this proposal.



## PROJECT MANAGEMENT APPROACH

The cornerstones of our approach to the Reedley Alley Paving 2020 project are a thorough knowledge of all contract requirements and clear, effective communications among our construction management team and the project's stakeholders. Our approach is designed to deliver the project in accordance with all contract requirements – meeting all of the City of Reedley's project goals. We will inspect the work and administer the contract in compliance with the project's plans and special provisions; City of Reedley's procedures and standards; and Caltrans' standard specifications and Construction Manual. Our proven approach is designed to deliver the project safely, cost effectively, and on time.

It is our practice to partner with our clients and promote open communication among the client, our project staff, the contractor, and project stakeholders. This collaborative atmosphere encourages broad support for our client's goals and produces measurable results – optimal solutions to project challenges, implementation of best management practices, and projects brought to fruition efficiently. We will implement and maintain this philosophy on the Reedley Alley Paving 2020 project – from project startup through the pre-construction, construction, and close-out phases.

In the pre-construction phase, the emphasis will be on establishing lines of communication, clearly understanding all of the stakeholders' requirements, assisting the City with the award process, and processing early submittals, including the Storm Water Pollution Prevention Plan (SWPPP), the proposed construction schedule, and the Traffic Control Plan to make sure the project begins smoothly.

In the construction phase, we will work with the City to provide timely responses to all correspondence, submittals, and requests for information (RFIs), and to process all contract change orders and pay estimates. In the field, our assistant resident engineer/construction inspector will use our electronic daily diary to document all field conditions, work completed, and materials used. Each daily report will be illustrated with supporting photographs.

In the close-out phase, a final walk-through will be conducted with the City of Reedley and a final punch list will be prepared. Once complete, the project will be accepted, the final estimate issued, and the as-built drawings and project records will be delivered to the City.

## PROJECT-SPECIFIC APPROACH

We have carefully reviewed the project plans and specifications for the Alley Paving 2020 project. Based on this review, we believe there are five key components to the success of this project as follows:

1. Preconstruction Photograph and Video Records
2. Public Convenience and Outreach

- 3. Project Schedule
- 4. Temporary Traffic Control & Pedestrian Routes
- 5. ADA compliant pedestrian improvements

Our approach to each of these key components are discussed individually in the following sections.

**PRECONSTRUCTION PHOTOGRAPH AND VIDEO RECORDS**

The alleyways to be reconstructed are bordered by numerous residential properties with the reconstruction limits extending to the alleyway ROW lines. A vast majority of the adjacent properties have existing fences and other improvements directly on the property line. These fences consist of many different types, including chain link, wood, brick, and wrought iron, and the existing condition of the fences vary significantly. As part of the project’s preconstruction services, it will be critical to fully document the presence and conditions of these fences and other facilities to protect the City from false claims of damages caused by the contractor during construction.

NV5 will complete a thorough preconstruction walk through of each alleyway location to document the existing conditions utilizing both photograph and drone footage. The use of drone footage has proven to be a valuable tool in defending project owners from damage claims as it provides a more comprehensive record of the existing conditions of the jobsite. We will organize these preconstruction photograph and video records by alleyway location and store them digitally in the project files. In the case that the City receives damage claims from adjacent property owners, we will review these records with the contractor and property owner to resolve the complaints and determine who is responsible for any potential repairs.

**PUBLIC CONVENIENCE AND OUTREACH**

The project includes the reconstruction of nine separate alleyways in generally residential neighborhoods. These alleyways provide access to the driveways and garages of the adjacent residences, as well as for City-provided services such as Mid Valley Disposal’s waste management. Public outreach will be critical to inform the local residents and businesses of the potential impacts of the alleyway reconstruction and to give them an opportunity to express any concerns. We will approach this similar to the Reed Avenue Utilities Relocation and Reed Avenue Phase II projects NV5 previously managed for the City. First, we’d place advanced notification signs at the entrance of each alleyway a few weeks prior to the start of construction to proactively notify the local residents of the upcoming closure as well as the anticipated duration. We’d also contact Mid Valley Disposal to discuss the best way to continue their waste management services during the alleyway reconstruction. We will directly contact residences and businesses leading up to the start of the construction to answer any questions regarding the timing and staging of the work. There are several mediums for this communication available including face-to-face interaction, email, social media, door hangers and leaflets. We will work with City Staff to clearly define our plan, roles and responsibilities for these interactions.



*Staging the work will be especially important at Alley Location #1, the alleyway between Cypress Avenue and Ponderosa Avenue from Columbia Avenue to Pecan Avenue. This alleyway backs multiple multifamily residential properties, all of which access their garages and parking from alleyway. We highly recommend requiring the contractor to split the reconstruction of this alleyway and driveways into two separate stages. First, the western half of the alleyway would be closed for the reconstruction while maintaining access to the eastern units from Ponderosa Avenue. Upon completion, the eastern half of the alleyway would be closed and reconstructed while maintaining access to the western units from Columbia Avenue. This will not only reduce the duration of the inconvenience to the residents of the individual units, but it will also provide adequate street parking on Ponderosa Avenue for the affected residents when access to their garages is impacted.*

In addition to these public outreach efforts, we strongly suggest that the City consider including contractual requirements to stage certain portions of the work, limit the duration of all alley closures with penalties for late reopening and require access at all times to properties even if that means building driveways in two halves at a time. Once we begin communicating with affected property owners, we will likely identify opportunities to relax these requirements and speed up production. However, these contractual requirements will set expectations for public convenience and provide a method for enforcement during construction.

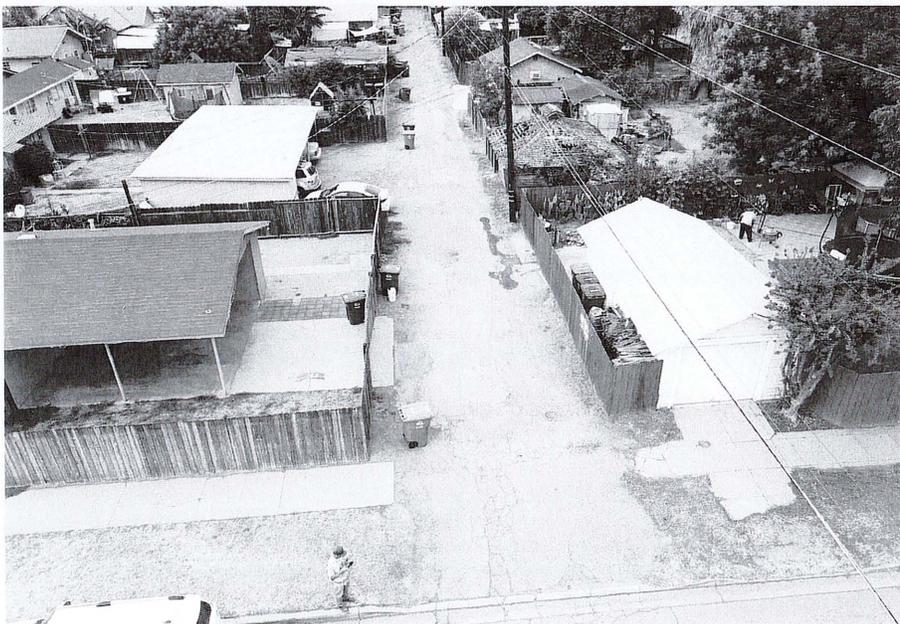
Finally, it is essential that we strive to meet our commitments with the community regarding timing and access. Public Outreach will be a standing agenda item at our weekly coordination meetings and we will regularly review these commitments to ensure that we are meeting our public outreach goals. If changes to these commitments are identified, we will take the lead in communicating these changes to the local residences in a manner that meets the City’s needs. NV5 demonstrated our ability to implement these efforts during the previous City projects on Reed Avenue, which affected residential driveways and student & faculty access to the Reedley College campus. By openly communicating with the State Center Community College District staff and the City, we developed traffic handling plans that allowed staging closures of campus driveways to facilitate the contractors work. We look forward to supporting the City of Reedley in a similar manner based on the City’s needs.

*Kramer Walker has served as Resident Engineer and assumed a lead role in public outreach on similar types of projects in recent years, including the SR178 Widening project in the City of Bakersfield and most recently the Campus Parkway and the Santa Fe & Childs Ave Intersection Improvements projects in the County of Merced. On these projects, he was the first point of contact for affected local residents and regularly met with them on site to understand their needs and concerns. These interactions were then shared with the Contractor and the Owner to understand how people’s needs and concerns would be addressed. This greatly minimized complaints directed to the Owners and reduced the inconveniences experienced by the local residents during the full reconstruction of the roadways and driveways they used to access to their properties.*

**PROJECT SCHEDULE**

An additional way to minimize public inconvenience and also potentially reduce project costs for the City is to have a precise project schedule. The number of working days specified in the Contract for a contractor to complete the work on a project can have significant impact on its ultimate success. The Contractor must be provided an adequate number of days to perform the work on a schedule the maximizes their efficiencies when it comes to their means and methods. However, if too many working days are provided, the contractor may only perform work intermittently making it challenging for the City to manage public inconveniences as well as control project management and inspection costs.

The City’s RFP states 75 working days are anticipated for the construction timeframe of this project. Based on our thorough review of the provided project documents, we’ve developed an estimated construction completion schedule which has been provided in Figure A on the following page. Based on this schedule, we’d recommend reducing the construction timeframe to 50 working days.

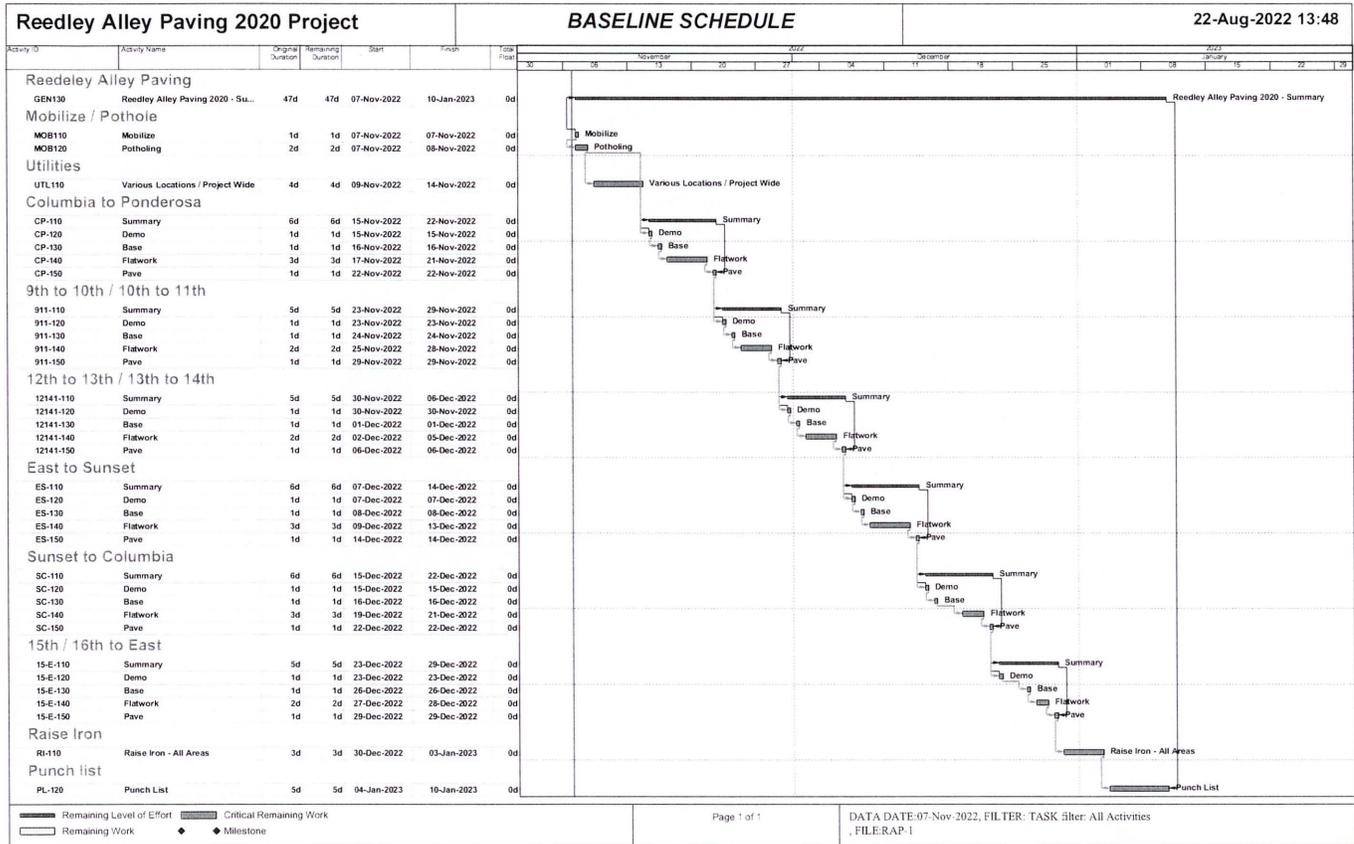


Reducing the number of working days will benefit the project in two main ways. First, it will help ensure the contractor proceeds with the work continuously through completion and does not leave the work site idle for an extended period of time. Secondly, shortening the project schedule will reduce the time-related costs associated with the project. The contractor’s bid costs for traffic control and project administration will be lower. In addition, the associated construction management and inspection costs will be less due to the reduced duration the services will be needed.

PROPOSED SCOPE OF SERVICES

NV5

FIGURE 4. PROJECT SCHEDULE



## TEMPORARY TRAFFIC CONTROL AND PEDESTRIAN ROUTES

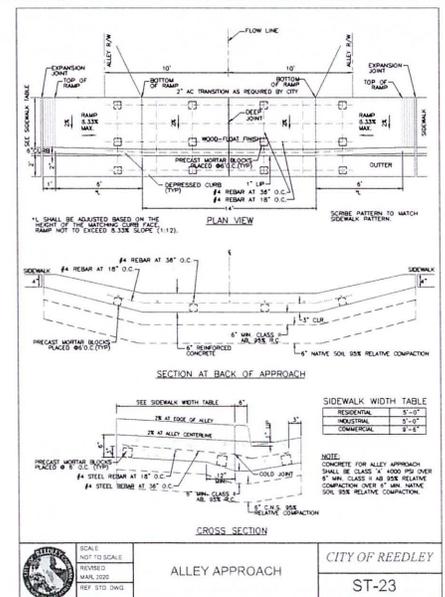
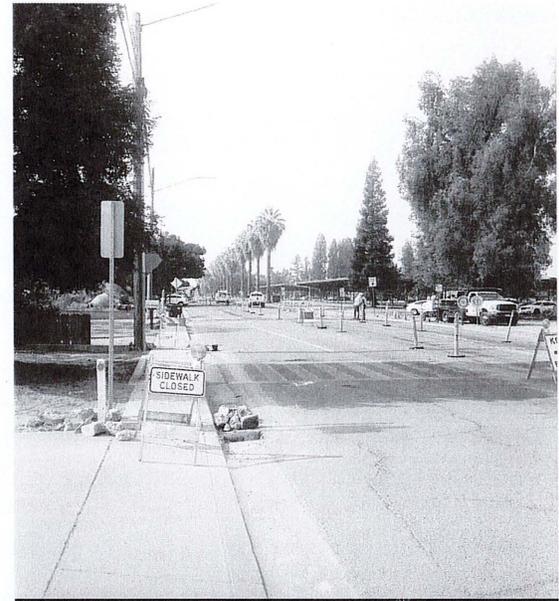
Temporary traffic control is a focal point of every project NV5 manages, as it ensures the public's safety through and around the construction zones. On this project, shoulder closures will be necessary on the roadways adjacent to the alleyways to facilitate construction of the approaches. We will review the Contractor's Traffic Control Plan submittal to ensure the closures and traffic control devices fully comply with the requirements included in the following documents:

- Project Special Provisions Section 10-1.08 and 10-1.09;
- City of Reedley Standard Specifications Section 11;
- Caltrans Standard Specifications Section 12; and
- MUTCD, Part 6

Temporary routes for pedestrians through and around the construction zones will be just as critical on this project. The existing sidewalks and pedestrian routes will be closed while the new alleyway approaches are constructed, and appropriate pedestrian detours will need to be included in the contractor's Traffic Control Plan. We will use the Caltrans' Temporary Pedestrian Access Routes Handbook to ensure the detours are implemented and in compliance with MUTCD and ADA requirements before the existing pedestrian routes are impacted.

## ADA COMPLIANT PEDESTRIAN IMPROVEMENTS

The project includes the construction of 12 alley approaches and 4 commercial driveway approaches. The project plans and City Standards provide specific line and grade requirements for these improvements to ensure they fully comply with the requirements set forth by the Americans with Disabilities Act (ADA). Our team is very familiar with these requirements and bring decades of experience constructing pedestrian improvements in state, local and private right-of-way. We will utilize the standard Caltrans CEM-5773 forms to document compliance with the plans and ADA guidelines before and after concrete placement. If necessary, our survey team can support our field staff and design team to verify line and grade and make adjustments. This will ensure the approaches and adjacent sidewalks are constructed correctly the first time without any rework. Finally, we will provide the necessary inspection and testing services as required to confirm the tie-ins to existing concrete are doweled and constructed per City Standard ST-11, and that the soil and base materials beneath the approaches have a relative compaction of at least 95% per City Standards ST-21 and ST-23.



**SCOPE OF WORK**

The NV5 Team will conduct the following tasks to deliver the Reedley Alley Paving Project safely, conveniently, on schedule, within budget and in compliance with all funding requirements.

**PRE-CONSTRUCTION PHASE**

**TASK 1.1 REVIEW PROJECT DOCUMENTS**

**OBJECTIVES**

1. Achieve a full understanding of the project plans and specifications
2. Identify potential discrepancies in the contract documents and recommend solutions to the Owner
3. Identify sources lacking information and request additional information from the designer/Owner
4. Identify project risks and recommend risk avoidance strategies to the Owner
5. Identify value engineering opportunities, if any, and propose concepts to the Owner that save money and time or enhance safety or public convenience

**TASK DESCRIPTION**

All contract documents will be reviewed and vetted. The findings of this review will be compiled in a review log and shared with the Owner and the project designer. These comments will be tracked until they are resolved. Once the review comments have been addressed, several potential activities may be conducted to minimize risk or save money, time or enhance safety or public convenience. These activities may include the following:

- Hold smaller internal meetings prior to the pre-construction meeting to gain a deeper understanding of the Owner’s needs and discuss the findings of the project document review
- Early coordination with stakeholders/utility owners
- Preparation of a Value Engineering Change Proposal

This activity will be undertaken by the Resident Engineer. All findings and conclusions resulting from this task will be conveyed to the project team prior to construction.

**WORK PRODUCTS**

1. Project document review log with review comments and responses
2. Meeting agenda and meeting minutes from any internal coordination meetings (minutes available within 24 hours of all meetings)
3. Correspondence records with any stakeholders/utility owners
4. May result in a Value Engineering Change Proposal(s)

**TASK 1.2 CONDUCT COORDINATION MEETING**

**OBJECTIVES**

1. Introduce the project team and key stakeholders.
2. Establish lines of communication.

3. Discuss any identified construction or scheduling challenges.

**TASK DESCRIPTION**

The project manager will coordinate a meeting with the City, the project Designers, and any other affected agencies or project stakeholders. The goal of the meeting is to establish lines of communication and to discuss the procedures that will be followed to ensure successful delivery of the project. An agenda will be prepared prior to the meeting and shared with the City’s Engineer for their input. Following the meeting, minutes will be prepared by the project manager and distributed to all parties involved.

**WORK PRODUCTS**

1. Coordination meeting agenda & minutes.

**TASK 1.3 PREPARE CONSTRUCTION MANAGEMENT PLAN**

**OBJECTIVES**

1. Develop a construction management plan for the City’s acceptance.

**TASK DESCRIPTION**

The project manager will draft a construction management plan outlining the plan and procedures the CM firm will implement to provide the scope of services included in the contract. It will include, at a minimum, the roles and responsibilities of the CM staff, our approach for providing the proposed services, and the anticipated deliverables for each task. The plan will be presented to the City for their review before finalizing and distributing to the project team.

**WORK PRODUCTS**

1. Construction Management Plan.

**TASK 1.4 ESTABLISH PROJECT PROCEDURES**

**OBJECTIVES**

1. Gain concurrence from the Owner regarding planned project procedures, tracking tools, construction forms and templates
2. Provide a concise outline of regular tracking, correspondence and reporting activities with planned frequencies

**TASK DESCRIPTION**

Meet with the Owner to provide all proposed tracking log

templates, correspondence templates and construction forms to be used during administration of the project for review and input. The frequency of regular meetings and reporting needs will be understood based on the Client's needs. We will also discuss correspondence procedures with the project designer, stakeholders, the public and other City staff. Once established, these project procedures will be summarized through Project Procedures Outline and will be maintained on file and updated as necessary during the project. This activity will be undertaken by the Resident Engineer. All findings and conclusions resulting from this task will be conveyed to the project team prior to construction.

**WORK PRODUCTS**

1. Proposed tracking log templates, correspondence templates and construction forms
2. Project Procedures Outline

**TASK 1.5 REVIEW AND INVESTIGATE UTILITY LOCATIONS**

**OBJECTIVES**

1. Identify potential utility conflicts prior to construction
2. Communicate risk mitigation strategies with the project delivery team

**TASK DESCRIPTION**

Obtain and review all utility information within the project limits. This will include all pothole data and as-built records of older and newly relocated utilities. We will review this information thoroughly and identify areas of concern. The utility plans will be marked up to show all potential conflicts that should be investigated further as early as possible. We will share our findings with the designer and City Staff during the pre-construction phase. If possible, we may pothole prior to the construction phase to confirm or deny that these conflicts exist. If changes are needed, we will work with the design team to propose and understand any available solutions. The goal of our approach is to make any necessary changes before the first working day.

**WORK PRODUCTS**

1. Marked-up utility plans with areas of concern

**TASK 1.6 REVIEW REGULATORY PERMITS**

**OBJECTIVES**

1. Understand all permit requirements prior to construction
2. Gain a full understanding of all activities and documentation requirements set forth in the permits

**TASK DESCRIPTION**

Obtain and review all regulatory permits, encroachment permits and environmental documents. Develop an action item list, by agency, to identify permit-required activities. The action item list will include deadlines and frequencies

for each activity and reporting requirement. This action item list will be used to track completion of permit requirements and reporting. This activity will be undertaken by the Resident Engineer. All findings and conclusions resulting from this task will be conveyed to the project team prior to construction.

**WORK PRODUCTS**

1. Permit activity and reporting action item log with frequency, deadline and status.

**TASK 1.7 REVIEW INITIAL PROJECT CONSTRUCTION SCHEDULE**

**OBJECTIVES**

1. Obtain an approved Initial Project Construction Schedule

**TASK DESCRIPTION**

The Contractor will submit the proposed construction schedule before or on the date of the pre-construction meeting. Our Resident Engineer will quickly review this schedule to ascertain the following:

- Ensure that the schedule logic is sound
- Verify that all project requirements pertaining to traffic handling and pedestrian access are met
- Review the durations of the construction activities to ascertain the reasonableness of the Contractor's approach
- Ensure that any permit requirements are properly scheduled
- Ensure that all long lead procurement or third party activities are properly scheduled
- Once the initial review is complete, the review comments will be transmitted to the Contractor in a comment/response log to track resolution of any review comments. We will meet with the Contractor to proactively discuss these review comments prior to formal transmittal. If resubmittal is required, the process above will be repeated until all comments are resolved. If requested, we will share the anticipated initial Project Schedule with the Owner for any input prior to accepting the schedule. This activity will be undertaken by the Resident Engineer. All findings and conclusions resulting from this task will be conveyed to the project team prior to construction.

**WORK PRODUCTS**

1. Schedule Review Comments/Response Log
2. Approved Initial Project Construction Schedule

**TASK 1.8 REVIEW STORMWATER POLLUTION PREVENTION PLAN (SWPPP)**

**OBJECTIVES**

1. Obtain a full understanding of the requirements set forth in the approved SWPPP
2. Obtain coverage under the General Permit prior to ground-disturbing activities

**TASK DESCRIPTION**

To obtain coverage under the General Permit, the City must electronically file the Notice of Intent (NOI), Storm Water Pollution Prevention Plan (SWPPP), and the appropriate permit fee to the State Water Board. The Board then has ten days to provide a Waste Discharger Identification number (WDID). This must occur prior to any ground-disturbing activities so it is critical to expedite the review and approval of the SWPPP in order to start the project on time. The Resident Engineer we are proposing is a Qualified SWPPP Developer with over fifteen years of experience reviewing and implementing SWPPP programs across the State. Prior to construction, we will review the approved SWPPP for this project and will be prepared to discuss the requirements for stormwater pollution control at the pre-construction meeting.

**WORK PRODUCTS**

1. SWPPP agenda item for discussion at the Pre-Construction Meeting
2. Meeting minutes to record SWPPP discussion at the Pre-Construction Meeting

**TASK 1.9 REVIEW TRAFFIC CONTROL PLAN**

**OBJECTIVES**

1. Obtain an approved Traffic Control Plan

**TASK DESCRIPTION**

In accordance with Section 6-6 of the Special Provisions, the Contractor is required to obtain an approved traffic control plan prior to commencing any work on the project. This makes the traffic control plan a schedule-critical submittal and it is essential to expedite the review of this plan to start the project on time. The RE will review this plan to ensure that it complies with the Manual on Uniform Traffic Control Devices and the City of Reedley's requirements. The pedestrian routes through project will need to be reviewed to ensure that there is a safe, ADA-compliant route through the project at all times. We will also coordinate closely with City Public Works, Fire, Police, Transit and Health as needed to ensure that the traffic handling plan does not conflict with essential City Operations.

**WORK PRODUCTS**

1. Traffic Control Plan Review Comments/Response Log
2. Approved Traffic Control Plan

**TASK 1.10 INSPECT PROJECT SITE AND OBTAIN PRE-CONSTRUCTION PHOTOS/VIDEOS**

**OBJECTIVES**

1. Document existing site conditions prior to construction

**TASK DESCRIPTION**

Before construction begins, the existing site conditions will be photographed and recorded. This record of existing conditions is essential to enforce the Contractor's responsibility to protect private property, City facilities and third party property/utilities. Key items to document for this project include the following:

- Private property landscaping and access points
- Third party utilities including overhead and underground lines, vaults, boxes and valve covers
- Existing pavement conditions within the project site and adjacent to the project site
- Pedestrian walkways and crossings within the project site and adjacent to the project site

This inspection is also a key to proactively identifying any discrepancies between the site conditions and the project plans.

**WORK PRODUCTS**

1. Pre-Construction photos
2. Site inspection findings

**TASK 1.11 HOLD PRE-CONSTRUCTION MEETING**

**OBJECTIVES**

1. Introduce the project team and key stakeholders
2. Establish project procedures and protocols
3. Discuss key project requirements and expectations for successful project delivery

**TASK DESCRIPTION**

The CM/RE will prepare a pre-construction meeting agenda for the City's review and concurrence. The CM/RE will coordinate with the City Representative to establish and invite the meeting attendees. The CM/RE will chair the meeting to review the following general project topics:

- Work plans
- Contingency plans
- Equipment to be used
- Progress schedule
- Layout of job
- Labor compliance
- Equal employment opportunity
- Safety requirements
- Temporary pedestrian access routes
- Americans with Disabilities Act (ADA) requirements for permanent pedestrian facilities
- Environmental commitments and permits
- Water pollution control requirements
- Job-produced materials quality control and acceptance testing
- Buy America requirements

Following the meeting, the minutes will be drafted and transmitted to the project team. An Action Item Log will be created to track any needed activities identified during the meeting. The Log will updated weekly until all required

actions are resolved. The meeting minutes and Action Item Log will be made available within 24 hours of the preconstruction meeting.

**WORK PRODUCTS**

1. Pre-Construction Meeting Agenda and Minutes
2. Action Item Log

**CONSTRUCTION PHASE**

**TASK 2.1.1 INTERACTION WITH CITY STAFF, DESIGNER AND THIRD PARTIES**

**OBJECTIVES**

1. Obtain a full understanding of City needs, concerns and expectations during the project
2. Communicate and resolve design issues in a timely manner to minimize project risk
3. Understand Third Party coordination needs
4. Regularly report on the project progress to City Staff

**TASK DESCRIPTION**

Regular communication and coordination with City Staff, the Designer of Record and affected Third Parties will occur from the pre-construction phase through project close out. We will establish communication protocols early in the pre-construction phase. We will also require that the Contractor includes the CM team on all communications with affected Third Parties. Key correspondence will be included in the project files.

**WORK PRODUCTS**

1. List of Project Contacts
2. Key Correspondence files

**TASK 2.1.2 PUBLIC OUTREACH**

**OBJECTIVES**

1. To provide project information to affected property owners and the traveling public to promote convenience and safety
2. Communicate with the public during construction to understand concerns or provide updated information
3. Coordinate with the City and the Contractor to meet the City's public outreach objectives

**TASK DESCRIPTION**

Our team will review the Contractor's traffic handling plan to ensure that advanced messaging is adequate and timely prior to changes in traffic handling. If requested, we will assist with press releases to reach the community as a whole. Second, we will contact residences, businesses and schools ahead of construction to explain the timing and staging of the work. We will also discuss temporary access points with the Contractor, City Staff and the public well in advance of construction. There are several mediums for this communication available including face-to-face interaction, email, social media, door hangers and leaflets. We will work with City Staff to clearly define our plan, roles and responsibilities for these interactions.

During construction, it is essential that we strive to meet our commitments with the community regarding timing and access. Public Outreach will be a standing agenda item at our weekly coordination meetings and we will regularly review these commitments to ensure that we are meeting our public outreach goals. If changes to these commitments are identified, we will take the lead in communicating these changes to the public in a manner that meets the City's needs. Once we have a clear understanding of the City's needs, roles and responsibilities, we will outline our approach for public outreach in a Public Outreach Plan.

**WORK PRODUCTS**

1. Public Outreach Plan
2. Press Release write-ups, if requested
3. Project update write-ups and schedules
4. Mailers, fliers, fact sheets, if requested
5. Correspondence record log
6. Emergency Contact List

**TASK 2.1.3 HOLD WEEKLY PROGRESS MEETINGS**

**OBJECTIVES**

1. Discuss project safety and traffic handling controls
2. Discuss public convenience and outreach efforts
3. Identify and discuss project issues to be resolved
4. Track regular contract administration tasks including submittal, RFI and change order management
5. Review the project schedule and discuss upcoming construction activities

**TASK DESCRIPTION**

Progress meetings will be held weekly throughout the construction phase. We are aware that the contract only requires bi-weekly meetings but believe the increased frequency is important at the beginning of the project. The RE will prepare a meeting packet which includes the meeting agenda, Submittal Log, RFI Log, Change Order/Dispute Log, Action Item Log and contractor provided look-ahead schedule. These documents will be reviewed to establish a common understanding of the status of the project with the Owner and Contractor. Key project issues and required actions will be reviewed and discussed. Minutes from these meetings will be transmitted to the project team within 24 hours.

**WORK PRODUCTS**

1. Meeting agenda and meeting minutes
2. Submittal Log, RFI Log, Change Order/Dispute Log and Action Item Log updated weekly

**TASK 2.2.1 DOCUMENT CONTROL**

**OBJECTIVES**

1. Retain project files to document compliance with all funding requirements
2. Track and file all project correspondence and transmittals
3. Maintain quality, schedule, work plan and budget documentation

**TASK DESCRIPTION**

The project files will be maintained in accordance with Section 16.3 of the Local Assistance Procedures Manual (LAPM). The major file categories are outlined below:

1. Award Package and other Contract Documents
2. Project Personnel
3. Correspondence
4. Weekly Statement of Working Days
5. Quality Assurance (materials certification and testing records)
6. Inspection Reports
7. Photographs
8. Contract Item Pay Quantity Documents
9. Change Orders
10. Progress Pay Estimates and Status of Funds
11. Labor Compliance and Equal Employment Opportunity (EEO)
12. Disadvantaged Business Enterprise (DBE) Records

These files will be maintained daily from the pre-construction phase through project close-out. For a project of this size, the Resident Engineer will be responsible for maintaining the project files.

**WORK PRODUCTS**

1. Project File Records (updated daily)

**TASK 2.2.2 SCHEDULE UPDATE REVIEW**

**OBJECTIVES**

1. Review the updated project schedule for accuracy
2. Identify and report on schedule slippage

**TASK DESCRIPTION**

The Contractor will need to submit an as-built schedule regularly to document progress and identify schedule slippage, if any. The RE will review the updated schedule to confirm that the as-built information conveyed in the update is accurately recorded. Should delays to the schedule or changes to the schedule be necessary, the RE will independently assess these delays or changes and report these findings to the Owner. If the Contractor’s progress indicates that the project is at risk of late completion, the City will be notified immediately and the RE will proactively work with the Contractor to identify schedule recovery strategies. The findings of all schedule update reviews will be recorded in the standard Review Comments/Response

Log and formal correspondence may be required to notify the Contractor of any inaccuracies or schedule concerns.

**WORK PRODUCTS**

1. Schedule Update Review comments recorded in the Review Comments/Response Log
2. Formal correspondence as needed to notify the Contractor of update inaccuracies or schedule slippage
3. Reports of independent analysis of delays or schedule changes to the Owner

**TASK 2.2.3 MATERIAL SUBMITTAL REVIEW**

**OBJECTIVES**

1. Ensure materials incorporated into the work meet the City Standards and project specifications
2. Ensure materials incorporated into the work meet Buy America requirements

**TASK DESCRIPTION**

The following material submittals to be reviewed on this project are as follows:

- Asphalt mixes
- Concrete mixes
- Aggregate Base

The RE will review each of these material submittals to ensure that all materials incorporated into the work complies with the City Standards and project specifications. All review comments will be transmitted and tracked in the Comment Response Log for each submittal. Upon delivery of these materials in the field, certification of compliance documentation will be collected and maintained in the project files. Specific materials that must conform with Buy America requirements include reinforcing steel, steel grates and steel sign materials. These materials must arrive on site with Buy America documentation before they can be released on site for use.

**WORK PRODUCTS**

1. Submittal Review Comment/Response Log
2. Formal correspondence to accept, accept with comments or reject material submittals
3. Submittal Log updated weekly

**TASK 2.2.4 REQUEST FOR INFORMATION (RFI) MANAGEMENT**

**OBJECTIVES**

1. Provide timely project information to the Contractor as needed
2. Track all Requests for Information to document timeliness

**TASK DESCRIPTION**

The Resident Engineer will receive all Requests for Information from the Contractor and whenever possible,

will provide responses. In some cases, the RFI's will require input from the Owner, Designer or affected Third Parties. The Resident Engineer will coordinate all third party input into the RFI process. An RFI Tracking Log will be maintained and updated weekly to document the timing of RFI submittal and responses.

**WORK PRODUCTS**

1. Formal responses to RFI's
2. RFI Tracking Log updated weekly

**TASK 2.2.5 CHANGE ORDER MANAGEMENT AND COST CONTROL**

**OBJECTIVES**

1. Assess merit of all alleged changes to the contract that require an adjustment in the cost or time for performance of the work
2. Perform an independent estimate of cost or time impacts of all changes
3. Negotiate and draft the terms of all contract change orders prior to submittal to the City for approval
4. Seek alternative solutions to changes to avoid or minimize cost or time impacts
5. Track all potential and known contract change orders

**TASK DESCRIPTION**

The Contractor must notify the Resident Engineer (RE) of any changes that they believe result in an adjustment to the cost or time for performance of the work. Once notified, the RE will assess the merit of the Contractor's claim and will partner with the Contractor and the project team to identify alternative solutions to minimize cost or time impacts. If it is determined that a change request has merit, the RE will perform an independent estimate of the impacts and will negotiate with the Contractor to seek a mutually agreeable lump sum change with and agreed time extension, if any. If no agreement can be reached, the RE will direct the Contractor to perform the work at Force Account and will record the material, labor and equipment needed to complete the work. The RE will draft the contract change order language based on the independent analysis of all impacts and submit the draft Change Order to the City for authorization. Once authorized, the RE will route the Change Order to all parties for signature. All known and potential change orders will be recorded in a tracking log to identify cost, time impacts and status (draft, executed, disputed). This log will be updated weekly and provided to the City.

**WORK PRODUCTS**

1. Independent estimate of cost or time impacts for each contract change
2. Draft and final contract change orders
3. Contract Change Order Tracking Log

**TASK 2.2.6 MONTHLY PAYMENT REVIEW AND COST CONTROL**

**OBJECTIVES**

1. Control and accurately measure quantities of materials used during construction
2. Summarize payment of completed work for each bid item each month
3. Provide a payment request to City each month with back-up documentation
4. Track the budget of each bid item following approval of the payment request
5. Provide monthly reporting on the project budget and the CM Consultant budget

**TASK DESCRIPTION**

Cost control requires advance planning before material is placed in the field. To control the cost of roadway material, we will independently survey and measure the subgrade and road base elevations prior to placement of road base and HMA. We will notify the Contractor if the dimensions of the roadway materials exceed the dimensions called for in the plans and we will oversee all corrective work to avoid cost overruns. During construction, we will receive and file material delivery documents and we will independently measure the units of completed work. This information will be documented daily in the field inspection reports. Each month, the quantities of completed work for each bid item will be summarized in a Contract Item Quantity Sheet with the location, quantity and date of acceptance. These Quantity Sheets will serve as backup for monthly payment requests. We will track the status of monthly pay requests and discuss this weekly at the coordination meeting. We will also maintain a summary of all payments to date by bid item in the project file. This document will be updated monthly. Finally, we will maintain a status of the CM consultant budget with forecasted cost through project completion and report this information to the City monthly.

**WORK PRODUCTS**

1. Survey notes and field quantity measurements
2. Contract Item Quantity Sheets
3. Monthly Payment Requests
4. Project Budget Status by Bid Item
5. CM Consultant Budget Report

**TASK 2.2.7 LABOR COMPLIANCE MONITORING**

**OBJECTIVES**

1. Ensure that the Contractor and Subcontractors comply with all labor compliance, equal employment opportunity (EEO), and disadvantaged business enterprise (DBE) requirements

**TASK DESCRIPTION**

Our Labor Compliance Officer, in coordination with the RE, will ensure that all certified payrolls are received for

Prime and Sub Contractors. The Certified Payroll records will be reviewed to confirm that all labor classifications are properly compensated according to state and federal wage requirements, whichever governs. We will also verify that the proper ratio of apprentices are staffed on the project. Daily reporting of workers names, labor classifications and hours worked will be compared to Certified Payroll Records to confirm they match. We will conduct bi-weekly employee interviews on Form CEM-2504, "Employee Interview: Labor Compliance/EEO", to verify that workers are being compensated according to their designated labor classification. Finally, we will confirm that all required labor law posters and information are located on the job site. Our Labor Compliance Officer will also be responsible for reviewing and filing all DBE Utilization records for the project. We will review the DBE commitments in the bid documents, review the monthly DBE Utilization Report and review and file the Final Report for DBE Utilization. Should any violations regarding labor compliance or the DBE goal be discovered, we will notify the City of Reedley immediately, draft formal correspondence to document our findings and suggest potential responses including payment withholding until all labor compliance/DBE issues are resolved.

**WORK PRODUCTS**

1. Certified Payroll review records
2. Formal correspondence, if needed, to rectify and labor compliance violations
3. Employee Interview records (Form CEM-2504)
4. Completed Form CEM-2402F, "Final Report - Utilization of Disadvantaged Business Enterprises (DBE) First- Tier Subcontractors"

**TASK 2.2.8 CLAIMS MANAGEMENT**

**OBJECTIVES**

1. Avoid contractor claims
2. Independently assess merit, cost and time impacts of disputed/claimed work
3. Provide claims-related correspondence
4. Represent and support the City during mediation and litigation processes

**TASK DESCRIPTION**

Our primary goal is to partner with the Contractor to avoid claims against the City in the first place. To do this, our team will take a proactive approach to anticipating potential disputes and we will quickly seek to confer with the Contractor and the City to identify alternative solutions to any potentially disputed work. We will independently analyze the contract and the contractor's claim and prepare a draft response for any dispute for the City's review. We will also seek to limit the size of the claim by identifying any undisputed portions of claim and proposing just compensation or time adjustment for undisputed

portions of a claim. Should the dispute require non-binding mediation, we will coordinate the assembly of a non-binding dispute resolution board. We will also present the Owner's position at the mediation session. Should the dispute continue into litigation, our team will support the City with any back-up documentation or other work products.

**WORK PRODUCTS**

1. Contractual Analysis of Contractor Claim Statement (narrative report with back-up documentation)
2. Draft response to Contractor Claim
3. Owner Position Paper and Presentation for mediation session
4. Change Order for just compensation or time adjustment if appropriate

**TASK 2.3.1 FIELD INSPECTION AND DAILY REPORTING**

**OBJECTIVES**

1. Oversee traffic handling operations to ensure that the work zone is safe and convenient for the traveling public
2. Oversee the Contractor's operations to ensure that the site is safe workers and the public
3. Inspect the materials and methods used to assure quality of the completed work
4. Collect material certification documentation for all incorporated materials
5. Maintain a record of the contractor's operations for schedule review and risk mitigation
6. Document labor classifications and names to support labor compliance efforts
7. Measure the quantity of completed work to support payment activities
8. Oversee all permit compliance activities during construction

**TASK DESCRIPTION**

As required by the Local Assistance Procedures Manual, the project site will be inspected daily. Our Inspector will complete a daily inspection report containing the following information:

- Any traffic handling and safety observations
- Description of the work performed that day with location, time and weather information
- Quality observations or concerns
- Name, labor classification and employer of all workers on site with hours worked
- Make, model and ID of all equipment on site with hours of operation (Down or idle time recorded)
- Pre and post construction surveys of all ADA ramps and pedestrian walkways
- Records of key conversations between the Inspector and the Contractor
- Record of material certification information collected
- Measurements and quantities of completed work
- Photos of the project site and work performed with descriptive captions

When possible, our Inspection Staff will perform intermittent or benchmark inspections to operate in a cost effective manner. The daily reports will be reviewed for quality by the Resident Engineer and maintained in the project files. The Inspector will also maintain an As-Built copy of the project plans to record any as-built changes as the project progresses.

## WORK PRODUCTS

1. Daily Inspection Reports with photographic records
2. Pre and post-construction surveys of all ADA ramps and pedestrian walkways
3. Records of material certification information
4. Material delivery records

## TASK 2.3.2 STORMWATER POLLUTION PREVENTION PLAN MONITORING

### OBJECTIVES

1. Ensure compliance with the approved SWPPP and General Permit requirements
2. Inspect BMP's daily to ensure they are installed properly and functional
3. Observe and report any SWPPP violation or illegal discharge as a result of the Contractor's operations

### TASK DESCRIPTION

During daily inspection operations, our staff will oversee the Contractor's implementation of the approved SWPPP program. We will inspect BMP's daily and identify any potential sources of stormwater pollution. We will also oversee any spill clean-up measures should they occur. Should the SWPPP need to be revised or amended based on field conditions, we will review any amendments and upload the most current approved electronically using the SMARTS system. We anticipate that this is a Risk Level 1 Project so there are no testing and sampling requirements unless there is an illegal discharge or spill reported. However, there are pre, during and post SWPPP inspections that we will be required to oversee whenever there is a qualifying rain event.

### WORK PRODUCTS

1. Daily Inspection Reports with photographic records of SWPPP controls and BMP's
2. SWPPP inspection and corrective action correspondence

## TASK 2.3.3 MATERIALS TESTING

### OBJECTIVES

1. Sample, test and document compliance with the project specifications and City Quality Assurance Program for all incorporated material

### TASK DESCRIPTION

We will schedule material testing during the construction phase according to the City Quality Assurance Program (QAP), project specifications and City Standard

Specifications. We have reviewed the project plans and aforementioned contract documents and have identified the following Quality Assurance tests to be performed on this project.

The material test reports will be reviewed by the Resident Engineer to verify compliance with the project specifications. All material test reports will be maintained in the project files. Should quality assurance testing indicate non-conformance, the Resident Engineer will notify the Contractor and oversee all corrective work according to the project specifications and State Standard Specifications. Payment will not be authorized until material test reports indicate compliance with all contract requirements.

### WORK PRODUCTS

1. Material Test Reports
2. Non-Compliance correspondence if necessary

## TASK 2.3.4 SURVEYING AND CONSTRUCTION STAKING

### OBJECTIVES

1. To provide accurate and timely working stakes to facilitate construction of the improvements.
2. To provide timely documentation of completed field surveys

### TASK DESCRIPTION

Surveying services shall include one set of Control Stakes and one set of Working Stakes and layout calculations necessary to establish line and grade for the contractor, and will include the following:

1. Attend a Pre-construction Meeting with the City, Project Engineer, Construction Manager/Resident Engineer and General Contractor at the project site to review data, site conditions, and survey requirements.
2. Gather and analyze the available Improvement Plans, maps, Construction Documents, and record information for the project.
3. Perform a GPS survey to set the Control Stakes and the survey/control line for the Construction Staking.
4. Run levels from City/Project Benchmarks to the control stakes.
5. Provide Staking Package(s) to Field Crew and set Working Stakes as necessary.
6. We anticipate providing one set of working stakes for each of the items listed below:
  - Right-of-Way (100' o/c tangents, 50' o/c curves)
  - Demolition/Saw Cut Marking
  - Curb and Gutter Rough Grade (50' o/c tangents, 25' o/c curves)
  - Curb and Gutter final stakes (50' o/c tangents, 25' o/c curves,)
  - Alley Approaches
  - Commercial Drive Approaches
  - Fire Hydrant Relocations (Two offset stakes to finish grade)
  - Drainage Inlet Staking

- ADA Accessible Ramp Layout (as necessary)
  - Miscellaneous surveying and staking as requested by the Resident Engineer
7. Prepare and submit cut sheets to the Construction Manager and the Resident Engineer.

Upon the completion of each staking task we will provide the Construction Manager and the Resident Engineer with a Daily Survey Report, including a copy of the cut sheet for

the work performed. Actual offsets and spacing for working stakes will be coordinated with the construction manager and the contractor.

**WORK PRODUCTS**

1. Working stakes as outlined above
2. Daily Survey Report & Cut sheets
3. Pre and Post Corner Records filed with the County

**POST-CONSTRUCTION PHASE**

**TASK 3.1 FINAL INSPECTION & PUNCH-LIST INSPECTIONS**

**OBJECTIVES**

1. To provide the City with assurance that project work has been fully completed in accordance to the plans and project specifications.

**TASK DESCRIPTION**

The Resident Engineer and Inspector will walk inspect the full length of the project to document any unfinished, damaged or non-compliant work. The findings of this inspection will be documented in a project punch-list which will be formally transmitted to Contractor. The project site will be re-inspected as need until all punch-list item work has been completed. Once the RE believes the project is fully completed we will coordinate a walk-through with the City, the designer, and the contractor to accept the project. We will review completed punch-list work during this walk-through and if no other deficiencies or omissions are noted. We will recommend acceptance of the completed project.

**WORK PRODUCTS**

1. Punch-List for work to be completed

**TASK 3.2 PREPARE AND RECOMMEND FINAL PAYMENT REQUEST**

**OBJECTIVES**

1. To provide the City with the final contract cost, final balance due the contractor, and Report of Expenditure Checklist.

**TASK DESCRIPTION**

Following completion of the contract work, NV5 will determine the final quantities and cost of all approved change orders. This will be used to prepare the final estimate which will be forwarded to the City for final approval and processing. The Final Payment Request will be submitted once all punch-list work is complete and the City concurs with final acceptance of the completed project.

**WORK PRODUCTS**

1. Final Payment Request with Quantity Calculation documentation

**TASK 3.3 REVIEW AND SUBMIT AS-BUILTS**

**OBJECTIVES**

1. Provide the City with As-Built records of the completed project

**TASK DESCRIPTION**

During construction, as-built plans will be regularly updated to record any deviations from the project plans. Once all punch-list work has been completed, we will review the as-built records for accuracy and completeness. We will include all revised plan sheets resulting from contract change orders. The final as-built plans will be provided to the City with the Project Close-Out Records.

**WORK PRODUCTS**

1. As-Built Plans

**TASK 3.4 PREPARE FINAL REPORTS**

**OBJECTIVES**

1. To provide the City with a written history of the construction contract

**TASK DESCRIPTION**

NV5 will review the project documents and prepare a written report for the City to include at a minimum:

- Names of all key personnel and organizations involved with the project (i.e., City’s project manager, resident engineer, contractor, and any other parties that had a significant part in the construction of the projects)
- Chronological history of the construction effort, to include all significant dates
- Contract amounts at bid time with all other bids in tabular form
- Change order history, including summary statement about each change, negotiated cost of each change, and other information deemed necessary by NV5 and the City’s project manager
- Summary of RFIs, in tabular or matrix form
- Summary of outstanding claims not resolved when the notice of completion is filed
- Summary of final contract amount
- Final DBE and UDBE report
- Project photographs
- Lessons learned

## WORK PRODUCTS

1. Project History File

### TASK 3.5 DELIVER PROJECT FILES

#### OBJECTIVES

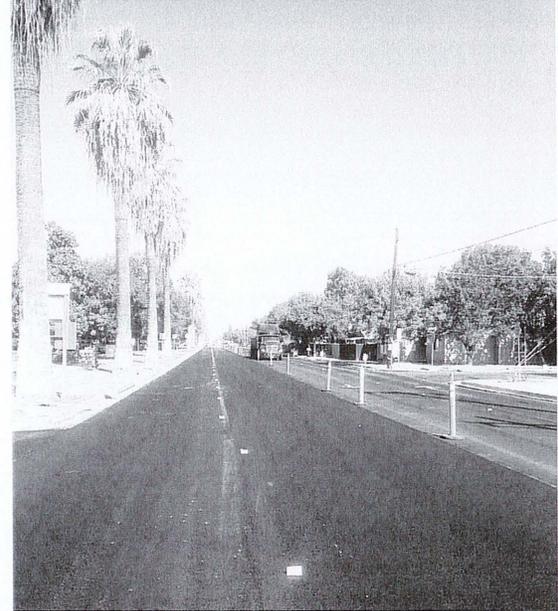
1. To provide the City with all project close-out documentation

#### TASK DESCRIPTION

NV5 will turn over all project files, contract correspondence, and documents, including final logs, to the City of Reedley upon completion of the project. We will check the completeness of our project record file in accordance with Caltrans Construction Manual Section 5-104, "Final Construction Project Records" and the Local Assistance Procedures Manual. We will also provide a spreadsheet that summarizes the Record Type, File Category and Retention Period required by the State. Once the files have been provided we will assist the City with the final Notice of Completion and Acceptance of Work documentation.

#### WORK PRODUCTS

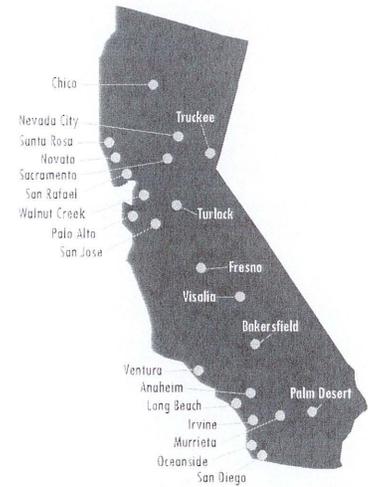
1. Electronic and hard copy of the project files



## NV5'S FIRM PROFILE

NV5, Inc. (NV5) is a leading provider of professional and technical engineering and consulting solutions, strategically focused in 5 verticals: Infrastructure, Environmental, Energy, Program Management and Construction Quality Assurance. The NV5 Construction Management Group is comprised of over 110 resident engineers, inspectors, project control specialists, office engineers, administrators, materials testers, and scheduling experts, focused almost exclusively on the construction of transportation infrastructure in Central California. Over the years, our construction management capabilities have continually expanded to meet the increasingly complex needs of our clients.

NV5 provides full suite construction management and inspection services to public sector clients throughout California. Our expertise is born of decades of in-the-trenches experience with both high-profile, complex and small, straightforward projects that have shaped the state's built environment. NV5 brings first-hand knowledge of the latest advances in the technologies, processes, and methods used to construct public works improvements. In the Central Valley, NV5 has played a major role in the shaping of the highway transportation system, providing local agencies with full suite construction management and inspection services for streetscape improvements; new bridges, bridge widenings, interchange improvements, highway approaches, new alignments, and rehabilitation; roadway surfacing; drainage basins; and landscaping projects.



## MEET THE NV5 TEAM

NV5's Construction Management team for the Reedley Alley Paving project, brings substantive experience providing construction management services for a wide range of capital improvement projects. Our team is distinguished by characteristics that translate to significant benefits to the City of Reedley:

- A local team with in-depth understanding of the City of Reedley's construction management and contract administration policies and procedures
- Strong working relationships with City of Reedley
- Expert working knowledge of the City's and Caltrans' standards, procedures, and manuals
- A long history of successful interaction with local regulatory agencies that oversee the construction of transportation infrastructure.

Each of our proposed project staff is fluent in the nuances of construction that lead to successful projects. Our team provides seasoned practitioners who have successfully addressed similar challenges on similar projects delivering them on time, on budget, and without claims.

The NV5 Team is under the very capable leadership of **PRINCIPAL-IN-CHARGE, Kevin Reisz, PE; PROJECT MANAGER, Bobby Pentorali, PE; and RESIDENT ENGINEER, Kramer Walker, PE** each of whom bring in-depth experience managing the construction of public works improvement projects – experience and longstanding working relationships with the City of Reedley, Caltrans, and regulatory agencies that will equate to time and cost savings to the City. Their leadership will ensure that the scope, schedule, budget, and quality of the project remain tightly controlled.

## STAFF INTRODUCTIONS

**KEVIN REISZ, PE - PRINCIPAL-IN-CHARGE:** Kevin has over 30 years of construction management experience, 15 of which he worked for Caltrans District 6. He has served as a contract manager, construction senior engineer, project manager, and resident engineer for complex bridge, highway, and city street improvement projects. Mr. Reisz brings in-depth local experience having served as the resident engineer for the City of Reedley's \$6.5 million Reed Avenue Phase II utility relocation and roadway reconstruction projects. Mr. Reisz will serve as principal-in-charge of the Reedley Alley Paving 2020 project, responsible for providing resources – staff, equipment, and technical – ensuring staff is fully equipped and versed in the City of Reedley's expectations and requirements, and ensuring the provision of the highest quality of services.

**BOBBY PENTORALI, PE - PROJECT MANAGER:** Bobby has more than 17 years of experience in transportation project delivery, specializing in major highway construction, bridge replacements, and rail projects. He has worked directly with Caltrans, Federal Highway Administration, and numerous Cities and Counties to deliver a wide array of transportation

projects in the public and private sectors. He is currently serving as the Structure's Representative and Assistant Resident Engineer on the City of Fresno's Veterans Boulevard Interchange project. Mr. Pentorali will serve as project manager of the Reedley Alley Paving 2020 project, responsible for monitoring the NV5 team's performance through the life of the project and auditing the project documentation to ensure full compliance with all funding requirements.

**KRAMER WALKER, PE - RESIDENT ENGINEER:** Kramer has over 10 years of construction management experience, with the last 7 serving as a Resident Engineer on large roadway improvement projects constructed to Caltrans' and local agency standards. He has in-depth knowledge of the Caltrans Standard Plans, Specifications, and Construction Manual procedures. Over the last 4 years, he has served as resident engineer and project manager on numerous projects for the County of Merced totaling over \$78 million in construction costs. Mr. Walker will serve as resident engineer for the Reedley Alley Paving 2020 project, responsible for directing the project team; contract administration; public outreach; inspection oversight; coordinating with responsible agencies, utility companies, and other project stakeholders; and oversight of our subconsultants.

**KOLTON WALKER, EIT - CONSTRUCTION INSPECTOR / ASSISTANT RESIDENT ENGINEER:** Kolton has 2 years of experience as an assistant resident engineer and roadway construction inspector in NV5's CM group. He is experienced in providing inspection services for roadway projects constructed to Caltrans and local agency standards. He also assists resident engineers with both field and office related construction management responsibilities. Kolton will serve as construction inspector and assistant resident engineer for the Reedley Alley Paving 2020 project. He will be responsible for inspection and quality assurance of the contractors' operations; documenting labor, equipment and materials installed on contract work; preparing daily quantities for monthly pay estimates; monitoring traffic control operations; and preparing daily diary records. He will also assist the resident engineer with reviewing submittals, responding to RFIs, and drafting contract change orders.

**BRIAN KLASSEN - CONSTRUCTION INSPECTOR:** Brian has 14 years of experience as a construction inspector and materials tester, bringing vast experience in all aspects of highway construction including mass grading, storm drain systems, HMA paving, and concrete construction. He is well versed with the Caltrans Construction Manual, materials sampling and testing procedures, and traffic control requirements. Brian will serve as an alternate construction inspector, available to provide all aspects of roadway construction inspection to fulfill the City's needs on the project.

**ROSA MARTINEZ - OFFICE ENGINEER / LABOR COMPLIANCE:** Rosa has 25 years of administrative and document control experience on transportation infrastructure projects following Caltrans procedures. She routinely maintains project contract document control systems, processes daily correspondence, develops weekly listings, verifies certified payroll records, and processes contract change orders and monthly progress payments. On the Reedley Alley Paving 2020 project, Rosa will be responsible for monitoring and auditing the contractor's certified payroll records.

## SUBCONSULTANTS

Our NV5 team is supplemented by the following subconsultants. They bring experience providing similar services on relevant projects.

**CALIFORNIA CONSTRUCTION SURVEYING, INC. (CCS)** is a high-tech DBE surveying company with years of experience meeting the needs of construction projects large and small. They have dedicated, qualified staff with the skills required to meet all project goals and expectations. They use only state-of-the-art tools to ensure accuracy and timely completion of work. Their efficiency and precision translates into money saved for our clients, and satisfied project managers.

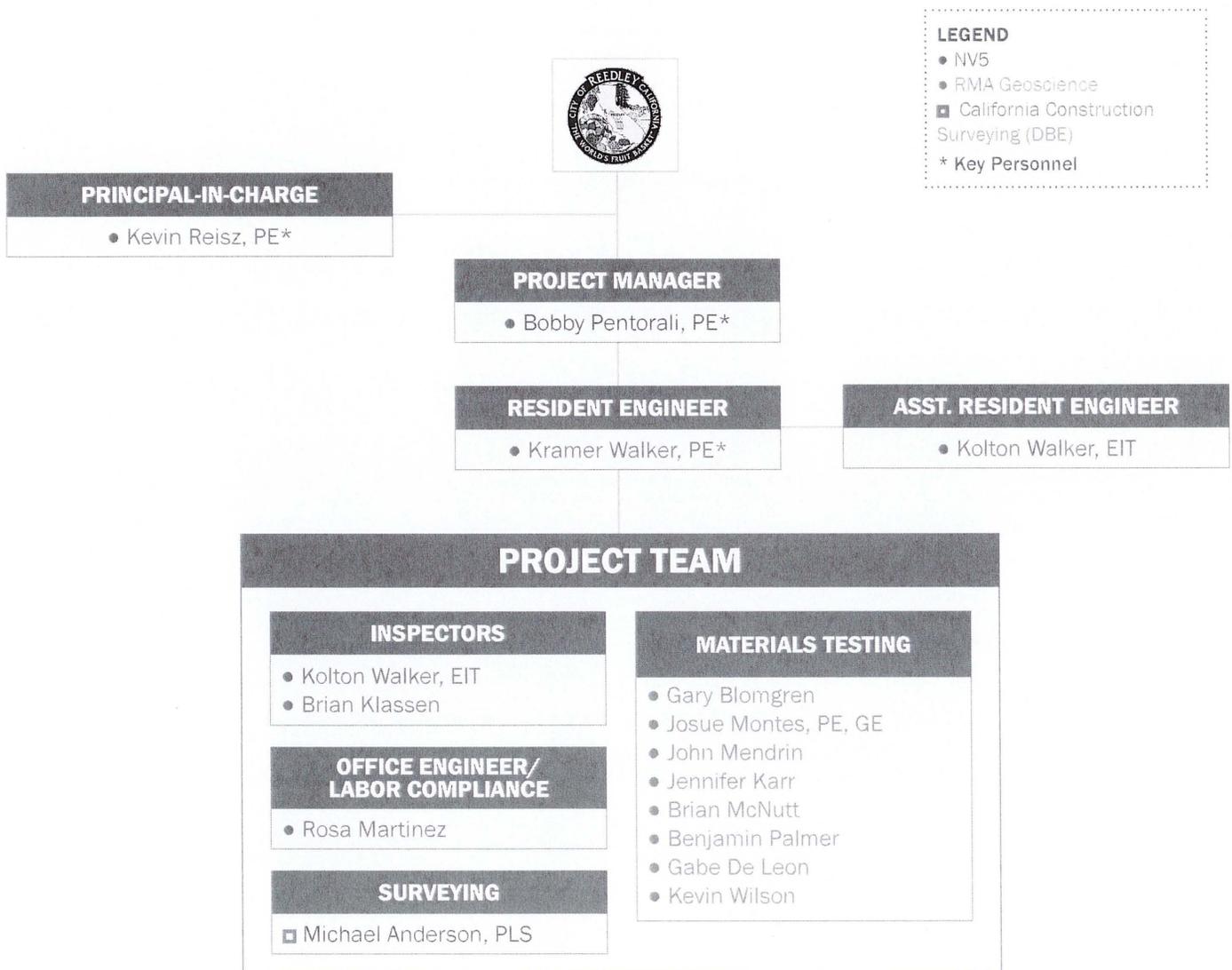
**RMA GEOSCIENCE (RMA)** RMA GeoScience is employee-owned and operated since 1997 with 24 years of experience working with local, state, and municipal agencies throughout California. RMA GeoScience provides geotechnical and materials engineering services to schools, public agencies, land developers, and institutions for roads, highways, buildings, housing, and utility infrastructure. Our professional team specializes in engineering geology, geotechnical engineering, environmental engineering, and construction services. Our firm is approved to perform materials testing in accordance with AASHTO, CALTRANS, and ASTM standards. Our laboratory has received recognition and accreditation for materials testing from DSA (LEA #302), Caltrans, AASHTO and AMRL. This enables us to provide inspection services for projects in a highly efficient manner, reducing the overall cost of inspection and testing programs.

**OUR PROPOSED STAFF WILL NOT BE SUBSTITUTED WITHOUT THE CITY OF REEDLEY'S PRIOR APPROVAL.**

**ORGANIZATION CHART**

NV5’s team provides for the full suite of construction management specialists required for successful completion of any on-call project. Our proposed project staff is well known for routinely crafting innovative solutions to bring projects to fruition efficiently, while meeting all contract requirements. They bring in-depth knowledge of engineering principles; construction management practices and construction methods; materials; budget preparation; effective personnel management and supervision; and the host of federal, state, and local laws and regulations that govern the construction of public works projects.

Full resumes for our key staff are provided on the following pages. Our proposed staff will not be substituted without the City of Reedley’s prior approval.



**STAFF ROLES AND QUALIFICATIONS**

The staffing table below highlights our proposed staff experience and qualifications. Each individual has been proposed for this team based on their level of experience working on similar projects involving construction management and inspection of roadway rehabilitation, concrete curb, gutter, sidewalk, and driveway improvements, and utility modifications.

STAFF MEMBER INFORMATION	RESPONSIBILITY	QUALIFICATIONS	RELEVANT PROJECT EXPERIENCE
<p><b>KEVIN REISZ, PE</b> Principal-in-Charge</p> <ul style="list-style-type: none"> <li>B.S. Civil Engineering - California State University, Fresno</li> <li>Professional Engineer, CA #C59627</li> <li>Qualified SWPPP Developer/Practitioner, #068248</li> </ul>	<ul style="list-style-type: none"> <li>Contract negotiations</li> <li>Cost, schedule and staffing oversight</li> </ul>	<p><b>NV5</b></p> <p>Kevin Reisz has 32 years of construction management experience, 15 of which he worked for Caltrans District 6. Mr. Reisz has proven successful experience on street improvement projects and has an excellent working relationship with Caltrans Oversight engineers. His expertise is founded in his in-depth understanding of both Caltrans' standards and procedures and the Federal Highway Administration's construction guidelines and requirements.</p>	<ul style="list-style-type: none"> <li>Cartmill Avenue Improvements</li> <li>Reed Avenue, Phase II</li> <li>SR 43/Lacey Boulevard Roundabout</li> <li>SR 41/Avenue 12 Intersection Improvements</li> <li>SR 99 Widening</li> </ul>
<p><b>BOBBY PENTORALI, PE</b> Project Manager</p> <ul style="list-style-type: none"> <li>Masters, Business Administration - California State University, Fresno</li> <li>BS Civil Engineering - California State University, Fresno</li> <li>Professional Engineer, CA #C72465</li> </ul>	<ul style="list-style-type: none"> <li>Review, monitor, train and provide general direction to the NV5 Team</li> <li>Audit project documentation for compliance with funding requirements</li> </ul>	<p>Bobby has more than 16 years of experience in transportation project delivery. He has worked directly with Caltrans, Federal Highway Administration, Federal Railroad Administration, state and federal environmental regulatory agencies, utility and railroad companies, and numerous state and local entities to deliver a wide array of transportation projects in the public sector.</p>	<ul style="list-style-type: none"> <li>Veteran's Boulevard Interchange</li> <li>Belle Terrace Operational Improvements</li> <li>Stony Point Road, Ph III</li> </ul>

## PROJECT TEAM AND EXPERIENCE

NV5

### STAFF MEMBER INFORMATION

### RESPONSIBILITY

### QUALIFICATIONS

### RELEVANT PROJECT EXPERIENCE

#### KRAMER WALKER, PE

Resident Engineer

- BS Civil Engineering - California State University, Fresno
- Professional Engineer, CA #C84284

- Contract Administration
- Running project meetings
- Resolving disputes
- Public outreach
- Reviewing RFI's, submittals and contract change orders
- Prepare monthly reports for delivery to the City
- Primary point of contact for the City

Kramer has 10 years of construction management experience, with 7 years as a Resident Engineer. He has excellent knowledge of Caltrans procedures and requirements. He has managed numerous roadway rehabilitation and full roadway reconstruction projects for multiple cities and counties and has experience coordinating with utility owners, local residents, and other project stakeholders.

- Santa Fe & Childs Avenue Intersection Improvements Project
- Los Cerritos over Dry Creek Bridge Replacement Project
- Campus Parkway Segment 3
- Campus Parkway Segment 2
- SR178 Widening Project

#### KOLTON WALKER, PE

Assistant Resident Engineer,  
Construction Inspector

- B.S. Civil Engineering - California State University, Fresno
- Engineer-in-Training, CA

- Field Inspection
- SWPPP Compliance
- Documentation and record keeping
- Attendance at progress meetings
- Coordinating materials testing
- Reviewing RFIs, submittal and CCOs

Kolton is an assistant engineer in NV5's construction management group. He is a certified engineer-in-training (EIT). Kolton is experienced in the construction inspection services for roadway projects constructed to Caltrans Standards. He has a good working knowledge of Caltrans Specifications, Plans, and Construction Manual. Kolton is capable of assisting licensed residents engineers with both field and office construction engineering work.

- Campus Parkway, Segment 3
- Oakhurst Midtown Connector

#### BRIAN KLASSEN

Construction Inspector

- Reedley College, General Education courses
- NICET, Level 1 Construction Soils/Aggregates
- ACI, Grade I Concrete Field Testing
- Caltrans Test Methods: 125 AC, 125 AGG, 125 Misc, 125 PCC, 201, 202, 216, 217, 226, 227, 231, 308, 375, 504, 518, 523, 524, 33, 539, 540, 556, and 557

- Field Inspection
- Documentation and record keeping
- Coordination with contractor and subcontractors

Brian Klassen has more than 16 years experience as a construction inspector and materials tester. He brings in depth experience in all aspects of structural concrete construction, asphalt and concrete roadways, paving, and mass grading for highway construction.

- Veteran's Boulevard Interchange
- Santa Fe-Tulare Roundabout
- SR 198/Akers Street Interchange Improvements
- Visalia Road Improvements
- Santa Fe Overcrossing at SR 198

PROJECT TEAM AND EXPERIENCE

**STAFF MEMBER INFORMATION**

**RESPONSIBILITY**

**QUALIFICATIONS**

**RELEVANT PROJECT EXPERIENCE**

**ROSA MARTINEZ**

Office Engineer/Labor Compliance

• Bakersfield College, Coursework

- Labor compliance
- DBE utilization
- EEO compliance
- Project closeout

Rosa Martinez has 25 years of experience providing a wide range of office engineering, document control, and due diligence for transportation improvements. She has a complete understanding of Caltrans' system and procedures for filing and organizing project documents and reports. She is experienced in setting up and maintaining complex project filing systems; preparing and distributing project correspondence and documentation; verifying certified payrolls; and processing contract change orders and monthly progress payments.

- Campus Parkway, Segment 3
- Belle Terrace Operational Improvements
- SR 178 Widening Project
- Westside Parkway, Phase 1

**CALIFORNIA CONSTRUCTION SURVEYING**

**MICHAEL ANDERSON, PLS**

Surveyor

- B.S. Survey Engineering - California State University Fresno
- Professional Land Surveyor, CA #7027
- SUAS Remote Pilot License Certification #4483185

- Construction surveying and staking
- Documentation of completed field surveys

38 years of experience in performing and supervising construction surveying, topographic, mapping and boundary. Has been actively involved in land surveying for the design and construction of pipelines, correctional institutions, schools, shopping centers, airports, hospitals, bridges, dams, wastewater treatment plants, landfills, roads, highways, freeways and interchanges.

- Centennial Corridor (SR 58)
- Stockdale Highway & Enos Lane (SR 43) Roundabout
- Belle Terrace Operational Improvements

**RMA GEOSCIENCE**

**GARY BLOMGREN**

Materials Tester

- Post Certification (PC 832) California State Fresno City College, Pre-Law

- Project oversight and ensuring adequate personnel or laboratory resources are available.

Gary has more than 20 years of construction inspection and materials testing experience including more than eight years as a group manager. Gary has provided operational oversight and quality control for materials testing and inspection of earthwork, asphalt concrete, reinforced concrete, masonry, post-installed anchors, structural steel and fireproofing. His experience with construction inspection and testing includes a wide variety of projects such as roadway improvements and bridges.

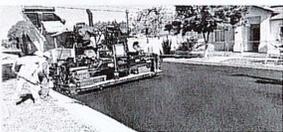
- Tulare County Various Bridge Projects
- East Ramp Reconstruction of Fresno Yosemite International Airport
- Skywest Apron at Fresno Yosemite International Airport

**SIMILAR PROJECT EXPERIENCE**

Understanding the key features and challenges of the Reedley Alley Paving Project is critical to successful delivery. NV5 not only understands these issues, we have the know-how and expertise as evidenced on the following project experience summaries. All of these projects highlight our familiarity with the similarities of this project, as well as our technical expertise with relevant project features such as alley excavation, tree removal, ADA compliant approaches, sidewalk, gutter and storm drains. We also highlight our experience with managing and inspecting construction projects subject to Caltrans standards and Federal funding regulation guidelines.

PROJECT NAME   LOCATION	PROJECT DESCRIPTION   OUTCOME	CLIENT CONTACT	SERVICES PROVIDED	PROJECT INFORMATION
<b>REED AVENUE, PHASE II UTILITY RELOCATIONS AND RECONSTRUCTION</b> Reedley, CA 	These combined \$6.5 million projects included roadway reconstruction, ADA ramp and other pedestrian improvements, underground utility relocations, and new street lighting between Manning and South Avenues. The project utilized the Full Depth Reclamation with Cement process to rehabilitate the roadway. This project occurred on one of the main arterials through the City of Reedley while the roadway remained open during construction.  NV5 reviewed traffic handling plans and oversaw daily traffic handling operations throughout the project. Pedestrian and motorist safety enhancement included solar powered flashing beacons and vehicle detection systems at the signalized intersections. NV5 coordinated with Pacific Gas and Electric (PG&E), Frontier Telephone and Comcast to relocate and protect third party utilities.	City of Reedley 1717 9th Street Reedley, CA 93654  John Robertson, PE (former City Engineer) P 559.765.1608	<ul style="list-style-type: none"> <li>Resident Engineer</li> <li>Construction Inspection</li> <li>Office Engineer</li> <li>Labor Compliance</li> <li>Surveying</li> </ul>	<b>CM CONTRACT AMOUNT</b> \$336,340  <b>DATE OF COMPLETION</b> January 2019
<b>SR 43 (ENOS LANE)/STOKDALE HWY ROUNDABOUT PROJECT</b> Bakersfield, CA 	This \$6.7 million project replaced a four-way stop intersection along State Route 43 with a roundabout. The project was administered by the City of Bakersfield in State Right-of-Way which required Caltrans Oversight. The project included both concrete and asphalt paving, relocation of storm drain utilities, construction of a drainage basin, cast-in-place retaining walls, lighting, landscaping and architectural treatments. The roads remained open during the project which required four traffic stages and daily oversight of traffic handling controls. NV5 coordinated closely with PG&E, AT&T, Level 3 Fiber Optic and adjacent farmers to resolve conflicts during construction.	City of Bakersfield Ravi Pudipeddi, PE, Civil Engineer IV 1600 Truxtun Avenue Bakersfield, CA 93301 P 661-326-3483 E <a href="mailto:Ravi_Pudipeddi@bakersfieldcity.us">Ravi_Pudipeddi@bakersfieldcity.us</a>	<ul style="list-style-type: none"> <li>Resident Engineer</li> <li>Construction Inspection</li> <li>Office Engineer</li> <li>Labor Compliance</li> <li>Material Testing and Specialty Inspection</li> </ul>	<b>CM CONTRACT AMOUNT</b> \$715,906  <b>DATE OF COMPLETION</b> December 2020
<b>CARTMILL AVENUE IMPROVEMENTS</b> Tulare, CA 	This \$7.5 million project to reconstruct and widen Cartmill Avenue between Akers Road and Mooney Boulevard (SR 63). The existing roadway was widened from 2 lanes to 6 lanes and included demolition and installation of sewer, water, and storm drain, roadway reconstruction, ADA ramps, and new traffic signals and street lighting between Retherford Street and De La Vina Street. This project occurred on one of the main arterials through the City of Tulare while the roadway remained open during construction. NV5 reviewed traffic handling plans and oversaw daily traffic handling operations throughout the project. Pedestrian and motorist safety enhancements included audible pedestrian push buttons and vehicle detection systems at the signalized intersections.	City of Tulare Nick Bartsch, Senior Project Manager 411 E. Kern Avenue Tulare, CA 93274 P 559-684-4209 E <a href="mailto:nbartsch@tulare.ca.gov">nbartsch@tulare.ca.gov</a>	<ul style="list-style-type: none"> <li>Resident Engineer</li> <li>Construction Inspection</li> <li>Office Engineer</li> </ul>	<b>CM CONTRACT AMOUNT</b> \$490,000  <b>DATE OF COMPLETION</b> May 2020
<b>SANTA FE &amp; CHILDS AVENUE INTERSECTION IMPROVEMENTS</b> Merced, CA 	NV5 is providing full service construction management services to the County of Merced for the \$1.8 million intersection improvements project. Project improvements include the realignment and widening of Childs Avenue and Santa Fe Avenue, as well as the realignment of Market Street. Construction of the new signalized intersection consists of new sidewalk, curb & gutter, concrete medians, ADA compliant curb ramps, storm drain inlets and culverts, signing and striping, and traffic signal electrical work. NV5 will also be responsible for coordinating with BNSF to replace the existing at-grade railroad crossing and associated equipment as part of the intersection improvements project.	Merced County Alvaro Buenrostro, Supervising Engineer 345 W. 7th Street Merced, CA 95341 P 209.385.7601 E <a href="mailto:Alvaro.Buenrostro@countyofmerced.com">Alvaro.Buenrostro@countyofmerced.com</a>	<ul style="list-style-type: none"> <li>Resident Engineer</li> <li>Construction Inspection</li> <li>Office Engineer</li> </ul>	<b>CM CONTRACT AMOUNT</b> \$453,424  <b>DATE OF COMPLETION</b> November 2022 (anticipated)

PROJECT TEAM AND EXPERIENCE

PROJECT NAME   LOCATION	PROJECT DESCRIPTION   OUTCOME	CLIENT CONTACT	SERVICES PROVIDED	PROJECT INFORMATION
<b>CHILDS AVE PAVEMENT REHABILITATION</b> Merced, CA 	NV5 provided full service construction management services to the County of Merced for the \$3.7 million roadway rehabilitation project. The project consisted of 4.5 miles of pavement rehabilitation, including 1.5 miles of pavement overlay and 3.5 miles for Full Depth Reclamation with cement (FDR-C). The existing 2-lane roadway was also widened to add 4-ft shoulders. The project was constructed in the stages to reduce impacts of local traffic. NV5 coordinated with local residents to maintain access during construction and minimize public inconvenience.	Merced County Alvaro Buenrostro, Supervising Engineer 345 W. 7th Street Merced, CA 95341 P 209.385.7601 E <a href="mailto:Alvaro.Buenrostro@countyofmerced.com">Alvaro.Buenrostro@countyofmerced.com</a>	<ul style="list-style-type: none"> <li>• Resident Engineer</li> <li>• Construction Inspection</li> <li>• Office Engineer</li> </ul>	<b>CM CONTRACT AMOUNT</b> \$383,952  <b>DATE OF COMPLETION</b> January 2021
<b>SANTA FE/TULARE AVENUE ROUNDABOUT</b> Visalia, CA 	NV5 provided Resident Engineer, Construction Inspection, Materials Testing, Public Outreach and Office Engineering services on this roundabout project in the City of Visalia. The existing intersection was stop controlled and misaligned causing delays during peak hour commute times. The intersection was completely closed for a 60-day period to remove and replace all four legs of the intersection and construct a roundabout with ADA-compliant pedestrian improvements within the project limits. Closure of the intersection required a major detour through the City that NV5 reviewed, approved and oversaw during the course of the project. The short window available for all of this work during the closure of the intersection resulted in an accelerated construction schedule requiring a proactive approach to quality control and material procurement. Other key components of this project included storm drain and sewer improvements, new lighting systems, full-depth reclamation with cement to recycle the existing roadway, aesthetic treatments and landscaping.	City of Visalia Rebecca Keenan, PE, Senior Civil Engineer 315 E. Acequia Ave. Visalia, CA 93291 P 559.713.4541 E <a href="mailto:rebecca.keenan@visalia.city">rebecca.keenan@visalia.city</a>	<ul style="list-style-type: none"> <li>• Resident Engineer</li> <li>• Construction Inspection</li> <li>• Materials Testing</li> <li>• Public Outreach</li> <li>• Office Engineering</li> </ul>	<b>CM CONTRACT AMOUNT</b> \$360,027  <b>DATE OF COMPLETION</b> June 2021
<b>TULARE AVENUE IMPROVEMENTS</b> Tulare, CA 	\$4.8 million replacement of existing utilities and reconstruction of the roadway. The improvements included demolition and reconstruction of concrete curb ramps and alley approaches, construction of concrete curb and gutter, demolition and installation of sanitary sewer, water, and storm drain improvements, grinding and removal of existing asphalt concrete pavement, earthwork and grading, prepare subgrade using Full Depth reclamation with cement, furnish and place hot mix asphalt concrete pavement, and installing pavement markings and signs.	City of Tulare Nick Bartsch, Senior Project Manager 411 E. Kern Avenue Tulare, CA 93274 P 559-684-4209 E <a href="mailto:nbartsch@tulare.ca.gov">nbartsch@tulare.ca.gov</a>	<ul style="list-style-type: none"> <li>• Construction Inspection</li> <li>• Materials Testing</li> </ul>	<b>CM CONTRACT AMOUNT</b> \$294,000  <b>DATE OF COMPLETION</b> April 2021
<b>ELLIOT TRACT IMPROVEMENTS</b> Tulare, CA 	\$4.1 million replacement of existing utilities and reconstruction of the roadway. The improvements included demolition and reconstruction of concrete curb ramps, construction of concrete curb and gutters, demolition and installation of sewer, water, and storm drain improvements, grind and removal of existing asphalt concrete, earthwork and grading, prepare subgrade furnish and place class II aggregate base and hot mix asphalt concrete pavement, and installing pavement striping, markings and signs.	City of Tulare Nick Bartsch, Senior Project Manager 411 E. Kern Avenue Tulare, CA 93274 P 559-684-4209 E <a href="mailto:nbartsch@tulare.ca.gov">nbartsch@tulare.ca.gov</a>	<ul style="list-style-type: none"> <li>• Construction Inspection</li> <li>• Materials Testing</li> </ul>	<b>CM CONTRACT AMOUNT</b> \$285,480  <b>DATE OF COMPLETION</b> August 2022

**KEVIN REISZ, PE | Principal-in-Charge**

Kevin Reisz has 33 years of construction management experience, 15 of which he worked for Caltrans District 6. He has served as a contract manager, construction senior engineer, project manager, resident engineer, transportation and construction engineer, office engineer, and construction inspector for multiple complex bridge and highway projects, including design-build and design-bid-build new freeways, widening and retrofit, and all types of rehabilitation. He brings in-depth knowledge of Caltrans' standards and procedures and the FHWA's construction guidelines and requirements; contract law; and labor compliance law.

Widely recognized as an expert in contract administration, he has trained Caltrans District 6 resident engineers in claims avoidance, collaborating, and contract administration. He also taught classes in Caltrans District 6 on the new Standard Specifications for hot-mix asphalt paving, writing contract change orders, quality control/quality assurance, and best practices.

Mr. Reisz brings extensive experience managing multidisciplinary project teams, oversight of construction planning, quality oversight, utility coordination, force account work coordination, reporting, and agency liaison. He is experienced in monitoring and providing daily direction to construction management teams and inspectors; managing sub consultants; maintaining quality control of deliverables; identifying critical review and milestones; developing, organizing, and facilitating scheduled coordination meetings and preparing and distributing meeting minutes; managing conflicts; reviewing CPM schedules and providing expert comments; meeting with functional managers for project CPM activities; overseeing that all safety measures are in place; and managing overall contract budgets and providing reports to the contract manager.

**EDUCATION**

BS Civil Engineering - California State University, Fresno

**EXPERIENCE**

33 years

**REGISTRATIONS**

Registered Professional Engineer, CA #C59627

**PROJECT EXPERIENCE****CARTMILL AVENUE IMPROVEMENTS**

CITY OF TULARE

Resident Engineer for this \$6.5 million project that includes demolition and reconstruction of concrete curb ramps, construction of concrete curb and gutter, demolition and installation of sewer, water and storm drain improvements, grind and removal of existing asphalt concrete pavement, earthwork and grading, prepare subgrade, furnish and place hot mix asphalt concrete pavement, installing pavement markings and signs, and new traffic signal installation. Responsibilities include oversight and management of project staff; management of the project budget and schedule; primary charge of all work on the site; coordination with the contractor; management of RFI's, submittals, and contract change orders; monitoring noncompliance reports; managing field testing and inspection programs; claims analysis, estimating, and management; and reporting at all project stages.

**REED AVENUE PHASE II**

CITY OF REEDLEY

Resident Engineer for the \$5 million project that includes ADA ramp improvements, underground utility, pavement improvements and street lighting between Manning and South Avenues. Responsibilities include oversight and management of project staff; management of the project budget and schedule; primary charge of all work on the site; coordination with the contractor; management of RFI's, submittals, and contract change orders; monitoring noncompliance reports; managing field testing and inspection programs; claims analysis, estimating, and management; and reporting at all project stages.

**SR 63 AND LINCOLN OVAL STREET IMPROVEMENTS**

CITY OF VISALIA

Contract manager/resident engineer for the \$2 million construction of curb, gutter and sidewalk improvements to meet new American with Disability Act requirements along State Route 63. Project responsibilities included providing verbal and written direction to contractors, inspectors, surveyors, and materials testers; coordinating with Caltrans and other governmental agencies, municipalities, and utility companies; administration of contract compliance in accordance with applicable state laws, the contract's special provisions, and Caltrans' Standard Specifications and Standard Plans; negotiating the resolution of contract claims and disputes; and performing engineering calculations, developing estimates for changes to the project, preparing contract change orders, and preparing and processing progress pay estimates. Oversaw compliance with all labor laws and reviewed certified payrolls and extra work bills.

**BOBBY PENTORALI, PE | Project Manager**

Bobby has more than 17 years of experience in transportation project delivery, specializing in bridge replacements and seismic retrofits, as well as major highway construction, earth retaining systems and rail projects.

He has worked directly with Caltrans, Federal Highway Administration, Federal Railroad Administration, state and federal environmental regulatory agencies, utility and railroad companies, and numerous state and local entities to deliver a wide array of transportation projects in the public and private sectors. His contract administration experience includes contract change order negotiation, resolution of contract disputes, review of monthly progress payments, and development and management of project staff.

**PROJECT EXPERIENCE****SANTA FE-TULARE ROUNDABOUT**

CITY OF VISALIA

Resident Engineer for the construction a new traffic roundabout at the intersection of Santa Fe Street and Tulare Avenue. Work includes a new single lane roundabout, all-purpose trail around the intersection connecting to existing Santa Fe Trail, new pedestrian refuge consisting of splitter islands, new transit stops, storm drain, sanitary sewer, curb, gutter and sidewalk, curb ramps, paving, fences, block wall, lighting, signage striping, landscape and irrigation. Responsible for oversight, quality assurance, labor compliance and third-party coordination.

**CENTRAL AVENUE AT EAST TAYLOR ROAD INTERSECTION OVERLAY**

STANISLAUS COUNTY

Construction Manager/Resident Engineer for this project that reconstructed approximately 2,200 LF of roadway and storm drain features to improve the overall roadway geometry and hydraulics of this busy, rural arterial. In order to maintain continuous operations of this road for the duration of the project, reversing traffic control was implemented during working hours and temporary delineation was installed during non-working hours. Bobby's responsibilities included traffic control oversight, quality assurance, labor compliance and third-party coordination. Bobby identified and resolved multiple unforeseen utility conflicts and design issues during construction.

**STATE HIGHWAY 1 SB RAMPS / HOLMAN HIGHWAY 68 ROUNDABOUT**

CITY OF MONTEREY

Resident Engineer for this roundabout construction project, located at the intersection of State Route 68 and the Highway 1 southbound exit ramp and the intersection of 17 Mile Drive/Highway 1 southbound entrance ramp. Caltrans performed oversight and final acceptance. To ensure the accuracy of this schedule, Bobby recommended several pre-construction activities to the City to minimize potential changes including pre-potholing of known utility conflict locations, revising construction stand-down times during key events, seeking approval of alternate construction methods from Caltrans and combining traffic stages. These changes minimized the potential for unforeseen conditions, accelerated portions of the work and confirmed that construction activities did not adversely impact traffic during peak demands. After several schedule iterations, the team was able to provide the public with a concise and understandable plan of anticipated traffic impacts throughout the project

**BELLE TERRACE OPERATIONAL IMPROVEMENTS**

CITY OF BAKERSFIELD

Resident Engineer and Structure Representative for this \$42 million project which connects Highway 58 to the Westside Parkway to improve east-west travel across the City. This project replaced the existing Connector Bridge between Highway 58 and State Route 99 and the Belle Terrace Bridge over Highway 99. Roughly one mile of State Route 99 was widened with concrete pavement and partially resurfaced. The project also reconstructed local roads, pedestrian routes and storm drain facilities along the local streets that parallel State Route 99. Responsibilities included running weekly meetings, negotiating and finalizing contract change orders, resolving disputes, responding to RFIs, Submittals and CPM updates, issuing directives, implementing the project's source inspection quality management plan (SIQMP), coordinating materials testing firms and CM staff for quality assurance inspection/testing and verifying Contractor's quality control documentation.

**EDUCATION**

Masters, Business Administration (MBA) - California State University, Fresno

BS Civil Engineering - California State University, Fresno

**EXPERIENCE**

17 years

**REGISTRATIONS**

Registered Professional Engineer, CA #C72465

**KRAMER WALKER, PE | Resident Engineer**

Kramer Walker brings 10 years of experience on transportation improvements in the Central Valley working as a Resident Engineer, Assistant Resident Engineer and Office Engineer. He has worked on the construction of major expressway, interchange, bridge, and highway projects. Kramer has a good working knowledge of Caltrans Standard Plans and Specifications. He has been responsible for constructability reviews; cost analysis and estimate preparation; review and approval of submittals; reviews and responses to RFIs; preparation and negotiation of contract change orders; negotiating claims resolutions; processing of monthly progress pay estimates; CPM schedule review and approval; conducting weekly project meetings; coordination with utility companies and other third parties; SWPPP compliance monitoring; and management oversight of quality assurance inspection and contract administration.

**EDUCATION**

BS Civil Engineering - California State University, Fresno

**EXPERIENCE**

10 years

**REGISTRATIONS**

Registered Professional Engineer, CA #C84284

Qualified SWPPP Developer/  
Practitioner (QSD/P)

**PROJECT EXPERIENCE****CAMPUS PARKWAY, SEGMENT 3**

MERCED COUNTY

Resident Engineer for the \$45 million third phase of the Campus Parkway corridor. This segment included approximately 2.5 miles of new four-lane expressway including a total of 5 bridges, a signalized intersection, and two roundabouts. The project also included full removal and reconstruction of 2.5-miles of a two-lane County road. Pre-construction, responsibilities included leading utility relocations prior to Contractor bid packages, assisting in environmental permitting issues and workarounds, bid assistance, constructability reviews and value engineering. During construction, responsible for full Resident Engineer duties, including responding to RFI's, preparing cost analyses, review and approval of submittals, third party coordination, processing monthly progress pay estimates, and drafting and negotiation of contract change orders. Also responsible for management oversight of construction inspection, quality assurance, materials/soil testing, and contract administration.

**CAMPUS PARKWAY, SEGMENT 2**

MERCED COUNTY

Resident Engineer for the \$25 million second phase of the Campus Parkway corridor. This segment included approximately ¾ of a mile of new four-lane expressway including two bridges over State Route 140 and BNSF railroad tracks. The project also included cold-planning, overlaying, and widening a 0.60-mile stretch of State Route 140, adding a center turn lane and a traffic signal at the intersection with the expressway connector. Responsible for full Resident Engineer duties during the project, including responding to RFI's, preparing cost analyses, review and approval of submittals, third party coordination, processing monthly progress pay estimates, and drafting and negotiation of contract change orders. Also responsible for management oversight of construction inspection, quality assurance, materials/soil testing, and contract administration.

**SR 178 WIDENING PROJECT, PHASE 2**

CITY OF BAKERSFIELD

Resident Engineer on the \$22 million project to widen State Route 178 from two to six lanes from just east of Morning Drive to Masterson Street, and from two to four lanes from Masterson Street to Miramonte Drive. Masterson Street, Alfred Harrell Highway, Miramonte Drive and State Route 184 were realigned and/or widened where they intersect with State Route 178. A new signal was installed at the realigned State Route 184 intersection and at the Masterson Street intersection; and the existing traffic signals at Canteria Drive, Alfred Harrell Highway, and Miramonte Drive intersections were modified. The project also included new storm drainage and numerous utility relocations along the 3.2-mile roadway alignments. Responsible for responding to RFIs, review and approval of submittals, utility coordination, SWPPP compliance monitoring, conducting weekly project meetings, CPM schedule review and approval, drafting and negotiation of contract change orders, and negotiating claims resolutions. Also responsible for management oversight of construction inspection, quality assurance, materials/soil testing, and contract administration.

**KOLTON WALKER, EIT | Assistant Resident Engineer/Construction Inspector**

Kolton is an assistant engineer in NV5's construction management group. He is a certified engineer-in-training (EIT). Kolton is experienced in the construction inspection services for roadway projects constructed to Caltrans Standards. He has a good working knowledge of Caltrans Specifications, Plans, and Construction Manual. Kolton is capable of assisting licensed resident engineers with both field and office construction engineering work.

**EDUCATION**

BS, Civil Engineering – California State University, Fresno

**EXPERIENCE**

2 years

**REGISTRATIONS**

Engineer-in-Training, CA

**PROJECT EXPERIENCE****CAMPUS PARKWAY, SEGMENT 3**

## MERCED COUNTY

Assistant Resident Engineer and field inspector for the \$45 million third phase of the Campus Parkway corridor. This segment included approximately 2.5 miles of new four-lane expressway including a total of 5 bridges, a signalized intersection, and two roundabouts. The project also included full removal and reconstruction of 2.5-miles of a two-lane County road. Responsibilities include submittal reviews, RFI reviews, CCO drafting, quantity sheet development, and roadway construction inspection.

**OAKHURST MIDTOWN CONNECTOR**

## MADERA COUNTY

Assistant Resident Engineer and field inspector for the \$11.7 million improvement project along SR 41. Project involves construction of the Midtown Connector, new bridge over the Fresno River, new intersection between SR 41 and the Midtown Connector, installation of reinforced concrete pipe and realignment of tributaries, and improvements to existing intersections. Responsibilities include part-time inspection of roadway and drainage work, submittal review, writing CCOs, and pay estimates.

## BRIAN KLASSEN | Construction Inspector

Brian Klassen has more than 14 years experience as a construction inspector and materials tester. He brings in depth experience in all aspects of structural concrete construction, asphalt and concrete roadways, paving, and mass grading for highway construction. Brian is well versed in construction practices and has a good working knowledge of Caltrans' Standard Plans and Specifications, Construction Manual, Traffic Control Manual, and Materials Sampling and Testing Manual. He brings in-depth knowledge of construction and safety practices. Brian also holds multiple Caltrans' certifications, including Campbell/Troxler; Nuclear Gage Certification; NICET; and 10-hour OSHA safety training.

### PROJECT EXPERIENCE

#### SANTA FE-TULARE ROUNDABOUT

CITY OF VISALIA

Lead Construction Inspector for this project that constructs a new traffic roundabout at the intersection of Santa Fe Street and Tulare Avenue. Work includes a new single lane roundabout, all-purpose trail around the intersection connecting to existing Santa Fe Trail, new pedestrian refuge consisting of splitter islands, new transit stops, storm drain, sanitary sewer, curb, gutter and sidewalk, curb ramps, paving, fences, block wall, lighting, signage striping, landscape and irrigation. Responsible for all aspects of roadway construction inspection, writing daily reports, and preparing quantity payment sheets.

#### SR 198/AKERS STREET INTERCHANGE IMPROVEMENTS

AGENCY/OWNER

Lead Construction Inspector. Project replaced and widened the roadway along Akers Street between Cypress Avenue to north of Hillsdale Avenue. Pedestrian improvements, private driveways and new lighting systems were constructed on both sides of Akers Street between these limits. Dual Left turns were added at the Eastbound and Westbound On-Ramps of SR-198. Both traffic signal systems at Mineral King Avenue and Noble Avenue were removed and replaced. The Eastbound SR198 On-Ramp was replaced and widened. Aesthetic treatments were constructed along the slope paving of the Akers Street Undercrossing and in the median island near Mineral King Avenue and new landscaping was installed adjacent to the SR198 Ramps. Responsible for all aspects of roadway construction inspection, writing daily reports, and preparing quantity payment sheets.

#### VISALIA ROAD IMPROVEMENTS

CITY OF EXETER

Construction Inspector. Project entails a full street reconstruction for the existing roadway on Visalia Road from Jacobs Place to Quince Avenue. Construction activities include construction of accessible ramps, curb, gutter, sidewalk, drive approaches, median curb, and bus turnout; adjusting utilities to grade; storm drainage; water line replacement; lift station; traffic signal modification; street lighting; landscaping and irrigation; signing, striping, and pavement markings; and other miscellaneous improvements and appurtenances.

#### CALTRANS DISTRICT 6 ON CALL

CALTRANS

Construction inspector overseeing various projects including; Continuous Reinforced Concrete Pavement, Jointed Plain Concrete Pavement, HMA paving, Lean Concrete Base, Aggregate Base, earth work grading, drainage systems, striping, erosion control, SWPPP inspections, ADA concrete curb ramp placement, and landscape placement. Brian's responsibilities included supervising and delegating construction operations to other inspectors, writing daily reports, extra work reports, preparing progress payments and review of other Inspectors quantity payment sheets, reviewing submittals, and preparing As-Builts for the Caltrans Fresno (Parkway) office.

#### SANTA FE OVERCROSSING AT HIGHWAY 198

CITY OF VISALIA

Materials tester for the Santa Fe overcrossing, which entailed the removal of the existing railroad crossing and construction of a new north- and southbound overcrossing. Responsible for testing materials used for soils, aggregate base, lean concrete base, asphalt treated permeable base, asphalt concrete pavement, and Portland cement concrete pavement.

### EDUCATION

Reedley College, General Education Courses

### EXPERIENCE

15 years

### CERTIFICATIONS

NICET, Level 1 Construction Soils/Aggregates

ACI, Grade I Concrete Field Testing

Caltrans Test Methods: 125 AC, 125 AGG, 125 Misc, 125 PCC, 201, 202, 216, 217, 226, 227, 231, 308, 375, 504, 518, 523, 524, 33, 539, 540, 556, and 557

**ROSA MARTINEZ | Office Engineer/Labor Compliance**

Rosa Martinez has 25 years of experience providing a wide range of office engineering, document control, and due diligence for transportation improvements. She has a complete understanding of Caltrans' system and procedures for filing and organizing project documents and reports. She is experienced in setting up and maintaining complex project filing systems; developing and maintaining document control procedures and file codes; managing incoming and finalizing

outgoing correspondence; preparing and distributing project correspondence and documentation; distributing, logging, scanning, and tracking deliverables; reviewing, tracking, and issuing payment for extra work bills; verifying certified payrolls; processing contract change orders and monthly progress payments; and scheduling and attending weekly progress meetings and preparing meeting minutes.

**EDUCATION**

Bakersfield College - Coursework

**EXPERIENCE**

25 years

**PROJECT EXPERIENCE****BELLE TERRACE OPERATIONAL IMPROVEMENTS**

CITY OF BAKERSFIELD

Office Engineer for this \$37 million project which involved the removal and replacement of two bridges, construction of over 4,000 linear feet of retaining walls, widening of State Route 99 and Local roadway, signal and drainage improvements. Responsible for organizing and maintaining construction records in accordance with Caltrans requirements; maintaining electronic construction project files in web-based construction project management software Primavera Construction Management for COB; processing contract change orders; reviewing and verifying Extra Work Bill equipment rental rates, material rates, and labor charges; preparing and processing monthly progress payments; verifying all contractor and subcontractor certified payroll for wage and labor compliance; entering contractor lane closure requests in LCS database for approval by Caltrans; processing, tracking, and monitoring submittals and RFI's; preparing weekly statement of working days; reviewing, verifying and processing payment for MOH; processing and submitting contractor's SWPPP and subsequent amendments to State Water Resources Control Board's construction database (SMARTS); tracking and filing certificates of compliance for materials used on project; and serving as the document liaison for the City of Bakersfield and project engineering design firm.

**SR 178 WIDENING, PHASE 2**

CITY OF BAKERSFIELD

Office Engineer for construction of the \$22.2 million project, which includes widening SR-178 to a six-lane facility from Canteria Drive/Bedford Green to Masterson Street and to a four-lane facility from Masterson Street to Miramonte Drive. In addition, the realignment of SR-184 to the west with new traffic signals at SR-178 and SR-184 and SR-178 and Masterson Street. Responsible for setting up, organizing, and maintaining construction records in accordance with Caltrans requirements; maintaining electronic construction project files in web-based construction project management software Primavera Construction Management for COB; processing contract change orders; reviewing and verifying Extra Work Bill equipment rental rates, material rates, and labor charges; preparing and processing monthly progress payments; verifying all contractor and subcontractor certified payroll for wage and labor compliance; entering contractor lane closure requests in LCS database for approval by Caltrans; processing, tracking, and monitoring submittals and RFI's; preparing weekly statement of working days; reviewing, verifying and processing payment for MOH; processing and submitting contractor's SWPPP and subsequent amendments to State Water Resources Control Board's construction database (SMARTS); tracking and filing certificates of compliance for materials used on project; and serving as the document liaison for the City of Bakersfield and project engineering design firm.

**WESTSIDE PARKWAY, PHASE 1 & 2**

CITY OF BAKERSFIELD

Office engineer and Document Control Manager for the TRIP Westside Parkway's first two phases. Phase 1 involved construction of a new 1.2-mile-long six-lane roadway, three major bridge structures, expansion of existing intersections, and realignment of the bike bath to run beneath the new Kern River Bridge. Phase 2 involved construction of a new 4.25-mile-long east-west freeway; six-lanes of freeway with interchanges, and 4 miles of sound walls. Responsible for providing direction and guidance to project team on submittals of deliverables; coordinating and facilitating distribution of deliverables and program documents to Caltrans; training construction management staff on proper entry of correspondence, meeting minutes, payment applications, contract change orders, submittal packages, as-built drawings, and daily reports. Also reviewed construction payment applications, distributed project documents, reports, deliverables and plans and specifications. Established and implemented document control procedures, file codes, and filing system in accordance with Caltrans' practices.



# CALIFORNIA CONSTRUCTION SURVEYING, INC

## Michael J. Anderson, P.L.S. | Vice-President

### Years of Experience Performing Similar Work ■

38+ years

### Education ■

B.S. / Surveying Engineering/CSU, Fresno/1988

### Relevant Licensing/ Registration Information ■

Professional Land Surveyor/California/#7027

SUAS Remote Pilot License Certification #4483185

### Profile

Mr. Anderson has been working full time for the past 38+ years in land surveying. Experienced in performing and supervising construction surveying, topographic, mapping and boundary. Has been actively involved in land surveying for the design and construction of pipelines, correctional institutions, schools, shopping centers, airports, hospitals, bridges, dams, wastewater treatment plants, landfills, roads, highways, freeways and interchanges. Experienced in the use of computers, software applications, networking, GPS technology, robotic total station, data collectors, CAD design, DTM earthwork models, grading systems and volume calculations. Have worked with cities, counties, engineers, architects, geologists, contractors and individuals on various projects throughout California.

### Project Examples

#### Professional Land Surveyor ■ CENTENNIAL CORRIDOR MAINLINE (SR 58) ■ Bakersfield, CA

CM Contact Information:  
Security Paving Company Inc.  
Joseph Ferndino (818) 362-9200  
Dates of Work Performed:  
June 2019 – March 2023  
Percentage of Time on Project:  
100%  
Relevant Licensing/ Registration:  
Professional Land Surveyor #7027

#### Description of Work or Services Provided and Role on the Project

Professional Land Surveyor – A large Freeway project on Hwy 58 extension at Hwy 99. Perform pre-construction topography surveys & inspect plans for conflicts and/or potential issues. Perform control surveys and set project control monuments. Provide construction staking for all stages of construction. Build surface models and generate quantities for site balancing as needed. Perform quality control surveys of staking

#### Professional Land Surveyor ■ STOCKDALE HWY & ENOS LANE (SR 43) ROUNDABOUT ■ Bakersfield, CA

Contact Information:  
Granite Company Inc.  
Barrett Wallace (661) 399-3361  
Dates of Work Performed:  
February 2019 – October 2020  
Percentage of Time on Project:  
100%  
Relevant Licensing/ Registration:  
Professional Land Surveyor #7027

#### Description of Work or Services Provided and Role on the Project

Professional Land Surveyor – A roundabout construction project at Stockdale Hwy & Enos Lane (Sr 43). Perform pre-construction topography surveys & inspect plans for conflicts and/or potential issues. Perform control surveys and set project control monuments. Provide construction staking for all stages of construction. Build surface models and generate quantities for site balancing as needed. Perform quality control surveys of staking.

#### Professional Land Surveyor ■ BELLE TERRACE IMPROVEMENT PROJECT ■ Bakersfield, CA

CM Contact Information:  
Granite Company Inc.  
Barrett Wallace (661) 399-3361  
Dates of Work Performed:  
November 2018 – April 2021  
Percentage of Time on Project:  
100%  
Relevant Licensing/ Registration:  
Professional Land Surveyor #7027

#### Description of Work or Services Provided and Role on the Project

Professional Land Surveyor – A Freeway ramps and bridges as well as surface streets project at Hwy 58 and Hwy 99 intersection. Perform preconstruction topography surveys & inspect plans for conflicts and/or potential issues. Perform control surveys and set project control monuments. Provide construction staking for all stages of construction. Build surface models and generate quantities for site balancing as needed. Perform quality control surveys of staking.

# GARY BLOMGREN

## PRINCIPAL-IN-CHARGE

### EDUCATION

Post Certification (PC 832) California State  
Fresno City College, Pre-Law

### PROFESSIONAL ASSOCIATIONS

ASFE - Geoprofessional Business Association  
CSHE - California Society for Healthcare  
Engineering

### PROFILE

Mr. Gary Blomgren manages the engineering and materials testing at the RMA GeoScience office in Fresno, California. Gary has more than 20 years of construction inspection and materials testing experience including more than eight years as a group manager. Gary has provided operational oversight and quality control for materials testing and inspection of earthwork, asphalt concrete, reinforced concrete, masonry, post-installed anchors, structural steel and fireproofing. His experience with construction inspection and testing includes a wide variety of projects such as schools, hospitals, office buildings, wastewater treatment plants, roadway improvements, bridges, and prisons. As the Branch Manager, Gary will be responsible for project oversight and ensuring adequate personnel or laboratory resources are available.

### RELEVANT PROJECT INVOLVEMENT / EXPERIENCE

#### COUNTY OF TULARE FOR VARIOUS COUNTY BRIDGE PROJECTS, TULARE COUNTY

**Project Manager** | Mr. Blomgren provided project management oversight, budget control, and coordination with County representatives and materials testing, laboratory and inspection staff for this project. RMA GeoScience was responsible for the compaction testing, concrete sampling, welding inspections, pile integrity testing, HMA pavement inspection and testing, batch plant inspections, and inspections of driven and CIDH piles for multiple bridge projects.

#### EAST RAMP RECONSTRUCTION PROJECT, FRESNO YOSEMITE INTERNATIONAL AIRPORT, FRESNO

**Project Manager** | Mr. Blomgren provided project management oversight, budget control, and coordination with Airport representatives and materials testing, laboratory and inspection staff for this project. Services provided during construction included sampling testing of subgrade, aggregate base, bituminous concrete pavement, bituminous base course, bituminous surface course, and Portland cement concrete paving.

#### SKYWEST APRON AT FRESNO YOSEMITE INTERNATIONAL AIRPORT, FRESNO

**Project Manager** | Mr. Blomgren provided project management oversight, budget control, and coordination with Airport representatives. He provided and materials testing, laboratory, and inspection staff for this project. Reconstruction of Apron for Skywest involved storm drain realignment, new concrete reinforced apron, special inspections related to concrete, and compaction testing

#### FRESNO STATE UNIVERSITY PROJECTS, [JORDAN RESEARCH CENTER, PTIA BUILDING, ELECTRICAL INFRASTRUCTURE PROJECT], FRESNO

**Project Manager** | Mr. Blomgren has been providing project management oversight, schedule and budget control for these projects being constructed on the California State University campus in Fresno. The Jordan Research Center is a 30,000-sf, three-story structure dedicated to agricultural research and technology, the PTIA (Physical Therapy and Intercollegiate Athletics) Building is a 22,000-sf structure housing the Physical Therapy Department of the university as well as areas for indoor sports, and the Electrical Infrastructure project demolishes the existing primary underground power distribution systems and replaces them with new electrical systems.

#### NEW MIDDLE SCHOOL PROJECT [RIDGEVIEW MIDDLE SCHOOL], VISALIA UNIFIED SCHOOL DISTRICT, VISALIA

**Project Manager** | Mr. Blomgren provided project management oversight, schedule and budget control, and coordination with all District representatives and RMA materials testing, laboratory and inspection staff for this project. The project constructs a new campus that includes all classrooms and the music department housed in a single building with a new multi-purpose gymnasium making up the other campus building. The two-story main building holds the administrative department, a library, 24 classrooms, art, and science labs.

#### CENTER FOR AGRICULTURE SCIENCE AND TECHNOLOGY, COLLEGE OF THE SEQUOIAS, TULARE

**Project Manager** | Mr. Blomgren was the Project Manager for Phase 1 of this community college project consists of over 100,000-sf of administrative, student service, and instructional facilities. Phase III adds an additional 65,000 sf of animal science facilities.

# JOSUE MONTES, PE, GE

## PRINCIPAL GEOTECHNICAL ENGINEER / CIVIL ENGINEER

### EDUCATION

BS, Civil Engineering, University of Santo Tomas, Philippines, 1983

### LICENSE / REGISTRATION

(CA) Licensed Professional Engineer #C52610

(CA) Licensed Geotechnical Engineer #G2904

### PROFILE

Mr. Josue "Jojo" Montes has more than 30 years of extensive geotechnical assessment, engineering, construction inspections, and materials testing experience in California with successful leadership roles. His duties include proposal preparation, project management, engineering, and completion of various projects from pre-design to detailed design, materials testing, and construction monitoring. He is also experienced in business development, staff mentoring and training, preparation of geotechnical reports, plan details, and geotechnical related specifications. Josue is also experienced in managing and performing challenging geotechnical ground investigations, earthwork design and structure foundations, site-specific valuation of seismic ground motions, and liquefaction and landslide hazard assessments.

### RELEVANT PROJECT INVOLVEMENT / EXPERIENCE

#### STUDENT UNION BUILDING, FRESNO STATE UNIVERSITY, FRESNO

**Geotechnical Engineer of Record** | Mr. Montes provided geotechnical engineering services for the Student Union Building Project. The project site is inside the Fresno State University campus and consists of construction of a new two-story student union building with a planned footprint of approximately 30,000 square feet. Construction consisted primarily of structural steel frame, with concrete slab-on-grade, and supported on reinforced shallow concrete foundations. The new structure will be constructed in an existing landscaped area with concrete sidewalks and irrigation lines. Responsibilities included oversight of field work, laboratory testing program, and engineering evaluation and review of the geotechnical investigation and geohazards study report to meet minimum requirements of the Department of State Architect.

#### CALIFORNIA HIGH SPEED RAIL CP 2-3, HANFORD

**Project Manager** | Mr. Montes provided Project Management services for the California Speed Rail CP 2-3 Project. The contract includes approximately 65 miles of construction, including embankments, overcrossings / bridges, viaducts, and associated railway / track structures. As the Quality Control laboratory for the project, tasks included materials sampling and testing as required by the project. Sampling of potential borrow sites, prepared embankment subgrade, concrete batching, plate (eV2) testing, nuclear and sand cone testing, lightweight deflectometer tests (LWD), and AASHTO classification of soils. Primary responsibilities include oversight of geotechnical tasks required by the High Speed Rail Contract Package 2-3. Geotechnical tasks included managing laboratory, evaluation of potential borrow sites, haul roads, task coordination, and oversight of testing (nuclear gauge, sand cone, plate test/eV2, LWD or lightweight deflectometer, grounding test).

#### DOLLAR GENERAL STORES, VARIOUS LOCATIONS

**Geotechnical Engineer-of-Record** | Mr. Montes provided geotechnical engineer services for the design and construction of Dollar General Stores in various locations throughout California. The project consisted of single-story masonry and steel commercial buildings on shallow foundations. Different locations required careful evaluation of on-site soils and import soils prior to construction. As the geotechnical-engineer-of-record, his responsibilities included preparation of scope of work for field exploration for geotechnical / foundation investigation in various geographical areas and varying geological deposits. Preparation of laboratory testing of subsurface soils and writing and finalizing of geotechnical investigation reports.

#### KAWEAH DELTA HOSPITAL, VISALIA

**Project Engineer** | Mr. Montes served as Project Engineer for the Kaweah Delta Hospital Project. Construction included installation of deep foundations and a rigid grade beam system as support of a multi-story concrete-frame building. His responsibilities included oversight of monitoring and inspections of over 100 reinforced drilled concrete piers at various elevations

# JOHN MENDRIN

## PROJECT MANAGER

### EDUCATION

AA, Business Administration,  
Fresno City College

### PROFESSIONAL ASSOCIATIONS

APWA - Central Valley Chapter  
ICSC, Associated Professional  
CalGeo Engineering Association  
ISNetwork

### PROFILE

Mr. John Mendrin is a Senior Project Manager at the RMA GeoScience office located in Fresno, California. John has more than 40 years of construction experience. He has provided operational oversight and quality control for materials testing and inspection of earthwork, asphalt concrete, reinforced concrete, masonry, post - installed anchors, structural steel, and fireproofing. His experience with construction inspection and testing includes a wide variety of projects such as multi -story buildings, schools, hospitals, office buildings, hotels, commercial and retail buildings, wastewater treatment plants, roadway improvements, bridges, and prison facilities.

### RELEVANT PROJECT INVOLVEMENT / EXPERIENCE

#### SALEM ENGINEERING GROUP, INC. / GEOTECHNICAL AND TESTING & INSPECTION DIVISION, DIRECTOR OF BUSINESS DEVELOPMENT AND PROJECT MANAGER, FRESNO

**Project Manager** | Mr. Mendrin was responsible for providing bids, procurement, and related project management for Phase I and II ESA reports, environmental studies, geotechnical investigations, and special inspection and materials testing for a variety of projects. These projects included hospitals, courthouses, airport runway and taxiway, roadway improvements, solar projects, retail and commercial buildings, underground utility improvements, colleges, and schools.

#### CONSTRUCTION DEVELOPERS, INC. / PROJECT MANAGEMENT, ESTIMATING, DIRECTOR OF BUSINESS DEVELOPMENT, FRESNO

**Project Manager** | Mr. Mendrin served as Project Manager, Estimator for various projects, and the Director of Business Development for local and national clients. During his tenure, he completed a variety of projects. These projects included police and fire stations, courthouses, retail and commercial buildings, industrial buildings, automotive car dealerships, and various public and private schools.

#### UNITED HEALTHCARE NETWORK - THREE-STORY ADMINISTRATION AND OFFICE BUILDING, HANFORD

**Project Manager** | Mr. Mendrin provided project management oversight, scheduling, and budget control. He coordinated with all the UHCN and general contractor representatives as well as RMA materials testing, laboratory, and inspection staff for this project. The project consists of new 38,000-sf three story building holds the administrative offices doctors offices exam and treatment rooms, training classrooms, and technical support facilities.

#### NANASKAR SATSANG SABHA TEMPLE - TWO-STORY BUILDING, FRESNO

**Project Manager** | Mr. Mendrin provided project management oversight, scheduling, and budget control. He coordinated with the owner and general contractor representatives as well as RMA materials testing, laboratory, and inspection staff for this project. The project consists of new 20,000-sf two story Temple building that is utilized for services, a meeting and wedding hall, and food preparation facilities

#### TOWNE PLACE SUITES BY MARRIOTT, MERCED

**Project Manager** | Mr. Mendrin provided project management oversight, scheduling, and budget control. He coordinated with the general contractor on-site representatives as well as RMA materials testing, laboratory, and inspection staff for this project. The project consists of new 54,000-sf three story building holds the administrative offices hotel rooms, and conference room facilities.

### ADDITIONAL EXPERIENCE

HYATT PLACE HOTEL AND CONFERENCE CENTER PROJECT, FRESNO

EAST PORTERVILLE EMERGENCY WATER LINE PROJECT, PORTERVILLE

CVS PHARMACY, MERCED

EL PASEO MARKETPLACE - EXPANSION PROJECT, FRESNO

PERFECTION PET FOOD - WAREHOUSE EXPANSION PROJECT, VISALIA

KAWEAH DELTA HEALTH CARE DISTRICT - URGENT CARE CENTER PROJECT, VISALIA

PARK CROSSINGS RETAIL CENTER - VARIOUS SITE AND BUILDING PROJECTS, FRESNO

# JENNIFER KARR

## LABORATORY MANAGER

### EDUCATION

BS, Geology, California State University,  
Fresno (*In Progress*)

### LICENSES / REGISTRATIONS

ACI Concrete Strength Testing Technician  
APNGA Portable Nuclear Gauge  
APNGA Radiation Safety Officer

### PROFILE

Ms. Jennifer Karr brings two years of industry experience in geotechnical investigation, construction materials and geotechnical laboratory testing. She is currently pursuing a path to obtain a license as a Professional Engineering Geologist. Jennifer's daily duties include managing daily laboratory operations, maintaining laboratory accreditations, staff mentoring and training, reporting and reviewing all laboratory testing.

### RELEVANT EXPERIENCE

#### NEW F-35V SIMULATOR EXPANSION, LEMOORE

**Laboratory Manager** | Ms. Karr served as the Laboratory Manager for the new F-35V Simulator Expansion Project at Lemoore Naval Air Station. This project consisted of inspecting the installation of approximately 540 soilcrete columns which were used to stabilize expansive soils below the new simulator. RMA GeoScience provided a collaboration of field and laboratory services to document and observe on-site earthwork in addition to testing of soils, reinforced concrete, and masonry. Ms. Karr's duties included observation of placement of cement slurry for soil stabilization as well as overseeing and reporting laboratory testing of soils, concrete, and masonry materials

#### FRESNO-YOSEMITE AIR NATIONAL GUARD | REPLACE JET FUEL COMPLEX, FRESNO

**Laboratory Manager** | Ms. Karr currently serves as the Laboratory Manager for the Replace Jet Fuel Complex Project at Fresno-Yosemite Air National Guard (ANG). The project consists of the demolition of an existing fuel system that consists of six underground storage tanks, tank piping, and over 64,000 square feet of paving. The project constructs a new JP-8 jet fuel storage facility that includes two 2,500-barrel storage tanks, two tank off-loading stations, two truck fillstands, a pumphouse, utility and pavement extensions, and incidental related work. Ms. Karr's duties included reviewing laboratory testing of aggregate soils, reinforced concrete, and masonry materials used during construction.

#### FRANCINE AND MURRAY FARBER EDUCATIONAL COMPLEX, FRESNO

**Laboratory Manager** | Ms. Karr served as the Laboratory Manager on the Francine and Murray Farber Educational Complex Project. Building 1000, the Academic/Administration Building, consisted of construction of new 2-Story metal stud framed Academic Building consisting of Administration and Classroom Spaces. Building 2000, the Student Union Building, consisted of construction of new single story metal stud framed Student Center Building consisting of kitchen, kitchen support spaces, dining, and CTE classroom space, and outdoor service yard. Associated site work to serve new buildings including new visitor/staff parking, new student/staff parking, hardscape, turf, and soccer field. RMA GeoScience provided the materials testing and special inspections for this new facility. Testing services provided include concrete, earthwork, masonry, high strength bolting, post installed anchors, and structural steel. Ms. Karr's duties included maintaining laboratory resources, equipment calibration, and test sample recording and documentation during laboratory testing of all materials being tested.

# BRIAN McNUTT

## FIELD TECHNICIAN

### CERTIFICATION

ACI Concrete Field Testing Technician-Grade 1  
Certified Nuclear Gauge Operator

### PROFILE

Mr. Brian McNutt has more than 18 years of engineering experience primarily involving geotechnical construction and materials testing in both the private and public sectors. His experience includes providing earthwork testing and observations for a wide variety of projects such as bridges, roadway / freeway improvements, schools, hospitals, office buildings, residential subdivisions, prisons, and pipelines.

### RELEVANT PROJECT INVOLVEMENT / EXPERIENCE

#### K-STREET RECONSTRUCTION AND 2017 CAPE SEAL PROJECTS, SANGER

**Field Technician** | Mr. McNutt served as a Field Technician for the K Street Reconstruction and 2017 Cape Seal Project. Brian performed observations related to cape seal application and sample/testing of materials used.

#### RIDGEVIEW MIDDLE SCHOOL, VISALIA UNIFIED SCHOOL DISTRICT, VISALIA

**Field Technician** | Mr. McNutt performed special inspection services for the New 2015 Visalia Middle School Project. Brian performed concrete sampling and compaction testing during construction.

#### 2015 CAPE SEAL PROJECT, SANGER

**Field Technician** | Mr. McNutt served as a Field Technician for the 2015 Cape Seal project. Brian performed observations related to cape seal application and sample/testing of materials used.

#### ANNADALE AVE IMPROVEMENTS, SANGER

**Field Technician** | Mr. McNutt served as a Field Technician for the Annadale Avenue Improvements Project. His duties included concrete sampling and compaction testing of subgrade and AC during construction.

#### CALIFORNIA AVE RECONSTRUCTION, KERMAN

**Field Technician** | Mr. McNutt served as a Field Technician for the California Avenue Improvements Project. Brian performed concrete sampling and compaction testing of subgrade and AC during construction.

#### CIP 15-05 FOWLER AVE RECONSTRUCTION, CLOVIS

**Field Technician** | Mr. McNutt performed special inspection services for the CIP 15-05 Fowler Avenue Reconstruction Project. His responsibilities included concrete sampling and compaction testing of subgrade and AC during construction.

#### DRY CREEK BRIDGE, TULARE COUNTY

**Field Technician** | Mr. McNutt served as a Field Technician for the Dry Creek Bridge project. Brian performed concrete sampling and compaction testing during construction.

#### KAWEAH DELTA URGENT CARE CENTER, VISALIA

**Field Technician** | Mr. McNutt served as a Field Technician for the Kaweah Delta urgent Care Center Project. Brian's duties included torque testing of post-installed anchors and special inspections.

#### UNIVERSITY HOUSE LANAI PROJECT, FRESNO STATE UNIVERSITY, FRESNO

**Field Technician** | Mr. McNutt performed special inspection services for the University House Lanai Project. Brian performed concrete sampling and compaction testing during construction.

# BENJAMIN PALMER

## FIELD TECHNICIAN

### LICENSES / REGISTRATIONS

APNGA Portable Nuclear Gauge Certification  
 ACI Concrete Field Testing Technician - Grade I  
 ICC Spray Applied Fire Proofing  
 ICC Structural Steel and Bolting

### PROFILE

Mr. Ben Palmer has more than eight years of experience as a special inspector in both the private and public sectors. His experience includes providing earthwork testing and observations, and special inspections for a wide variety of projects such as schools, hospitals, office buildings, residential subdivisions, and pipelines.

### RELEVANT EXPERIENCE

#### FRESNO-YOSEMITE AIR NATIONAL GUARD | REPLACE JET FUEL COMPLEX, FRESNO

**Field Technician** | Mr. Palmer currently serves as a Field Technician for the Replace Jet Fuel Complex Project at Fresno-Yosemite Air National Guard (ANG). The project consists of the demolition of an existing fuel system that consists of six underground storage tanks, tank piping, and over 64,000 square feet of paving. The project constructs a new JP-8 jet fuel storage facility that includes two 2,500-barrel storage tanks, two tank off-loading stations, two truck fillstands, a pumphouse, utility and pavement extensions, and incidental related work.

#### NAVAL AIR STATION | F-35V SIMULATOR EXPANSION, FRESNO

**Field Technician** | Mr. Palmer serves as a Field Technician for the new F-35V Simulator Expansion Project at the Naval Air Station. The project consists of inspecting the installation of approximately 540 soilcrete columns which were used to stabilize expansive soils below the new simulator. RMA GeoScience is currently providing special inspection and testing services.

#### FRESNO SOUTHEAST SURFACE WATER TREATMENT FACILITY, FRESNO

**Field Technician** | The SESWTF is an 80 mgd facility featuring conventional pretreatment with three stages of flocculation, sedimentation with inclined plate settlers, intermediate ozonation for disinfection and taste and odor control, deep bed dual media granular activated carbon (GAC) filters rated up to 9 gpm/sf, and an 8-million gallon buried reinforced concrete-treated water reservoir. Supporting facilities include treated water and filter backwash pump stations, a constant head box for filter backwashing to eliminate overpressurization of the filter underdrains during backwash, six concrete-lined solids-handling lagoons for filter backwash and residuals equalization, treatment, and storage. Filter backwash water is recycled back to the head of the plant with turbidities less than 2 NTU. Mr. Palmer provided services related to soils and concrete.

#### SANGER EDUCATION COMPLEX - PHASE I, FRESNO

**Field Technician** | Phase 1 of the new Sanger Education Complex consisted of the main academic core for the campus: a three-story academic/administration building, a multipurpose building, a gym, and the central plant for the campus. Total construction cost was \$54 million. Mr. Palmer provided special inspection services on soils, concrete, and steel.

#### ADVENTIST HEALTH HANFORD BIRTH CENTER, HANFORD

**Field Technician** | The 49,000-square-foot center provides obstetrics and delivery services. The center features 34 private beds, two operating rooms, and six neonatal intensive care beds. Total construction cost was \$40 million. Mr. Palmer provided special inspection services related to concrete, post installed anchors, and high strength bolting.

# GABE DE LEON

## FIELD TECHNICIAN

### CERTIFICATION

ACI Concrete Field Testing Technician-Grade 1  
 Certified Nuclear Gauge Operator  
 CALTRANS Certifications: T 125 ADMIX, CT 125  
 AGG, CT 125 BIT, CT 125 GEN, CT 125 HMA, CT  
 125 PCC, CT 231, CT 375, CT 504, CT 518, CT 539,  
 CT 540, CT 543, CT 556, CT 557

### PROFILE

Mr. De Leon has more than seven years of engineering experience primarily involving geotechnical construction inspection, and materials testing in both the private and public sectors. His experience includes providing foundation and earth work testing and observations on a wide variety of projects such as: bridges; roadway/freeway improvements; schools; hospitals; office buildings; residential subdivisions; prisons; and pipelines

### RELEVANT PROJECT INVOLVEMENT / EXPERIENCE

VIRGINIA LEE ELEMENTARY SCHOOL, MADERA UNIFIED SCHOOL DISTRICT, MADERA

**Field Technician** | Mr. Leon served as a Field Technician for the New Virginia Lee Elementary School. Gabe performed compaction testing and concrete sampling.

BUCHANAN HIGH SCHOOL CHILLER PROJECT, CLOVIS UNIFIED SCHOOL DISTRICT, CLOVIS

**Field Technician** | Mr. Leon served as a Field Technician for the Buchanan High School Chiller Project. Gabe performed compaction testing and concrete sampling.

BUCHANAN HIGH SCHOOL MODERNIZATION, CLOVIS UNIFIED SCHOOL DISTRICT, CLOVIS

**Field Technician** | Mr. Leon served as a Field Technician for the Buchanan High School Modernization Project. Gabe performed compaction testing and concrete sampling.

DISTRICT OFFICE REMODEL, CLOVIS UNIFIED SCHOOL DISTRICT, CLOVIS

**Field Technician** | Mr. Leon served as a Field Technician for the District office remodel project for the Clovis Unified School District. Gabe performed non-destructive testing and concrete sampling.

EMPLOYEE HEALTH CENTER, CLOVIS UNIFIED SCHOOL DISTRICT, CLOVIS

**Field Technician** | Mr. Leon served as a Field Technician for the PLC Health Center Project. Gabe performed non-destructive testing and concrete sampling.

PLC OFFICE REMODEL, CLOVIS UNIFIED

**Field Technician** | Mr. Leon served as a Field Technician for the PLC Office remodel Project. His responsibilities included non-destructive testing and concrete sampling.

REYBURN INTERMEDIATE MODERNIZATION, CLOVIS UNIFIED SCHOOL DISTRICT, CLOVIS

**Field Technician** | Mr. Leon served as a Field Technician for the Reyburn Intermediate Project. Gabe performed concrete sampling and compaction testing.

EDISON HIGH SCHOOL TENNIS COURT, FRESNO UNIFIED SCHOOL DISTRICT, FRESNO

**Field Technician** | Mr. Leon served as a Field Technician for the Edison High School Tennis Court Project. His duties included concrete sampling and compaction testing.

### ADDITIONAL PROJECT EXPERIENCE

ROOSEVELT HIGH SCHOOL - TENNIS COURT, FRESNO

SLATER ELEMENTARY SCHOOL, FRESNO UNIFIED SCHOOL DISTRICT

CENTRAL HIGH SCHOOL RELOCATABLES, CENTRAL UNIFIED

MEATS LAB EXPANSION, NATURAL GAS UPGRADE, NORTH AND SOUTH GYM REMODEL, CSU FRESNO

PVSP WWTP UPGRADES, DEPARTMENT OF GENERAL SERVICES, COALINGA

VA EXPAND COMMUNITY LIVING CENTER, DEPARTMENT OF VETERANS AFFAIRS, FRESNO

EARLIMART NEIGHBORHOOD PARK (DSA), TULARE COUNTY RMA, VISALIA

FRESNO NEES 3 STORY OFFICE BUILDING, ZINKEN DEVELOPMENT, FRESNO

# KEVIN WILSON

## FIELD TECHNICIAN

### CERTIFICATION

ACI Concrete Field Testing Technician-Grade 1  
 Certified Nuclear Gauge Operator  
 CALTRANS Certifications: T 125 AGG, CT 125 BIT,  
 CT 125 GEN, CT 125 HMA, CT 231, CT 375, CT 504,  
 CT 518, CT 539, CT 540, CT 543, CT 556, CT 557

### PROFILE

Mr. Wilson has more than 19 years of engineering experience primarily involving geotechnical construction inspection and materials testing in both the private and public sectors. His experience includes providing foundation and earthwork testing and observations for a wide variety of projects such as: bridges; roadway/freeway improvements; schools; hospitals; office buildings; residential subdivisions; prisons; and pipelines.

### RELEVANT PROJECT INVOLVEMENT / EXPERIENCE

#### CIP 15-05 FOWLER AVE RECONSTRUCTION, CLOVIS

**Field Technician** | Mr. Wilson served as a Field Technician for the Kaweah Delta urgent Care Center project. Kevin performed concrete sampling and compaction testing of subgrade and AC during construction.

#### KAWEAH DELTA DISTRICT HOSPITAL URGENT CARE, VISALIA

**Field Technician** | Mr. Wilson served as a Field Technician for the Kaweah Delta urgent Care Center project. Kevin performed torque testing of post-installed anchors and special inspections.

#### K-STREET RECONSTRUCTION AND 2016 CAPE SEAL PROJECTS, SANGER

**Field Technician** | Mr. Wilson served as a Field Technician for the K Street Reconstruction and 2017 Cape Seal project. Kevin performed observations related to cape seal application and sample/testing of materials used.

#### RIDGEVIEW MIDDLE SCHOOL, VISALIA UNIFIED SCHOOL DISTRICT, VISALIA

**Field Technician** | Mr. Wilson served as a Field Technician for the New 2015 Visalia Middle School project. Kevin performed concrete sampling and compaction testing during construction.

#### 2015 CAPE SEAL PROJECT, SANGER

**Field Technician** | Mr. Wilson served as a Field Technician for the 2015 Cape Seal project. Kevin performed observations related to cape seal application and sample/testing of materials used.

#### ANNADALE AVE IMPROVEMENTS, SANGER

**Field Technician** | Mr. Wilson served as a Field Technician for the Annadale Avenue Improvements project. Kevin performed concrete sampling and compaction testing of subgrade and AC during construction.

#### UNIVERSITY HOUSE LANAI PROJECT, FRESNO STATE UNIVERSITY, FRESNO

**Field Technician** | Mr. Wilson served as a Field Technician for the University House Lanai project. Kevin performed concrete sampling and compaction testing during construction.

### ADDITIONAL EXPERIENCE

#### CALIFORNIA AVE RECONSTRUCTION, KERMAN

#### CIP 08-26 SOUTHERN WATER MAIN, CLOVIS

#### DRY CREEK BRIDGE, TULARE COUNTY

#### VISALIA FIRST ASSEMBLY CHURCH, VISALIA

#### TRACT 908, LEMOORE

#### REDWOOD HIGH SCHOOL, VISALIA UNIFIED SCHOOL DISTRICT, VISALIA

#### TRACT 318, AVENAL

#### FAMILY HEALTHCARE, HANFORD

#### VISALIA ANIMAL CARE CENTER, VISALIA

#### SMITH STREET IMPROVEMENTS, KINGSBURG

#### RIVERBANK CENTRAL APARTMENTS, RIVERBANK

#### MONTECITO SUBDIVISION, TULARE

#### INDUSTRIAL TRUCK WASH, TULARE

**MANAGING CONSTRUCTION MANAGEMENT AND INSPECTION COSTS**

NV5's staffing plan for the Alley Paving 2020 project includes the overall availability of the team, followed by the proposed hours necessary to provide the requested scope of services. The proposed hours are based on providing a full-time inspector with part-time resident engineer and project management support for the specified 75 working day construction timeframe. However, we recognize smaller projects like the Reedley Alley Paving Project can result in higher CM fees as a percentage of the contract price. On medium sized projects between \$3 million and \$5 million, we strive to stay around 15% of the contract price. On smaller projects than this, and depending on the services requested, this fee as a percentage of the contract price can be even higher. Thanks to the size of our local offices in Visalia and Fresno and the numerous projects in the area we are currently working on, we have several options available to us to lower the CM contract price.

Inspection services on publicly funded projects are subject to prevailing wage determinations. To staff a full-time inspector for 75 days plus some preconstruction and post construction work, the inspector alone would cost nearly 15% of the contract price. Fortunately, NV5 currently has ongoing projects in Visalia, Tulare, Kingsburg and Fresno. This allows us to provide benchmark or part-time inspection as needed. For instance, on days where construction activities do not require full time inspection, our staff can spread their hours over multiple projects. We have provided part time inspection services on other smaller local projects and delivered high quality projects that fully complied with all funding guidelines.

Another option available to the City is to have one of our Assistant Resident Engineers perform the functions of both the RE and the Inspector. Essentially there would be one full time Assistant RE that would also be on-site daily to inspect the work and provide daily reports to track quantities, and labor and equipment. The Assistant RE would also perform typical day-to-day functions of the Resident Engineer, including project coordination, public outreach, submittal reviews, change orders, and project documentation and record keeping. All RE work would be completed under the supervision of and reviewed by the assigned Resident Engineer. But by having the day-to-day work completed by the Assistant RE, it allows the RE hours on the project to be reduced significantly, lowering the overall CM costs while still complying with state and federal funding requirements.

Local funds for capital improvement projects are scarce and are important to the communities we serve. We understand how to provide an adequate level of construction management and inspection services in a manner that results in a quality, compliant project. We look forward to exploring these and other options with the City of Reedley.



STAFFING PLAN

NV5

STAFF AVAILABILITY

	PRE-CONSTRUCTION			CONSTRUCTION															POST-CONSTRUCTION				
	WEEK	1	2	3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	1	2	3	
<b>TASK 1 PRE-CONSTRUCTION PHASE AVAILABILITY</b>																							
Bobby Pentorali, PE	Project Manager	10%	10%	10%																			
Kramer Walker, PE	Resident Engineer	50%	50%	50%																			
Kolton Walker, EIT	Assistant RE/ Construction Inspector	100%	100%	100%																			
Brian Klassen	Alternate Inspector	50%	50%	50%																			
Rosa Martinez	Office Engineer/ Labor Compliance	10%	10%	10%																			
<b>TASK 2 CONSTRUCTION PHASE AVAILABILITY</b>																							
Bobby Pentorali, PE	Project Manager				10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
Kramer Walker, PE	Resident Engineer				50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Kolton Walker, EIT	Assistant RE/ Construction Inspector				100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Brian Klassen	Alternate Inspector				50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Rosa Martinez	Office Engineer/ Labor Compliance				10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
<b>TASK 3 POST-CONSTRUCTION PHASE AVAILABILITY</b>																							
Bobby Pentorali, PE	Project Manager																				10%	10%	10%
Kramer Walker, PE	Resident Engineer																				50%	50%	50%
Kolton Walker, EIT	Assistant RE/ Construction Inspector																				50%	50%	50%
Brian Klassen	Alternate Inspector																				50%	50%	50%
Rosa Martinez	Office Engineer/ Labor Compliance																				10%	10%	10%

NOTES AND ASSUMPTIONS:

- Staffing availability is based on a 75 Working Day project schedule starting in November 2022.
- Materials Testing Services and Surveying and Construction Staking Services are 100% available under the notification requirements set forth in the contract documents.

STAFFING PLAN

NV5

STAFFING PLAN CHART

NAME	BOBBY PENTORALI, PE	KRAMER WALKER, PE	KOLTON WALKER, EIT	KOLTON WALKER, EIT	BRIAN KLASSEN	ROSA MARTINEZ	RMA GEOSCIENCE	CALIFORNIA CONSTRUCTION SURVEYING (DBE)
CLASSIFICATION	Project Manager	Resident Engineer	Assistant RE	Inspector	Alternate Inspector	OE/Labor Compliance	Materials Testing	Surveyor
<b>TASK 1: Preconstruction Services</b>								
1.1 Review Project Documents		8	2			2		
1.2 Conduct Coordination Meeting	2		2					
1.3 Prepare Construction Management Plan	4	4						
1.4 Establish Project Procedures		8	2			2		
1.5 Review and Investigate Utility Relocations		8	4					
1.6 Review Regulatory Permits		4	1					
1.7 Review Initial Project Construction Schedule		4	1					
1.8 Review SWPPP		4	2					
1.9 Review Traffic Control Plan		4	2					
1.10 Pre-construction Photos & Videos		4	4	4				
1.11 Hold Pre-Construction Meeting	2	8	2			2		
<b>MAN HOUR TOTAL</b>	<b>8</b>	<b>58</b>	<b>22</b>	<b>4</b>		<b>6</b>		
<b>TASK 2: Construction Management Services during Construction</b>								
Task 2.1 Project Coordination and Correspondence								
2.1.1 Interaction with City staff, Designer and Utilities	16	28						
2.1.2 Public Outreach		12						
2.1.3 Progress Meetings		15	15					
Task 2.2 Project Administration and Documentation								
2.2.1 Document Control		24	15					
2.2.2 Schedule Update Review		4						
2.2.3 Material Submittal Review		8						
2.2.4 Request for Information Management		8						
2.2.5 Change Order Management & Cost Control		8						
2.2.6 Monthly Payment Review & Cost Control		8						
2.2.7 Labor Compliance		2				60		
2.2.8 Claims Management		8	8					
Task 2.3 Construction Observation Services/Inspection Services								
2.3.1 Field Inspection and Daily Reporting		16		510				
2.3.2 Storm Water Pollution Prevention Plan (SWPPP) Monitoring		2		24				
2.3.3 Materials Testing		2		10			110	240
2.3.4 Surveying and Construction Staking		2		10				
<b>MAN HOUR TOTAL</b>	<b>16</b>	<b>147</b>	<b>38</b>	<b>554</b>		<b>60</b>	<b>110</b>	<b>240</b>
<b>TASK 3: Post Construction and Project Closeout Services</b>								
3.1 Final Inspection & Punch List Inspections		8		16				
3.2 Prepare and Recommend Final Payment Request		4						
3.3 Review and Submit As-Builts		4		4				
3.4 Prepare Final Reports		4				4		
3.5 Deliver Project Files		4						
<b>MAN HOUR TOTAL</b>		<b>24</b>		<b>20</b>		<b>4</b>		
<b>MAN HOUR TOTAL TASKS 1-3</b>	<b>24</b>	<b>229</b>	<b>60</b>	<b>578</b>		<b>70</b>	<b>110</b>	<b>240</b>

## Fee Proposal for CM and Inspection Services - Alley Paving 2020 Project

Prepared for the City of Reedley

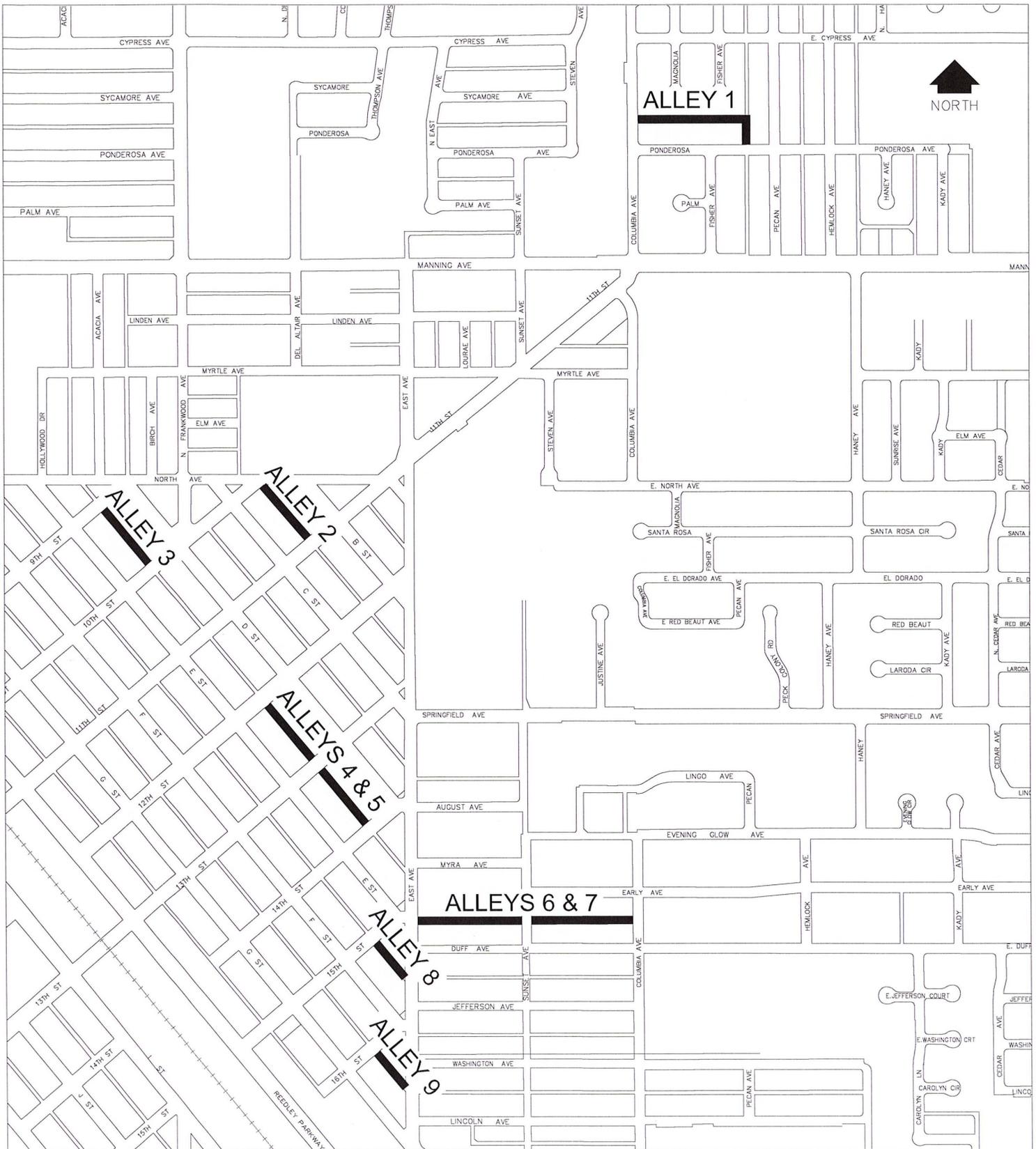
Revision 1 - 10/05/2023

Name	Bobby Pentorali, PE	Kramer Walker, PE	Kolton Walker, EIT	Kolton Walker, EIT	Brian Klassen	Rosa Martinez	RMA Geoscience Materials Testing	California Construction Surveying (DBE)	TOTAL COST
Classification	Project Manager	Resident Engineer	Assist. Resident Engineer	Inspector (6)	Alternate Inspector (6)	Office Engineer / Labor Compliance Officer			
Actual Hourly Rate	\$101.62	\$100.96	\$39.00	\$82.74	\$71.26	\$50.78			
Overhead Rate (ICR)	128.89%	128.89%	128.89%	128.89%	128.89%	128.89%			
Contract Escalation Fee (7)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
Net Fixed Fee	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%			
Hourly Billing Rate (1)	\$255.86	\$254.20	\$98.19	\$208.32	\$179.42	\$127.85			
<b>TASK 1: PRECONSTRUCTION SERVICES</b>									
1.1 Review Project Documents		2	8			2			
1.2 Conduct Coordination Meeting	2	2	4						
1.3 Prepare Construction Management Plan	2	2	8						
1.4 Establish Project Procedures		2	8			2			
1.5 Review and Investigate Utility Locations		2	6						
1.6 Review Regulatory Permits		2	2						
1.7 Review Initial Project Construction Schedule		2	4						
1.8 Review SWPPP		2	4						
1.9 Review Traffic Control Plan		2	4						
1.10 Pre-construction Photos & Videos		2	4	4					
1.11 Hold Pre-Construction Meeting	2	4	4			2			
Man Hour Total	6	24	56	4		6			
Total Fees	\$1,535.15	\$6,100.71	\$5,498.85	\$833.29	\$0.00	\$767.12	\$0.00	\$0.00	\$14,735.11
<b>TASK 2: CONSTRUCTION MANAGEMENT SERVICES DURING CONSTRUCTION</b>									
<b>Task 2.1 Project Coordination and Correspondence</b>									
2.1.1 Interaction with City Staff, Designer, and Utilities	8	16	16						
2.1.2 Public Outreach		4	4						
2.1.3 Progress Meetings		12	12						
<b>Task 2.2 Project Administration and Documentation</b>									
2.2.1 Document Control		8	8						
2.2.2 Schedule Update Review		4	4						
2.2.3 Material Submittal Review		16	16						
2.2.4 Request for Information Management		8	8						
2.2.5 Change Order Management & Cost Control		4	4						
2.2.6 Monthly Payment Review & Cost Control		4	4						
2.2.7 Labor Compliance		2	2			48			
2.2.8 Claims Management		4	4						
<b>Task 2.3 Construction Observation Services / Inspection Services</b>									
2.3.1 Field Inspection and Daily Reporting		8	8	348	10				
2.3.2 Storm Water Pollution Prevention Plan (SWPPP) Monitoring		2	2	20					
2.3.3 Materials Testing		2	2	8			\$20,953.00		
2.3.4 Surveying and Construction Staking		2	2	8				\$36,550.00	
Man Hour Total	8	96	96	384	10	48			
Total Fees	\$2,046.86	\$24,402.82	\$9,426.61	\$79,995.63	\$1,794.18	\$6,136.96	\$20,953.00	\$36,550.00	\$181,306.06
<b>TASK 3: POST CONSTRUCTION &amp; PROJECT CLOSEOUT SERVICES</b>									
3.1 Final Inspection & Punch-List Inspections		4	4	16					
3.2 Prepare & Recommend Final Payment Request		2	2						
3.3 Review & Submit As-Builts		2	2	4					
3.4 Prepare Final Reports		2	2			4			
3.5 Deliver Project Files		2	2						
Man Hour Total	0	12	12	20	0	4			
Total Fees	\$0.00	\$3,050.35	\$1,178.33	\$4,166.44	\$0.00	\$511.41	\$0.00	\$0.00	\$8,906.53
<b>Man Hour Total Tasks 1 - 3</b>	<b>14</b>	<b>132</b>	<b>164</b>	<b>408</b>	<b>10</b>	<b>58</b>	<b>0</b>	<b>0</b>	
<b>Total Fees Tasks 1 - 3</b>	<b>\$3,582.01</b>	<b>\$33,553.88</b>	<b>\$16,103.78</b>	<b>\$84,995.35</b>	<b>\$1,794.18</b>	<b>\$7,415.50</b>	<b>\$20,953.00</b>	<b>\$36,550.00</b>	<b>\$204,947.70</b>

**Notes and Assumptions:**

1. NV5 employees hourly rates include overhead, profit, safety equipment, vehicles, inspector laptops, and cell phones.
2. Cost proposal is based on an average of 8-hour shifts according to the Caltrans 5-Day Working Calendar. Overtime hours will be paid in accordance with applicable labor law and prevailing wage rates.
3. Adjustments to this estimate may be required if the actual schedule requires more or less construction management services than proposed.
4. This cost estimate is based on a 60 Working Day project schedule. Time extensions to the project may result in additional construction management services.
5. This estimate is based on the specific scope of work in the City of Reedley's Request for Proposals.
6. Classifications requiring prevailing wage are subject to the provisions set forth in the latest DIR determination.
7. Escalation fee for work completed through 04/30/2023 is 0.00%. Any work completed past this date is subject to an escalation fee of 3.00%.

Other Direct Costs	
Vehicles	Included
Field Supplies	\$5,000.00
<b>Proposal Total</b>	<b>\$209,947.70</b>



PREPARED BY:

**CITY OF REEDLEY**



ENGINEERING DEPARTMENT  
 1733 9th STREET  
 REEDLEY, CA 93654  
 Phone: (559)637-4200, ext. 295  
 Fax: (559)637-2139

**Exhibit**

Reedley Paving and PM-10 Mitigation

DATE:  
02/03/2020

SCALE:  
1" = 750'

DRAWN BY:  
SR

SHEET NO. 1 OF 1



## REEDLEY CITY COUNCIL

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

ITEM NO: 7

**DATE:** October 11, 2022

**TITLE:** INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2022-005, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING REZONE APPLICATION NO. 2022-01 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY TO REZONE A PARCEL LOCATED AT 1800 8<sup>TH</sup> STREET

**SUBMITTED:** Rodney L. Horton   
Community Development Director

**APPROVED:** Nicole Zieba   
City Manager

### RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Hold a Public Hearing on the Introduction and First Reading of Ordinance No. 2022-005, an Ordinance of the City Council of the City of Reedley Approving Rezone Application No. 2022-01, and authorizing the amendment of the official zoning map of the City of Reedley to rezone a parcel located at 1800 8<sup>th</sup> Street
2. Receive Environmental Assessment No. 2022-10, a finding that no new environmental document is required for this project, dated September 15, 2022

### EXECUTIVE SUMMARY

Rezone Application No. 2022-01 pertains to the reclassification of .344± acre parcel located at 1800 8<sup>TH</sup> Street (APN 368-010-84) from the ML (*Light Industrial*) zone district to the CS (*Commercial Service*) zone district designation. The purpose of the proposed zone reclassification is to have the subject parcel be consistent with the parcel's 2030 General Plan Public/Institutional Facility Planned Land Use Designation.

The future redevelopment of the property is anticipated to be an expansion of the existing administrative offices for the Kings Canyon Unified School District, which would be more

accurately classified under the CS (*Commercial Service*) zone district designation compared to its existing industrial zone district designation. The design of this future redevelopment shall be subject to the Site Plan Review process and further environmental analysis.

Staff is presenting Ordinance No. 2022-005 (Rezone Application No. 2022-01) to the City Council for their consideration following review, public comment and recommendation for approval by the Reedley Planning Commission.

**PROJECT DESCRIPTION/BACKGROUND**

The subject property (APN 368-010-84) is identified in the Reedley General Plan Update 2030 with a Public/Institutional Facility Planned Land Use. The current underlying zone district designation is ML (*Light Industrial*) zone district. As required by State Planning Law and Reedley General Plan Polices, a project can only be approved if there is consistency between the planned land use and zone district designation. The applicant proposed CS (*Commercial Service*) zone district is consistent with the Table 2-4 Planned Land Use and Zone District Consistency Matrix (GPU, Page 30).

The future redevelopment of the property is anticipated to be an expansion of the existing administrative office for the Kings Canyon Unified School District, which would be more accurately classified under the CS (*Commercial Service*) zone district designation compared to its existing industrial zone district designation. The parcel located to the south of the subject property is also owned by Kings Canyon Unified School District and has an existing CS (*Commercial Service*) zone district designation. The design of the future redevelopment of the site shall be subject to the Site Plan Review process.

**BORDERING PROPERTY INFORMATION**

	<b>Planned Land Use</b>	<b>Existing Zoning</b>	<b>Existing Land Use</b>
North	Office Commercial Planned Land Use	ML ( <i>Light Industrial</i> ) Zone District	Existing Light Industrial Development
East	Open Space Planned Land Use	RCO ( <i>Resource Conservation and Open Space</i> ) Zone District	Reedley Parkway
South	Public/Institutional Facility Planned Land Use	CS ( <i>Commercial Service</i> ) Zone District	Existing Kings Canyon School District Administrative Office
West	Service Commercial Planned Land Use	ML ( <i>Light Industrial</i> ) Zone District	Existing Light Industrial Development

**LAND USE**

The overall guiding land use principles described in the General Plan are designed to provide an overall direction to assist decision-makers in determining the appropriateness of a request

to changing either a planned land use or zone district designation. Those guiding principles are described in detailed statements of goals and polices outlined in the approved GPU (GPU, 2.3 Land Use Element Guiding Principles). Below are the applicable policy statements:

- (b) Plan for urban growth in a manner that minimizes impacts on agriculture and the consumption of agricultural land.
- (d) Establish a pattern of urban development which provides for the economically efficient provision of urban services with particular emphasis on sewer, water and storm drainage infrastructure.
- (f) Provide transitions between various land uses and intensities using high quality design.
- (i) Public open space shall be made an integral part of new development in the planning area.

Moreover there are also specific Land Use Element goals and policies, which when applied, would further indicate the appropriateness of the request. In this case, these goals and policies further support the zone district reclassification, as well as, the potential future approval of the Site Plan Review Application. Below are those directly applicable policy statements:

- LU 2.4.1 To facilitate compatibility with surrounding uses and overall character of the City of Reedley develop design standards for structures, landscaping and parking areas.
- LU 2.4.3 Develop the physical amenities in the Downtown area to include open space or plazas, street furniture and lighting and signage.
- LU 2.5E Encourage a concentrated urban land use pattern that prioritizes development of in-fill and by-passed parcels, provides for the economically efficient provision of urban services, and maintains Downtown as the core of the City.
- LU 2.5.12: New urban development should occur in an orderly manner with initial development occurring on the available undeveloped properties within the City's limits which would be considered in-fill, by-passed parcels or in parcels in close proximity to the urban core, places of employment and established neighborhoods.
- LU 2.5.13: The City should promote and provide urban services to development within the City as a means of controlling and directing growth.
- LU 2.5.15: Provide transitional design between land use types and high quality urban uses.
- LU 2.5.16: The City shall encourage in-fill projects that incorporate pedestrian-oriented design.
- LU 2.5.17: The City shall propose plan areas and zone districts that can accommodate mixed use planning that will provide a combination of residential, commercial services and employment opportunities all within close proximity.

- LU 2.6B: New development in the planning area shall be designed on a pedestrian scale, as opposed to the automobile scale.
- LU 2.7.3 Guide new development into compact neighborhoods around commercial centers, public open space and schools.
- LU 2.7.5 Encourage and support within existing neighborhoods in-fill development.

Therefore, the appropriateness of the proposed project has been examined with respect to its consistency with guiding land use principles, goals and policies of the Reedley General Plan and regulatory standards set forth in the Reedley Municipal Code and its compatibility with surrounding existing or proposed uses. These factors have been evaluated as described above. Upon consideration of this evaluation, it can be concluded that the Rezone Application No. 2022-01 is appropriate for the subject property.

### **ENVIRONMENTAL REVIEW**

On February 25, 2014, the City Council certified the Final Environmental Impact Report (SCH No. 2010031106), which was prepared for the General Plan to the California Environmental Quality Act (CEQA). The EIR provides a comprehensive single programmatic environmental document that will allow the City of Reedley to carry out the proposed project and evaluates direct, indirect, and cumulative impacts of the proposed project, as well as project alternatives in accordance with the provisions set forth in CEQA and the CEQA Guidelines.

Pursuant to Section 15168(c)(2), the City as the lead agency, has determined that Rezone Application No. 2022-01 would have no effects that were not examined in the program EIR and that no new effects could occur or no new mitigation measures would be required as a result of the implementation of Rezone Application No. 2022-01. Staff provided a comprehensive analysis and review of the proposed amendments to the Reedley Municipal Code, and determined the results to be within the scope of the project described in the Program EIR.

It has also been determined that no new effect could occur beyond those identified and analyzed in the Program EIR (SCH No. 2010031106), and that no new mitigation measures are required for this project beyond those set forth in the program EIR (SCH No. 2010031106), pursuant to Section 15168(c)(2). Therefore, no new environmental document is required for this Project.

### **PLANNING COMMISSION REVIEW AND ACTION**

On September 15, 2022, the Planning Commission held a properly noticed Public Hearing on this application. The Commission received a written staff report and presentation, and invited the public to comment. No person spoke in objection to the project. After hearing all testimony the City of Reedley Planning Commission, using their independent judgement, recommended to the City Council adoption of Environmental Assessment No. 2022-10, and approval of Rezone Application No. 2022-01.

### **PUBLIC NOTICING**

Pursuant to the Government Code Section 65091 (Planning and Zoning Law) and Reedley Municipal Code, §10-22, it is required that a notice be published in a newspaper and be sent to surrounding property owners. The public hearing notice was published in a newspaper of general circulation, the *Mid Valley Times*, and was mailed to surrounding property owners on September 19, 2022. See Attachment 3 for the Proof of Publication and Public Noticing Map.

### **FISCAL IMPACT**

The project applicant has paid all applicable entitlement application fees.

### **ATTACHMENTS**

1. Ordinance No. 2022-005, an Ordinance of the City Council of the City of Reedley Approving Rezone Application No. 2022-01, and authorizing the amendment of the official zoning map of the City of Reedley
2. Resolution No. 2022-09, Recommending to the City Council Approval of Environmental Assessment No. 2022-10 and Rezone Application No. 2022-01
3. Environmental Analysis Memo, Dated September 15, 2022
4. Ordinance No. 2022-005, Proof of Publication and Public Noticing Map, Dated September 22, 2022
5. PowerPoint Presentation

**ORDINANCE NO. 2022-005**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING REZONE APPLICATION NO. 2022-01 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY**

WHEREAS, Rezone Application No. 2022-01 pertains to the change of zoning of a .344 gross acre parcel from the ML (Light Industrial) zone district to the CS (Commercial Service) zone district designation; and

WHEREAS, the subject parcel (APN 368-010-84) is located at 1800 8<sup>TH</sup> Street, and is owned by and under the control of the Kings Canyon Unified School District; and

WHEREAS, the Reedley General Plan Update 2030 designates the subject property with a Public/Institutional Facility Planned Land Use Designation; and

WHEREAS, Rezone Application No. 2022-01 is consistent with the overall guiding land use principles described in the General Plan Update 2030, Land Use Element, and specific Land Use Element goals and policies, which when applied, further support the zone district reclassification; and

WHEREAS, the proposed zoning designation identified in Rezone Application No. 2022-01, CS (*Commercial Service*), is consistent with the GPU Planned Land Use and Zoning District Consistency Matrix; and

WHEREAS, Rezone Application No. 2022-01 is consistent with the Reedley Municipal Code, Title 10, Zoning Regulations, Chapter 3 (Zoning District and Map) and Chapter 22 (Amendments); and

WHEREAS, On February 25, 2014, the City Council certified the Final Environmental Impact Report (SCH No. 2010031106), which was prepared for the proposed General Plan 2030 Update (GPA No. 2012-02) pursuant to the California Environmental Quality Act; and

WHEREAS, The City as the lead agency, has determined that Rezone Application No. 2022-01, would have no effects that were not examined in the program EIR and that no new effects could occur or no new mitigation measures would be required as a result of the implementation of Rezone Application No. 2022-01 pursuant to Section 15162 and Sections 15168(c)(2).

WHEREAS, the City of Reedley Planning Commission, at the regular meeting on September 15, 2022, held a public hearing, received a written staff report, invited public comment, independently deliberated, and recommended that the City Council of the City of Reedley approve Rezone Application No. 2022-01 by adopting Ordinance No. 2022-005; and

WHEREAS, the City Council of the City of Reedley, at the regular meeting on September 15, 2022, held a public hearing, received a written staff report, invited public comment, and independently deliberated.

**NOW, THEREFORE**, the City Council of the City of Reedley does hereby ordain as follows:

Section 1. The above recitals are true and correct; and

Section 2. The City Council of the City of Reedley FINDS that no new environmental document is required for this project, pursuant to Section 15162 and Section 15168(c)(2) of the CEQA Guidelines; and

Section 3. The City Council FINDS that Rezone Application No. 2022-01 is consistent with the Reedley General Plan Update 2030; and

Section 4. The City Council FINDS that Rezone Application No. 2022-01 is consistent with the Reedley Municipal Code, Title 10, Zoning Regulations, Chapter 3 (Zoning District and Map) and Chapter 22 (Amendments); and

Section 5. The City Council hereby APPROVES Rezone Application No. 2022-01 and incorporates the changes reflected therein into the zoning law and map of the City of Reedley, as reflected on Exhibit A; and

Section 6. The City Council hereby APPROVES the amendment to the Official Zoning Map and ADOPTS said updated map as the City's Official Zoning Map; and

Section 7. The City Clerk is hereby directed to cause a summary of this ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again within fifteen (15) days after its adoption.

Section 8. This Ordinance does not need to be codified because there is no text in the Municipal Code that needs to be revised; and

Section 9. This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption, as certified by the City Clerk.

**ATTEST:**

I hereby certify that the foregoing Ordinance No. 2022-005 was introduced and given first reading by title only at a regular meeting of the City Council of the City of Reedley held on October 11, 2022 and was thereafter duly adopted at a regular meeting of said City Council held on October 25, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mary L. Fast, Mayor  
City of Reedley

ATTEST:

\_\_\_\_\_  
Ruthie Greenwood, City Clerk  
City of Reedley

Attachment:

Exhibit A: Map of affected parcel related to Rezone Application No. 2022-01

City of Reedley  
Ordinance No. 2022-005  
Rezone Application No. 2022-1  
Exhibit A

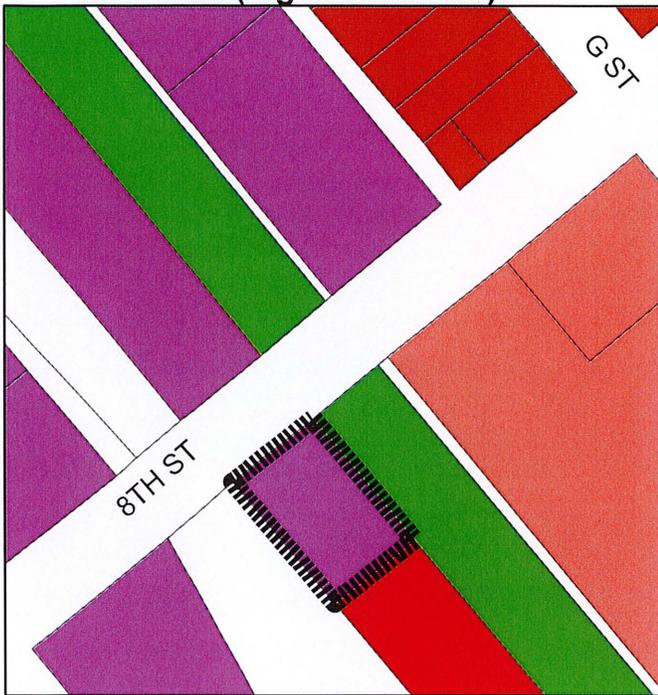
**Project Information**

APN: 368-010-84

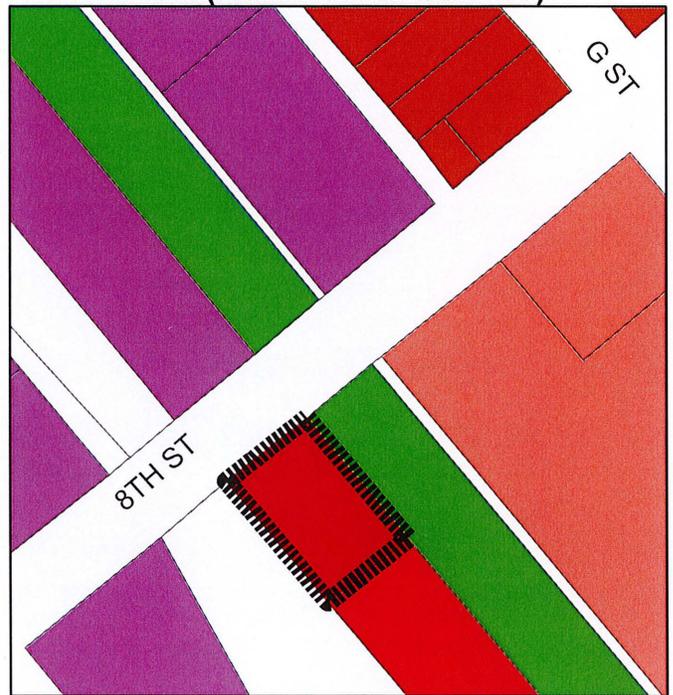
ADDRESS: 1800 8TH Street, Reedley, CA

Existing General Plan Planned Land Use Designation: Public/Institutional Facility

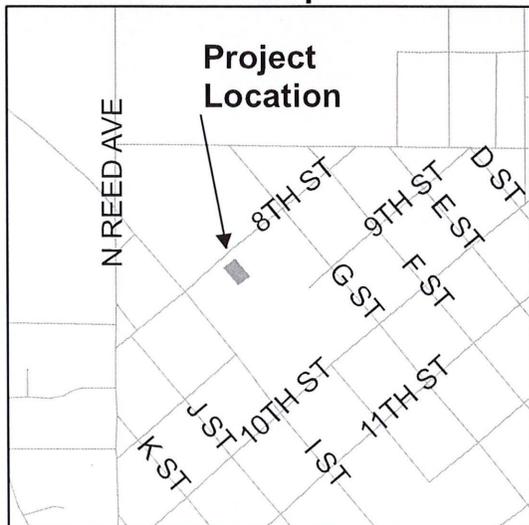
**Existing Zoning Designation:  
ML (Light Industrial)**



**Proposed Zoning Designation:  
CS (Commercial Service)**



**Location Map**



**Legend**



Subject Property

**Zoning Designations**

-  CC (Central & Community Commercial)
-  CN (Neighborhood Commercial)
-  CS (Commercial Service)
-  ML (Light Industrial)
-  RCO (Resource Conservation & Open Space)

**RESOLUTION NO. 2022-09**

**A RESOLUTION OF THE CITY OF REEDLEY PLANNING COMMISSION  
RECOMMENDING TO THE CITY COUNCIL APPROVAL OF ENVIRONMENTAL  
ASSESSMENT NO. 2022-10 AND REZONE APPLICATION NO. 2022-01**

WHEREAS, Rezone Application No. 2022-01 has been filed pertaining to approximately .344+ acres of property located at 1800 8<sup>TH</sup> Street (APN 368-010-84); and

WHEREAS, the applicant is requesting authorization to reclassify the subject property from the ML (*Light Industrial*) zone district to the CS (*Commercial Service*) zone district; and

WHEREAS, the change of zone application is consistent with the overall guiding land use principles described in the General Plan Update 2030, Land Use Element; and

WHEREAS, specific Land Use Element goals and policies, which when applied, would further support the zone district reclassification; and

WHEREAS, the Community Development Department staff consulted with responsible and trustee agencies (City Departments and external agencies) regarding Rezone Application No. 2022-01, then conducted an environmental analysis; and

WHEREAS, no new environmental document is required, pursuant to CEQA Sections 15162 and Section 15168(c)(2); and

WHEREAS, on September 15, 2022, the Planning Commission held a public meeting and received a staff report, staff presentation and accepted public comments.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference; and
2. On February 25, 2014, the City Council certified the Final Environmental Impact Report (SCH No. 2010031106), which was prepared for the proposed General Plan 2030 Update (GPA No. 2012-02) pursuant to the California Environmental Quality Act.
3. The City as the lead agency, has determined that Rezone Application No. 2022-01 would have no effects that were not examined in the program EIR and that no new effects could occur or no new mitigation measures would be required as a result of the implementation of Rezone Application No. 2022-01 pursuant to Section 15162 and Sections 15168(c)(2).
4. No new environmental document is required for this Project.

3. The preparation and adoption of Rezone Application No. 2022-01 is consistent with the Reedley General Plan; and
4. The Planning Commission hereby recommends that the City Council of the City of Reedley approve Rezone Application No. 2022-01; and
5. This resolution is effective upon adoption.

This foregoing resolution is hereby approved and adopted at a regular meeting of the Reedley Planning Commission, in the City of Reedley, held on the 15<sup>th</sup> day of September, 2022, by the following vote:

AYES: Turner, Clark, Luzania, Perez, Custodio.

NOES: None.

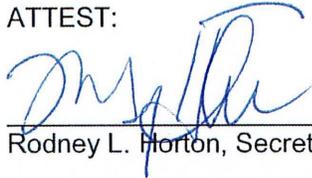
ABSTAIN: None.

ABSENT: None.



Alberto Custodio, Chair  
City of Reedley Planning Commission

ATTEST:



Rodney L. Horton, Secretary

ATTACHMENT: EXHIBIT A REZONE MAP

City of Reedley  
 Ordinance No. 2022-005  
 Rezone Application No. 2022-1  
 Exhibit A

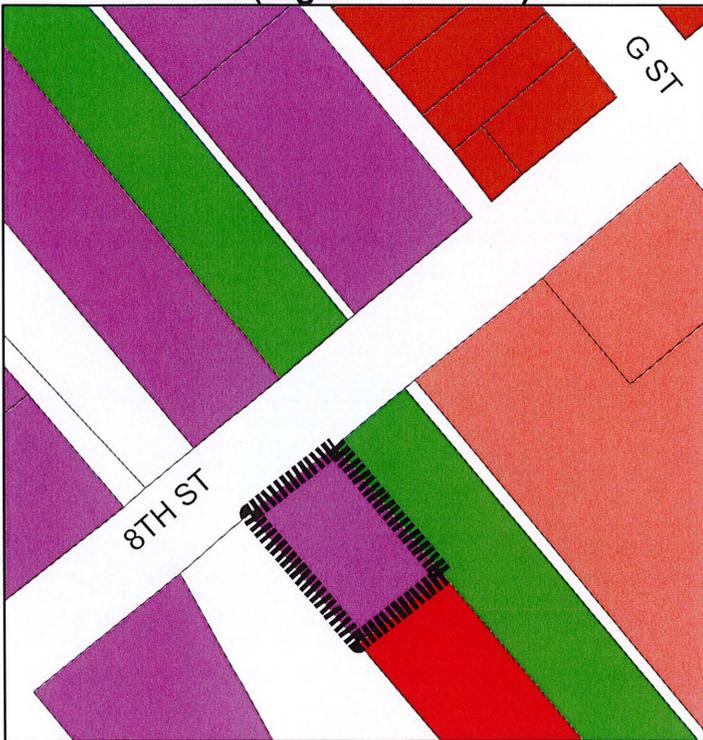
**Project Information**

APN: 368-010-84

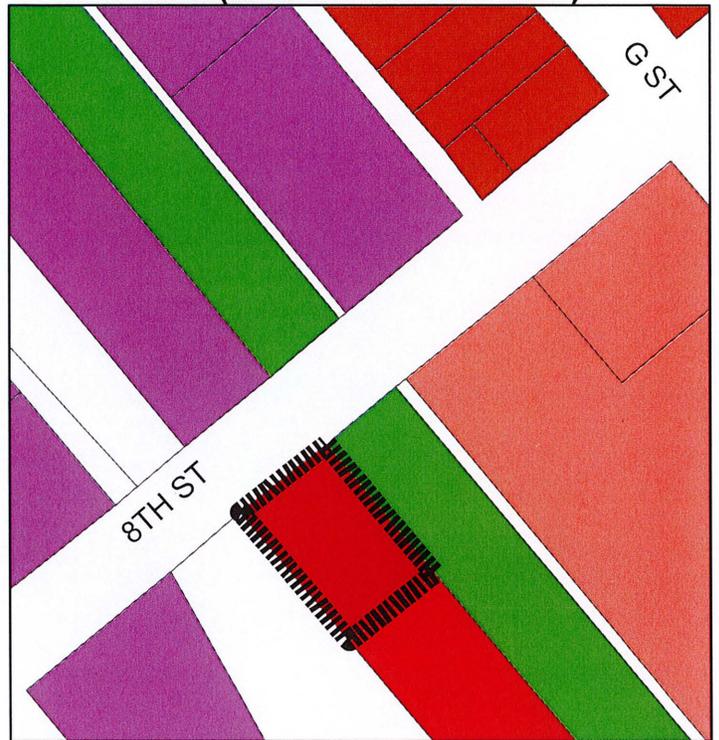
ADDRESS: 1800 8TH Street, Reedley, CA

Existing General Plan Planned Land Use Designation: Public/Institutional Facility

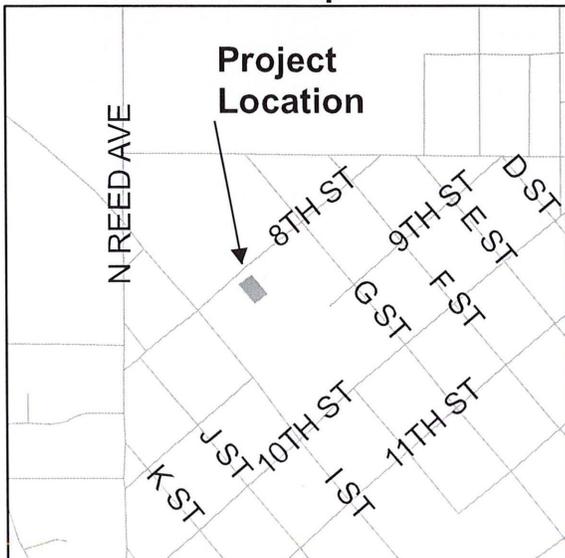
**Existing Zoning Designation:  
ML (Light Industrial)**



**Proposed Zoning Designation:  
CS (Commercial Service)**



**Location Map**



**Legend**



Subject Property

**Zoning Designations**

-  CC (Central & Community Commercial)
-  CN (Neighborhood Commercial)
-  CS (Commercial Service)
-  ML (Light Industrial)
-  RCO (Resource Conservation & Open Space)

Mid-Valley Times  
1130 G Street  
Reedley CA  
(559) 638-2244

(Space below for use of County Clerk only)

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO**

City Of Reedley  
Community Development Department  
Notice Of Public Hearing  
Ordinance No. 2022-005

**CITY OF REEDLEY  
COMMUNITY DEVELOPMENT DEPARTMENT**

**NOTICE OF PUBLIC HEARING**

Ordinance No. 2022-005  
(Rezone Application No. 2022-01)  
On September 15, 2022, the Reedley Planning Commission recommended that the City Council approve Environmental Assessment No. 2020-10 and Ordinance No. 2022-005 (Rezone Application No. 2022-01), all as described below.

**NOTICE IS HEREBY GIVEN** that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code; and, pursuant to the procedures of Title 10 of the Reedley Municipal Code, the Reedley City Council will conduct a public hearing to consider the following:

1. Environmental Assessment No. 2022-10: Recommend that the City Council finds that no new environmental document is required for this project, pursuant to California Environmental Quality Act Guidelines, Section 15162 and 15168(c)(2).
2. Ordinance

No. 2022-005 (Rezone Application No. 2022-01): Recommend that the City Council approve the reclassification of a .344± acre property (APN 368-010-84), located at 1800 8<sup>th</sup> Street, from the ML (Light Industrial) zone district to the CS (Commercial Service) zone district designation. The proposed Change of Zone Application is consistent with the 2030 General Plan Public/Institutional Facility Planned Land Use Designation and is compatible with the surrounding zone districts.  
**REEDLEY CITY COUNCIL**  
Date: Tuesday, October 11, 2022  
Time: 7:00 p.m., or thereafter  
Place: Reedley Community Center  
100 N. East Avenue Street, Reedley, CA 93654  
The Reedley City Council Meeting Agenda will be available for review on the City of Reedley's website at <http://www.reedley.ca.gov> 72 hours in advance of the October 11, 2022, meeting. Any interested person may appear at the public hearing and present written testimony, or speak in favor or against the project proposal. If you challenge the above applications in court, you may be

limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the Reedley City Council at, or prior to, the public hearing.  
**NOTE:** Government Code Section 65091 (Planning and Zoning Law) requires that this notice be sent to owners of property within 300 feet of the subject property. The City of Reedley, Community Development Department has mailed this notice to the property owners within 350 feet of the project.  
Additional information on the proposed application, including the environmental assessment, is available for public review and may be obtained from the Community Development Department, 1733 9 Street, Reedley, California 93654. Please contact: Rodney Horton, Director, at (559) 637-4200, ext. 286, or by email at [horton@reedley.ca.gov](mailto:horton@reedley.ca.gov) for more information.  
**\*SPECIAL NOTICE REGARDING PUBLIC PARTICIPATION DUE TO COVID-19\***  
Hand sanitizer will be available at the entrance to the meeting room for use upon entering and exiting the

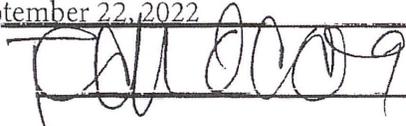
**STATE OF CALIFORNIA**

STATE OF CALIFORNIA  
County of Fresno

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the MID -VALLEY TIMES a newspaper of general circulation by the Superior Court of the County of Fresno, State of California, under the date of July 4, 2019, Case Number 19CECG01981; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

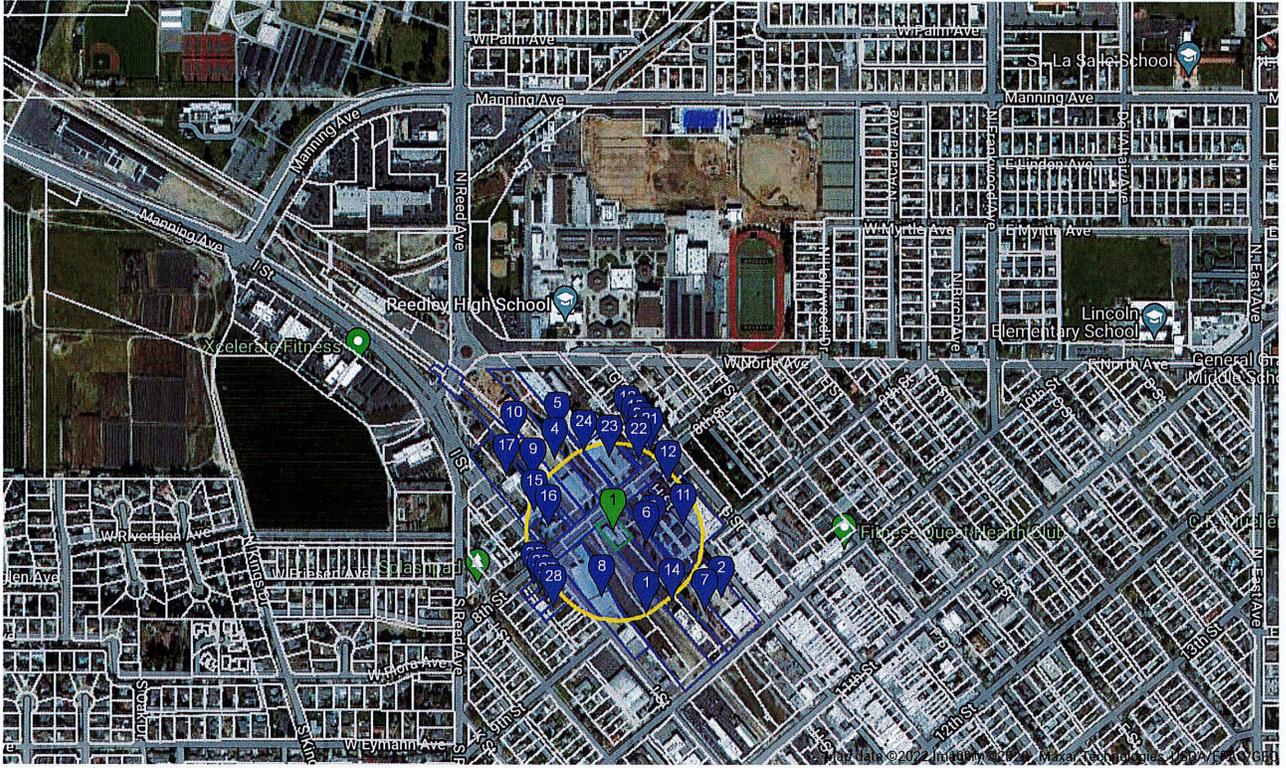
September 22, 2022

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

on September 22, 2022  


room. If you are sick, please do not attend the meeting in person. The meeting will be webcast and accessed at: <https://readley.ca.gov/city-council/city-council-live-stream/>  
**Zoom Participation:**  
The City Council is encouraging members of the public to observe and participate in the City Council meeting virtually, to maximize the safety of all meeting participants. Reasonable efforts will be made to allow written and verbal comments from participants communicating with the host of the virtual meeting. To do so, participants may "raise their hand" during public comment portions of the meeting using the electronic feature on the zoom program, and the clerk will inform the Chair of the participant's desire to provide public comment. Due to the new, untested format of these meetings, the City cannot guarantee that participants who wish to provide public comment, either in writing or verbally, will occur as expected. The "chat" feature on Zoom will not be monitored or used during the meeting. Members of the public who wish to provide written comments are encouraged to submit their comments to the

city clerk at [Ruthie.Greenwood@readley.ca.gov](mailto:Ruthie.Greenwood@readley.ca.gov) at least two (2) hours prior to the start of the meeting to ensure that the comments will be available to the City Council. Please indicate the agenda item number to which the comment pertains. Written comments that do not specify a particular agenda item will be marked for the general public comment portion of the meeting. A copy of any written comment will be provided to the City Council at the meeting. Please note that written comments received will not be read aloud during the meeting, but will be included with the meeting minutes. Si habla español, comuníquese con Marlen Lazaro al 559-637-4200 ext. 3 para obtener ayuda.  
Assessor's Parcel Number: 368-010-84  
Date Published: September 22, 2022



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<input checked="" type="checkbox"/>		Co	APN	Owner	S Street Address	S City State Zip	Assessment Year	Assessor	Census Tract	Construction Type	Distance Feet	Distance Miles	Impr. Value	Land Value	Lot Acres	Lot SqFt	Use Code	Use Type	Vesting
<input checked="" type="checkbox"/>	1	FRE	368-010-84	WARKENTIN JUDITH A TRUSTEE	1800 EIGHTH	REEDLEY CA 93654-2633	2022	PAUL DICTOS, ASSESSOR	66.02/3				\$108,653	\$42,249	0.344	15,000	IGARGO1	PARKING LOT	



LIST 0  
DETAIL

<input checked="" type="checkbox"/>		Co	APN	Owner	S Street Address	S City State Zip	Assessment Year	Assessor	Census Tract	Construction Type	Distance Feet	Distance Miles	Impr. Value	Land Value	Lot Acres	Lot SqFt	Use Code	Use Type
<input checked="" type="checkbox"/>		1	FRE 368-010-23U	U PARCEL				PAUL DICTOS, ASSESSOR	66.02/3						11.200	487,872		
<input checked="" type="checkbox"/>		2	FRE 368-010-27	PIONEER FARM EQUIPMENT CO	1714 NINTH	REEDLEY CA 93654-2601	2022	PAUL DICTOS, ASSESSOR	66.02/3				\$229,875	\$256,399	1.497	65,250	IGAR000	PARKING LC
<input checked="" type="checkbox"/>		3	FRE 368-010-50S	AMERICAN TRAILS ASSOCIATION			2022	PAUL DICTOS, ASSESSOR	66.02/3				\$10,521		0.090	3,960	I000000	VACANT
<input checked="" type="checkbox"/>		4	FRE 368-010-57	M-D VENTURES	1805 EIGHTH	REEDLEY CA 93654-2600	2022	PAUL DICTOS, ASSESSOR	66.02/3				\$416,983	\$253,397	1.354	59,000	IWAH000	INDUSTRIAL
<input checked="" type="checkbox"/>		5	FRE 368-010-59ST	REEDLEY CITY OF				PAUL DICTOS, ASSESSOR	67.00/2						1.480	64,468		
<input checked="" type="checkbox"/>		6	FRE 368-010-60ST	REEDLEY CITY OF				PAUL DICTOS, ASSESSOR	67.00/2						0.810	35,283		
<input checked="" type="checkbox"/>		7	FRE 368-010-61ST	REEDLEY CITY OF				PAUL DICTOS, ASSESSOR	67.00/2						0.800	34,848		
<input checked="" type="checkbox"/>		8	FRE 368-010-64S	AY-NC LP	850 I	REEDLEY CA 93654-2819	2022	PAUL DICTOS, ASSESSOR	67.00/2				\$269,779	\$212,981	1.730	75,358	IPAHCOS	INDUSTRIAL
<input checked="" type="checkbox"/>		9	FRE 368-010-77S	BOSS MICHAEL W & DONNA S			2022	PAUL DICTOS, ASSESSOR	66.02/3				\$42,683		0.340	14,810	I000000	VACANT
<input checked="" type="checkbox"/>		10	FRE 368-010-78U	U PARCEL				PAUL DICTOS, ASSESSOR	66.02/3						11.200	487,872		
<input checked="" type="checkbox"/>		11	FRE 368-010-82ST	REEDLEY CITY OF				PAUL DICTOS, ASSESSOR	66.02/3						2.550	111,078		
<input checked="" type="checkbox"/>		12	FRE 368-010-83T	STATE OF CALIFORNIA				PAUL DICTOS, ASSESSOR	66.02/3						0.490	21,344		
<input checked="" type="checkbox"/>		13	FRE 368-010-84	WARKENTIN JUDITH A TRUSTEE	1800 EIGHTH	REEDLEY CA 93654-2633	2022	PAUL DICTOS, ASSESSOR	66.02/3				\$108,653	\$42,249	0.344	15,000	IGARGO1	PARKING LC
<input checked="" type="checkbox"/>		14	FRE 368-010-86T	KINGS CANYON JOINT UNIFIED				PAUL DICTOS, ASSESSOR	66.02/3						1.692	73,715		
<input checked="" type="checkbox"/>		15	FRE 368-094-06S	BOSS MICHAEL & DONNA	736 I	REEDLEY CA 93654-2817	2022	PAUL DICTOS, ASSESSOR	67.00/2				\$230,000	\$45,000	0.273	11,900	IGAR000	PARKING LC
<input checked="" type="checkbox"/>		16	FRE 368-094-07S	T & T INVESTMENTS	790 I	REEDLEY CA 93654-2817	2022	PAUL DICTOS, ASSESSOR	67.00/2				\$330,919	\$267,949	0.504	21,970	ICAW000	AUTOMOTIVE USES
<input checked="" type="checkbox"/>		17	FRE 368-094-08S	BOSS MICHAEL W & DONNA S	718 I	REEDLEY CA 93654-2867	2022	PAUL DICTOS, ASSESSOR	67.00/2				\$167,466	\$200,962	1.370	59,677	IGO1WAH	OFFICE
<input checked="" type="checkbox"/>		18	FRE 368-101-04	ALEMAN GRACIELA TRUSTEE	731 G	REEDLEY CA 93654-2621	2022	PAUL DICTOS, ASSESSOR	66.02/3				\$19,815	\$83,300	0.258	11,250	MS01000	RESID. MULTIPLE FAMILY

<input checked="" type="checkbox"/>		Co	APN	Owner	S Street Address	S City State Zip	Assessment Year	Assessor	Census Tract	Construction Type	Distance Feet	Distance Miles	Impr. Value	Land Value	Lot Acres	Lot SqFt	Use Code	Use Type
<input checked="" type="checkbox"/>		19	FRE 368-101-05	RODRIGUEZ AMADO ANTONIO & ROSALIE MORA	745 G	REEDLEY CA 93654-2621	2022	PAUL DICTOS, ASSESSOR	66.02/3				\$43,438	\$43,438	0.172	7,500	CS01000	RESID. SINGLE FAMILY
<input checked="" type="checkbox"/>		20	FRE 368-101-06	MONTEZ PROPERTIES LLC	749 G	REEDLEY CA 93654-2621	2022	PAUL DICTOS, ASSESSOR	66.02/3				\$101,127	\$63,183	0.137	6,000	CGO2000	OFFICE
<input checked="" type="checkbox"/>		21	FRE 368-101-07	BUCKENDAHL RANAE GRACE TRS	759 G	REEDLEY CA 93654-2621	2022	PAUL DICTOS, ASSESSOR	66.02/3				\$211,265	\$66,986	0.154	6,720	CCS1000	RETAIL SALE
<input checked="" type="checkbox"/>		22	FRE 368-101-08	BOSS MICHAEL & DONNA	1725 EIGHTH	REEDLEY CA 93654-2603	2022	PAUL DICTOS, ASSESSOR	66.02/3				\$80,000	\$23,000	0.052	2,280	CS01000	RESID. SINGLE FAMILY
<input checked="" type="checkbox"/>		23	FRE 368-101-09S	BOSS MICHAEL & DONNA	1755 EIGHTH	REEDLEY CA 93654-2639	2022	PAUL DICTOS, ASSESSOR	66.02/3				\$118,209	\$78,804	0.809	35,250	IPAH000	INDUSTRIAL
<input checked="" type="checkbox"/>		24	FRE 368-101-11SU	U PARCEL				PAUL DICTOS, ASSESSOR	66.02/3						0.090	3,928		
<input checked="" type="checkbox"/>		25	FRE 368-113-01	SHOOK GENEVA R	803 I	REEDLEY CA 93654-2818	2022	PAUL DICTOS, ASSESSOR	67.00/2				\$42,854	\$12,593	0.172	7,500	CS01000	RESID. SINGLE FAMILY
<input checked="" type="checkbox"/>		26	FRE 368-113-02	MASON DENISE NELSON TRUSTEE	809 I	REEDLEY CA 93654-2818	2022	PAUL DICTOS, ASSESSOR	67.00/2				\$93,000	\$60,000	0.172	7,500	CS01000	RESID. SINGLE FAMILY
<input checked="" type="checkbox"/>		27	FRE 368-113-03	GRAVES ROBERT E & JANICE S TRUSTEES	819 I	REEDLEY CA 93654-2818	2022	PAUL DICTOS, ASSESSOR	67.00/2				\$194,155	\$63,781	0.172	7,500	CGO1000	OFFICE
<input checked="" type="checkbox"/>		28	FRE 368-113-04	VARGAS JESUS & MARIA FELICITAS	827 I	REEDLEY CA 93654-2818	2022	PAUL DICTOS, ASSESSOR	67.00/2				\$15,013	\$60,062	0.172	7,500	CS01000	RESID. SINGLE FAMILY

# **REEDLEY CITY COUNCIL PRESENTATION**

OCTOBER 11, 2022

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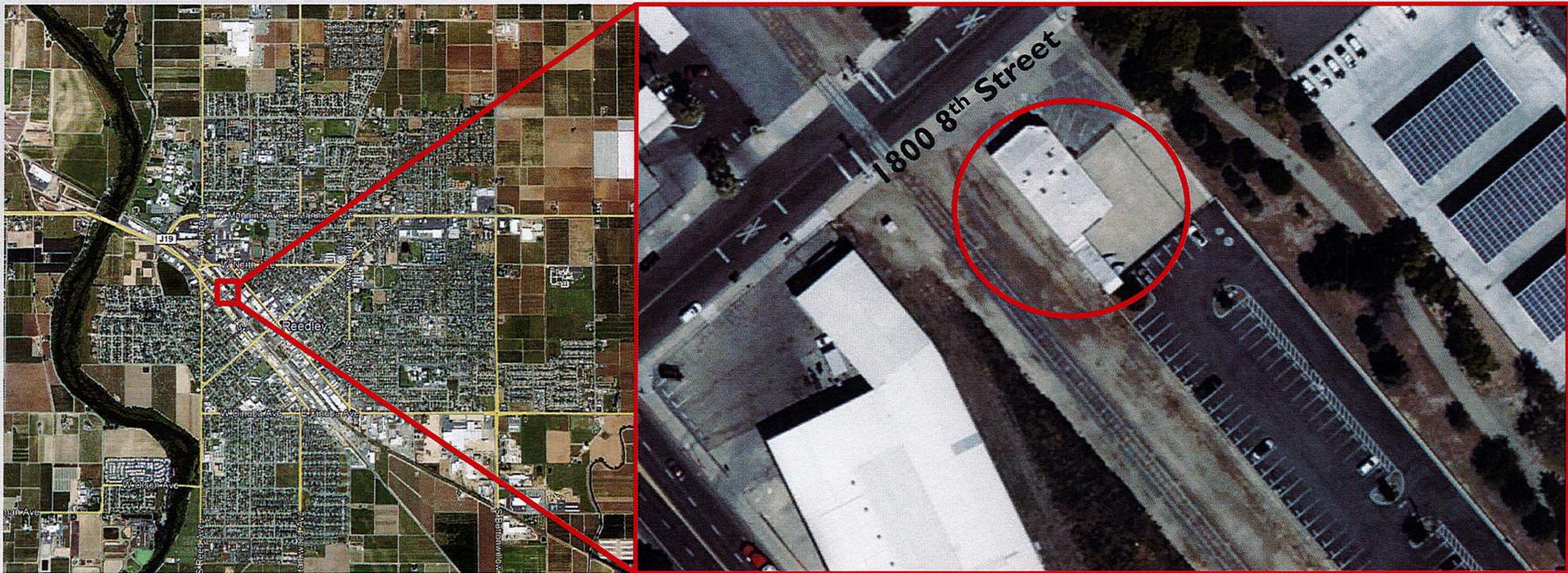
- I. ORDINANCE NO. 2022-005**
- REZONE APPLICATION NO. 2022-01**
- ENVIRONMENTAL ASSESSMENT NO. 2022-10**

## **STAFF RECOMMENDATION**

Planning Commission and Staff Unanimously Recommend the City Council:

1. Hold a Public Hearing on the Introduction and First Reading of Ordinance No. 2022-005, an Ordinance of the City Council of the City of Reedley approving Rezone Application No. 2022-01, and authorizing the amendment of the official zoning map of the City of Reedley
2. Receive Environmental Assessment No. 2022-10, a finding that no new environmental document is required for this project, dated September 15, 2022

# PROJECT LOCATION



# BORDERING PROPERTY INFORMATION

	<b>Planned Land Use</b>	<b>Existing Zoning</b>	<b>Existing Land Use</b>
North	Office Commercial Planned Land Use	ML ( <i>Light Industrial</i> ) Zone District	Existing Light Industrial Development
East	Open Space Planned Land Use	RCO ( <i>Resource Conservation and Open Space</i> ) Zone District	Reedley Parkway
South	Public/Institutional Facility Planned Land Use	CS ( <i>Commercial Service</i> ) Zone District	Existing Kings Canyon School District Administrative Office
West	Service Commercial Planned Land Use	ML ( <i>Light Industrial</i> ) Zone District	Existing Light Industrial Development

# PROJECT DESCRIPTION

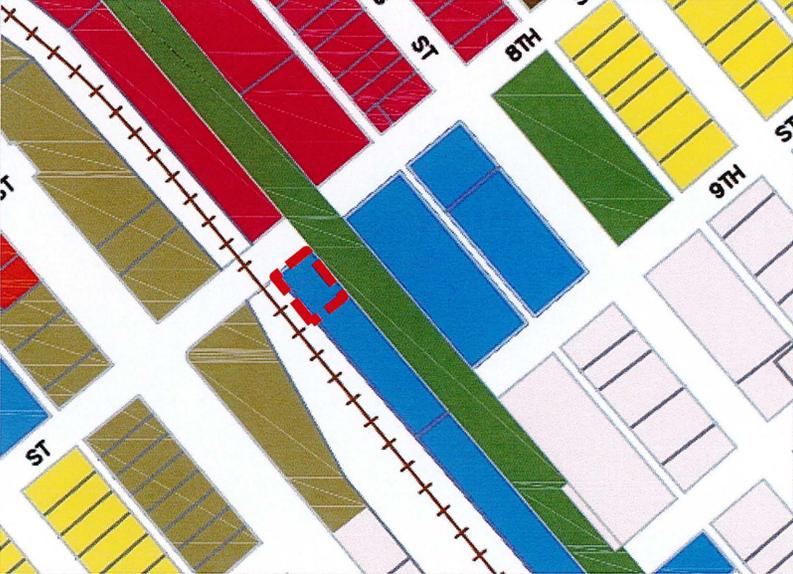
- Reclassification of the subject property from the ML (*Light Industrial*) zone district to the CS (*Commercial Service*) zone district designation
- Existing vacant building
- Redevelop the site to accommodate future needs of the Kings Canyon Unified School District



# GENERAL PLAN – PLANNED LAND USE DESIGNATION



PUBLIC / INSTITUTIONAL FACILITY



# EXISTING ZONING DESIGNATION

Existing Zoning Designation:  
ML (Light Industrial)

## Legend



Subject Property

## Zoning Designations

-  CC (Central & Community Commercial)
-  CN (Neighborhood Commercial)
-  CS (Commercial Service)
-  ML (Light Industrial)
-  RCO (Resource Conservation & Open Space)



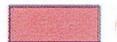
# PROPOSED ZONING DESIGNATION

## Legend



Subject Property

## Zoning Designations



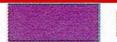
CC (Central & Community Commercial)



CN (Neighborhood Commercial)



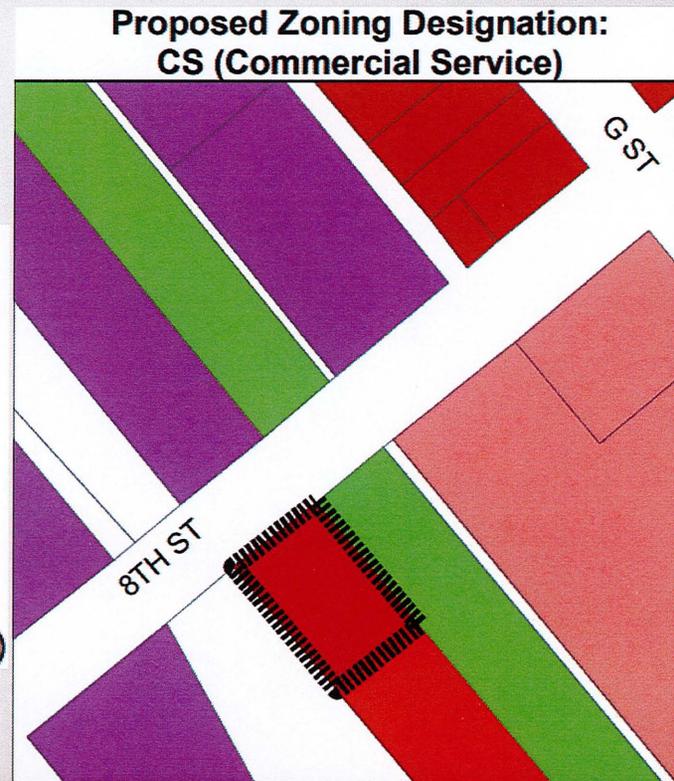
CS (Commercial Service)



ML (Light Industrial)



RCO (Resource Conservation & Open Space)



# **GENERAL PLAN CONSISTENCY**

- Planned Land Use Designation: Public/Institutional Facility
- Overall guiding land use principles, goals, and objectives in the general plan support approval of Rezone Application No. 2022-01
- The proposed zone district is consistent with the principles and objectives of the public/institutional facility general plan planned land use designation

# **ZONING ORDINANCE CONSISTENCY**

## **Rezone Application Requirements**

Public Hearing Notices were published in the Mid Valley Times on:

1. Planning Commission – August 25, 2022
2. City Council – September 22, 2022

Notices were mailed to surrounding property owners for both hearings

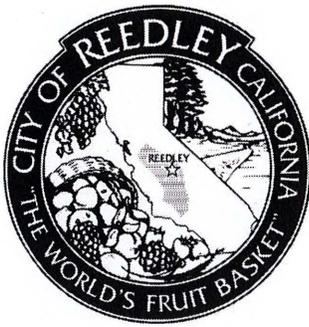
## **ENVIRONMENTAL ASSESSMENT NO. 2022-10**

- a) The City, as the lead agency, has determined that Rezone Application No. 2022-10 would have no effects that were not examined in the program EIR
- b) No new effects could occur or no new mitigation measures would be required as a result of the implementation of Rezone Application No. 2022-01

## **STAFF RECOMMENDATION**

Planning Commission and Staff Unanimously Recommend the City Council:

1. Hold a Public Hearing on the Introduction and First Reading of Ordinance No. 2022-005, an Ordinance of the City Council of the City of Reedley approving Rezone Application No. 2022-01, and authorizing the amendment of the official zoning map of the City of Reedley
2. Receive Environmental Assessment No. 2022-10, a finding that no new environmental document is required for this project, dated September 15, 2022



## REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing
- Receive/Review

ITEM NO: 9

DATE: October 11, 2022

TITLE: RECEIVE, REVIEW, AND FILE THE 2021-22 FISCAL YEAR ANNUAL DEVELOPMENT IMPACT FEE REPORT

SUBMITTED: Paul A. Melikian, Assistant City Manager 

APPROVED: Nicole R. Zieba, City Manager

### RECOMMENDATION

That the City Council receive, review, and file the attached FY 2021-22 Annual Developer Impact Fee Report, in compliance with Government Code Section 66006(a) and (b). No action is required other than to receive, review, and file the report, which will also be uploaded to the Financial Information page of the City's website.

### BACKGROUND

A Development Impact Fee is a monetary exaction other than a tax or special assessment that is charged by a local governmental agency to an applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project. (Gov't Code § 66000(b).) Agencies that collect and utilize Developer Impact Fees are required to provide information on each fund or account established for the collection of impact fees. Within 180 days after the last day of each fiscal year, this information must be made available to the public for the period covered by that fiscal year. The information must provide the following:

1. A brief description of the type of fee in the fund.
2. The amount of the fee.
3. The beginning and ending balances of the fund.
4. The amount of fees collected and the interest earned.
5. An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the improvement that was funded with Impact fees.
6. An identification of an approximate date by which the construction of the public improvement will commence if the City determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
7. A description of each inter-fund transfer or loan made from the fund, including the public improvement on which the transferred or loaned fees were expended; and in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that will be received on the loan.

8. The amount of refunds made per Government Code Section 66001(e).

Once the information is made available to the public, but not less than 15 days from the date it is made available, the City Council must review the information at its next regularly scheduled meeting. The 2020-21 Impact Fee Report provides information on the following infrastructure service types (funds):

- Fund 100 - Transportation Facilities
- Fund 102 - Law Enforcement Facilities
- Fund 103 - Fire Facilities
- Fund 104 – Storm Drainage Facilities
- Fund 105 – Wastewater Facilities
- Fund 109 - Park & Recreation Facilities
- Fund 110 – General Govt Facilities
- Fund 111 – Water Facilities

The attached report includes a summary for all funds and individual pages that provide detail of activity by infrastructure service type. Current Development Impact Fees are published in the Citywide Master Fee Schedule, and were comprehensively updated this year.

**FISCAL IMPACT**

There is no fiscal impact as a result of filing this annual report.

**ATTACHMENTS**

2021-22 Development Impact Fee Report

# **City of Reedley**

## **Development Impact Fee**

### **Annual Report**



**Fiscal Year 2021-22**

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**Summary Annual Development Impact Fee Report for FY 2021-22**

<b>Fund - Infrastructure Service Type</b>	<b>Fund Balance June 30, 2021</b>	<b>2021-22 Revenue</b>	<b>2021-22 Expenditures</b>	<b>Fund Balance June 30, 2022</b>	<b>2022-23 Estimated Revenue</b>	<b>2022-23 Adopted Budget</b>	<b>Projected Ending Resources Available June 30, 2023</b>
Fund 100 - Transportation Facilities	\$ 693,992	\$ 676,650	\$ 38,669	\$ 1,331,973	\$ 152,500	\$ 10,692	\$ 1,473,781
Fund 102 - Law Enforcement Facilities	\$ 12,426	\$ 16,600	\$ 1,095	\$ 27,931	\$ 4,250	\$ 270	\$ 31,911
Fund 103 - Fire Facilities	\$ 329,470	\$ 136,824	\$ 304,839	\$ 161,455	\$ 25,500	\$ 70,691	\$ 116,264
Fund 104 - Storm Drain Facilities	\$ 624,285	\$ 582,371	\$ 11,725	\$ 1,194,931	\$ 102,000	\$ 281,641	\$ 1,015,290
Fund 105 - Wastewater Facilities	\$ 576,693	\$ 276,154	\$ 12,276	\$ 840,571	\$ 76,500	\$ 289,341	\$ 627,730
Fund 109 - Parks & Recreation Facilities	\$ 163,928	\$ 176,750	\$ 3,249	\$ 337,429	\$ 20,750	\$ 2,395	\$ 355,784
Fund 110 - General Government Facilitie	\$ 13,889	\$ 14,523	\$ 1,098	\$ 27,314	\$ 2,750	\$ 258	\$ 29,806
Fund 111 - Water Facilities	\$ 252,338	\$ 233,284	\$ 101,773	\$ 383,849	\$ 76,000	\$ 102,154	\$ 357,695
<b>Total</b>	<b>\$ 2,667,021</b>	<b>\$ 2,113,156</b>	<b>\$ 474,724</b>	<b>\$ 4,305,453</b>	<b>\$ 460,250</b>	<b>\$ 757,442</b>	<b>\$ 4,008,261</b>

**Annual Development Impact Fee Report 2021-22**

**Fund 100 - Transportation Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>693,992</b>
<b>Revenue 2021-22</b>		
Development Impact Fees	\$	709,925
Investment Interest	\$	<u>(33,275)</u>
	\$	676,650
<b>Expenditures 2021-22</b>		
DIF Administration Services	\$	6,200
Prior Year POs	\$	19,929
CDBG 18571	\$	12,500
Professional	\$	<u>40</u>
	\$	38,669
<b>Ending Fund Balance</b>	<b>\$</b>	<b>1,331,973</b>
<b>Revenue 2022-23</b>		
Development Impact Fees	\$	150,000
Investment Interest	\$	<u>2,500</u>
	\$	152,500
<b>Appropriations 2022-23</b>		
DIF Administration Services	\$	9,472
Prior Year POs	\$	<u>1,220</u>
	\$	10,692
<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>1,473,781</b>

**Annual Development Impact Fee Report 2021-22**

**Fund 102 - Law Enforcement Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>12,426</b>
<b>Revenue 2021-22</b>		
Development Impact Fees	\$	17,268
Investment Interest	\$	<u>(668)</u>
	\$	16,600
<b>Expenditures 2021-22</b>		
DIF Administration Services	\$	98
Prior Year POs	\$	996
Professional	\$	<u>1</u>
	\$	1,095
<b>Ending Fund Balance</b>	<b>\$</b>	<b>27,931</b>
<b>Revenue 2022-23</b>		
Development Impact Fees	\$	4,000
Investment Interest	\$	<u>250</u>
	\$	4,250
<b>Appropriations 2022-23</b>		
DIF Administration Services	\$	209
Prior Year POs	\$	<u>61</u>
	\$	270
<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>31,911</b>

**Annual Development Impact Fee Report 2021-22**

**Fund 103 - Fire Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>329,470</b>
<b>Revenue 2021-22</b>		
Development Impact Fees	\$	139,645
Investment Interest	\$	<u>(2,821)</u>
	\$	136,824
<b>Expenditures 2021-22</b>		
DIF Administration Services	\$	2,828
Prior Year POs	\$	1,993
Professional	\$	18
Fire Vehicles	\$	<u>300,000</u>
	\$	304,839
<b>Ending Fund Balance</b>	<b>\$</b>	<b>161,455</b>
<b>Revenue 2022-23</b>		
Development Impact Fees	\$	25,000
Investment Interest	\$	<u>500</u>
	\$	25,500
<b>Appropriations 2022-23</b>		
DIF Administration Services	\$	569
Prior Year POs	\$	122
Cricket Hollow Storage	\$	<u>70,000</u>
	\$	70,691
<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>116,264</b>

**Annual Development Impact Fee Report 2021-22****Fund 104 - Storm Drain Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>624,285</b>
<b>Revenue 2021-22</b>		
Development Impact Fees	\$	612,542
Investment Interest	\$	<u>(30,171)</u>
	\$	582,371
<b>Expenditures 2021-22</b>		
DIF Administration Services	\$	5,709
Prior Year POs	\$	5,979
Professional	\$	<u>37</u>
	\$	11,725
<b>Ending Fund Balance</b>	<b>\$</b>	<b>1,194,931</b>
<b>Revenue 2022-23</b>		
Development Impact Fees	\$	100,000
Investment Interest	\$	<u>2,000</u>
	\$	102,000
<b>Appropriations 2022-23</b>		
DIF Administration Services	\$	6,275
Prior Year POs	\$	366
Shoemake Enn SD	\$	125,000
Master Plan	\$	<u>150,000</u>
	\$	281,641
<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>1,015,290</b>

**Annual Development Impact Fee Report 2021-22****Fund 105 - Wastewater Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>576,693</b>
<b>Revenue 2021-22</b>		
Development Impact Fees	\$	300,220
Investment Interest	\$	<u>(24,066)</u>
	\$	276,154
<b>Expenditures 2021-22</b>		
DIF Administration Services	\$	6,257
Prior Year POs	\$	5,979
Professional	\$	<u>40</u>
	\$	12,276
<b>Ending Fund Balance</b>	<b>\$</b>	<b>840,571</b>
<b>Revenue 2022-23</b>		
Development Impact Fees	\$	75,000
Investment Interest	\$	<u>1,500</u>
	\$	76,500
<b>Appropriations 2022-23</b>		
DIF Administration Services	\$	3,975
Prior Year POs	\$	366
Master Plan	\$	150,000
Reed Lift Upsize	\$	<u>135,000</u>
	\$	289,341
<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>627,730</b>

**Annual Development Impact Fee Report 2021-22**

**Fund 109 - Parks & Recreation Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>163,928</b>
<b>Revenue 2021-22</b>		
Development Impact Fees	\$	185,128
Investment Interest	\$	<u>(8,378)</u>
	\$	176,750
<b>Expenditures 2021-22</b>		
DIF Administration Services	\$	1,248
Prior Year POs	\$	1,993
Professional	\$	<u>8</u>
	\$	3,249
<b>Ending Fund Balance</b>	<b>\$</b>	<b>337,429</b>
<b>Revenue 2022-23</b>		
Development Impact Fees	\$	20,000
Investment Interest	\$	<u>750</u>
	\$	20,750
<b>Appropriations 2022-23</b>		
DIF Administration Services	\$	2,273
Prior Year POs	\$	<u>122</u>
	\$	2,395
<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>355,784</b>

**Annual Development Impact Fee Report 2021-22**

**Fund 110 - General Government Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>13,889</b>
<b>Revenue 2021-22</b>		
Development Impact Fees	\$	15,232
Investment Interest	\$	<u>(709)</u>
	\$	14,523
<b>Expenditures 2021-22</b>		
DIF Administration Services	\$	101
Prior Year POs	\$	996
Professional	\$	<u>1</u>
	\$	1,098
<b>Ending Fund Balance</b>	<b>\$</b>	<b>27,314</b>
<b>Revenue 2022-23</b>		
Development Impact Fees	\$	2,500
Investment Interest	\$	<u>250</u>
	\$	2,750
<b>Appropriations 2022-23</b>		
DIF Administration Services	\$	197
Prior Year POs	\$	<u>61</u>
	\$	258
<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>29,806</b>

**Annual Development Impact Fee Report 2021-22**

**Fund 111 - Water Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>252,338</b>
<b>Revenue 2021-22</b>		
Development Impact Fees	\$	244,002
Investment Interest	\$	<u>(10,718)</u>
	\$	233,284
<b>Expenditures 2021-22</b>		
DIF Administration Services	\$	2,562
Prior Year POs	\$	1,993
Developer Reimbursement	\$	97,202
Professional	\$	<u>16</u>
	\$	101,773
<b>Ending Fund Balance</b>	<b>\$</b>	<b>383,849</b>
<b>Revenue 2022-23</b>		
Development Impact Fees	\$	75,000
Investment Interest	\$	<u>1,000</u>
	\$	76,000
<b>Appropriations 2022-23</b>		
DIF Administration Services	\$	2,032
Prior Year POs	\$	122
Master Plan	\$	<u>100,000</u>
	\$	102,154
<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>357,695</b>

<b>Developer Impact Fee Detail by Infrastructure Service Type:</b>			
<b>Transportation</b>		<b>Fee</b>	<b>Resolution No.</b>
<b>Expansion Area</b>			
Single Family (per dwelling unit)	\$	5,552.58	2022-060
Multi-Family (per dwelling unit)		3,028.68	2022-060
Accessory Unit (per dwelling unit)		1,388.15	2022-060
Commercial/Retail (per 1,000 sq. ft.)	\$	2,422.94	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)		1,443.67	2022-060
Public/Institutional (per 1,000 sq. ft.)		1,413.38	2022-060
<b>City Center</b>			
Single Family (per dwelling unit)	\$	2,776.29	2022-060
Multi-Family (per dwelling unit)		1,514.34	2022-060
Accessory Unit (per dwelling unit)		696.60	2022-060
Commercial/Retail (per 1,000 sq. ft.)		1,211.47	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)		721.84	2022-060
Public/Institutional (per 1,000 sq. ft.)		706.69	2022-060
<b>In-fill Area</b>			
Single Family (per dwelling unit)	\$	4,164.44	2022-060
Multi-Family (per dwelling unit)		2,271.51	2022-060
Accessory Unit (per dwelling unit)		1,041.11	2022-060
Commercial/Retail (per 1,000 sq. ft.)		1,817.21	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)		1,082.75	2022-060
Public/Institutional (per 1,000 sq. ft.)		1,060.04	2022-060

<b>Developer Impact Fee Detail by Infrastructure Service Type:</b>			
<b>Law Enforcement</b>			
<b>Expansion Area</b>			
Single Family (per dwelling unit)	\$	123.01	2022-060
Multi-Family (per dwelling unit)		118.15	2022-060
Accessory Unit (per dwelling unit)		30.75	2022-060
Commercial/Retail (per 1,000 sq. ft.)		28.28	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)		7.77	2022-060
Public/Institutional (per 1,000 sq. ft.)		4.35	2022-060
<b>City Center</b>			
Single Family (per dwelling unit)		61.52	2022-060
Multi-Family (per dwelling unit)		59.09	2022-060
Accessory Unit (per dwelling unit)		15.38	2022-060
Commercial/Retail (per 1,000 sq. ft.)		14.16	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)		3.89	2022-060
Public/Institutional (per 1,000 sq. ft.)		2.18	2022-060
<b>In-fill Area</b>			
Single Family (per dwelling unit)		92.26	2022-060
Multi-Family (per dwelling unit)		88.62	2022-060
Accessory Unit (per dwelling unit)		23.07	2022-060
Commercial/Retail (per 1,000 sq. ft.)		21.22	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)		5.83	2022-060
Public/Institutional (per 1,000 sq. ft.)		3.26	2022-060

**Developer Impact Fee Detail by Infrastructure Service Type:**

<b>Fire Protection</b>	<b>Fee</b>	<b>Resolution No.</b>
<b>Expansion Area</b>		
Single Family (per dwelling unit)	\$ 1,078.59	2022-060
Multi-Family (per dwelling unit)	1,036.01	2022-060
Accessory Unit (per dwelling unit)	269.65	2022-060
Commercial/Retail (per 1,000 sq. ft.)	247.96	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	68.12	2022-060
Public/Institutional (per 1,000 sq. ft.)	38.15	2022-060
<b>City Center</b>		
Single Family (per dwelling unit)	539.30	2022-060
Multi-Family (per dwelling unit)	518.01	2022-060
Accessory Unit (per dwelling unit)	134.82	2022-060
Commercial/Retail (per 1,000 sq. ft.)	123.98	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	34.06	2022-060
Public/Institutional (per 1,000 sq. ft.)	19.07	2022-060
<b>In-fill Area</b>		
Single Family (per dwelling unit)	808.94	2022-060
Multi-Family (per dwelling unit)	777.01	2022-060
Accessory Unit (per dwelling unit)	202.24	2022-060
Commercial/Retail (per 1,000 sq. ft.)	185.97	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	51.09	2022-060
Public/Institutional (per 1,000 sq. ft.)	28.61	2022-060

**Developer Impact Fee Detail by Infrastructure Service Type:****General Government**

<b>Expansion Area</b>		
Single Family (per dwelling unit)	\$ 70.79	2022-060
Multi-Family (per dwelling unit)	68.00	2022-060
Accessory Unit (per dwelling unit)	17.70	2022-060
Commercial/Retail (per 1,000 sq. ft.)	16.27	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	4.47	2022-060
Public/Institutional (per 1,000 sq. ft.)	2.50	2022-060
<b>City Center</b>		
Single Family (per dwelling unit)	35.38	2022-060
Multi-Family (per dwelling unit)	33.98	2022-060
Accessory Unit (per dwelling unit)	8.84	2022-060
Commercial/Retail (per 1,000 sq. ft.)	8.15	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	2.24	2022-060
Public/Institutional (per 1,000 sq. ft.)	1.25	2022-060
<b>In-fill Area</b>		
Single Family (per dwelling unit)	53.09	2022-060
Multi-Family (per dwelling unit)	50.99	2022-060
Accessory Unit (per dwelling unit)	13.27	2022-060
Commercial/Retail (per 1,000 sq. ft.)	12.20	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	3.35	2022-060
Public/Institutional (per 1,000 sq. ft.)	1.88	2022-060

**Developer Impact Fee Detail by Infrastructure Service Type:  
Storm Drainage**

	Fee	Resolution No.
<b>Expansion Area</b>		
Single Family (per dwelling unit)	\$ 3,444.75	2022-060
Multi-Family (per dwelling unit)	2,204.64	2022-060
Accessory Unit (per dwelling unit)	861.19	2022-060
Commercial/Retail (per 1,000 sq. ft.)	1,691.06	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	1,351.40	2022-060
Public/Institutional (per 1,000 sq. ft.)	344.48	2022-060
<b>City Center</b>		
Single Family (per dwelling unit)	1,722.38	2022-060
Multi-Family (per dwelling unit)	1,102.32	2022-060
Accessory Unit (per dwelling unit)	430.59	2022-060
Commercial/Retail (per 1,000 sq. ft.)	845.53	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	675.70	2022-060
Public/Institutional (per 1,000 sq. ft.)	172.24	2022-060
<b>In-fill Area</b>		
Single Family (per dwelling unit)	2,583.56	2022-060
Multi-Family (per dwelling unit)	1,653.48	2022-060
Accessory Unit (per dwelling unit)	645.89	2022-060
Commercial/Retail (per 1,000 sq. ft.)	1,268.29	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	1,013.55	2022-060
Public/Institutional (per 1,000 sq. ft.)	258.36	2022-060

**Developer Impact Fee Detail by Infrastructure Service Type:  
Wastewater**

	Fee	Resolution No.
<b>Expansion Area</b>		
Single Family (per dwelling unit)	\$ 2,393.21	2022-060
Multi-Family (per dwelling unit)	2,297.48	2022-060
Accessory Unit (per dwelling unit)	598.30	2022-060
Commercial/Retail (per 1,000 sq. ft.)	1,388.06	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	1,100.88	2022-060
Public/Institutional (per 1,000 sq. ft.)	909.42	2022-060
<b>City Center</b>		
Single Family (per dwelling unit)	1,196.61	2022-060
Multi-Family (per dwelling unit)	1,148.74	2022-060
Accessory Unit (per dwelling unit)	299.15	2022-060
Commercial/Retail (per 1,000 sq. ft.)	694.03	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	550.44	2022-060
Public/Institutional (per 1,000 sq. ft.)	454.71	2022-060
<b>In-fill Area</b>		
Single Family (per dwelling unit)	1,794.91	2022-060
Multi-Family (per dwelling unit)	1,723.11	2022-060
Accessory Unit (per dwelling unit)	448.73	2022-060
Commercial/Retail (per 1,000 sq. ft.)	1,041.05	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	825.66	2022-060
Public/Institutional (per 1,000 sq. ft.)	682.07	2022-060

**Developer Impact Fee Detail by Infrastructure Service Type:  
Water**

	Fee	Resolution No.
<b>Expansion Area</b>		
Single Family (per dwelling unit)	\$ 2,508.23	2022-060
Multi-Family (per dwelling unit)	2,407.90	2022-060
Accessory Unit (per dwelling unit)	627.06	2022-060
Commercial/Retail (per 1,000 sq. ft.)	2,257.40	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	777.55	2022-060
Public/Institutional (per 1,000 sq. ft.)	200.66	2022-060
<b>City Center</b>		
Single Family (per dwelling unit)	1,254.11	2022-060
Multi-Family (per dwelling unit)	1,203.95	2022-060
Accessory Unit (per dwelling unit)	313.53	2022-060
Commercial/Retail (per 1,000 sq. ft.)	1,128.70	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	388.78	2022-060
Public/Institutional (per 1,000 sq. ft.)	100.33	2022-060
<b>In-fill Area</b>		
Single Family (per dwelling unit)	1,881.17	2022-060
Multi-Family (per dwelling unit)	1,805.92	2022-060
Accessory Unit (per dwelling unit)	470.29	2022-060
Commercial/Retail (per 1,000 sq. ft.)	1,693.05	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	583.16	2022-060
Public/Institutional (per 1,000 sq. ft.)	150.49	2022-060

**Developer Impact Fee Detail by Infrastructure Service Type:  
Parks and Recreation**

<b>Expansion Area</b>		
Single Family (per dwelling unit)	\$ 6,671.77	2022-060
Multi-Family (per dwelling unit)	6,408.41	2022-060
Accessory Unit (per dwelling unit)	1,667.94	2022-060
Commercial/Retail (per 1,000 sq. ft.)	1,533.81	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	421.38	2022-060
Public/Institutional (per 1,000 sq. ft.)	235.97	2022-060
<b>City Center</b>		
Single Family (per dwelling unit)	3,335.91	2022-060
Multi-Family (per dwelling unit)	3,204.23	2022-060
Accessory Unit (per dwelling unit)	833.98	2022-060
Commercial/Retail (per 1,000 sq. ft.)	766.91	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	210.69	2022-060
Public/Institutional (per 1,000 sq. ft.)	117.99	2022-060
<b>In-fill Area</b>		
Single Family (per dwelling unit)	5,003.84	2022-060
Multi-Family (per dwelling unit)	4,806.32	2022-060
Accessory Unit (per dwelling unit)	1,250.96	2022-060
Commercial/Retail (per 1,000 sq. ft.)	1,150.35	2022-060
Industrial/Warehouse (per 1,000 sq. ft.)	316.03	2022-060
Public/Institutional (per 1,000 sq. ft.)	176.98	2022-060



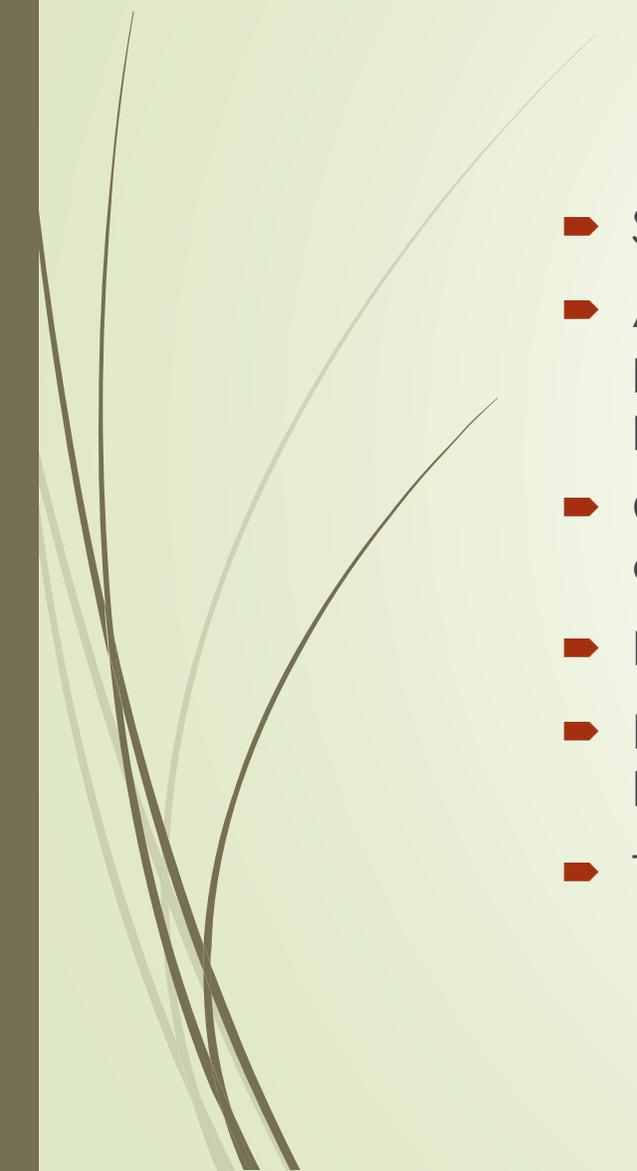
# Parklets Discussion

Reedley City Council Workshop

10/11/2022

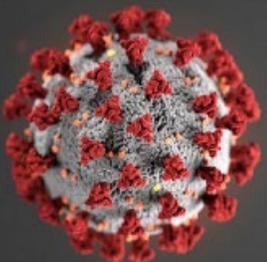


# What are parklets?

- ▶ San Francisco is credited for introducing the first parklet
  - ▶ According to the National Association of City Transportation Officials, parklets are defined as “public seating platforms that convert curbside parking spaces into vibrant community spaces.”
  - ▶ Commonly readjusts usage of the public right-of-way to accommodate other roadway users
  - ▶ Parklets typically incorporate seating and greenery
  - ▶ Parklets can be open for the public’s use or exclusively used by patrons of a business
  - ▶ The use of parklets have grown as a result of the COVID-19 pandemic
- 

# COVID-19 & Outdoor Dining

- ▶ State Emergency Orders beginning in March 2020 had a significant impact on the restaurant industry
- ▶ Cities across California, including Reedley, permitted parklets in order to expand dining options while adhering to the Emergency Orders
- ▶ In the Fall 2020, a total of 8 parklets were placed in the downtown, fronting 10 total-service businesses
- ▶ A total of 3 parklets remain, fronting 3 businesses (Willie's Café, Main Street Café, & Sweet Designation)
- ▶ A total of 5 parklets were removed due to a lack of usage



# Parklets in a Post-COVID-19 World

- ▶ Significant restrictions of the State's Emergency Orders were lifted on June 15, 2021
- ▶ Indoor dining permitted without capacity limits or social distancing requirements
- ▶ Cities are looking at what to do with their temporary parklet program

## Past restrictions

### Reopening California

California has moved Beyond the Blueprint to safely and fully reopen the economy.

As of June 15, 2021, the Governor terminated the executive orders that put into place the Stay Home Order and the Blueprint for a Safer Economy. He also phased out the vast majority of executive actions put in place since March 2020 as part of the pandemic response, leaving a subset of provisions that facilitate the ongoing recovery.

The [public health order](#) effective June 15, 2021 supersedes all prior health orders. The order has limited restrictions, only related to masking and mega-events, as well as settings serving children and youth.

Restrictions that **ended on June 15, 2021** include:

- Physical distancing
- Capacity limits on businesses
- County tier system

# What are some other cities doing?

- ▶ City of Sacramento has a parklet program similar to San Francisco involving a design review process, required neighborhood outreach, full cost and maintenance of the business owner/applicant, and permits and inspections
- ▶ City of Carmel required business owners to remove parklets by April 20th; parklets were put up business owners (at their own expense) and were charged \$1,700 per month for rent; no parklet program has been created
- ▶ City of Napa is working on a permanent parklet program; there is a potential for annual encroachment permits; Napa is looking the public v. private use of the parklet given the fact it is in the public right-of-way; major focus is centered on design
- ▶ City of Fresno launched a permanent parklet program prior to the pandemic; during the pandemic streamlined the process to get a parklet approved under the emergency orders and provided funding via CARES ACT



# Design Standards v. No Design Standards

Common standards include:

- Length
- Determine who the users are
- Width no larger than parking lane
- ADA accessible
- Flush with the curb
- Wheel stops
- Points of entry
- Beautification elements



# City of Fresno



- Require permits (zone clearance, building, and encroachment permits)
- No ADA parking stalls can be used
- Requires insurance
- User fees
- Owner authorization
- Costs for construction, maintenance, and placement are borne by the business



# Does City Council wish to continue with a permanent parklet program?

## No.

- ▶ The parklet program will end, notices to remove the remaining parklets will be issued, and the parklets will be removed on or before October 31<sup>st</sup>.

## Yes.

Program needs to be developed:

- ▶ Lease fee v. none v. phase in
- ▶ Permanent v. temporary
- ▶ Restaurants only v. all businesses
- ▶ Design standards (branding, size, greenery and elements of art, etc.)
- ▶ Downtown only v. citywide
- ▶ Use by the business only v. public use
- ▶ Require permits
- ▶ Assignment of costs
- ▶ Limitation on the number of parklets per block