

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, entered into this 7th day of April, 2017, by and between the City of Reedley, hereinafter referred to as the "CITY", and Peters Engineering Group hereinafter referred to as the "CONSULTANT".

### WITNESSETH

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

**WHEREAS**, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Services" in Exhibit "A", for the design and preparation of construction documents for the Luke Trimble Park Rehabilitation Project hereinafter referred to as the "PROJECT"; and

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

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

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

- A. Authorized Scope of Services: The CONSULTANT agrees to perform all services necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Services, for the cost identified in Attachment 1 – Consultants Fee.
- B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in the Billing Rates included in Attachment 1. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

### II. TIME OF PERFORMANCE

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

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

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

### **III. COMPENSATION**

- A. 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 lump sum, a sum not to exceed \$155,350 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: Dave Peters 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 One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
3. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
4. Comprehensive automobile liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

D. The City Manager is authorized to reduce or modify the requirements set forth above in the event he/she determines that such reduction is in the CITY's best interest.

E. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, any change in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Reedley, 845 G Street, Reedley, CA 93654." The clause shall not contain "shall endeavor," best efforts or similar qualifiers.

In addition, the Commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Reedley shall apply in excess of and not contribute with insurance provided by this policy."

For the general liability and automobile policies only, the City of Reedley, its officers, agents, employees, representatives and designated volunteers are added as additional insured's as respects operations and activities of, 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

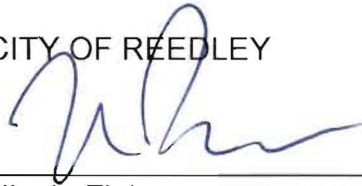
Peters Engineering Group  
952 Pollasky Ave.  
Clovis, CA 93612  
Attn: Dave Peters

- F. Jurisdiction/Venue/Waiver of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Fresno County, California. The CONSULTANT hereby expressly waives any right to move any action to a county other than Fresno County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- H. Conflict with Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its reasonable attorney's fees and court costs incurred in the action brought thereon.
- J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

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

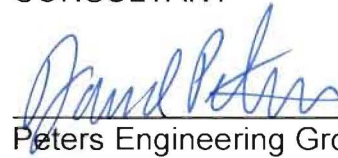
**IN WITNESS WHEREOF**, this Agreement is executed on the day and year first above written.

CITY OF REEDLEY



Nicole Zieba  
Construction Management  
City Manager

CONSULTANT



Peters Engineering Group

Attachments:

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

## Exhibit A Scope of Services



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**PETERS ENGINEERING GROUP**  
A CALIFORNIA CORPORATION

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Mr. John Robertson  
City of Reedley  
1733 9<sup>th</sup> Street  
Reedley, California 93654

March 22, 2017

Subject: Proposal for Luke Trimbull Park Rehabilitation Project  
Reedley, California

Dear Mr. Robertson:

Please find enclosed our proposed scope of services and fee for the subject project. Our understanding of the City's requirements for this scope of work is based on information provided in the Request for Qualification due February 24, 2017. To authorize us to proceed, please provide the applicable written authorization below.

Thank you for the opportunity to provide you with this proposal. Please feel free to call me if you have any questions.

**PETERS ENGINEERING GROUP**

David Peters, PE, TE

Attachment: Exhibit "A" - Scope of Services  
Exhibit "B" - Rate Schedules

## **Exhibit “A”**

### **SCOPE OF SERVICES**

#### **Luke Trimball Park Rehabilitation Reedley, California**

#### **INTRODUCTION**

Peters Engineering Group, Design Lab 252, and Aquatic Design Group (Consultant) will provide the City of Reedley (Client) with engineering services for the subject project as described herein. Consultant’s services will result in the preparation of plans, specifications, and estimate (PS&E) for the Luke Trimball Park Rehabilitation Project. Bidding and Construction Engineering Services will also be provided for the project. The plans will identify:

- Demolition of the existing locker room and restroom building, existing pools (3), existing piping, the abandoned portion of J Street, and miscellaneous hardscape and landscaping as necessary.
- Design of a splash pad, including decking, piping, recirculating water filtration, surge tank, and mechanical, electrical, and architectural plans.
- Design of plumbing and pad grading for a prefabricated restroom, to be purchased by the Client and installed during construction.
- Design of landscape and irrigation facilities.
- Design of park grading for splash pad, concrete sidewalk, and landscape areas, including onsite storm drain as necessary.
- Utility Coordination for dry utilities within the project area.
- Design for sewer, water, storm drain, and lighting for the park.
- Design of curb and gutter improvements on Reed Avenue and on 8<sup>th</sup> Street due to the abandonment of J Street. Design of relocation of storm drain inlets and piping at J Street and 8<sup>th</sup> Street as necessary for the benefit of the project.
- Design of pavement delineation and signage in conformance with California Manual on Uniform Traffic Control Devices. Existing signs that do not require replacement or relocation shall be protected in place during construction.

#### **WORK TASKS**

The Consultant will provide the following work tasks:

##### **Task 1            Conceptual Design**

Consultant shall conduct a phone conference with Client prior to commencement of design. Important details to be discussed would include delivery of the completed topographic and boundary survey AutoCAD files, limits of demolition, and identification of desired design elements for Consultant to include in conceptual drawings. Consultant will perform a field review to visually examine the project area and to observe items shown in the topographic survey provided by the Client.

Consultant will prepare three (3) conceptual plan layouts that will identify park layout elements, including splash pad, sidewalk, planting areas, parking, furniture, and other amenities. It is possible that at least one of the proposed plans may be a phase of one of the other plans for review. Consultant will submit plans to Client for review and comment. Client will provide comments to Consultant and identify which conceptual plan shall be chosen to define the project. Once this plan is chosen, Consultant will address comments from Client and provide updated plans for presentation at a Public Meeting. Consultant shall attend meeting to answer any questions regarding the proposed conceptual plan.

#### **Task 2            Preliminary Engineering**

Based on approved conceptual plan by the Client, Consultant will prepare 50% plans, specifications and estimate for review by Client and other outside agencies as determined by the Client. 50% plans will include cover sheet, legend and construction notes sheet, demolition plan, onsite grading plan, onsite utility plan, typical detail sheets, including ADA ramp details, prefabricated restroom grading and plumbing details, splash pad architectural, structural, mechanical, electrical, and miscellaneous sheets, offsite street and utility plan and profile sheets, striping and signage sheets, and landscape and irrigation sheets. Specifications shall use City of Reedley boilerplate specifications and Caltrans 2010 specifications for park improvements. Splash pad improvements shall reference California Building Code. Utility design for dry utilities will be prepared by others. Client will provide comments and direction for Consultant. Three (3) sets of 50% PS&E will be submitted for review.

#### **Task 3            Construction Documents**

Consultant will review Client's complied review comments for the 50% plans. Based on collaboration between Client and Consultant on review comments, Consultant shall prepare 95% plans, specifications, and estimate for review by Client and other outside agencies as determined by Client. Three (3) sets of 95% PS&E will be submitted for review Client will provide comments and direction for Consultant.

Consultant will review Client's complied review comments for the 95% plans, specifications, and estimate. Based on collaboration between Client and Consultant on review comments, Consultant shall prepare Construction Documents for final review and approval by Client and other outside agencies as determined by Client. Client will provide comments and direction for Consultant.

#### **Task 4            Bidding Support**

Consultant will assist Client during Bidding. Consultant shall attend the pre-bid meeting. At request of Client, Consultant shall review contractor submitted requests for information (RFI's) and shall submit answers to Client. Consultant shall assist client in preparation of information to be included in bid addendums.

#### **Task 5            Construction Support**

Consultant will assist Client during Construction. Consultant shall attend the pre-construction meeting. At the request of Client, Consultant shall review non-routine contractor submittals and non-routine contractor requests for information during the project that requires specialized review by design staff. Consultant shall make up to three (3) 1-hour

site visits during construction. Prepare As-Built plans based on information obtained from contractor and Client to reflect routine field changes that occurred during construction.

### **CLIENT'S DUTIES AND RESPONSIBILITIES**

The Client shall:

- a) Provide Consultant with Topographic and Boundary Survey in AutoCAD 2013 format and provide additional topographic survey information as needed for preparation of plans, specifications, and estimate.
- b) Provide Consultant with Geotechnical Report Data, if needed.
- c) Circulate plan sets to all responsible reviewing departments within the City of Reedley, including, but not limited to Public Works, Public Utilities, Parks, and Planning.
- d) Apply for and obtain all approvals and permits from all governmental agencies having jurisdiction over the project, and such approvals from other entities as may be necessary for the project, with the assistance from the Consultant or as additionally authorized. Client shall pay all fees and charges associated with securing permits and approvals not previously described.
- e) Utility design for telephone and power (Rule 16) shall be prepared by private utility companies. These items shall be shown on improvement plans for reference only.
- f) Give prompt notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.
- g) At Client's discretion, authorize and direct Consultant to provide necessary Additional Services.

### **ADDITIONAL SERVICES**

The Client may, at its sole discretion, request that Consultant perform Additional Services. Both parties, prior to proceeding with these services, shall execute a written amendment to this Agreement.

Additional services will be required if Consultant is to perform services not specifically described herein or if Consultant is required to attend additional meetings. These services would include, but are not limited to significant changes to the park layout after submittal of the 50% plans, CEQA/NEPA, surveying, geotechnical engineering investigation and analysis, right of way acquisition, or preparation of a Storm Water Prevention Plan.

### **RIGHT TO RELY**

Consistent with the professional standard of care, Consultant shall be entitled to rely upon the accuracy of data and information provided by the Client or others without independent review or evaluation unless specifically required in the Scope of Services.



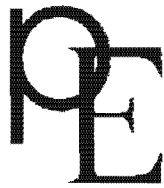
### **COMPENSATION**

Consultant's fee for the services described herein shall be billed to the Client as a lump sum fee with the following phases:

- Conceptual Design               \$31,805
- Preliminary Engineering       \$49,435
- Construction Documents       \$46,310
- Bidding Assistance             \$8,640
- Construction Administration   \$19,160

### **SCHEDULE**

The project schedule is as submitted in the Statement of Qualifications and is attached.



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**PETERS ENGINEERING GROUP**  
A CALIFORNIA CORPORATION

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**EXHIBIT "B"**

**HOURLY RATE SCHEDULE**  
(Effective 1/1/17 to 12/31/17)

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal Civil Engineer	\$175/hr
Senior Civil Engineer	\$160/hr
Civil Engineer	\$125/hr
Land Surveyor	\$120/hr
Staff Engineer	\$110/hr
Draftsperson/Technician/Inspector	\$90/hr
Clerical	\$65/hr
Robotic Total Station	\$35/hr
Litigation Support	\$350/hr

**REIMBURSABLES SCHEDULE**  
(Effective 1/1/17 to 12/31/17)

<u>DESCRIPTION</u>	<u>RATE</u>
Mileage	\$0.63/mile
Travel Subsistence	Actual Cost + 10%
Postage	Actual Cost + 10%
Reproduction	Actual Cost + 10%
Subconsultant	Actual Cost + 10%

Work requiring an accelerated schedule is subject to a 25% labor surcharge. Peters Engineering Group will furnish monthly billing for work performed in accordance with previously authorized fees and the above fee schedule. Payments shall be due upon presentation and no later than 30 days from the date of original invoice. Finance charges will apply to unpaid balances.



**2017 HOURLY RATES**

1.	Principal.....	\$195.00	Per Hour
2.	Project Architect / Engineer.....	\$175.00	Per Hour
3.	Project Manager.....	\$155.00	Per Hour
4.	Designer.....	\$110.00	Per Hour
5.	Clerical.....	\$60.00	Per Hour

## Exhibit A



### Fee Schedule for Professional Services

Effective January 1, 2016 through December 31, 2016

Classification	Charges per Hour
Project Technician	\$60
Project Administrator	\$70
Planning Technician	\$60
Planner	\$125
Project Manager	\$125
Principal Landscape Architect	\$145
Project Landscape Associate	\$125
Construction Manager	\$145
Litigation Support (Pre-Trial)*	\$175
Expert Witness	Call*

Mileage Rate	\$.56/mile
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### Direct Charges and Reimbursable Expense

Direct charges and reimbursable expenses are in addition to the compensation of professional services and include actual expenditures made by Designlab 252 in the interest of the project, with the prior approval of the Client and may include the following:

At cost plus fifteen percent (15%):

Transportation and per-diem expenses; auto mileage, \$.56/mile

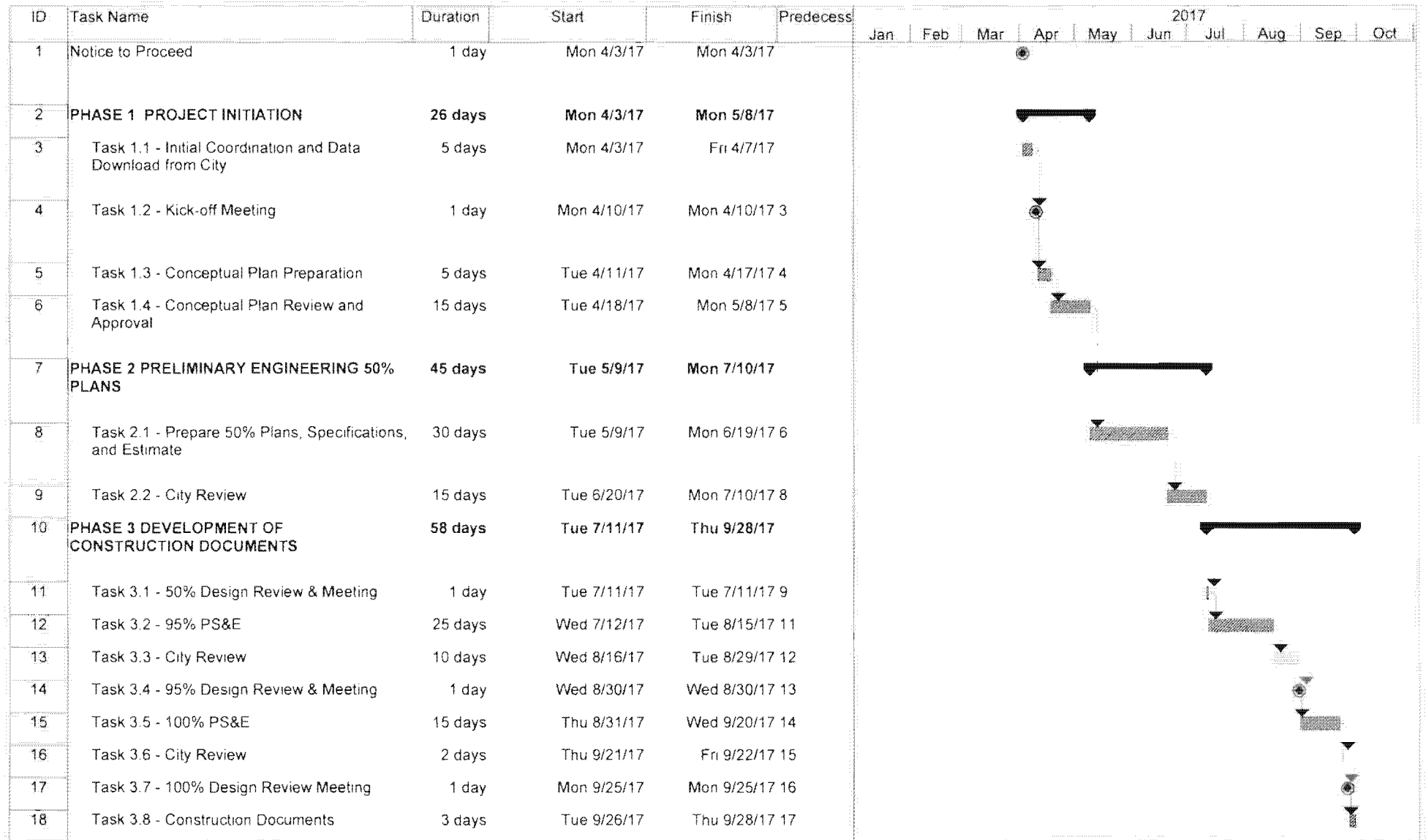
Communication expenses (telephone, parcel post, etc.)

Printing and reproduction, equipment rentals, subcontractors, laboratory analysis

Please contact Konni Jones at 559-472-9966 x103 for any questions regarding these or other rates for professional services.

\*NOTE: Expert Witness rates for trial work are negotiated on a per case basis and based on scope and location.

# CITY OF REEDLEY LUKE TRIMBALL REHABILITATION PROJECT DESIGN SCHEDULE

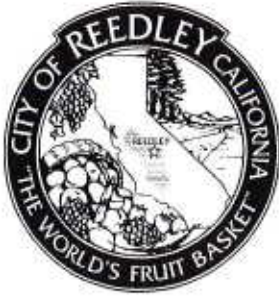


## Attachment 1 Consultants Fees

**City of Reedley Luke Trimball Park Splash Pad Improvements  
Engineering Fee Proposal**

Task	Description	Person-Hours				Design Lab 252	Aquatic Design Group	Other Direct Costs	Total
		Principal Engineer @ \$175 /hr	Senior Civil Engineer @ \$160 /hr	Staff Engineer @ \$110 /hr	Clerical @ \$65 /hr				
1.0	CONCEPTUAL DESIGN								
1.1	Initial Project Coordination and Kick-off Meeting (by phone)	1	4	1	4			\$50	\$1,235
1.2	Project information download from City			8					\$880
1.3	Utility Research		2	8				\$25	\$1,225
1.4	Conceptual Site Plan Preparation	4	20		4	10000	6615	\$900	\$21,675
1.5	Address City Review Comments	1	12			3520	1150	\$25	\$6,790
Total Hours		6	38	17	8	Total = \$31,805			
2.0	PRELIMINARY ENGINEERING								
2.1	Utility Coordination		4	8				\$25	\$1,545
2.2	50% PS&E	12	60	180		3050	11500	\$450	\$46,500
2.3	50% Design Review Meeting	4	4					\$50	\$1,390
Total Hours		16	68	188	0	Total = \$49,435			
3.0	CONSTRUCTION DOCUMENTS								
3.1	Utility Coordination		8	8				\$25	\$2,185
3.2	95% PS&E		60	120		2000	7475	\$300	\$32,575
3.3	95% Design Review Meeting	4	4					\$50	\$1,390
3.4	Construction Documents	2	24	32		1050	1150	\$250	\$10,160
Total Hours		6	96	160	0	Total = \$46,310			
Total Hours (Tasks 1-3)		28	202	365	8	Total = \$127,550			
4.0	BIDDING SUPPORT								
4.1	Bidding Coordination and Support	2	24	16		1000	1440	\$250	\$8,640
Total Hours (Task 4)		2	24	16	0	Total = \$8,640			
5.0	CONSTRUCTION SUPPORT								
5.1	Construction Support	8	40	16		1000	8100	\$500	\$19,160
Total Hours (Task 5)		8	40	16	0	Total = \$19,160			
Total Hours		38	268	387	8	Total = \$155,350			

**PETERS ENGINEERING GROUP**



## **REEDLEY CITY COUNCIL**

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

ITEM NO: 10

**DATE:** March 14, 2017

**TITLE:** ADOPT RESOLUTION NO. 2017-019 PRIORITIZING AND APPROVING A PROJECT LIST ELIGIBLE FOR THE 2019 TO 2021 FUNDING CYCLE TO RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND RENEWING THE THREE-YEAR JOINT POWERS AGREEMENT WITH THE COUNTY OF FRESNO

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

**APPROVED:** Nicole Zieba  
City Manager

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### **RECOMMENDATION**

Staff recommends that City Council adopt Resolution No. 2017-019 taking the following action:

1. Adopt Resolution No. 2017-019 prioritizing and approving a project list eligible for the 2019 to 2017 funding cycle to receive Community Block Development Grant (CDBG) funds and renewing the three-year Joint Powers Agreement (JPA) with the County of Fresno (County).

### **EXECUTIVE SUMMARY**

Only projects that are within the City's CDBG (See Exhibit A) eligible area can receive funds from the CDBG program, which is on a three-year funding cycle (2019-2021). Staff is requesting the Council prioritize and approve a list of eligible project for this upcoming funding cycle.

Staff is also recommending continued participation on the JPA with the County for the overall administration of the funds. The JPA is a requirement to allow the County to administer the CDBG program on the City's behalf as the City participates in the CDBG program as a sub-recipient to the County. The current JPA between the City and County is set to expire June 30, of 2018.



## **BACKGROUND**

The City has partnered with the County under a JPA for many years dating back to 1977 and every three years has renewed this commitment with the understanding that this partnership provides the City the best opportunity to secure critical funds for the improvement of infrastructure and public facilities. This JPA has allowed the City to receive dedicated annual allocations as-needed funding through the County's entitlement program.

Under the current 2015 to 2018 JPA, the County has administered Reedley's funds received from the CDBG program. At the end of this Agreement the City will have processed, in conjunction with other funding sources, three projects which include:

- Pioneer Park Restroom Replacement which included demolition and replacement of the existing park restroom at a cost of \$284,575. This project is complete.
- North Avenue Reconstruction from Frankwood to 11<sup>th</sup> Street that will include the reconstruction of the roadway from Frankwood to 11<sup>th</sup> Street, replacement of the in ground cross walk lights with a button activated rectangular rapid flashing beacon, and minor sewer and water upgrades for an estimated cost of \$798,000. This project is currently with the County for final approval and will be advertised for construction in May 2017.
- Dinuba Avenue Reconstruction from SJVRR to East Avenue that will include the reconstruction of the roadway from the SJVRR to East Avenue and along East Avenue to G Street for an estimated cost of \$480,000. The design for this project will be completed in December 2017 and advertised for construction in May of 2018.

At different times over this past year staff has heard the interests of the Council and taken that information as the basis for assembling a list of CDBG eligible projects. The projects below are not in priority order and the Council is not limited to these projects. The County recommended that one of the listed projects be general in nature to provide flexibility to the Council should a need be identified after execution of the JPA.

- Slurry seals/Overlays/Lighting Improvements at various locations within the eligible area
- Myrtle Avenue widening & road reconstruction between Cedar & Buttonwillow
- Dinuba Avenue road reconstruction between East Avenue & Sunset Avenue
- Justine Avenue sidewalk construction north of Springfield Avenue
- North Hope Avenue sidewalk (west side only) construction between Dinuba and West Curtis Avenue

The proposed projects, depending on the final scope of required work, may require shortening of the limits of the project to fit within the allocations received from the program or additional funding may be required to construct them in their entirety. The proposed improvements for the projects listed above varies from project to project but may include installation of curb/gutter, installation of sidewalks, upgrading handicap ramps, installation of master planned sewer, storm, and water improvements. The top two, including the generalized project, will be submitted to the County for approval after a Public Hearing to be held between June and August of this year. The remaining projects are included in the Capital Improvement Project listing, and will be presented to City Council during budget deliberations.

## **FISCAL IMPACT**

There is no fiscal impact to the general fund. The CDBG funding provides 100% reimbursement of staff time for design, construction management, and construction contract within the limits of the annual allocation.

## **ATTACHMENTS**

1. Exhibit A 2019-2021 Eligibility Area & Projects
2. Resolution No. 2017-019

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

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

**RESOLUTION NO. 2017-019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY,  
PRIORITIZING AND APPROVING A PROJECT LIST ELIGIBLE FOR THE 2019  
TO 2021 FUNDING CYCLE TO RECEIVE COMMUNITY DEVELOPMENT  
BLOCK GRANT FUNDS AND RENEWING THE THREE-YEAR JOINT POWERS  
AGREEMENT WITH THE COUNTY OF FRESNO**

WHEREAS, the Housing and Community Development Act of 1974 authorized federal funds to improve housing and neighborhood infrastructure for citizens with low and moderate income; and

WHEREAS, the Community Development Block Grant (CDBG) Program, which is on a three-year funding cycle (2019-2021) provides funding for such projects; and

WHEREAS, only projects that are within the City's CDBG eligible area can receive funds from the CDBG Program; and

WHEREAS, at different times over the past months staff has heard the interests of the Council and taken that information as the basis for assembling a list of five CDBG eligible projects; and

WHEREAS, Staff is requesting the Council prioritize and approve a list of eligible projects for this upcoming funding cycle; and

WHEREAS, it is recommended that the City continued participation in the Joint Powers Agreement (JPA) with the County for the overall administration of the funds; and

WHEREAS, the JPA allows the County to administer the CDBG program on the City's behalf as the City participates in the CDBG program as a sub-recipient to the County of Fresno; and

WHEREAS, on March 14, 2017 the City held a public meeting at the City of Reedley Council Chamber, at 845 "G" Street and received a staff report, staff presentation and accepted public comments; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference; and
2. The Council, using their independent judgment, received, reviewed, prioritized and approves the project listing in Attachment A are selected by the City Council for the upcoming CDBG funding cycle (2019 to 2021); and
3. The City Council hereby to participate with the County of Fresno through the Joint Powers Agreement (JPA); and
4. The City Council hereby agrees to act as a sub-recipient for implementation of the Programs; and

5. The City Council hereby agrees to administer the CDBG Program for the next three-year term to end June 30, 2021.
6. City Council authorizes the City Manager and/or her designee to execute the necessary documents to implement this resolution;
7. This resolution is effective upon adoption.

This foregoing resolution is hereby approved and adopted this 14<sup>th</sup> day of March 2017, by the following vote:

AYES: Soleno, Beck, Fast, Pinon, Betancourt.

NOES: None.

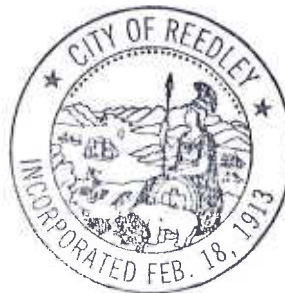
ABSTAIN: None.

ABSENT: None.

  
Anita Betancourt, Mayor  
City Council

ATTEST:

  
Sylvia Plata, City Clerk





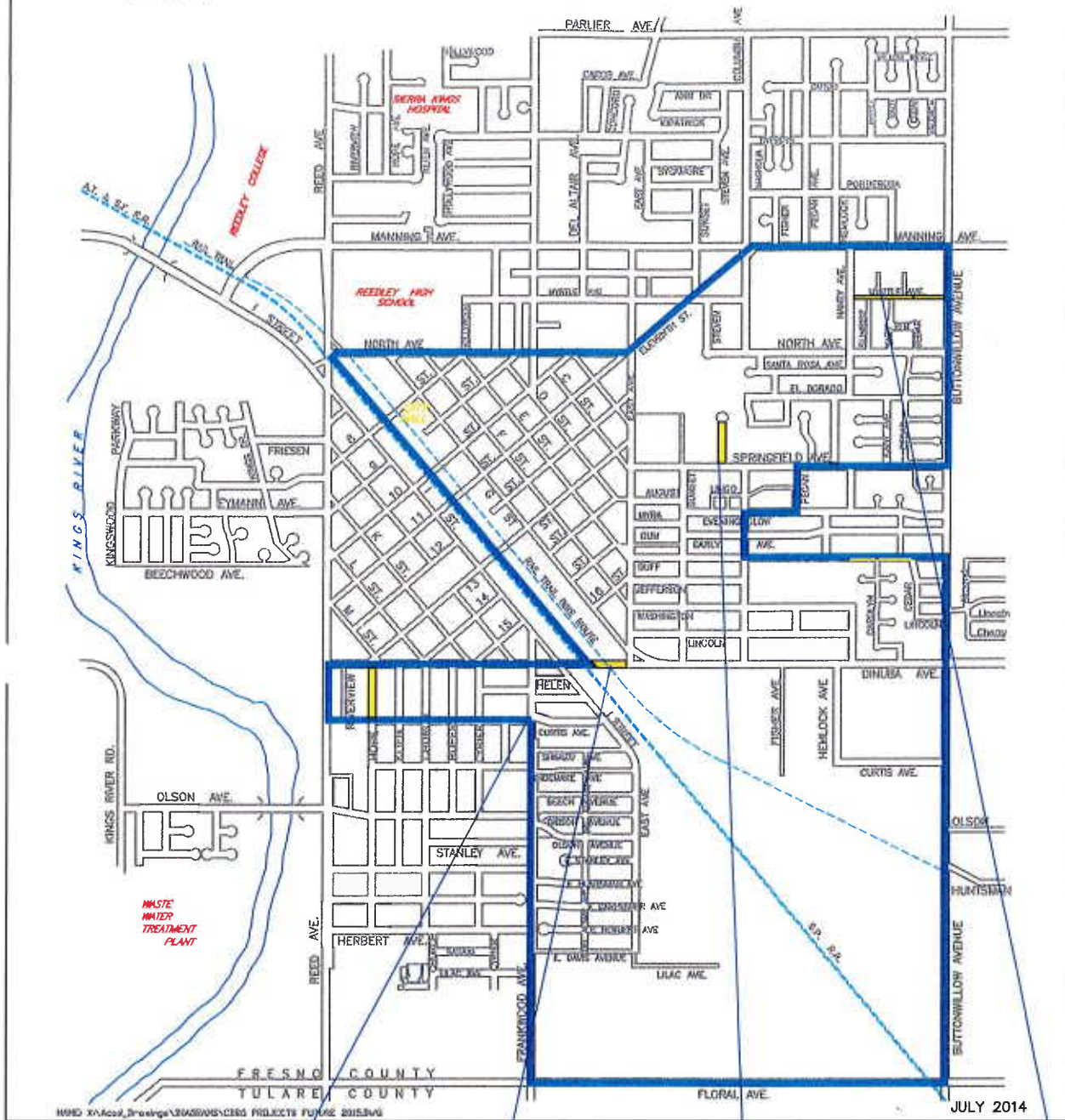
# CITY OF REEDLEY CDBG ELIGIBILITY AREA AND PROJECTS FOR FY'S 2018 - 2021

EXHIBIT A



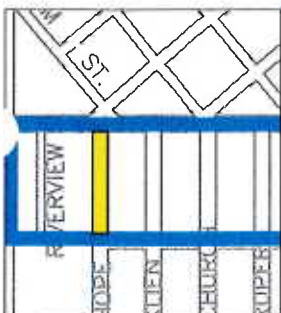
## LEGEND

NEW CONSTRUCTION AREA      ELIGIBILITY AREA



JULY 2014

HOPE AVE SIDEWALK  
CONSTRUCTION



DINUBA ROAD  
RECONSTRUCTION



JUSTIN AVE  
SIDEWALK  
CONSTRUCTION



MYRTLE AVE ROAD  
WIDENING

