



# LINDSAY CITY COUNCIL REGULAR MEETING AGENDA

City Hall, 251 E. Honolulu St., Lindsay, CA 93247

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on September 28, 2021 at 6:00 PM in person and via webinar. The webinar address for members of the public is <https://zoom.us/j/99279557087>.

Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8011 or via email at [lindsay.cityclerk@lindsay.ca.us](mailto:lindsay.cityclerk@lindsay.ca.us).

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE**

Led by Councilmember SANCHEZ.

4. **APPROVAL OF AGENDA**
5. **PUBLIC COMMENT**

The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight's agenda will have an opportunity to speak when public comment for that item is requested by the Mayor. Comments shall be limited to three (3) minutes per person, with thirty (30) minutes for the total comment period, unless otherwise indicated by the Mayor. The public may also choose to submit a comment before the meeting via email. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official minutes; however, they will not be read aloud. Under state law, matters presented under public comment cannot be acted upon by the Council at this time.

6. **COUNCIL REPORT**
7. **CITY MANAGER REPORT**
8. **CONSENT CALENDAR**

Routine items approved in one motion unless an item is pulled for discussion.

- 8.1 Minutes from September 14, 2021 City Council Regular Meeting (pp. 3-7)
- 8.2 Second Reading of **Ordinance 591**, Amending Chapter 8.22.010 of Title 8 of the Lindsay Municipal Code, Amending Procedures and Chapter 8.22.020 of Title 8 of the Lindsay Municipal Code, Amending Permit Issuance (pp. 8-11)
- 8.3 Disinfection By Product (DBP) Notification Update (pp. 12-14)

- 8.4 Consider the Approval of Consulting Contract for Hermosa Street Rehabilitation Phase I &II Proposal by Provost & Pritchard Consulting Group (pp. 15-78)
- 8.5 Consider the Approval of **Resolution No. 21-41**, Authorizing the City Manager to Execute Program Supplemental Agreement with Tulare County Association of Governments (TCAG) for the Demolition & Design Phases of the Lindsay Transit Center Project (pp. 79-83)

**9. ACTION ITEMS**

- 9.1 Consider the Rejection of Bids Received in Response to the 2021 Street Seal & Rubberized Cape Seal Projects (Projects No. CS21-08 and CS21-09) and Authorize Staff to Re-Bid (pp. 84-96)

*Presented by Neyba Amezcua, City Services Assistant Director*

**10. DISCUSSION ITEMS**

- 10.1 Review of Lindsay Municipal Code Regulations and Allowable Uses as Related to Temporary Use Permits for Special Events within the Service Commercial Zone

*Presented by Edward Real, Assistant City Planner*

- 10.2 Review of American Rescue Plan (Coronavirus State and Local Fiscal Recovery Funds) City of Lindsay Allocation and Potential Uses (pp. 97-98)

*Presented by Joseph Tanner, City Manager*

**11. EXECUTIVE (CLOSED SESSION)**

- 11.1 Conference with Real Property Negotiators Pursuant to Cal Gov. Code § 54956.8

Property: 100 E. Honolulu St., Lindsay, CA 93247 APN 205-236-014-000

Agency Negotiator: Joseph M. Tanner, City of Lindsay

Negotiating Parties: Jose Cabrera, Property Owner

Under Negotiation: Terms and Conditions of Potential Sale

- 11.2 Public Employee Performance Evaluation

Pursuant to Cal Gov. Code § 54957(b)(1)

Title: City Attorney

**12. REQUEST FOR FUTURE ITEMS**

**13. ADJOURNMENT**

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**LINDSAY CITY COUNCIL  
REGULAR MEETING AGENDA  
MINUTES**

City Hall, 251 E. Honolulu St., Lindsay, CA 93247

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on September 14, 2021 at 6:00 PM in person and via webinar. The webinar address for members of the public is <https://www.dropbox.com/s/3zyalo6viq1mo8u/September%2014%2C%202021%20Lindsay%20City%20Council%20Meeting.mp4?dl=0>.

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**1. CALL TO ORDER**

**2. ROLL CALL**

<b>Present</b>	Councilmember SERNA Mayor Pro Tem FLORES Mayor CAUDILLO* <i>Webinar</i> Councilmember CERROS Councilmember SANCHEZ
<b>Absent with Notice</b>	N/A
<b>Absent</b>	N/A

**3. PLEDGE**

Led by Councilmember CERROS.

**4. APPROVAL OF AGENDA**

<b>Motion to Approve Agenda</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
FLORES	SERNA	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

**5. PUBLIC COMMENT**

- Public comment by member of the Lindsay Chamber of Commerce. Chamber of Commerce member protested the fees proposed by the City. Chamber member shared her opinion that businesses have the right to utilize business parking lots to sell food as they see fit and without charge, as they consider it private property.

- Local citizen informed that the Tulare County 2021 Advisory Commission on Supervisorial Redistricting will be holding working meetings in all 5 districts. She encouraged the community to speak as to why existing boundaries should be kept or propose alternatives.
- A member of the Lindsay Chamber of Commerce asked the Council to be present at more community events. She encouraged the Council to attend ribbon cutting events to welcome new businesses.

## 6. COUNCIL REPORT

- Councilmember SERNA reported about his involvement with a CSET program providing job and leadership training to local High Schools.
- Councilmember SERNA shared vaccination opportunities from the local Rite Aid Pharmacy.
- Councilmember FLORES shared that she attended a celebration for a local Olympic boxer and asked fellow councilmembers and the CITY MANAGER if the City could issue a proclamation or hold a celebration for the athlete.
- Councilmember FLORES attended a State of California Water Board meeting and asked the CITY MANAGER if an EMR survey had been completed. CITY MANAGER answered that the EMR survey has been completed, and the City is already in communication with the State of California Water Board.
- Mayor CAUDILLO reported that she is positive for COVID-19 but feeling well. Mayor CAUDILLO participated in the meeting via Zoom webinar.
- Mayor CAUDILLO shared her recent involvement with the Healthy Kids-Healthy Lindsay program. Local children received several household items, school supplies, meals, and health products. The program will now have an Intern Social Worker, whose focus will be to provide mental health support to kids in the community.
- Mayor CAUDILLO reported that she and the CITY MANAGER attended a conference in Sacramento, California and spoke to Senator Melissa Hurtado regarding SB-559. Senator Hurtado informed MAYOR CAUDILLO that she plans to represent and assist the City whenever possible.

## 7. CITY MANAGER REPORT

- CITY MANAGER reported on the Fall Clean Up Event taking place on October 2, 2021.
- CITY MANAGER reported that the Tulare County Redistricting meeting has been scheduled.
- CITY MANAGER informed on upcoming events hosted by the Lindsay Wellness Center.
- CITY MANAGER stated the City Streets Project bids are due September 22, 2021.

## 8. PRESENTATIONS

8.1 Introduction of Lindsay High School Associated Student Body Representative Rogelio Castillo

*Presented by Mayra Espinoza-Martinez, City Clerk & Assistant to the City Manager*

8.2 End of Fiscal Year 2020-2021 Budget Overview and Update

*Presented by Juana Espinoza, Finance Director*



**9. CONSENT CALENDAR**

Routine items approved in one motion unless an item is pulled for discussion.

- 9.1 Minutes from August 10, 2021 City Council Regular Meeting (pp. 4-7)
- 9.2 Warrant List for July 23, 2021 through September 7, 2021(pp. 8-23)
- 9.3 Treasurer’s Report for July 2021 (p. 24)
- 9.4 Treasurer’s Report for August 2021 (p. 25)
- 9.5 Constitution Week Proclamation (p. 26)
- 9.6 Hispanic Heritage Month Proclamation (p. 27)
- 9.7 Consider the Re-Appointment of Gary Meling as the City of Lindsay Representative to the Measure R Citizens’ Oversight Committee (pp. 28-29)
- 9.8 Consider the Approval of **Resolution 21-40**, Authorizing Regional Early Action Planning (REAP) Grant Program Services Agreement with the Tulare County Association of Governments (TCAG) (pp. 30-110)

<b>Motion to Approve Consent Calendar</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	CAUDILLO	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

**10. ACTION ITEMS**

- 10.1 Consider Approval of Department of Parks and Recreation General Per Capita Program Expenditure at the Centennial Park Playground (pp. 111-115)  
*Presented by Neyba Amezcua, City Services Assistant Director*

<b>Motion to Grant Item 10.1 Approval</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
FLORES	SANCHEZ	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

- 10.2 Consider Approval of City of Lindsay Grant Funding and Compliance Policy (pp. 116-131)  
*Presented by Juana Espinoza, Finance Director*

<b>Motion to Grant Item 10.2 Approval</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	FLORES	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

**11. PUBLIC HEARINGS**

11.1 First Reading of **Ordinance 591**, Amending Chapter 8.22.010 of Title 8 of the Lindsay Municipal Code, Amending Procedures and Chapter 8.22.020 of Title 8 of the Lindsay Municipal Code, Amending Permit Issuance (pp. 132-135)  
*Presented by Edward Real, Assistant City Planner*

Motion to Approve First Reading of Ordinance 591							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
FLORES	SERNA	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

- Council unanimously waived the reading of Ordinance 591 in full.
- Mayor Pro Tem FLORES opened the public hearing at 7:09 PM.
- Receiving no public comment, Mayor Pro Tem FLORES closed the public hearing at 7:10 PM.

**12. DISCUSSION ITEMS**

12.1 Review of Title 5 of the Lindsay Municipal Code as Related to Potential Mobile Vending Regulations  
*Presented by Edward Real, Assistant City Planner*

**13. EXECUTIVE (CLOSED) SESSION**

13.1 Conference with Real Property Negotiators  
 Pursuant to Cal Gov. Code § 54956.8  
 Property: 284 E. Hermosa St, Lindsay, CA 93247 APN 205-261-014  
 Agency Negotiator: Joseph M. Tanner, City of Lindsay  
 Negotiating Parties: Bank of Sierra  
 Under Negotiation: Terms and Conditions of Potential Sale

13.2 Conference with Legal Counsel – Anticipated Litigation  
 Pursuant to Cal Gov. Code § 54956(d)(2)  
 Significant exposure to litigation re: California State Auditor Report 2020-804

13.3 Public Employee Performance Evaluation  
 Pursuant to Cal Gov. Code § 54957(b)(1)  
 Title: City Attorney

**14. REQUEST FOR FUTURE ITEMS**

- Council requested staff to continue discussion on item 12.1.

## **15. ADJOURNMENT**

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## STAFF REPORT

TO: Lindsay City Council  
FROM: Edward Real, Assistant City Planner  
DEPARTMENT: City Services, Planning  
ITEM NO.: 8.2  
MEETING DATE: September 28, 2021

### **ACTION & RECOMMENDATION**

Second Reading of Ordinance 591, Amending Chapter 8.22.010 of Title 8 of the Lindsay Municipal Code, Amending Procedures and Chapter 8.22.020 of Title 8 of the Lindsay Municipal Code, Amending Permit Issuance.

### **BACKGROUND | ANALYSIS**

In 1998, City Council adopted Ordinance 490 which provided regulations for the sale of safe and sane fireworks. Given the conditions of Ordinance 490, the sale of fireworks was permitted in the City through TUPs considered and approved by City Council on an individual basis.

Ordinance 591 is a request by city staff to amend the Lindsay Municipal Code to allow for firework sale TUPs to be administratively approved by the City Manager, or their designee, each year during the Independence Day holiday period (late June to July 4<sup>th</sup>). The changes contained in Ordinance 591 would streamline the approval process for firework sale TUPs, reduce staff time dedicated to preparing City Council reports, and allow City Services and Planning staff to make more efficient use of their time. This change would also ensure that City Council's time during Council meetings is dedicated to consideration and discussion of high-priority city business rather than routine administrative items.

The first reading of Ordinance 591 was held at a Regular Meeting of the Lindsay City Council on September 14, 2021 and unanimously approved.

### **FISCAL IMPACT**

The proposed ordinance will provide a fiscal benefit to the City through reduced staff time spent on firework TUP applications, staff reports, and presentations.

### **ATTACHMENTS**

- Ordinance 591 – Redline Copy

**ORDINANCE NO. 591**

**AN ORDINANCE OF THE CITY OF LINDSAY**

**AMENDING CHAPTER 8.22.010 OF TITLE 8 OF THE LINDSAY MUNICIPAL CODE,  
AMENDING PROCEDURES;**

**AMENDING CHAPTER 8.22.020 OF TITLE 8 OF THE LINDSAY MUNICIPAL CODE,  
AMENDING PERMIT ISSUANCE**

**THE CITY COUNCIL OF THE CITY OF LINDSAY DOES ORDAIN AS FOLLOWS:**

**Section 1. PURPOSE.** The City Clerk, in keeping with the duties assigned by City Council, has revised the provisions surrounding Title 8 of the Lindsay Municipal Code.

**Section 2. CODE AMENDMENT.** Lindsay Municipal Code, Title 8 is hereby amended to read as follows (text to be added in red, text to be deleted is in strikethrough):

**8.22.010 Procedures**

The director of public safety, or ~~his~~ **their** designee, may, upon due application and approval of the ~~city council~~ **City Manager or their designee**, issue to properly qualified persons and organizations a permit for the retail sale of safe and sane fireworks. Applicants must be community-benefit, nonprofit associations or nonprofit corporations organized primarily for veteran, patriotic, welfare, religious, youth or eleemosynary purposes. Each such organization must have its principal and permanent meeting place within the corporate boundaries of the city of Lindsay. There shall be no more than one retail stand/booth for each permittee.

**8.22.020 Permit Issuance**

Upon verification of the application by the director of public safety or ~~his~~ **their** designee, the ~~city council~~ **City Manager or their designee** may authorize a permit to be issued. Such permit shall be issued or denied at the discretion of the ~~city council~~ **City Manager or their designee** and subject to such other reasonable conditions as the ~~city council~~ **City manager or their designee** deems necessary to protect the public health, safety and welfare. Permits shall be issued only to persons who are twenty-one years of age or older at the time of application.

All other code sections in Chapter 22 of Title 8 of the Lindsay Municipal Code shall remain unchanged.

**Section 4. CEQA REVIEW.** The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) [the activity will not result in direct or reasonably foreseeable indirect physical changes in the environment].

**Section 5. NO LIABILITY.** The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Lindsay, or any official, employee or agent thereof.

**Section 6. PENDING ACTIONS.** Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**Section 7. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Lindsay hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Section 8. CONSTRUCTION.** The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Lindsay Municipal Code as amended by this ordinance are substantially the same as provisions in the Lindsay Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**Section 9. EFFECTIVE DATE.** The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the \_\_\_th day of \_\_\_\_\_ 2021.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the \_\_\_th day of \_\_\_\_\_ 2021.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

CITY COUNCIL OF THE CITY OF LINDSAY

\_\_\_\_\_  
Ramona Caudillo, Mayor

ATTEST:

\_\_\_\_\_  
Mayra Espinoza-Martinez, City Clerk



## STAFF REPORT

TO: Lindsay City Council  
FROM: Michael Camarena, Director of City Services and Planning  
DEPARTMENT: City Services and Planning  
ITEM NO.: 8.3  
MEETING DATE: September 28, 2021

### **ACTION & RECOMMENDATION**

Disinfection By Product (DBP) Notification Update.

No action required – information item only.

### **BACKGROUND | ANALYSIS**

The quarterly notification for Disinfection By Products (DBP) is a requirement of the State of California Water Resources Control Board, Division of Drinking Water (DDW). This is the third quarter notification for 2021 and as long as our system exceeds the maximum contaminant level (MCL) for DBP, quarterly notification will be required by DHS. The first notification was released January 2017 (for fourth quarter of 2016). In the second quarter of 2021, our system was compliant at all sample locations, therefore we did not mail notices directly to water accounts.

The template for this letter was provided by the DHS. It is their approved language; we update this notice with our sample result values, in a running annual average.

While the system exceeds the MCL for DBP (and in this case, only one location for TTHM), the notice states that this is not an emergency and that an alternate source of water is not needed. It also points out that persons with specific health concerns consult their doctor.

Disinfection byproducts are chemical, organic, and inorganic substances that can form during a reaction of a disinfectant with naturally present organic matter in the water. Byproducts that are regulated are Total Trihalomethane (TTHM) and five Haloacetic acids (HAA5). The DBP's are a result of our primary chlorine disinfection process of surface water.

Provost & Pritchard completed a detailed technical study to analyze best options to resolve this DBP issue. The study was funded by Tulare-Kern Integrated Regional Water Management, Disadvantaged Community Funding Committee (Tulare County is the funding administrator). The funding amount was \$70,500. The study will serve as basis for future construction funding as well. The study confirmed relocation of our primary disinfection point from the Friant Kern Canal to the current chemical injection point at the water treatment plant as the supported mitigation project.

Staff continues to explore options of funding for the mitigation project. The estimated project costs were \$343,500. Options of funding include State Revolving Funding program and/or Integrated Regional





## **STAFF REPORT**

Water Management Implementation Grant program. Both programs could take 12-18 months to secure funding, if approved.

### **FISCAL IMPACT**

No fiscal impact is expected at this time.

### **ATTACHMENTS**

- DBP Public Notification, third quarter 2021.

## IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Este informe contiene información muy importante sobre su agua potable.

Tradúzcalo o hable con alguien que lo entienda bien.

Si tiene alguna pregunta por favor llame al 559-562-7102 opción 4

### City of Lindsay Disinfection Byproducts Meets Drinking Water Standards

Our water system recently failed a drinking water standard. Although this is not an emergency, as our customers, you have a right to know what you should do, what happened and what we are doing to correct this situation.

We routinely monitor for the presence of drinking water contaminants. Test results show that our system exceeds the standard or maximum contaminant level (MCL) for Total Trihalomethane (TTHM) and/or 5 Haloacetic Acids (HAA5). The MCL standard for TTHM is 0.080 ug/L and for HAA5 is 0.060 ug/L. The LRAA of TTHM and HAA5 at each site is listed below.

Site	TTHM	HAA5	Site	TTHM	HAA5	Site	TTHM	HAA5
S1	.083	.008	S2	.60	.056	S3	.043	.033
S4	.056	.036	S5	.03	.025	S6	.032	.017
S7	.029	.023	S8	.023	.023	S9	.071	.043

#### What should I do?

**You do not need to use an alternative (e.g., bottled) water supply.** This is not an immediate risk. If it had been, you would have been notified immediately.

*Some people who drink water containing TTHM's in excess of the MCL over many years may experience liver, kidney, or central nervous system problems, and may have an increased risk of getting cancer.*

*Some people who drink water containing HAA5's in excess of the MCL over many years may have an increased risk of getting cancer.*

If you have other health issues concerning the consumption of this water, you may wish to consult your doctor.

#### What happened? What was done?

Disinfection byproducts (TTHM and HAA5) are chemical, organic, and inorganic substances that can form during a reaction of a disinfectant with naturally present organic matter in a water supply. TTHM and HAA5 samples are collected each quarter and a running annual average (RAA) is calculated for compliance.

The city is posting this information as recommended by State Department of Drinking Water. We will continue to collect quarterly samples and integrate results into the LRAA chart and notify all water accounts via US Mail if the LRAA is not in compliance or repost in this format if the LRAA is in compliance.

For more information, please contact Neyba Amezcua at 559-562-7102, ext.4 or at the following mailing address: P.O. Box 369, Lindsay, CA. 93247.

*Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.*

#### Secondary Notification Requirements

Upon receipt of notification from a person operating a public water system, the following notification must be given within 10 days [Health and Safety Code Section 116450(g)]:

- SCHOOLS: Must notify school employees, students, and parents (if the students are minors).
- RESIDENTIAL RENTAL PROPERTY OWNERS OR MANAGERS (including nursing homes and care facilities): Must notify tenants.
- BUSINESS PROPERTY OWNERS, MANAGERS, OR OPERATORS: Must notify employees of businesses located on the property.

This notice is being sent to you by the City of Lindsay.

Date posted: October 12, 2021



## STAFF REPORT

TO: Lindsay City Council  
 FROM: Neyba Amezcua, City Service Assistant Director  
 DEPARTMENT: City Services  
 ITEM NO.: 8.4  
 MEETING DATE: September 28, 2021

### ACTION & RECOMMENDATION

Consider Approval of Consulting Contract for Hermosa Street Rehabilitation Phase I & II Proposal by Provost & Pritchard Consulting Group.

### BACKGROUND | ANALYSIS

The City has five (5) Engineering Consulting Firms retained via Master Agreements. Staff requested proposals to all five companies to design Hermosa St Phase I & Phase II Projects.

Both Projects are part of the 2021-2022 FY Capital Improvement, as follows:

Hermosa Phase I: Homassel Ave to Harvard Ave. Budget \$285,000 (200-SIP Fund)

Hermosa Phase II: Harvard Ave to Foothill Ave. Budget \$490,000 (261-Gas Tax & 263-Transportation Fund)

There was a total of 3 Proposals received and acknowledged on September 21, 2021. Below is a summary of the results.

Task Description	Provost & Pritchard	QK	4CREEKS
Topographic Survey	\$ 18,500.00	\$ 52,500.00	\$ 29,690.00
Utility Research and Coordination	\$ 2,000.00	\$ 2,700.00	\$ 4,350.00
Construction Plans & Cost Estimates & Specifications	\$ 110,500.00	\$ 80,000.00	\$ 128,130.00
Geotechnical Analysis	\$ 10,000.00	\$ 9,600.00	\$ 13,225.00
	\$ 141,000.00	\$ 144,800.00	\$ 175,395.00
Schedule Time Frame	165	120	170

Roberts Engineering and Dee Jaspar and Associates, Inc did not submit a proposal.

Staff recommends Council to consider the Approval of Provost & Pritchard Consulting Group Proposal and direct staff to issue a Task Order under the current Master Agreement for \$141,000.



## **STAFF REPORT**

### **FISCAL IMPACT**

Price Proposal: \$141,000

City-263 Transit Fund: \$141,000

### **ATTACHMENTS**

- Provost & Pritchard Consulting Group Proposal
- QK Proposal
- 4Creeks Proposal

# City of Lindsay

21-396



## Hermosa Street Rehabilitation

PROPOSAL FOR ENGINEERING AND SURVEYING SERVICES  
SOO HO PARK, PE, TE, PROJECT MANAGER



An Employee Owned Company  
130 N Garden Street, Visalia, CA 93291



September 21, 2021

Michael Camarena  
Neyba Amezcua  
City of Lindsay  
150 North Mirage Avenue  
Lindsay, CA 93247

**Subject: Engineering and Land Surveying Services for  
Hermosa Street Rehabilitation, Lindsay, California**

Dear Mr. Camarena and Ms. Amezcua:

Thank you for the opportunity to submit this proposal to provide engineering and surveying services for the Hermosa Street Rehabilitation Project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

### Project Understanding

We understand the City of Lindsay ("City") would like to rehabilitate East Hermosa Street from Homassell Avenue to Foothill Avenue. The project limits include two schools and improvements need to be constructed in two phases to limit the impact to one school at a time. Additionally, we understand that it's critical to complete design by early Spring of 2022 to begin construction by Summer of 2022.

The scope of work includes replacement of damaged curb, gutter, sidewalk; replacement of curb ramps with ADA compliant curb ramps; reconstruction of pavement; drainage improvements near the railroad crossing; addition or replacement of storm sewer lines between Stanford Avenue and Orangewood Ave; and addition of AC dike along the orchard property on the east end of the project. The construction budget for Phase I from Homassell Avenue to Harvard Street is \$285,000 and Phase II from Harvard Street to Foothill Avenue is \$490,000.



**Left:** Alligator cracking and raveling in asphalt. (8/31/21) **Right:** Raveling and potholes at Homassell & Hermosa Intersection (8/31/21)

I:\Marketing\Proposals\2021\City of Lindsay - Hermosa Street Rehab 21-396\Working Drafts\Hermosa Street Informal Proposal\_Final.docx

Engineering • Surveying • Planning • Environmental • GIS • Construction Services • Hydrogeology • Consulting

To identify the necessary design scope, we visited the project site to understand the existing condition of the pavement and concrete improvements. The pavement shows signs of significant raveling and alligator cracking, but we observed no evidence of vertical deflection or rutting in the asphalt. However, with the prevalent cracks in the asphalt, we agree with the City's desired scope of replacing the pavement rather than grinding and overlaying the pavement since the cracks will reflect through the new pavement shortly after construction.

Following our site visit, we ran some preliminary construction estimates to gauge whether the cumulative budget of \$775,000 is sufficient to fund the improvements identified in the above scope of work. Our initial assessment is that a new conventional asphalt pavement construction is cost prohibitive. We alternatively recommend a pavement recycling method known as Full Depth Recycling - Cement (FDR-C) to save on construction material and trucking costs. This rehabilitation method has been implemented on our recent City of Tulare projects and has become City of Tulare's preferred method of road rehabilitation when feasible. Therefore, our proposal includes a geotechnical subconsultant to conduct the necessary soils investigation and design an appropriate FDR-C pavement section topped with a new asphalt pavement surface course. During design, we will further evaluate the cost of improvement and continue to offer creative yet proven solutions to help the City obtain the most value out of the project.

Our scope and fee are based on two sets of construction documents (plans, specifications, and cost opinions). This allows the City to award the project through two separate bids, as requested. However, the City could see significant design and construction cost savings by preparing a single set of construction documents and only bidding & awarding the project once while requiring the contractor to phase their work to avoid impacts to both schools simultaneously.

## Scope of Services

Our proposed scope of work for this proposal is segregated into several phases, described below.

### Phase PD: Preliminary Design

#### Field Topographic Survey

Upon approval of the Task Order we will complete a field topographic survey based on City of Lindsay control within the project limits.

- The field survey scope of work will include capturing sufficient horizontal and vertical locations for top of curbs, gutter flow lines, pavement crowns, manhole covers, valve covers, utility covers, striping, and USA markings needed to design and prepare the proposed improvement plans. Our submitted fee is based on surveying the street cross sections at 100-foot intervals. Our survey will pick up sufficient curb return/ramp information along the project limits to design ADA-compliant accessible paths of travel and to replace concrete improvements in locations where existing facilities are in disrepair.
- We will dip storm drain manholes and drain inlets as needed to address the storm drain scope of work.
- From the survey data and utility information collected, we will prepare a base drawing in AutoCAD Civil 3D format for use throughout the design process.
- Verify existing right-of-way limits with record maps.

- Conduct utility research and identify potential conflicts with record utilities. City will provide plats and record drawings for their utilities.

Once the topographical survey is complete, we will overlay the topo points onto an aerial image and hold a kickoff meeting with the City to further define the scope of the project. Sections of sidewalk, curb and gutter that are depressed, uplifted, or severely damaged will be identified so that the City may determine if they are to be replaced with this project or deferred to a future project.

## Geotechnical Services

Provost & Pritchard will work with our subconsultant, BSK, to provide needed geotechnical information.

- BSK's work will include three (3) borings to inform pavement thickness design and gather samples bulk soil for testing. Testing is expected to include a minimum of the following:
  - R-Value (1)
  - Soil Cement Mix Design (1)
- Geotechnical analysis and a report will be prepared based on the results of the field exploration and laboratory testing. The report is not limited to but include the following:
  - Vicinity Map and Site Plan with boring locations
  - Subsurface Conditions, Soils Boring Logs, Depth to Groundwater (if encountered)
  - Summary of Laboratory Testing
  - Recommendations to pulverize the existing pavement section, compaction, and overlay with new asphalt concrete
  - Recommendations on current pavement materials being reused as recycled Class 2 aggregate base (AB) or as a sub-base material
  - Recommendations for conventional pavement section with asphalt concrete and Class 2 AB
  - Recommendations for soil-cement treatment of the on-site soil and overlay with new asphalt concrete
  - Core information: AC and AB section thickness and thickness of other pavement materials encountered.
- The geotechnical report will be prepared under the supervision of, and signed by, a California Licensed Geotechnical Engineer.



## 30 % Plans and Cost Opinion

Once we have confirmed the scope of the project with the City at a kickoff meeting, we will prepare street improvement plans that will identify non-conforming ramps and the horizontal layout of new curb, gutter, sidewalk, and drive approach improvements. The limits of asphalt concrete pavement rehabilitation will be shown.

Our 30% pipeline plans will show existing underground utilities and the proposed horizontal alignment, sizes, and inlet, manhole for any storm sewer improvements. We will prepare a Preliminary Engineer's Opinion of Probable Construction Cost (EOPCC).

Our 30% submittal for each Phase I and Phase II sets will include:

- Cover Sheet
- General Notes and Legend Sheet
- Schematic Street and Storm Sewer sheets (1"=20' plan view only)
- Preliminary EOPCC

As part of preparing for the 30% Design Review Meeting, we will consult with City staff and our construction management staff to discuss construction issues that may affect constructability and construction schedule. Once the documents above are complete, we will attend one (1) design review meeting with the City to discuss our 30% design and select a preferred pavement rehabilitation method. This will ensure that we are proceeding in accordance with the City's direction before we begin preparing the construction documents.

## Phase DD: Design Development

### Prepare 60% Construction Documents

Based on input received from City staff through the Preliminary Design Phase, the design team will commence with engineering design and preparation of the construction documents to the 60% level.

Our 60% submittal for each Phase I & Phase II sets will include:

- Roadway pavement design calculations, as needed;
- 60% Technical Specifications, as needed;
- 60% Construction Plans, expected to include:
  - Cover sheet,
  - Legend / Abbreviation sheet,
  - General Notes sheet,
  - Horizontal Control Sheets (1"=40' double plan view)
  - Street and Storm Sewer sheets (1"=20' single window plan and profile). For coordination purposes, water and sanitary sewer lines will be shown light and in background on these sheets,

- Curb Ramp, Alley and Drive Approach Detail sheets,
  - Typical Pavement Cross Section Details,
  - Miscellaneous Detail sheets,
  - City Standard Detail sheets,
  - Signing, Striping, and Pavement Marking sheets (1"=40' double plan view);
- Revised Preliminary Engineer's Opinion of Probable Construction Costs.

We will attend one (1) 60% design review meeting with the City.

## **Phase CD: Construction Documents**

### **Prepare 100% Construction Documents**

We will incorporate comments from the 60% plan review and feedback from City staff as we prepare our 100% construction documents.

Our 100% Phase I & Phase II submittals will include:

- 100% Construction Plans (expected plan set as noted above),
- 100% Technical Specifications,
- Engineer's opinion of probable construction costs

The following will cover both Phase I & Phase II of the project:

- Final Geotechnical Report.
- Attend one (1) 100% design review meeting with the City.

Following the 100% review meeting, we will incorporate any review comments and feedback from City staff that is consistent with the comments received on the 60% submittal and submit final bid documents to the City.

## **Phase BID: Bidding Assistance**

This is an optional phase, to be included in the contract at the City's option. P&P will perform the following services to assist the City during the bidding phase of the project:

- Attend pre-bid meeting and job walk.
- Prepare necessary responses to bidder requests for information (our fee is based on responding to approximately 4 requests for each Phase for information or clarification at 1 hour per request). Responses to RFIs related to obvious design omissions or design components lacking sufficient information to provide a reasonable bid will not be invoiced to the project but will be considered as part of the original design fee (see also Assumptions).
- Prepare necessary addenda and changes to contract documents resulting from bidder questions.
- Prepare bid canvass and make recommendation of the lowest responsible, responsive bidder to City.

- Prepare letter recommending award for City Council and prepare Notice of Award to successful bidder.

## Phase CON: Construction Assistance

This is an optional phase, to be included in the contract at the City's option. Below we have included a breakdown of a typical scope of work for the Construction Assistance Phase used for similar projects that allowed us to prepare a budget for these services.

### Construction Administration

#### 1. Construction administration activities include:

- Prepare Conformed Contract Documents;
- Attend Pre-Construction meeting (Once per Phase);
- Assist with review of submittals and shop drawings as requested by City (our estimate is based on reviewing approximately 3 submittals per Phase at 2 hours per submittal and does not include resubmittals);
- Review RFIs and take appropriate action (our estimate is based on reviewing approximately 3 RFI's per Phase at 1 hour per RFI);
- Change order (CO) review and comments (approximately 2 change orders per Phase at 2 hours per CO),
  - Prepare draft Contract Change Orders, if necessary, for review by the City,
  - Investigation of site conditions claimed to differ from those described in the Contract Documents;
- Project closeout activities include:
  - Participate in walk-through of project at Substantial Completion (1 Site Visit per Phase);
  - Prepare and submit final punch list and project closeout checklist to the City. The City will monitor and update final punch list and project closeout checklist, and
  - Prepare final record drawings and contract documents based on information received from Contractor;
- The duration of the construction phase of the project is assumed to be two 3-month phases.

#### 2. Engineering support services activities include:

Occasional site visits by the resident engineer for items of work listed under the above referenced "Construction administration activities", such as clarifications of the construction documents and addressing Contractor requests for information throughout the duration of the project as required in a timely manner. One site visit per phase included. (6 Total for Phases I & II: Two (2) Pre-construction Meeting; Two (2) Site Visits; Two (2) walk-throughs at substantial completion)

## Professional Fees

Provost & Pritchard Consulting Group will perform the services in this Phase on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate of fees without additional authorization.

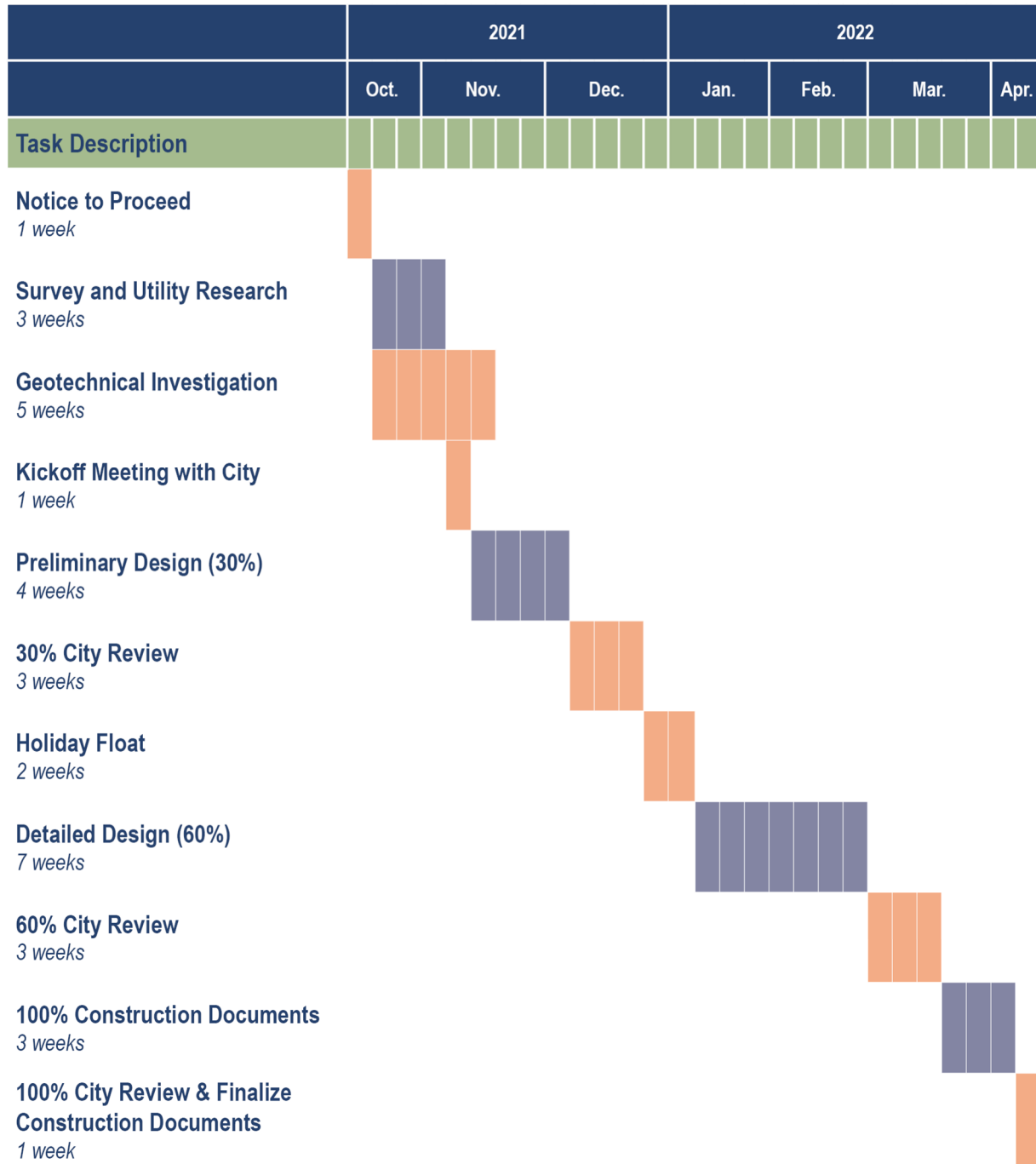
<b>Task Order 8 – City of Lindsay Hermosa Street Rehabilitation</b>	
<b>Phase PD</b>	
Survey	\$18,500
Geotechnical Investigation	\$10,000
30% Design	\$18,000
<b>Phase DD</b>	
60% Design	\$75,000
<b>Phase CD</b>	
100% Design	\$17,500
<b>Estimated Fee:</b>	<b>\$139,000</b>
<b>Phase BID*</b>	<b>\$7,000</b>
<b>Phase CON*</b>	<b>\$15,000</b>
<b>Optional Phases Fee:</b>	<b>\$22,000</b>

\*The estimated fees for the optional bidding and construction phases includes the separate bidding and construction of phases 1 and 2.

The line items shown above are estimates and are not intended to limit billings for any given Task. Required task effort may vary up or down from the line item estimates shown, however total billings will not exceed the Total approved without additional authorization. If the scope changes materially from that described above, as a result of any agency’s decision or because of design changes requested by the City, we will prepare a revised estimate of our fees for your approval before we proceed.

## Schedule

Once we receive an approved task order and are authorized to proceed, we can prepare the 30% deliverable for initial submittal in approximately six to seven weeks. City review time is beyond our control, but we have generally planned for approximately 3 weeks of City review time between milestone submittals. See our proposed schedule to complete design by early April 2022 on the following page.



## Assumptions

- This proposal is based on the scope of work identified in the “Scope, Limits of Word & Budget” PowerPoint slide provided by the City of Lindsay on August 17, 2021, via e-mail.
- Geotechnical field testing will be limited to core sampling of the existing asphalt concrete areas.
- For the field testing, the City of Lindsay will provide a no-fee Encroachment Permit and not require bonding.
- Existing underground utilities do not exceed 10’ of burial depth below the finished surface.
- All scribed paint marking associated with requesting Underground Service Alert would not be required to be removed.
- Our proposal and fee do not provide for a private utility locator service to locate underground utilities.
- City staff will prepare front end specifications and provide boilerplate technical specifications for our use and reference. These specifications will include General Conditions that are suited specifically to the Hermosa Street Rehabilitation project. City staff will provide sample technical specifications and bid canvasses from recently-bid pavement and underground utility projects, if available.
- Improvements will be entirely within existing right-of-way and no additional right-of-way will be required.
- All drainage improvements will be within the City Right-of-Way, but if required, coordination with the appropriate Railroad Authorities can be provided as an additional service.
- This project is exempt from ISR, it falls under complete exemptions 1 & 2 of the ISR rule.
- The required SWPPP will be prepared by others.
- The Contractor will perform QSP SWPPP responsibilities.
- The City has prepared or will prepare all necessary environmental documents and will provide all identified mitigation measures.
- The City will prepare all required funding compliance documents.
- The existing in-roadway warning lights (IRWL’s) at existing crosswalks will be removed and not re-installed with the project.
- If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this agreement for such services as additional services.
- If the scope of services requires Consultant to estimate quantities, areas and/or volumes for construction, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally

familiar with the industry and will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.

- Items to be provided by the Client:
  - Record Drawings of existing improvements and record plats of existing utilities within the project limits.
  - A copy of the environmental permitting documents.
  - Project DIR number once available.
- Provost & Pritchard CAD standards and title block will be used for the design of this project.
- Provost & Pritchard's current CAD version will be used.

## **Additional Services**

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- CEQA Environmental Permitting Documents.
- Encroachment Permits with Railroad Authority to construct improvements within Railroad Right-of-way.
- Project Dust Control Plan (DCP) in accordance with San Joaquin Valley Air Pollution Control District (SJVAPCD) requirements.
- Storm Water Pollution Prevention Plan (SWPPP) in compliance with State Water Resources Control Board (SWRCB) Construction General Permit 2009-0009-DWQ and as amended by 2010-0014-DWQ and 2012-0006-DWQ and by the SWRCB Caltrans Order 2012-0011-DWQ.
- Project specific aerial imagery collected by a drone to aid in project design.
- Coordination with private utilities for power pole relocation.
- Design of In-Roadway Warning Lights or Pedestrian Crossing Signs with perimeter lit or rectangular rapid flashing beacons.
- Additional office or field services required due to any governmental agency changes in ordinances, codes, policies, procedures or requirements after the date of this agreement.
- Construction staking. The cost of restaking, if any record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant.

- Construction observation.
- The costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.
- All of the costs of preparation, examination and filing of Record of Survey or Corner Record.
- Extra work caused by delays beyond Consultant's reasonable control by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, or faulty performance by Client or other contractors or governmental agencies.
- Any extra work performed by Consultant due to changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant.

## Terms and Conditions

Reference is made to the Master Services Agreement (Agreement) dated March 6, 2021 between the City of Lindsay and Provost & Pritchard and all conditions apply. This proposal will serve as Task Order 8 to the Agreement and the same terms and conditions identified in the Agreement apply to this proposal.

If this proposal is acceptable, please sign below and return a copy to our office. This document will serve as our Notice to Proceed. This proposal is valid for 60 days from the date above.

Respectfully,  
Provost & Pritchard Consulting Group



**Soo Ho Park**  
C 89361, TE 2961  
Project Manager



**Matt Klinchuch**  
C 83357  
Vice President

## Terms and Conditions Accepted

By City of Lindsay

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





September 21, 2021

Neyba J. Amezcua  
City of Lindsay Services Assistant Director  
150 N. Mirage Avenue  
PO Box 369  
Lindsay, CA 93247

**Subject: Request for Proposal, Hermosa Street Rehabilitation Project (with Geotechnical Services 9/23/21)**

Dear Ms. Amezcua:

QK is pleased to provide this proposal demonstrating our sincere interest in assisting the City of Lindsay in meeting their goals for the Design & Project Management for the Hermosa Street rehabilitation project. This proposal demonstrates our understanding and capability to provide these services to the City. We would greatly appreciate continuing our relationship by assisting the City in completing this project.

We understand that the City requires consultants such as QK who:

- Are familiar and experienced with the understanding, scope, time and materials required for this project, with a history of successful similar projects,
- As the City Engineer for Lindsay, are familiar with the City of Lindsay, staff, location, and processes.

QK has recently acquired Zumwalt-Hansen Associates, Inc. (ZHA), who are also established on-call consultants in the Central Valley. As one team, our local knowledge and experience, as well as our offering of comprehensive services, means we are exceptionally suited to provide the required services identified in the City's Request for Proposal. Our full range of transportation and traffic engineering, general civil engineering, land surveying, and utility coordination expertise, means we can complete this project more effectively than our competitors with an eye for the efficient delivery of the project.

We enjoy working for the City of Lindsay, and, as City Engineer, Jeff Cowart will be the principal in charge of the project and will provide oversight and quality control for the project. We are nearby and ready to demonstrate the value we bring to the City. It is our hope to build a stronger relationship together so that we can broaden the depth of services available to you through our 125-strong staff of talented professionals.

## **BACKGROUND**

The City of Lindsay plans to rehabilitate and make improvements to a nearly one-mile section of Hermosa Street based on the existing street and pavement condition and priority to the City. The rehabilitation and improvement project begins at the Hermosa Street and Homassel Avenue intersection and continues east along Hermosa Street to the intersection with Foothill Avenue. The project includes pavement rehabilitation, repair/replacement of existing damaged curb, gutter, sidewalk and replacement of non-compliant curb return ramps. Anticipated pavement rehabilitation activities may include patching, crack treatment, slurry seal, chip seal, grind and hot-mix asphalt overlay. Additional pavement rehabilitation options will be reviewed with the City based on the existing pavement condition and City objectives. Rehabilitation and improvement activities also include associated signage and design for the required pavement markings and striping. QK understands that this project will be funded by local City funds. The project is divided into two phases for budgeting and management purposes.

## **PROJECT UNDERSTANDING**

The Hermosa Street Rehabilitation project will be constructed in two phases based on relative location along Hermosa Street. The Phase 1 Hermosa Street limits start at its intersection with Hamassel Avenue and continues east approximately 1700-feet, to Harvard Street. The Phase 2 limits continue another 2700-feet east, from Harvard Street to Foothill Avenue. These two phases represent nearly a mile of rehabilitation and repair of Hermosa Street. Both phases include pavement rehabilitation as the primary objective with additional necessary street improvements including removal and replacement of damaged curb, gutter and sidewalk, driveways, and replacement of existing non-compliant curb ramps with ADA-compliant curb ramps. QK visited and took photographs of the project area along the Hermosa Street, and has prepared the attached Exhibit showing key improvements for the project, for reference.

The project includes evaluation of drainage to manage stormwater runoff along Hermosa Street. The drainage evaluation will include analysis of the existing grade at the rail spur crossing west of Oxford Street, within the Phase I limits. However, it is not anticipated that the City will perform any street improvements within the railroad right of way. As part of the replacement of damaged curb and gutter, QK will evaluate the existing and design grade along Hermosa Street for storm water drainage. The City has also indicated that a new storm drain line will be required along Hermosa Street from Stanford Avenue to Orangewood Avenue.

The City has prepared rehabilitation costs for both Phase I and Phase II for budgetary purposes. QK will coordinate all work with the City and review the City's budgeted costs for each phase. QK will provide an engineer's construction cost estimate to the City based on the established Phase I and Phase 2 project limits and design documents prepared for the required improvements. Separate plans, specifications and estimates will be prepared for each phase of the project.

In preparation for design, QK will conduct a field evaluation and observation of the project area. QK will evaluate the existing pavement condition for determining appropriate rehabilitation and repairs based on the City's objectives and budget. Existing sidewalk, curb/gutter and pedestrian accessibility along the street will be observed, along with observations as to existing drainage conditions, prominent features within the Phase I and Phase II areas, and the rail spur crossing.

The street pavement condition will be noted at various pavement sections within both the Phase I and Phase II areas, and photographs will be taken to identify areas of concern or requiring significant repair. Based on the initial field evaluation and pavement condition observations, QK will provide recommendations of appropriate rehabilitation measures and note whether any testing or coring of is needed for design. QK proposes geotechnical services comprising the collection of two core samples along Hermosa Street for each Phase area. The proposed geotechnical services would include subgrade "R-value" tests for each Phase area. The four core samples will provide the existing pavement section and subgrade information for the project and be used to provide a recommended design for the pavement section and evaluate suitability of the existing pavement section at the selected location.

QK will utilize this information and in discussion with the City, determine the most cost-effective rehabilitation and treatment options. QK will prepare a summary of findings from the field evaluation and survey data.

The City has divided the consultant services required for the project into three stages:

1. Design
2. Project Management for the Bidding and Award Process
3. Project Management for the Construction Phase

The City is requesting a proposal for Stage 1 – Design at this time. QK has provided the following Approach/Scope of Services for the Design Services based on the described Background and Project Understanding.

## **APPROACH/SCOPE OF SERVICES**

This project includes engineering and design services as required for pavement rehabilitation and necessary street improvements including curb, gutter, sidewalk, and ADA compliant ramp improvements. QK will prepare and submit individual project plans, specifications, and cost estimate (PS&E) documents for Phase I and Phase II. A detailed scope is as follows:

### **TASK 1.0 PROJECT MANAGEMENT**

QK will provide project management activities required to coordinate design and engineering. Project management services include the following:

- QK will manage its engineering task efforts to track time and budget, work elements accomplished, work items planned for the next period, and staffing needs. QK will prepare monthly project progress reports to update the City on the status of the project including updates of technical progress, schedule, and budget issues.
- QK will communicate, interact, and coordinate with the City of Lindsay, as needed, to assure the efficient and effective completion of activities related to the development of the PS&E package.
- The project will be launched at a kickoff meeting between City of Lindsay staff and the QK project team. This meeting will be attended by QK's Project Manager, the lead engineer and lead designer for the project. The following objectives will be accomplished at this meeting:
  - Confirm project objectives and scope of work to be performed
  - Schedule project milestones

#### Deliverables:

- Monthly Project Management, Cost, and Schedule Control Reports
- Project meeting notes and action items

### **TASK 2.0 SURVEYING**

QK will perform the following topographic surveying services for the Phase I and Phase II Hermosa Street segments: The survey will include the following:

- Existing street features and grades
- Property and right of way lines (based on existing available maps and information)
- Monument lines, if applicable
- Street centerlines
- Pavement crowns and quarter crowns
- Curbs and gutters
- Sidewalks
- Drive approaches and driveways
- Edges of pavement
- Striping configuration
- Sign locations
- Visible utility infrastructure
- Locations, depths, size, and type of sewer and storm drain lines and manholes
- Elevations within the street right of way of any existing pavement, curbs, gutters, sidewalks, natural grades, and other miscellaneous items
- Other surface improvements and visible site features within the project area such as fences, trees, power poles, vaults, storm drain facilities, irrigation facilities, pavement, and ground elevations.

The local property control monuments will serve as the horizontal control, and local City benchmark will serve as the vertical control. The survey field data will be reduced, post-processed and readied for drafting. QK will prepare a topographic survey base map depicting features described above. The map will be prepared in AutoCAD Civil 3D 2020 and will be formatted at a scale suitable for use by the design team, incorporating the site features and data described above.

Deliverables:

- One (1), 1" = 40' scale topographic map and AutoCAD Civil 3D 2020 format file.

**TASK 3.0 ENVIRONMENTAL COMPLIANCE DOCUMENTS**

Because the project is encompassed in the City right of way and only modifies existing facilities, it is anticipated the project will only require a Categorical Exemption for CEQA compliance. If further documentation, field surveys, special studies, or NEPA compliance are required, QK will provide this documentation as an additional service on a time-and-materials basis.

Deliverables:

- CEQA Categorical Exemption.

**TASK 4.0 PROJECT DESIGN**

*Project Plans*

Utilizing the topographic survey information and base map, QK will prepare separate 50% preliminary plans for the Hermosa Street improvements for both Phase I and Phase 2 areas. The plans will show the existing roads, right-of-way lines and identified utilities, along with the proposed curb, gutter and sidewalk improvements, curb ramps and drive approaches. The topographic data collected for the street will be analyzed to determine existing drainage for the street and rail spur crossing. The drainage evaluation will include analysis of existing grades on Hermosa Street and from the railroad crossing. Phase II will include the anticipated storm drain line between Stanford Avenue and Orangewood Avenue.

QK will submit the preliminary plans to City staff for review and to discuss the layout of the improvements and any conflicts or issues that need discussion and resolution. Once QK receives approval from the City on the 50% preliminary plans, we will move forward with preparing the 90% and final plans, specifications, and estimates (PS&E) for review and approval by the City. The design plans shall include topographic survey, demolition, grading, general design layout, drainage, street cross sections with pavement design and other necessary improvements required for the project. The plan set will include, but not necessarily be limited to, the following:

- Cover sheet
- Topographic survey
- Demolition plans
- Civil improvement plans
- Civil detail sheets
- Signing, striping, and pavement marking plans

The topographic information shall be faded as background and remain plan readable. Plans will be set up so that they can be reduced to 50% of their original size. The plan set shall provide sufficient detail to adequately construct the proposed improvements.

Project plans shall be at a scale of 1" = 40' (or other if requested by the City), other than the curb ramp details which will be at a larger scale. Plans will be completed using AutoCAD Civil 3D 2020; however, should the City desire files in a previous AutoCAD version, the CAD files can be back-saved as requested.

QK will meet with the City after review of each submittal to discuss the comments received and determine how best to proceed with the project design. QK will obtain direction and/or approval in writing on each submittal before proceeding to the subsequent design. Once final written approval for the final submittal is received from the City, QK will provide one reproducible set and the electronic files of the final, signed PS&E documents that will be used for bidding purposes.

The project design will be completed to avoid existing utility conflicts to the extent possible. Where avoidance is not feasible, QK will coordinate any required relocations with the City and the appropriate utility agencies. Vertical and horizontal distances needed for each utility to be relocated will be shown. For purposes of this proposal, it is anticipated that existing utilities may need to be adjusted to allow for the pavement rehabilitation, but no significant utility relocations are anticipated.

### ***Project Specifications***

QK will complete the following sections of the project specifications to correspond to the project plans:

- Front end (boiler plate) documents (City supplied)
- Special provisions and technical specifications for this project
- Bid item descriptions for each bid item for this project
- Bid item schedule in Excel format for this project

Technical specifications shall also include work hours, traffic control information, and other miscellaneous restrictions as may be needed. QK will format the specifications in accordance with the City's Standard Specifications.

QK will submit the specifications for the City's review at the 90% and final submittals. All applicable comments received from the City will be incorporated for the subsequent submittal. Final signed specifications for the project will be included with the final, signed contract documents.

### ***Opinion of Probable Improvement Costs***

QK will prepare an engineer's estimate of probable construction costs and a bid item schedule for this project. Both items shall be prepared in an Excel spreadsheet format. The estimates and bid item schedule will be submitted along with the 90% and final submittals. They will be revised based on any applicable comments received from City's review and resubmitted. The final cost estimate and bid item schedule will be included with the final, signed contract documents. The bid item schedule will be prepared for inclusion into the project's specifications and will include a numbered detail sheet clearly defining each bid item and describing the work covered.

### **Deliverables:**

- Electronic and/or Hardcopy Set of project plans – 24" x 36" at 50%, 90%, and final submittals
- Electronic and/or Hardcopy of project specifications – One set each at 90% and final submittals
- Electronic and/or Hardcopy of estimates of probable costs – One copy each at 90% and final submittals
- City redline comments – One set each at 90% and final submittals

### **TASK 5.0 UTILITY COORDINATION**

QK will perform the following tasks related to utility coordination:

- Coordination with utilities that will be affected by the construction, including collection of maps of existing facilities.

The project design will be completed to identify and avoid existing utility conflicts to the extent possible. Where avoidance is not feasible, QK will coordinate any required relocations with the City and the appropriate utility agencies. The vertical and horizontal distances needed for each utility relocation will be shown on the project plans. For

purposes of this proposal, it is anticipated that existing utilities may need to be adjusted to allow for the pavement rehabilitation, but no significant utility relocations are anticipated.

**TASK 6.0 GEOTECHNICAL SERVICES**

The objective of the geotechnical services is to evaluate the existing pavement section and subgrade for roadway rehabilitation purposes. The proposed geotechnical services include a field exploration, core sample collection at selected locations in each Phase area, laboratory testing and analysis. The following Geotechnical Services are proposed for this project:

- Coring and sample collection within the pavement area for each Phase. The scope includes associated traffic control operations during the borings and sample collection.
- Laboratory Resistance Value (R-Value) testing to evaluate existing subgrade and for design of new pavement section.
- Services include providing soil cement mix design for pavement rehabilitation.

The core sample will be drilled through the existing pavement. A minimum of two core samples will be collected within each Phase area. Encountered pavement layers and the soil profile of the upper three feet will be logged. The soil materials encountered in the borings will be visually classified in the field in accordance with the Unified Soil Classification System (ASTM D2488). The R-Value laboratory tests will be conducted for selected boring locations, with a minimum of one R-Value test performed for each Phase area.

**OPTIONAL SERVICES**

**TASK 7.0 BIDDING ASSISTANCE**

QK will be available to assist the City with review of any addendums, RFIs or other support as requested. This task is optional and requires additional specific authorization from the City prior to QK performing any services under this task. Upon the City’s authorization, a T&M budget will be determined for services under this task.

**TASK 8.0 CONSTRUCTION PHASE SERVICES**

Following completion of Task 4.0 Project Design, QK will review the project with City staff to determine the level of assistance required during the construction phase of the project. Following this review with the City, QK will prepare a separate scope of services and fee for services during the construction phase. It is assumed that the minimum required scope of services will include construction staking and design support during construction. Depending on availability of City staff, QK may, and is available to provide, full construction management, site observation and utility coordination services during construction.

**SCHEDULE**

The following schedule is based on the scope of services presented above and is shown in calendar days. The schedule does not include City review time for the 50% and 90% submittals.

Task	Description	Duration
1.0	Project Management	120 Days
2.0	Surveying	21 Days
3.0	Environmental Documentation	14 Days
4.0	Project Design	120 Days
5.0	Utility Coordination	90 Days
6.0	Geotechnical Services	30 Days
7.0	Bidding Assistance	TBD
8.0	Construction Phase Services	TBD

<b>Total Duration</b>	<b>120 Days</b>
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**FEE ESTIMATE**

Task	Description	Fee Type	Fee Amount
1.0	Project Management	Fixed Fee	\$6,500
2.0	Surveying	Fixed Fee	\$52,500
3.0	Environmental Documentation	Fixed Fee	\$2,500
4.0	Project Design	Fixed Fee	\$71,000
5.0	Utility Coordination	Fixed Fee	\$2,700
6.0	Geotechnical Services	Fixed Fee	\$9,600
7.0	Bidding Assistance	T&M	TBD
8.0	Construction Phase Services	T&M	TBD
		<b>Total Fee</b>	<b>\$144,800</b>

**Notes:**

- Expenses for reproduction, mailing, mileage, etc. are included in the fixed fee above and billed per our attached Charge Rate Schedule.
- All time-and-materials fees will be invoiced monthly based on the level of effort in terms of hours relative to our Charge Rate Schedule.
- When a Task is set on a time-and-materials fee basis, it signifies that it is not possible to accurately predict the amount of work effort required typical of on-call type services. QK will work with the client to set expectations where applicable.
- Tasks billed by fixed fees will be invoiced monthly based on the percentage of work completed.
- Additional Services requested in writing and approved by the client will be provided on a time-and-materials basis.
- Fees for field surveying activities are subject to the payment of Prevailing Wages for Tulare County.

**EXCLUSIONS AND ASSUMPTIONS**

The following services are excluded from this proposal:

- Title Reports, legal descriptions, and/or right of way services
- Right of Way acquisition services, legal descriptions, or exhibits
- Preparation of Pothole Plans
- Any other services not specifically described in the proposal above

Thank you for the opportunity to propose on this project. If you have any questions or would like to discuss this proposal further, please contact Jeff Cowart at (559) 733-0440. We look forward to working with you on this important project.

Sincerely,

Jeff Cowart, PE  
Vice President of Municipal Services & Quality Control

Monique Mello, PE  
Senior Project Manager

Enclosures: Exhibit  
Charge Rate Schedule  
Statement of Qualifications

P210694  
sb/jsc



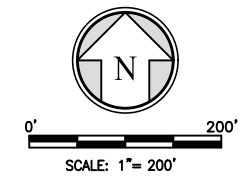
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### PHASE I

## KEY IMPROVEMENTS

1. REHABILITATE DETERIORATING PAVEMENT.
2. REPAIR OR REPLACE DAMAGED CURB, GUTTER, AND SIDEWALK AREAS.
3. DRAINAGE EVALUATION AND IMPROVEMENTS.
4. NEW STORM LINE IN PHASE II AREA.
5. ADA COMPLIANCE – CURB RAMPS.



### PHASE II

PROJECT NO.: **P210694**  
 DRAWN BY: **AO**  
 QA/QC BY: **SB**  
 SCALE: **AS SHOWN**  
 SHEET NO.:

## EXHIBIT

CITY OF LINDSAY  
HERMOSA STREET REHAB PHASE I AND II



901 EAST MAIN STREET  
 VISALIA, CA 93292  
 TEL: (559) 733-0440  
 WWW.QKINC.COM  
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# Charge Rate Schedule



## 2021 CHARGE RATE SCHEDULE

Current

TECHNICAL SERVICES	
Project Assistant	\$69 / hour
Project Administrator	\$92 / hour
Assistant CADD Technician/Designer /GIS Technician	\$87 / hour
Associate CADD Technician/Designer /GIS Analyst	\$102 / hour
Senior Associate CADD Technician/Designer/ GIS Analyst	\$118 / hour
Senior CADD Technician/Designer /GIS Analyst	\$133 / hour
Landscape Architect Technician	\$102 / hour
PROFESSIONAL SERVICES	
Engineering	
Assistant Engineer	\$115 / hour
Associate Engineer	\$145 / hour
Senior Associate Engineer	\$170 / hour
Senior Engineer / City Engineer / District Engineer	\$199 / hour
Principal Engineer	\$250 / hour
Planning / Environmental / Landscape Architecture	
Assistant Environmental Scientist	\$80 / hour
Assistant Planner	\$90 / hour
Associate Planner/Environmental Scientist	\$105 / hour
Senior Associate Environmental Scientist	\$130 / hour
Senior Associate Planner	\$130 / hour
Senior Environmental Scientist	\$155 / hour
Senior Planner/ Landscape Architect	\$155 / hour
Principal Planner/Environmental Scientist	\$170 / hour
Senior Principal Planner/Environmental Scientist	\$195 / hour
Construction and Project Management	
Field Construction Observer	\$118 / hour
Senior Field Construction Observer	\$138 / hour
Assistant Construction/Project Manager	\$110 / hour
Associate Construction/Project Manager	\$129 / hour
Project Manager	\$133 / hour
Senior Associate Construction/Project Manager	\$148 / hour
Senior Construction/Project Manager	\$170 / hour
Principal Construction/Project Manager	\$185 / hour
Surveying	
Assistant Surveyor	\$102 / hour
Associate Surveyor	\$116 / hour
Senior Associate Surveyor	\$145 / hour
Senior Surveyor	\$170 / hour
One-Person Survey Crew	\$140 / hour
Two-Person Survey Crew	\$225 / hour
Three-Person Survey Crew	\$275 / hour
UAV Pilot	\$156 / hour
UAV Flight Observer	\$116 / hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

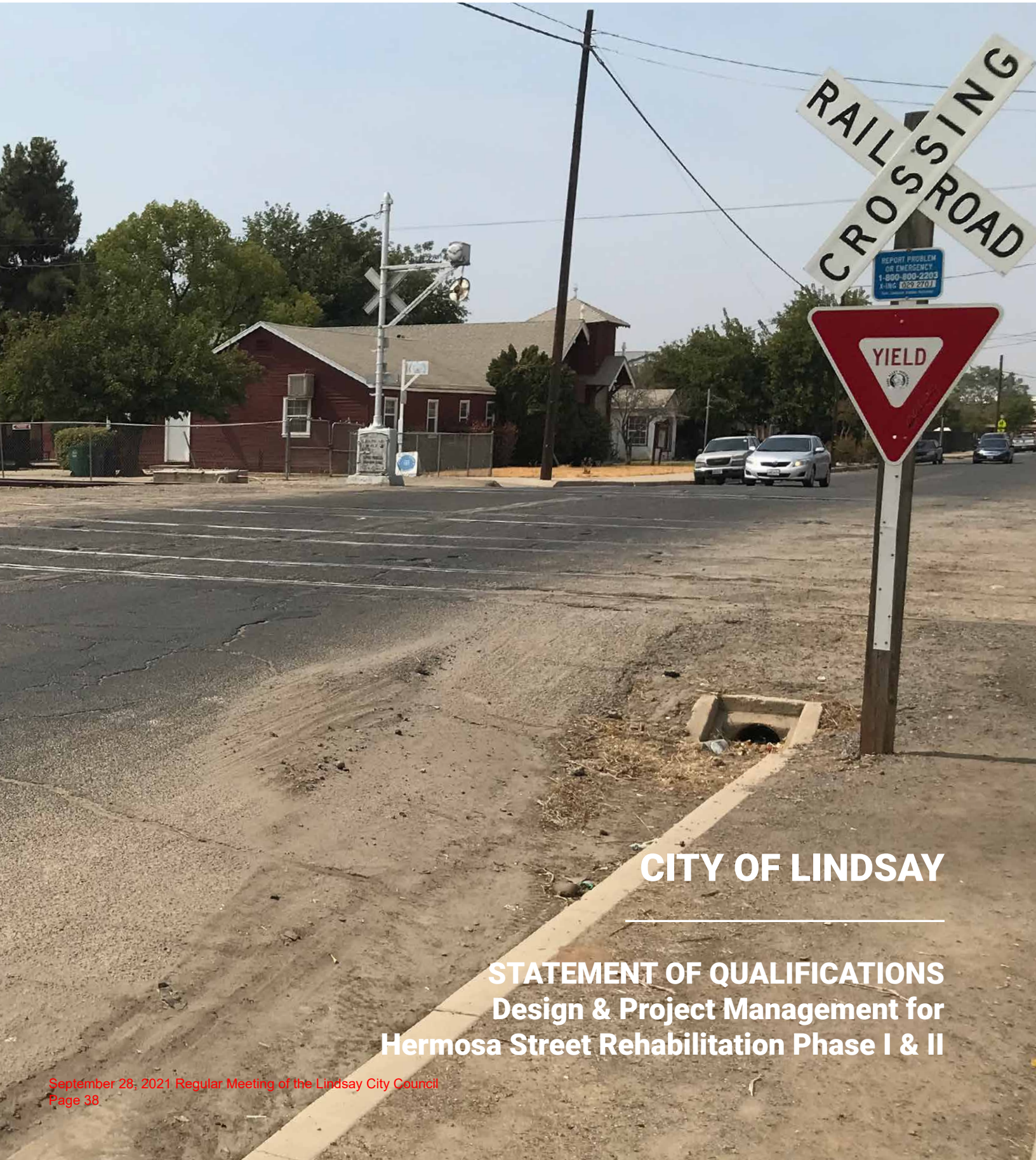
EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.67 / mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2021. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

12/23/2020





# CITY OF LINDSAY

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## STATEMENT OF QUALIFICATIONS Design & Project Management for Hermosa Street Rehabilitation Phase I & II

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# Statement of Qualifications

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## CITY OF LINDSAY

Design & Project Management for Hermosa Street Rehabilitation Phase I & II

Neyba J. Amezcua  
City Services Assistant Director  
150 N. Mirage Avenue  
Lindsay, CA 93247



901 East Main Street  
Visalia, CA 93292  
Ph: (559) 733-0440

**September 21, 2021**  
P210694

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**EXPERIENCE WITH SIMILAR PROJECTS ..... 15**





Roundabout – Woodlake, CA



# City of Lindsay

## Design & Project Management for Hermosa Street Rehabilitation Phase I & II

### Firm Qualifications

QK has a diverse staff of 130 employees in six California offices – Visalia, Bakersfield, Porterville, Clovis, Hanford, and Merced.

QK is built on five distinct areas of expertise that work together to make the built environment possible. QK employs a number of creative, experienced professionals in the fields of:

- Engineering Design & Construction Management
- Survey & GIS
- Urban Design & Landscape Architecture
- Biology & Environmental Permitting
- Planning

Within these areas of expertise, QK's specialized experience helps visionary clients throughout California. Our services include:

- Civil Engineering
- Traffic Engineering
- Utility Coordination
- Construction Management
- Labor Compliance
- Land Surveying
- Geographic Information Systems (GIS)
- Urban Design
- Landscape Architecture
- Biological Resources
- Environmental Permitting
- Land Use Planning
- Environmental Planning

Since 1972, QK has successfully partnered with cities, counties, state agencies, and other public agencies, to use our talents and services in the development of efficient solutions that have lasting positive impacts. These efforts result in the establishment of sustainable communities that offer a better quality of life.

QK designs and delivers transformative infrastructure through:

- Over 49 years of service throughout California
- Key personnel with experience in working for local government and affiliated agencies
- Professionally registered, licensed, or certified staff in a variety of disciplines (PE, TE, PTOE, RSP, CASp, PLS, CFedS, AICP, LLA, LEED AP, QSD/QSP, PMP, ISI, ENV SP)
- A verifiable record of widely varied and successful project experience
- Direct, concentrated involvement of senior professionals
- A documented Quality Management Program (QMP)
- Effective Project Management utilizing real-time Deltek Vision integrated management platform and reporting

#### Additionally, QK is:

- A Tulare County Association of Governments Local Motion Award Winner
- An ACEC-CA, ASCE, APWA, APA, & CPRS Project Award Winner
- A Three-time honoree of California Engineering News Record Top Design Firms



## CIVIL ENGINEERING

---

QK is a leader in providing civil engineering services in the San Joaquin Valley. We've been helping public and private sector clients for over 49 years. Our team of professionals has a wealth of experience on a variety of project types. Our experienced professionals have expertise in all critical subdisciplines of civil engineering.

We provide:

- Street and Road Design
- Traffic Signal, Signage, and Pavement Delineation Design
- Roundabout Design
- Preliminary Design Reports (PDRs)
- Utility Planning and Coordination
- Storm Drainage Design
- Water Storage, Distribution, and Supply
- Sanitary Sewer Design
- Water and Wastewater Treatment
- Management Plans for Water, Sewer, and Storm Drainage
- Infrastructure Master Plans and Fee Studies
- Grade Separations
- Pavement Management
- Construction Engineering, Observation and Monitoring, Management, and Permitting
- Development Plan Checking Services
- Grant Writing and Project Funding Assistance

In addition, QK helps many of our city clients as their contract City Engineer and many water district clients as their contract District Engineer. We provide these clients access to the full range of services and resources of our company. We help our city clients expand their "staff" as needed to cover their engineering needs.

## TRAFFIC ENGINEERING

---

QK's traffic engineering staff includes licensed civil and traffic engineers with extensive experience in the subdisciplines essential to providing complete traffic engineering services. The firm provides professional and technical consulting services to public agencies, including Caltrans, cities, counties, and schools, as well as private development clients.

- Traffic Engineering Design
- Traffic Signal Design
- Roadway Lighting
- Sign Lighting
- Pavement Delineation
- Ramp Metering
- Traffic Handling
- Signing
- Bicycle and Pedestrian Facilities
- Active Transportation Plans
- Traffic Operations Analysis
- Transportation Studies
- Traffic Engineering Reports
- Roundabouts
- Neighborhood Traffic Calming
- Safe Routes to School
- Expert Witness Testimony for Traffic-Related Matters
- Traffic Signal and Traffic Signal System Evaluation
- Red Light Traffic Monitoring Facilities
- Engineering and Traffic Surveys (Speed Zone Studies)
- On- and Off-Street Parking Analysis Studies
- Parking Facilities Design
- Traffic Control Device Assessments

## UTILITY COORDINATION

---

QK's staff members have many years of combined experience in the field of dry utilities, planning, and design. Currently, our utility staff is working on projects involving major relocations, road improvements, grade separations, and new power connections for street lights, traffic signals, well sites and lift stations. Our utility team is diligent in the management and follow-up necessary to assure timely delivery of services by public utility companies.

Our utility staff maintains relationships with local utility companies and their past experience in coordinating for large-scale projects gives us a unique advantage in helping our clients with this very tedious area of their projects. Services include:

- Submittals of Improvement Plans to Affected Utility Company
- Coordination of Power Connections for New Street Lights and Traffic Signals
- Preparation of Utility Company Applications and Contract Reviews
- Coordination services for Subdivisions and Commercial Developments
- Joint Trench Composites
- Coordination of Relocations for Road Improvements/Widening Projects
- Coordination of New Power Connections for Well Sites and Lift Stations
- Coordination of On-Site Upgrades with Local Power Companies
- Rule 20A Underground Districts
- Researching Utility Locations for Design and Construction
- Research and Due Diligence Reports – Site Specific
- Coordination and Permitting/License Agreements with Railroads
- Site Development, Site Acquisition and Zoning for Cell Towers

## PUBLIC OUTREACH/STAKEHOLDER PARTICIPATION

---

After more than 49 years of helping clients build and live in the environments they're dreaming of, we have learned that winning the respect of the community and its leaders is as important as the Project itself. Our ability to listen to residents and draft a document that represents their vision and unique needs means that the Project will be approved with strong public support. A successful planning document encourages responsible growth, while avoiding additional time and expense of future revisions.

Walking tours can be a very powerful workshop tool for visioning vacant sites and redesigning built environments. QK also uses bus tours and SWOT analyses. The SWOT analysis looks at the strengths, weaknesses, opportunities, and threats to improvements of a selected site, neighborhood, building, block, street or corridor along the bus tour route.

QK generates public awareness, understanding of, and general consensus of key planning concerns. No one is better at aligning stakeholders behind a common set of interests. We help our clients get everyone on the same page. Our outreach experience includes:

- Task Force and Advisory Committee Meeting Facilitation
- Stakeholder Interviews
- Public Open Houses
- Visioning Workshops
- Public Participation Plans
- Turning Point Real Time Surveys
- Walking Tours/Bus Tours
- Surveys/Questionnaires
- Design Charettes
- Public Hearings



## LAND SURVEYING

Land surveying as a profession is as much art as science. Perhaps the greatest appeal of the Land Surveying profession to most surveyors is the melding of historical research, careful and thorough fieldwork, evaluation of evidence, careful examination of construction plans, and combining these things with the most advanced technology in professional use today. In one generation, the Land Surveying profession has transitioned from transit and steel chain, written trigonometry tables and hand calculations on a yellow pad, to powerful computing, electronic distance measurement, total stations, robotics, GPS and UAS.

Surveyors have learned that technology is the key to efficient and successful surveying projects; at QK we always look to improve our equipment and skills for the benefit of our clients. Using Global Positioning System (GPS), robotic and conventional equipment, QK's land surveying department supports projects with the following services:

- Topographic Surveys
- Map Checking
- Construction Staking
- Boundary Surveys
- Right-of-Way Surveys and Maps
- Geodetic Control Surveys
- Aerial Photo Control Surveys
- Legal Descriptions
- ALTA Surveys
- Low-Altitude, High Resolution Aerial photogrammetry
- 3D modeling
- Record of Survey



## ADVANCED UNMANNED AERIAL SYSTEM (UAS) MAPPING

---

In recent years, emerging technologies in robotics, and Global Navigation Satellite Systems (GNSS) have been combined with Unmanned Aerial Systems (UAS), and powerful computing capabilities, to provide land surveyors and other mapping professionals with exciting new land measurement tools and solutions.

QK can help you benefit from this emerging technology through our advanced UAS mapping capabilities that are managed by our licensed Professional Land Surveyors (PLS), as well as Land Surveyors in Training (LSIT).

The use of low altitude, high resolution photogrammetry can provide significant benefits on a multitude of engineering and land surveying projects. QK has been at the forefront of research into this technology since 2016 and has proved mapping capabilities on a similar accuracy level with terrestrial GPS surveys and can provide orthomosaic with resolution of 1 cm or less.

QK currently owns a fleet of five Unmanned Aerial Vehicles (UAVs) and employs six licensed FAA Part 107 Remote Pilots.

## LANDSCAPE ARCHITECTURE

---

QK's landscape architecture team helps clients with a broad range of landscape design services under the same guiding principles as our other disciplines. Our professional staff has over 26 years of experience successfully helping clients in the unique climate of the San Joaquin Valley. We pay attention to appropriate plant selection and irrigation design to maximize investment and minimize maintenance costs. The result is the creation of lasting inviting environments where people work, play, and visit.

Our team is up-to-date on the current Model Water Efficiency Landscape Ordinance (MWELo), as part of a statewide effort to reduce water waste. Landscapes designed by our professionals incorporate designs that meet the latest MWELo requirements.

How we help clients with Landscape Architecture:

- Public Parks
- Streetscapes
- Bicycle and Pedestrian Trails
- Planting and Irrigation Design
- Site Planning
- Paved and Grassy Recreation Facilities
- Sports Parks
- Skate Parks
- Tot Lots and Pre-teen Playgrounds
- Picnic and Barbecue Facilities
- Splash Pads
- Existing Park Renovations
- Accessible Playground Design
- MWELo Existing Irrigation Evaluations



## Department of Industrial Relations (DIR) Registration Number

QK..... No. 1000002214

BSK Associates..... No. 1000003557

# Key Team Members

Recognizing the importance of providing comprehensive service to our clients throughout California, QK has selected a team of registered and/or licensed professionals, each with expertise in their respective disciplines for this project, and their ability and commitment to participate in the project through project completion.

Jeff Cowart, PE will serve as the Principal-in-Charge for the and Primary Point of Contact for the project. Stephen Bahr, PE will serve as Project Manager.

## QK

901 East Main Street  
Visalia, CA 93292

**Ph:** (559) 733-0440

[www.QKinc.com](http://www.QKinc.com)

The following is a brief introduction to the team.

## PRINCIPAL-IN-CHARGE/ PRIMARY POINT OF CONTACT

### Jeffery Cowart, PE (City Engineer)

Principal Engineer/Vice President of Municipal Services and Quality Control

- Professional Civil Engineer, State of California, No. 41964
- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo



Mr. Cowart has more than 35 years of civil engineering and project management experience. He currently serves as Principal Engineer and Vice President of Quality Control and Municipal Services, providing design and construction administration services for large-scale infrastructure improvement projects for a number of public agencies. Mr. Cowart's responsibilities have included providing project management services for surveying, planning, design, contract administration, and construction observation for public works projects and site improvements constructed by private developers.

As an engineer with the Engineering Division of the City of Visalia, Mr. Cowart was responsible for the design of storm drainage, bikeway, sanitary sewer, and street projects. He also provided project management including survey, planning, design, contract administration, and construction inspection projects. With QK, he has been providing city engineering services to many of our city clients for which we serve as contract City Engineer, such as the Cities of Lindsay and Lemoore. Mr. Cowart currently serves as Principal-in-Charge for City Engineering Services for the City of Delano and contract City Engineer for the Cities of Lindsay and Lemoore.





## PROJECT MANAGER

---

### Stephen Bahr, PE, QSD/QSP

#### Senior Associate Engineer

- Professional Civil Engineer, State of California, No. 78092
- Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP), Certificate No. 21799
- SJVAPCD, Certified Dust Control Plan Preparer
- CCNA - Cisco Certified Network Associate
- BS, Mechanical Engineering, Brigham Young University



Mr. Bahr is a Civil Engineer with nearly 20 years of experience encompassing a large breadth of projects and roles.

Mr. Bahr has contributed to and led in the completion of various engineering projects throughout the Central Valley and beyond. Engineering experience includes civil design for new commercial and residential developments and facilities, with focus on drainage studies and stormwater management, design of conveyance systems and retention basins, spill-prevention and containment plans. Other proficiencies include piping design and engineering for development of project utilities. Mr. Bahr has been licensed since 2011.

## QUALITY ASSURANCE / QUALITY CONTROL (CIVIL)

---

### Monique Mello, PE, QSD/QSP

#### Senior Project Manager

- Professional Civil Engineer, State of California, No. 74523
- CASQA certified Qualified SWPPP Developer and Qualified SWPPP Practitioner, No. 22554
- BS, Civil Engineering, California State University, Fresno



Ms. Mello has provided considerable management and design to a variety of private and public works projects from the master plan stage through construction. Her professional design experience ranges from residential subdivision development

to municipal infrastructure design. She also completed the design of the multi-award winning Multi-phased Downtown Enhancement Project for the City of Woodlake. Ms. Mello has also served as the Project Engineer for several City of Visalia street improvement and traffic signal projects, which include Shirk Street/Hurley Avenue, Ben Maddox Way/ Douglas Avenue, Center Avenue/Hall Street, and Houston Avenue/ Mooney Boulevard. Ms. Mello is also currently serving as the City Engineer for the City of Woodlake and Assistant City Engineer for the City of Exeter. She is also a member of the TCAG Active Transportation Advisory Committee.

## PROJECT ENGINEER

---

### Alejandro Ortega, PE Associate Engineer

- Professional Civil Engineer, State of California, No. 92925
- BS, Civil Engineering, California State University, Fresno



Mr. Ortega, an Associate Engineer with QK, has provided design support on a variety of projects covering several engineering disciplines. His professional background includes public works projects for infrastructure design. Mr. Ortega has been involved in a number of municipal projects that include road/street improvements, storm drainage, sanitary sewer systems, signing, and pavement delineation.

## TRAFFIC ENGINEER

---

### Lisa Wallis-Dutra, PE, TE, PTOE, RSP Senior Engineer/Director of Quality

- Professional Civil Engineer, State of California, No. 71262
- Professional Traffic Engineer, State of California, No. TR 1888
- Professional Traffic Operations Engineer (PTOE)
- Road Safety Professional (RSP)
- BS, Electrical Engineering, University of the Pacific



Ms. Wallis-Dutra has more than 30 years of experience in project management and transportation engineering projects. She has extensive experience in traffic engineering design, operations, analyses, and management in both the public and private sectors. She is both a registered Civil Engineer and Traffic Engineer, as well as a certified Professional Traffic Operations Engineer. She is also one of the nation's first certified Road Safety Professionals. She has managed complex projects including concept, preliminary, and final designs for complete streets, bicycle and pedestrian facilities, traffic signals, ADA-compliance improvements, signing, pavement delineation, traffic control during construction, and road safety. Ms. Wallis-Dutra possesses an exceptional record of producing quality work while meeting budgets and schedules on multiple concurrent projects. She works equally well with both public and private sector clients, as well as special interest community groups, to reach consensus on projects. She has extensive project management experience leading multi-disciplinary teams, including specialty subconsultant management, on similar projects. She has worked with our teaming partners on previous projects and can ensure a successful completion for this project.

For the City of Visalia, she recently completed the City's first Active Transportation Plan which included significant public and stakeholder outreach, including multiple workshops, stakeholder interviews, and an on-line GIS survey. Ms. Wallis-



Dutra worked with various City departments, school district staff, and community groups to reach consensus on the plan. She also presented at a City Council work session and meeting for final approval of the plan.

Ms. Wallis-Dutra currently serves as the City Engineer for the Cities of Exeter and Farmersville. As such, she is also a member of many Regional Planning Agency committees, including the Active Transportation Committee, Technical Advisory Committee, and the Regional Transportation Plan Roundtable. She also has extensive experience working directly with Caltrans' District 6 Local Assistance Engineers and Encroachment Permit Engineers. She has worked directly with them obtaining the appropriate funding approvals and permits on Active Transportation Program, Highway Safety Improvement Program, Congestion Mitigation and Air Quality Improvement Program, etc. projects.

## ADA COMPLIANCE, CASP REVIEW AND CONSTRUCTION OBSERVATION

---

### Greg Thompson, PE, QSD/QSP, CASp Senior Construction Manager

- Professional Civil Engineer, State of California, No. 63219
- CASQA certified Qualified SWPPP Developer and Qualified SWPPP Practitioner, No.00501
- Certified Access Specialist, State of California, No. CASp-800
- MEng, Construction Engineering Management, University of British Columbia, Vancouver, British Columbia, Canada
- BAsc, Civil Engineering, University of Waterloo, Waterloo, Ontario, Canada



Mr. Thompson has more than 30 years of progressive experience in building technology, construction techniques, contract delivery methods and management experience. He has managed public works projects for 20 years in municipal water and wastewater, road construction, military and school projects; each project was completed on time and on budget. Mr. Thompson has worked directly and extensively with clients throughout his career, developing strong, trusting relationships to ensure all requirements are met to their satisfaction. Mr. Thompson served as Construction Manager for the East Tehachapi Traffic Signal and Street Improvements Project for the City of Tehachapi and the East Drummond Avenue Improvements Project for the City of Ridgecrest. He also served as Resident Engineer for the Graaf Avenue and N. Warner Avenue Improvement Projects for the City of Ridgecrest, and the Visalia Road Improvements Project for the City of Farmersville.

**QUALITY ASSURANCE / QUALITY CONTROL (SURVEY)**

---

**Kristie Achee, PLS (City Surveyor)**

Professional Land Surveyor/Senior Project Manager

- Professional Land Surveyor, State of California, No. PLS 8189
- Professional Land Surveyor, State of Mississippi, No. 2950
- Professional Land Surveyor, State of Louisiana, No. 4895
- Engineer-in-Training Certificate, State of Mississippi, No. EIT 5510
- BS, Civil Engineering, Mississippi State University, Starkville



As a Professional Land Surveyor, Ms. Achee has held the role of Team Manager and Project Coordinator/Manager on multiple projects. Her over 22 years of professional work experience includes boundary and topographic surveys, ALTA surveys, Record of Surveys, tentative and final tract maps, lot line adjustments, easement and right of way legal descriptions and exhibits, control and as-built surveys in industrial, institutional, residential and commercial settings. Ms. Achee currently serves as the contract City Surveyor for the City of Lindsay and the Assistant City Surveyor for the Cities of Dos Palos, Exeter, and Farmersville.

**LAND SURVEY COORDINATION**

---

**Jocelyn Correa, PLS**

Senior Associate Surveyor

- Professional Land Surveyor, State of California, No. 9596
- FAA Remote Pilot License, Certification No. 4080288
- AS, Sociology, College of the Sequoias



Ms. Correa has more than 15 years of experience providing design support to a variety of projects. Her professional background includes drafting and design of residential and commercial land development projects, survey related drafting, with heavy emphasis on title research, legal descriptions, boundary determinations, and compliance with both State and local ordinances.

**CONSTRUCTION OBSERVATION**

---

**Michael Hernandez**

Associate Construction Manager

- Constructing Quality Asphalt Pavements, Asphalt Academy
- BA, Geography, California State University, Fresno
- AA, Social Science, Porterville College
- Bilingual (English/Spanish)



Mr. Hernandez is a Construction Specialist and Field Construction Observer with more than 10 years of experience with municipal roadway improvement and revitalization projects, land development, environmental studies, spatial statistics, and geographic software.





Magnolia Street Improvements Project – City of Woodlake, CA

## Subconsultants



### GEOTECHNICAL ENGINEERING

BSK Associates will perform Geotechnical evaluations, reports and recommendations for pavement design.

BSK has built a reputation for partnering with Public and Private Agencies from design through construction, allowing us to identify issues and address solutions before they impact a project, saving our clients time and money. BSK is proud of our 50- year history and our demonstrated ability to maintain positive, long- term staff and client relationships. We understand the need for our staff to work harmoniously with our clients and their respective design teams. At BSK, we believe that project success begins and ends with ongoing communication with the project team throughout the course of the project. Our philosophy for maintaining these successful relations includes: treating individuals with respect; encouraging open, consistent communication; establishing goals and objectives at the beginning of projects; and meeting commitments to our clients and other team members by being responsive and available.

Our dedicated project manager will ensure the project is delivered within budget with timely delivery of all closeout documents. Good project communication is established with the initial project kick off meeting between you, BSK, the general contractor and the Project Inspector to discuss required inspections on the project and to also discuss items included and excluded from our proposal so that all parties have a good understanding on expectations. As previously noted, BSK takes great pride in closing out every project and exceeding expectations; and we expect our services for QK, Inc. to be no different.

### GEOTECHNICAL INVESTIGATION AND MATERIALS TESTING

#### Neva M. Popenoe, PE, GE

##### Senior Geotechnical Engineer

- Registered Geotechnical Engineer, State of California, No. 3024
- Professional Civil Engineer, State of California, No. 73818
- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo



Ms. Popenoe has more than 14 years of geotechnical engineering and materials testing experience. She has worked on a variety of projects including highways, railroad and river bridges; flexible and rigid pavements; residential, commercial, and industrial developments; schools and hospitals; pipelines; power facilities; impoundments; landfills; and forensic studies. She is responsible for managing and conducting geotechnical investigations including developing the scope of work and budget, site reconnaissance, field classification of soils, sampling, design, and report preparation and review. She has performed geotechnical investigations for over 100 bridges in the State of California for Caltrans, as well as local cities and counties. In addition to bridge foundations, her design experience on these projects includes retaining walls, sound walls, roadway embankments, and pavement structural sections. She also performs field inspection and testing, data analysis.





South Sunland Avenue Street Improvements (Phase 2)  
City of Ridgecrest, CA

## Experience with Similar Projects

QK has provided engineering services to public and private clients throughout the Central Valley for over 49 years. The following is a sampling of project experience completed by the firm.

### Palm Street Reconstruction and Overlay Project

City of Exeter, CA



Providing a comprehensive plan for the street improvements of Palm Street from Kaweah Avenue (Hwy. 65) to North G Street required an understanding of the City of Exeter's utility master plan and circulation element, but more importantly the opportunities available to connect the improvements with the City's vision for a vibrant community. Palm Street is significant to the City of Exeter because it provides not only a corridor for residents throughout the City, but vital cross-town access for trucks that need to avoid the downtown area. This project is designed to improve circulation safety by rehabilitating the structural pavement that is currently in a distressed condition.

One of those solutions developed by QK has been the use of alternative roadway reconstruction methods such as full depth

reclamation and cold in-place recycling. These alternatives to conventional reconstruction were evaluated for this project.

Our previous experience with the City of Exeter provided local knowledge from completed projects resulted in expedited project delivery and quality of work. QK used our experienced with processing projects from funding applications in accordance with the various funding programs including Local Assistance Manual for Federally Funded Projects and Resident Engineer documentation, which will give the City of Exeter peace of mind during construction.

The project includes curb ramps and transit stops and is currently at 100% design.



## Visalia Road (Avenue 280) Improvements

City of Farmersville, CA



This safety and operational improvement project added center left-turn lane medians and improved existing shoulders, curbs, gutters, and sidewalks on Visalia Road in the City of Farmersville. Acquisition of right of way was required to accommodate the operational improvements.

QK provided right of way engineering and surveying to facilitate the acquisition of the right of way required to accommodate the operational improvements for this project. QK prepared legal descriptions and associated map exhibits; and coordinated the acquisition of preliminary title reports, the necessary appraisal work, and property acquisition provided by another team consultant. In addition, QK provided utility coordination services with Southern California Edison and other dry utilities for the relocation of existing transmission lines within the acquired right of way.

In addition, QK developed environmental documentation pursuant to CEQA/NEPA requirements, including a Mitigated Negative Declaration and a Categorical Exclusion with technical studies. An EIS/EIR was also prepared to evaluate a portion through the City of Farmersville from one-eighth of a mile west of Virginia Avenue to one-fourth of a mile east of Brundage Avenue.

QK provided construction phase engineering services to the City. These services include owner representation to the construction contractor, construction contract management and administration services, design engineering construction services, labor compliance services, construction staking services, utility coordination services, construction observation services and materials testing services, and GIS services. The project design was completed in 2016 and construction was completed in July 2018.



## 2018 Access Curb Ramps at Various Locations (CDBG)

City of Visalia, CA



The City of Visalia tasked QK with providing professional engineering services to prepare a complete set of construction plans, project specifications, and estimates of probable costs (PS&E) for accessible curb ramps at various locations within the City.

The City funded the project through their annual, formula-based Community Development Block Grant (CDBG) to improve public accessibility in an identified, residential CDBG target area located in the northeast quadrant of the City. The project included 38 new and/or modified curb returns and ramps to meet the most current requirements of the Americans with Disabilities Act (ADA). The project also included pedestrian landing areas, sidewalk, valley gutters, pavement transitions, utilities, signing, and pavement delineation where necessary for the construction of the curb returns/ramps.

The design used a base map generated from a City provided topographic survey. Construction documents, including PS&E were provided to the City in compliance with current State and federal ADA requirements, as well as City Improvement

Standards and Specifications. In addition, the PS&E package included various add-alternate bid items, so the City may successfully bid and construct either a portion or all the project depending on the bids received.

Each curb return/ramp design is different and unique. To meet ADA requirements and avoid utility or other conflicts within the existing right of way, the QK team conducted a site visit of each curb return/ramp location. This site visit included noting potential conflicts, including right of way, sidewalk widths, pavement slopes, utilities, drainage, and other issues that needed to be addressed for each location.

Key issues for this project include: utility location including utility poles within paths of travel, non-ADA-compliant pavement in front of ramps, sidewalk width less than four feet, fire hydrants within paths of travel, existing roll curbs, fences at the backs of sidewalks, non-ADA-compliant inlet grates, water and gas valves that need to be adjusted to grade, non-ADA-compliant cross-gutters, drive approaches near curb returns, possible sign relocations.



Engineering | Land Surveying | Planning | Environmental | Landscape Architecture | Construction Management

**(800) 955-7599 | QKinc.com**

**BAKERSFIELD**

(661) 616-2600  
5080 California Avenue, Suite 220  
Bakersfield, California 93309

**PORTERVILLE**

(559) 781-2700  
150 West Morton Avenue  
Porterville, California 93257

**VISALIA - HEADQUARTERS**

(559) 733-0440  
901 East Main Street  
Visalia, California 93292

**CLOVIS**

(559) 449-2400  
601 Pollasky Avenue, Suite 301  
Clovis, California 93612

**MERCED**

(209) 723-2066  
2816 Park Avenue  
Merced, California 95348

**HANFORD**

(559) 582-1056  
609 North Irwin Street  
Hanford, CA 93230



September 21, 2021

**Mr. Michael Camarena**

Director of City Services  
City of Lindsay  
150 N. Mirage Ave.  
Lindsay, CA 93247



**Subject: Design Proposal for the Hermosa Street Rehab from Homassel Ave. to Foothill Ave.**

Dear Mr. Camarena,

We have prepared a scope and fee for the services required to complete the proposed project design for approximately 0.83 miles of street reconstruction, curb ramp and drive approach replacements on Hermosa St. from Homassel Ave. to Foothill Ave. The westerly limit of the project will be the east side of Homassel Ave. and the easterly limit will be the west side of Foothill Ave. Our understanding is that the scope of work will generally include the following improvements:

- Replacement of (25) Curb ramps
- Replacement of (34) Drive Approaches (optional item). **If the City has an approved ADA Transition Plan that it may not require any sidewalk or drive approach replacements.**
- Full Street Section replacement of Hermosa St. After the geotech borings are completed we will determine if using a normal street section with reclaimed AB is more beneficial for the project or if an FDR replacement type street section should be used. Our understanding is that street replacement will continue up the side streets to the curb returns of the new ramps. The existing asphalt will be removed from the streets.
- Our understanding is that work within the railroad right of way will only consist of the full street section replacement. It is anticipated that no additional surface improvements will be constructed within the railroad right of way (i.e. sidewalk, ramps, curb and gutter). It is also assumed that the City will lead and manage coordination and permitting with the railroad company. We can provide additional coordination services as a separate task if the City desires to do so.

The project design is to be completed so the City can bid the project by the end of May 2021 or earlier. Below you will find a breakdown of the tasks needed to complete this project.

**STAGE 1**

**Task 1.1: Topographic Survey**

- The survey shall include (but not be limited to):
  - Full topographic survey on Hermosa St. from Homassel Ave. to Foothill Ave.
  - 50' Cross Sections
  - More detailed topo around accessibility ramp locations
  - Existing observable improvements within the right of way or directly adjacent thereto that may be affected by the project
  - Observable Utilities which includes fire hydrants, water meter boxes, sewer cleanouts, sewer and storm manholes, valve boxes, etc.
  - Tie into City of Lindsay benchmark system
  - Prior to the survey we will have a design staff member mark uplifted/depressed/damaged curb and gutter within the limits of project for removal and replacement with the project.
- Our understanding is that after the Topo is completed and preliminary wet utility design (if deemed necessary for the project) has been completed that the City will pothole existing utilities that may conflict with new project improvements. Our survey crew will survey in the surface locations of these potholes after the potholing has been completed so this information can be incorporated into the project design.

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Visalia, California 93292  
www.4-creeks.com

- Right of way limits will be drafted on the Topo from record maps. This fee does not include ordering title reports for separate properties or record research of dedicated easements/additional right of way along the corridor.

The above **Task 1.1** services will be provided for a **Fixed Fee of \$29,690**.

**Task 1.2: Utility Research and Coordination**

- Conduct utility research and identify potential conflicts with record utilities.
- Show existing utility locations on construction documents.
- Meet with utility companies at around the 30% design stage after potholing of the potential utility conflicts has been completed to determine if conflicts actually exist. **It is assumed that the City will obtain a potholing subcontractor to perform any potholing that is needed for the project.**
- Work with utility companies to address and resolve identified conflicts.

The above **Task 1.2** services will be provided for a **Fixed Fee of \$4,350**.

**For Tasks 1.3 & 1.4 Plans and Cost estimates will be provided at the 30%, 90%, and 100% final submittal stages. Specifications will be provided at the 90% and 100% submittal stages.**

**Plans will be on 24x36 size sheets.**

**Task 1.3: Construction Plans**

- 4Creeks anticipates providing the following plan sheets for the project:
  - Cover Sheet
  - General Notes
  - Street Cross Sections
  - Street Construction Plans & Index Sheet (Assumed 1"=20' scale, 8 sheets).
  - Curb Ramp Detail Sheets (Assumed 4 per page at 1"=5', 7 sheets). Ramp details will include elevations, dimensions, and will show transitions to the existing concrete sidewalks.
  - Construction and City Standard Details (Assumed 3 sheets)
  - Striping and Signage Plans (Assumed 1"=20', 4 sheets).
- We plan on holding 4 meetings with the City at the following stages Project Kickoff, 30%, 90% and 100% plan submittal stages.
- Address plan check comments from the City at each submittal stage.

The above **Task 1.3** services will be provided for a **Fixed Fee of \$90,160**.

**Task 1.4: Cost Estimate & Specifications**

- Provide opinion of probable cost estimate based on the Construction Documents.
- Provide technical specifications, special provisions, and bid item descriptions to complete the project.
- Our understanding is that the City will provide their typical front-end bid document in word format and we will modify all of the information for this project.

The above **Task 1.4** services will be provided for a **Fixed Fee of \$7,550**.

**Optional Task 1.5: Geotechnical Analysis**

- Site reconnaissance to evaluate subsurface conditions at project site.
- Obtain City of Lindsay Encroachment Permit.
- Set up traffic control for the work.
- Field investigation consisting of coring/drilling 10 borings approximately 10 to 15 feet forevaluation of asphalt concrete and subsurface conditions.
- Backfill borings with soil covered with asphalt cold patch.
- Perform laboratory, 10R-Value tests on representative soil samples obtained from the borings.
- Provide 10 Gradations and Sand Equivalent Tests on the on-site Materials.
- Evaluate physical and index properties of the subsurface soils
- Provide 4 ASTM D-1557 Curves for backfill soil.

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- Evaluate existing Ag Base for suitability for re-use with the new project.
- Prepare pavement design recommendations based on R-Values, traffic index, and load equivalency factors. For Full Depth Pavement Reclamation and conventional asphalt over aggregate base.

The above **Task 1.5** services will be provided for a **Fixed Fee of \$13,225**.

**Optional Task 1.6: Alley and Drive Approach Design**

- Design alley approaches and drive approaches in compliance with City of Lindsay standards and ADA guidelines.
  - Alley and Drive Approach Details (Assumed 4 per page at 1"=5', 9 sheets). Alley and drive approach details will include elevations, dimensions, and will show transitions to the existing concrete sidewalks.
- Provide technical specifications and bid item descriptions for the alley and drive approach details to complete the project.
- Provide opinion of probable cost estimate based on the alley and drive approach details in the Construction Documents.

The above **Task 1.6** services will be provided for a **Fixed Fee of \$30,420**.

**STAGE 2**

**Optional Task 2.1: Bidding Phase Services**

- Hold Pre-Bid Meeting with Contractors
- Assist the City in maintaining Contractor Plan Holders List
- Provide supplemental instructions and clarifications to bidders as necessary. Produce addendums to modify the bid documents (plans and specs) as required.
- Assist the City in receiving bids.
- Tabulate bids after opening and recommend lowest awarded bidder to the City.

The above **Task 2.1** services will be provided for a **Fixed Fee of \$4,760**.

**STAGE 3**

**Optional Task 3.1: Construction Assistance**

- Attend the pre-construction meeting
- Respond to Requests for Information
- Review Submittals if requested by the City
- Issue Contract Document revisions as required
- Assist the City with Change Order review as required
- Review the contractor supplied SWPPP/Dust Control plan
- Draft a set of Record As-Built plans at project completion using information provided by the City/Contractor

The above **Task 3.1** services can be provided on a time and materials basis. We propose that the City budget **\$15,070** for these services. Our understanding is that the City plans to use our company on a very minimal basis during construction.

**Total Contract Amount without Optional Tasks 1.5, 1.6, 2.1, 3.1 = \$131,750**

**Total Contract Amount with Optional Tasks 1.5, 1.6, 2.1, 3.1 = \$195,225**

**City of Lindsay Responsibilities**

- Provide a draft set of front end bid specifications in Word format
- Provide record drawings for the project area if available
- Provide potholing as necessary to determine true utility locations
- Provide guidance to consultant scope of work questions

**Exclusions**

- Topographic survey of wet utility invert elevations
- Utility relocations
- Underground wet utility design for water, storm drain, and sanitary sewer
- Fire hydrant plans
- Street lighting plans
- Traffic signal and pedestrian push button plans
- Any work not specifically listed in this scope of services.

We are very excited to submit this proposal and look forward to continuing to develop a strong working relationship with the City of Lindsay. If you have any questions or need any additional information please feel free to give us a call to discuss.

Sincerely,



Kyle McDonald, PE 82531  
Public Works Dept. Manager



Matthew D. Ainley, PE 66233  
Principal-In-Charge

encl: 4Creeks, Inc. Fee Breakdown, 4Creeks Fee Schedule, Current Prevailing Wage Surveying Rates also attached



## 4Creeks, Inc. Fee Schedule – Professional

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:

Classification	Charges Per Hour	Classification	Charges Per Hour
<b>Civil Engineering Services</b>		<b>Construction Inspection (Non-Prevailing Wage)</b>	
Associate Engineer	<b>\$100</b>	Associate Construction Inspector	<b>\$110</b>
Engineer	<b>\$120</b>	Construction Inspector	<b>\$130</b>
Senior Engineer	<b>\$140</b>	Senior Construction Inspector	<b>\$150</b>
Principal Engineer	<b>\$170</b>		
<b>Planning Services</b>		<b>Construction Management</b>	
Associate Planner	<b>\$100</b>	Associate Construction Manager	<b>\$120</b>
Planner	<b>\$120</b>	Construction Manager	<b>\$140</b>
Senior Planner	<b>\$140</b>	Senior Construction Manager	<b>\$160</b>
Principal Planner	<b>\$160</b>		
<b>Structural Engineering Services</b>		<b>Technical Services</b>	
Associate Structural Engineer	<b>\$125</b>	Project Technician I	<b>\$60</b>
Structural Engineer	<b>\$135</b>	Project Technician II	<b>\$75</b>
Senior Structural Engineer	<b>\$145</b>	Project Technician III	<b>\$90</b>
		Project Technician IV	<b>\$100</b>
<b>GIS Services</b>		<b>Public Outreach Coordination</b>	
Associate GIS Technician	<b>\$90</b>	Associate Outreach Coordinator	<b>\$100</b>
GIS Technician	<b>\$100</b>	Outreach Coordinator	<b>\$120</b>
Senior GIS Technician	<b>\$120</b>		
<b>Utility Design Services</b>		<b>Water Consulting Services</b>	
Associate Designer	<b>\$110</b>	Associate Water Consultant	<b>\$100</b>
Designer	<b>\$120</b>	Water Consultant	<b>\$120</b>
Senior Designer	<b>\$130</b>	Senior Water Consultant	<b>\$140</b>
<b>Land Surveying Services</b>		<b>Executive Staff</b>	
Assistant Surveyor	<b>\$100</b>	Associate Executive	<b>\$120</b>
Land Surveyor	<b>\$120</b>	Executive	<b>\$130</b>
Senior Surveyor	<b>\$140</b>	Senior Executive	<b>\$140</b>
Principal Land Surveyor	<b>\$170</b>		
1-Man Survey Crew *	<b>\$115</b>	<b>Software Engineering Services</b>	
2-Man Survey Crew *	<b>\$185</b>	Associate Software Engineer	<b>\$75</b>
3-Man Survey Crew*	<b>\$250</b>	Software Engineer	<b>\$110</b>
Drone Pilot	<b>\$155</b>	Senior Software Engineer	<b>\$130</b>
<b>Expert Witness</b>			
Expert Witness	<b>\$205</b>		

### Direct Charges

At cost plus fifteen percent (15%):

- Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)
- Printing and reproduction: \$0.03 per b/w copy, \$0.12 per color copy, \$0.80 per sq. ft. large printing
- Equipment rentals, subcontractors, laboratory analyses
- Website Hosting Fees: \$15/mo. | \$150/annual

\*Prevailing wage rates by separate schedule – Varies by County





### 4Creeks, Inc. Fee Schedule – Professional

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:

Classification	Charges Per Hour
<b>Construction Inspection (Prevailing Wage)</b>	
Construction Inspector	<b>\$150</b>
Construction Inspector Over Time	<b>\$180</b>
Construction Inspector - Sunday	<b>\$210</b>
<b>Land Surveying (Prevailing Wage)</b>	
1-Man Survey Crew – Tulare County	<b>\$150</b>
1-Man Survey Crew – Fresno County	<b>\$150</b>
1-Man Survey Crew – Kings County	<b>\$150</b>
1-Man Survey Crew – Kern County	<b>\$150</b>
1-Man Survey Crew – Merced County	
2-Man Survey Crew – Tulare County	<b>\$280</b>
2-Man Survey Crew – Fresno County	<b>\$280</b>
2-Man Survey Crew – Kings County	<b>\$280</b>
2-Man Survey Crew – Kern County	<b>\$280</b>
2-Man Survey Crew – Merced County	<b>\$280</b>

#### Direct Charges

At cost plus fifteen percent (15%):

- *Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)*
- *Printing and reproduction: \$0.03 per b/w copy, \$0.12 per color copy, \$0.75 per sq. ft. large printing*
- *Equipment rentals, subcontractors, laboratory analyses*

# Hermosa St. Rehab - Homassel Ave. to Foothill Ave.

Fee Breakdown

K. McDonald

Project Technician III	Project Tech IV	Associate Engineer	Senior Engineer	Principal Engineer	Senior Utility Designer	Krazan & Associates	Assistant Surveyor	Principal Land Surveyor	Survey Crew (2-Man Topo)	Reimbursable Expenses	TOTAL
\$90	\$100	\$100	\$140	\$170	\$130	\$1.15	\$100	\$170	\$280	Fee Vanes	

## Stage 1

### Task 1.1 - Topographic Survey

Field Research							9				\$900
Field Data Collection									67		\$18,760
Office Drafting							48				\$4,800
Right of Way								27			\$4,590
Project Management/Admin	1		2	1			1				\$640
											<b>\$29,690</b>

### Task 1.2 - Utility Coordination

Obtain Maps					4						\$520
Draft Maps in Topo					8						\$1,040
Draft Conflict Maps					8						\$1,040
Utility Applications and Coordination					12						\$1,560
Project Management/Admin	1		1								\$190
											<b>\$4,350</b>

### Task 1.3 - Construction Plans

30% Plans Submittal		35	120	35	15						\$22,950
90% Plans Submittal		85	230	60	35						\$45,850
100% Plans Submittal		10	30	15	10						\$7,800
Project Management/Admin	4		10	30	40					\$1,200.00	\$13,560
											<b>\$90,160</b>

### Task 1.4 - Cost Est. & Specs

30% Submittal			8	4							\$1,360
90% Submittal			12	12	10						\$4,580
100% Submittal			8								\$800
Project Management/Admin	1			2	2					\$100.00	\$810
											<b>\$7,550</b>

### Optional Task 1.5 - Geotechnical Analysis

Geotech Subconsultant Costs							11500				\$13,225
											<b>\$13,225</b>

### Optional Task 1.6 - Alley & Drive Approach Details

30% Submittal		16	50	12	8						\$9,640
90% Submittal		32	100	25	12						\$18,740
100% Submittal			8	4	4						\$2,040
											<b>\$30,420</b>

## Stage 2

### Optional Task 2.1 - Bidding Phase Services

Pre-bid Meeting				3							\$510
Maintain Bid Holders List			6								\$600
Provide Supplemental Instructions and Addendums			10	5	4						\$2,380
Receive and Tabulate Bids			4								\$400
Project Management/Admin	1		1		4						\$870
											<b>\$4,760</b>

## Stage 3

### Optional Task 3.1 - Construction Assistance

Attend Precon Meeting				2							\$340
Respond to RFIs and Document Revisions during bid			30	10	6						\$5,420
Assist with Minimal Submittal Review				8	4						\$1,800
Assist with Minimal Change Order Review				8	4						\$1,800
Review Contractor SWPPP and Dust Control Plans				4							\$560
Draft Record As-Built Drawings			20	10	4					\$100.00	\$4,180
Project Management/Admin	1		2		4						\$970
											<b>\$15,070</b>

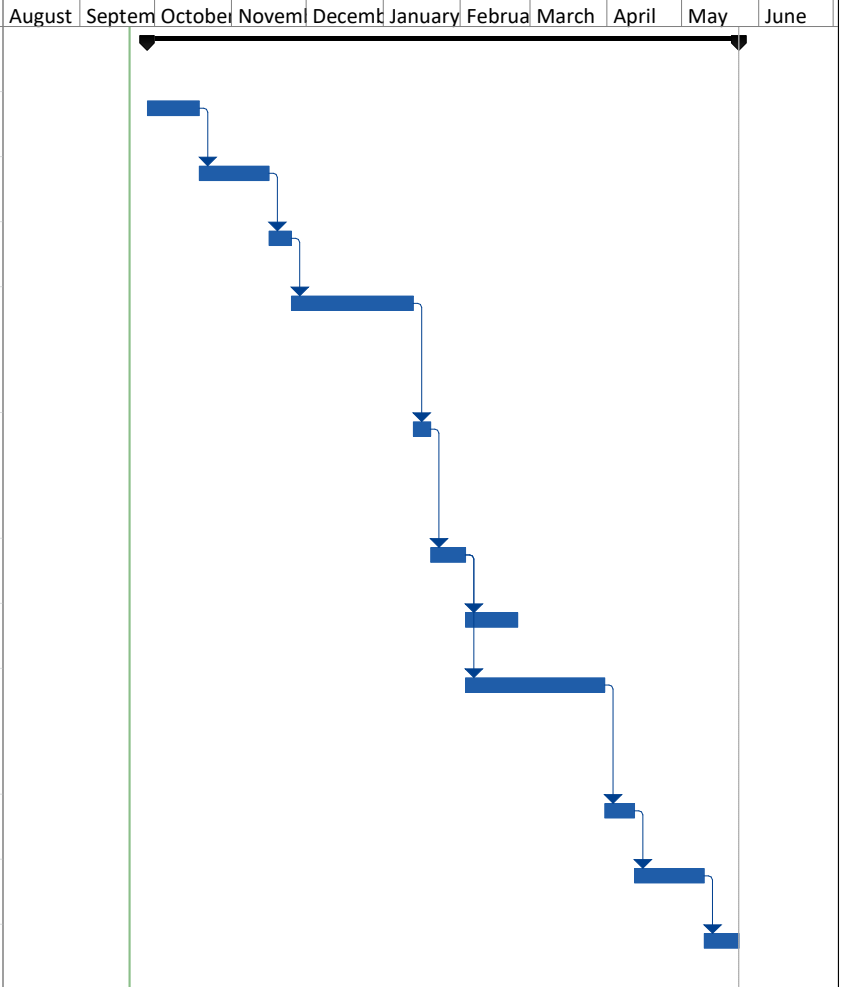
### TOTAL:

9	178	650	246	172	32	\$ 11,500.00	58	27	67	\$1,400.00	
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TOTAL CONTRACT AMOUNT w/o OPTIONAL TASKS = \$131,750

TOTAL CONTRACT AMOUNT w/ OPTIONAL TASKS = \$195,225

ID	Task Name	Predecessor	Duration	Start	Finish	August	Septem	October	Novem	Decem	January	Februa	March	April	May	June
1	<b>Hermosa Street Rehab Project</b>		<b>170 days</b>	<b>Tue 9/28/21</b>	<b>Mon 5/23/22</b>											
2	Council Award 9/28/21 - Start Proc		15 days	Tue 9/28/21	Mon 10/18/21											
3	Topographic Survey	2	20 days	Tue 10/19/21	Mon 11/15/21											
4	Dry Utilities into Topo	3	7 days	Tue 11/16/21	Wed 11/24/21											
5	30% Plans-Estimate for Internal Review	4	35 days	Thu 11/25/21	Wed 1/12/22											
6	30% 4Creeks Quality Control Review and Edits	5	5 days	Thu 1/13/22	Wed 1/19/22											
7	30% City of Lindsay Review	6	10 days	Thu 1/20/22	Wed 2/2/22											
8	City Potholing	7	15 days	Thu 2/3/22	Wed 2/23/22											
9	90% Plans-Specs-Estimate for Internal Review	7	40 days	Thu 2/3/22	Wed 3/30/22											
10	90% 4Creeks Internal Review	9	8 days	Thu 3/31/22	Mon 4/11/22											
11	90% City of Lindsay Review	10	20 days	Tue 4/12/22	Mon 5/9/22											
12	100% PS&E Submittal	11	10 days	Tue 5/10/22	Mon 5/23/22											



Project: 21329-Hermosa Street Re Date: Tue 9/21/21	Task		Inactive Task		Start-only	
	Split		Inactive Milestone		Finish-only	
	Milestone		Inactive Summary		Deadline	
	Summary		Manual Task		Progress	
	Project Summary		Duration-only		Manual Progress	
	External Tasks		Manual Summary Rollup			
	External Milestone		Manual Summary			

September 21, 2021

Proposal No. P714-21

Mr. Kyle McDonald  
4-Creeks, Inc.  
324 S. Santa Fe Street, Suite A  
Visalia, California 93292

**Re: Cost Estimate for Pavement Rehabilitation Design/Analysis**  
**Proposed Hermosa Street Rehabilitation**  
E. Hermosa Street from Homassel to Foothill  
Lindsay, California

Dear Mr. McDonald:

In accordance with your request, we are submitting this cost estimate for providing Pavement Rehabilitation Design Services for the above-referenced project.

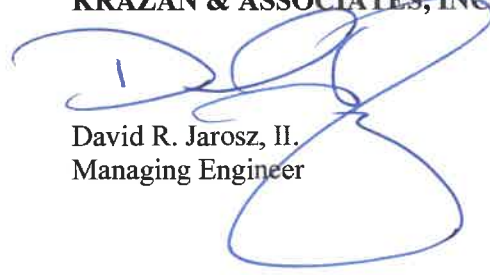
The cost estimate for the Pavement Rehabilitation Design Services is listed in the table below:

Description	Total
<p><b><i>Pavement Rehabilitation Design</i></b></p> <ol style="list-style-type: none"> <li>1. Site reconnaissance to evaluate subsurface conditions at project site.</li> <li>2. Obtain City of Lindsay Encroachment Permit.</li> <li>3. Set up traffic control for the work.</li> <li>4. Field investigation consisting of coring/drilling 10 borings approximately 10 to 15 feet for evaluation of asphalt concrete and subsurface conditions.</li> <li>5. Backfill borings with soil covered with asphalt cold patch.</li> <li>6. Perform laboratory, 10 R-Value tests on representative soil samples obtained from the borings.</li> <li>7. Provide 10 Gradations and Sand Equivalent Tests on the on-site Materials.</li> <li>8. Evaluate physical and index properties of the subsurface soils</li> <li>9. Provide 4 ASTM D-1557 Curves for backfill soil</li> <li>10. Evaluate existing Ag Base for suitability for re-use with the new project</li> <li>11. Prepare pavement design recommendations based on R-Values, traffic index, and load equivalency factors. For <b>Full Depth Pavement</b> Reclamation and conventional asphalt over aggregate base.</li> </ol>	<p>\$11,500.00</p>
<b>TOTAL:</b>	<b>\$11,500.00</b>

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If you have any questions, or if we may be of further assistance, please do not hesitate to contact our office at (559) 348-2200.

Respectfully submitted,  
**KRAZAN & ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read 'D. Jarosz, II.', is written over the company name.

David R. Jarosz, II.  
Managing Engineer

DRJ/kw



**AGREEMENT FOR  
GEOTECHNICAL ENGINEERING SERVICES**

**THIS AGREEMENT** is made by and between KRAZAN & ASSOCIATES, INC., hereinafter referred to as “Consultant”, and 4-Creeks, Inc., hereinafter referred to as “Client.” This Agreement between the parties consists of the TERMS AND CONDITIONS (below), the attached PROPOSAL titled “Hermosa Street Rehabilitation,” file number P714-21, dated September 21, 2021 (“PROPOSAL”), and any exhibits or attachments cited in the PROPOSAL, which are incorporated in full by this reference. This Agreement, executed in Clovis, CA, is effective as of the date this Agreement is countersigned by Krazan & Associates, Inc, or the date on which Consultant initiates services as scheduled by Client, whichever occurs earlier. The parties agree as follows:

**1. DEFINITIONS**

**1.1. Contract Documents.** Plans, specifications, and agreements between Client and Contractor, including addenda, amendments, supplementary instructions, and change orders.

**1.2. Contractor.** The contractor or contractors, and including its/their subcontractors of every tier, retained to construct the Project for which Consultant is providing Services under this Agreement.

**1.3. Day(s).** Calendar day(s) unless otherwise stated.

**1.4. Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous materials, toxic substances or pollution.

**1.5. Services.** The professional services provided by Consultant as set forth in this Agreement, the Scope of Services and any written Change Order, Task Order or amendment to this Agreement, and where Consultant’s services are to be provided during the Construction Phase of the project as scheduled by the Client’s Contractor through oral or written communication.

**1.6. Work.** The labor, materials, equipment and services of the Contractor required to complete the work described in the Contract Documents.

**1.7. Fee Schedule.** Consultant’s standard annual fee schedule unless project specific fee schedule is provided.

**1.8 Inspection (or Observation).** Visual determination of conformance with specific or, on the basis of Consultant’s professional judgment, general requirements.

**1.9 Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

**1.10. Construction.** Site improvement activities including but not limited to site clearing, demolition, excavation, grading, installation of remediation equipment, implementation of bioremediation, or construction of structures.

**1.11. Governmental Agencies.** All federal, state and local agencies having jurisdiction over the Project.

**2. SCOPE OF SERVICES**

Consultant will perform the Scope of Services set forth in the attached PROPOSAL.

**2.1. Changes in Scope.** If Consultant provides Client with a writing confirming a change in the PROPOSAL or the Services, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Consultant on the Project, whether requested and/or authorized by Client by oral or written communication, are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the PROPOSAL, Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 18, “Disputes.”

**2.2. Licenses.** Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.

**2.3. Excluded Services.** Consultant’s Services under this Agreement include only those Services specified in the PROPOSAL.

**2.3.1. General.** Client expressly waives any claim against Consultant resulting from its failure to perform recommended additional Services that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.

**2.3.2. Biological Pollutants.** Consultant’s PROPOSAL specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term “Biological Pollutants” includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Consultant’s PROPOSAL will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Consultant has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Consultant from all claims by any third party concerning Biological Pollutants, except for damages caused by Consultant’s sole negligence.

**2.4. Changes in Schedule.** Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically stated in the PROPOSAL.

**2.5 Sampling, Inspection & Test Locations.** Unless specifically stated otherwise, the Scope of Services does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Company will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the Scope of Services.

**3. PAYMENTS TO CONSULTANT**

**3.1. Basic Services.** Consultant will perform all Services set forth in the attached PROPOSAL on a lump sum/fixed fee basis as set forth therein.

**3.2. Additional Services.** Any additional services performed under this Agreement will be provided on a time and materials basis above and beyond any prior quoted estimate, not-to-exceed or lump sum fee unless otherwise specifically agreed to in writing by both parties.

**3.3. Estimate of Fees.** Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The provision of an estimate of fees or a cost estimate is not a guarantee that the Services will be completed for that amount; Consultant’s Services shall continue on a time and expense basis to completion unless directed otherwise by Client. Furthermore, the provision of a “not to exceed” limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates

that Consultant will not incur fees and expenses chargeable to Client in excess of the “not to exceed” limitation amount without notifying Client in writing that the “not-to-exceed” amount has been reached and that Services will continue on a time and materials basis unless directed by Client to discontinue any further Services.

**3.4. Rates.** Client will pay Consultant at the rates set forth in the Fee Schedule.

**3.4.1. Changes to Rates.** Client and Consultant agree that the Fee Schedule is applicable only through December 31 of the year published, unless stated otherwise in the PROPOSAL, and is subject to periodic review and amendment, as appropriate to reflect Consultant’s then-current fee structure. Unless otherwise provided for in the PROPOSAL, where projects are on-going beyond December 31 of the year the services were initiated, the rates presented in the PROPOSAL and Fee Schedule are subject to an annual cost of living adjustment based on the consumer price index for the geographic area where our services are being provided. Notwithstanding the foregoing, where Prevailing Wage regulations apply Consultant’s labor rates are subject to revision based on determinations made by the governing agency. Where labor rates are increased during the course of the project Consultant’s billing rates presented in the PROPOSAL and the Fee Schedule shall be increased proportionally with respect to any mandated labor and/or benefits rate increases unless otherwise stipulated in the PROPOSAL. In the event that the cost of fuel increases 10 percent or more over the course of the project a fuel surcharge may be imposed to recoup the added costs incurred by Consultant. Consultant will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Section 17, “Termination.”

**3.4.2. Prevailing Wages.** Unless Client specifically informs Consultant in writing that prevailing wage regulations cover the Project and the Scope of Services identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys’ fees.

**3.5. Payment Timing; Late Charge.** Consultant shall invoice Client no more frequently than once per month for Services rendered. All invoices are due and payable upon receipt. Upon Consultant’s approval of Client for 30-day payment terms Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. The invoice amounts shall be presumed to be correct unless Client notifies Consultant in writing. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and promptly pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Payment thereafter will first be applied to accrued late payment charges interest on unpaid undisputed charges and then to the unpaid principal amount. Consultant reserves the right to apply payments to Client’s outstanding invoices from oldest to most recent, regardless of project or invoice designation on checks received. All amounts unpaid when due will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law on the unpaid balance from the invoice date until the invoice is paid. Consultant reserves the right to require payment in full on any and all invoices on Client’s account regardless of project prior to releasing field notes, laboratory test data, photographs, analyses and/or reports. All undisputed amounts due to Consultant by Client shall be paid in full prior to Consultant’s release of final reports or other required forms of certified or verified reports. If the account becomes delinquent, the Client will reimburse Consultant for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount. Consultant shall not be bound by any provision or agreement conditioning Consultant’s right to payment upon payment by a third party. In the event of a legal action for invoice amounts not paid, attorneys’ fees, court costs, and other related expenses shall be paid to the prevailing party. Client’s failure to pay Consultant when due will constitute a substantial failure of Client to perform under this Agreement and Consultant will have the right to stop all current work and withhold letters, reports, or any verbal consultation until the invoice is paid in full. In the event that Client fails to pay Consultant within sixty (60) days after any invoice is rendered, Client agrees that Consultant will have the right to consider the failure to pay Consultant’s invoice as a breach of this Agreement. If the Client requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100 per invoice may be charged plus \$1 per page of back-up data.

#### **4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES**

**4.1. Standard of Care.** Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant may perform its Services consistent with that level of care and skill ordinarily exercised by other professional Consultants practicing in the same locale and under similar circumstances at the time the Services are performed. No other representation and no warranty or guarantee, express or implied, is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

**4.2. Level of Service.** Consultant offers different levels of professional consulting services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Although risk associated with site acquisition or development can never be eliminated, more detailed and extensive investigations yield more information. It is for these reasons that Client must determine the level of Services adequate for its purposes. Client has reviewed the PROPOSAL and has determined that it does not need or want a greater level of Services than that specifically identified in the PROPOSAL.

**4.3. No Warranty.** Client recognizes the inherent risks connected with property transactions and site development, and understands when signing that those risks are not entirely eliminated through the services of Consultant. Client recognizes that opinions relating to geologic or environmental conditions, including those associated with air, soil and groundwater, are based on limited data and that actual surface and subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made. Client also recognizes that site conditions may change with time, conditions may vary from those encountered at the times when and locations where the data are obtained, despite the use of due professional care. Therefore, in signing this Agreement the Client understands that Consultant is not providing a warranty or assurance as to the surface and subsurface conditions throughout the site, or the performance of the project. Consultant’s tests and observations of the Work by third parties not under contract to Consultant are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements. This Agreement neither makes nor intends a warranty or guarantee, express or implied, of any type nor does it create a fiduciary responsibility to Client by Consultant.

#### **5. CONSTRUCTION PHASE SERVICES**

**5.1. Construction Observation.**



If Consultant's PROPOSAL includes observation and/or testing during the course of construction, which may include or consist of site remediation activities, Consultant may:

**5.1.1. Site Meetings & Visits.** Consultant will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the PROPOSAL or, if not specified in the PROPOSAL, at intervals as Consultant deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Consultant may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Consultant may not be on site continuously; and, unless expressly agreed otherwise, Consultant will not observe all of the Work. Consultant will report any observed geotechnical related Work to the Client which, in Consultant's professional opinion, does not conform with plans and specifications.

**5.1.2. Contractor's Performance.** Consultant does not, and cannot, warrant or guarantee that all of the geotechnical related Work performed by Contractor meets the requirements of Consultant's recommendations or the plans and specifications for such Work; nor can Consultant be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Consultant. No action of Consultant or Consultant's representative can be construed as altering any Agreement between the Client and others. Consultant has no right to reject or stop work of any agent of the Client. Such rights are reserved solely for the Client.

**5.1.3. Contractor's Responsibilities.** Consultant will not supervise, direct or have control over the Work nor will Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work. Client understands and agrees that Contractor, not Consultant, has sole responsibility for the safety of persons and property at the Project Site, and that Consultant shall not be responsible for job site safety or the evaluating and reporting of job conditions concerning health, safety or welfare.

**5.1.4. Final Report.** At the conclusion of Construction Phase Services, Consultant will provide Client with a written report summarizing the tests and observations, if any, made by Consultant.

**5.2. Review of Contractor's Submittals.** If included in the Scope of Services, Consultant will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Consultant will review such submittals solely for general conformance with Consultant's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

**5.3. Tests.** Tests performed by Consultant on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Consultant's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

**5.4. Retention of Third Party Consultant.** The review of plans and specifications, and the observation and testing of earthwork related construction activities by Consultant are integral elements of the Services where Consultant is to remain in the capacity of Geotechnical Engineer-Of-Record through construction of the project. Client shall have the right to retain a party other than Consultant (Third Party Consultant) for review of plans and specifications, and the observation and testing of earthwork related construction activities. In the event that a Third Party Consultant is retained by Client for those services, Client agrees that they will require the Third Party Consultant to contractually agree to the assumption of the role of Geotechnical Engineer-Of-Record for the project including all responsibilities and liabilities. Client further agrees to indemnify and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities") from and against any and all claims, suits, liabilities, damages, expenses (including reasonable attorney's fees and costs of defense), or other losses related to the geotechnical engineering aspects of the project.

## **6. CLIENT'S RESPONSIBILITIES**

In addition to payment for the Services performed under this Agreement, Client agrees to:

**6.1. Cooperation.** Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.

**6.2. Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

**6.3. Rights of Entry.** Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s) and any improvement located thereon. However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated in the PROPOSAL. If client desires or requires Consultant to restore the site to its former condition, upon written request Consultant will perform such additional work as is necessary and Client agrees to pay to Consultant the cost thereof.

**6.4. Relevant Information.** Supply Consultant with all information and documents in Client's possession or knowledge which are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

**6.5. Subsurface Structures.** If the Services require invasive subsurface exploratory work, Client will provide Consultant with all information in its possession regarding the location of underground utilities and structures or mark on the property, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Consultant to any such structure or utility not so designated. Consultant is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Consultant. Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees, as a result of personal injury, death or property damage occurring with respect to Consultant's performance of its work and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to Consultant by Client.

**6.6. Project Information.** Client agrees to provide Consultant within 5 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein, and the identity and address of any construction lender.

**7. CHANGED CONDITIONS**

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Section 17, "Termination."

**8. HAZARDOUS MATERIALS**

Client understands that Consultant's Services under this Agreement are limited to geotechnical engineering and that Consultant has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or encountered during the performance of this Agreement.

Client warrants that a reasonable effort to inform Consultant of known or suspected hazardous materials on or near the project site has been made. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated Hazardous Materials constitutes a changed condition under this Agreement mandating a renegotiation of the scope of services or termination of services. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, and regulatory bodies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site(s), or encountered during the performance of this Agreement. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client agrees that it is the Client's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by Consultant under this Agreement.

**9. CERTIFICATIONS**

Client agrees not to require that Consultant execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guarantee, either express or implied.

**10. ALLOCATION OF RISK**

**10.1. Limitation of Liability.** The total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities"), to Client and its successors, all parties included as additional insured on Consultant's insurance policies and those parties granted report reliance rights by Consultant and all of their respective shareholders, directors, officers, employees and agents (collectively "Client Entities") arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Consultant under this Agreement or fifty thousand dollars (\$50,000.00), whichever is greater; provided, however, that such liability is further limited as described below. This limit is an aggregate limit with respect to all services on the project, whether provided under this, prior or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Consultant's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Consultant's fee, provided that they amend this Agreement in writing as provided in Section 19. Consultant Entities and Client Entities also agree that the Client Entities will not seek damages in excess of the limitations indirectly through suits with other parties who may join Consultant as a third-party defendant.

**10.2. Indemnification.** Client will indemnify, defend and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities") from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Consultant's negligence, Client waives any claim against Consultant, and to the maximum extent permitted by law, expressly agrees to defend, indemnify and hold harmless Consultant Entities from and against any and all Losses, arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

**10.3. Consequential Damages.** Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages of whatever nature including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, loss of profits, loss of revenue, or loss of inventory, or for use charges, cost of capital, or claims of the other party and/or its customers, which may arise directly or indirectly as a result of the Services provided by Consultant under this Agreement.

**10.4. Continuing Agreement.** The provisions of this Section 10, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 10 will apply to such Services as if the parties had executed an amendment.

**10.5. No Personal Liability.** Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Consultant" on the first page of this Agreement.



## 11. INSURANCE

**11.1. Consultant's Insurance.** Consultant carries Statutory Workers' Compensation and Employer's Liability Insurance; Commercial General Liability Insurance for bodily injury and property damage; Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles; and Professional Liability Insurance. Certificates of insurance can be furnished upon written request but may not be processed unless accompanied by a signed Agreement. Client agrees not to withhold payment to Consultant for Client's failure to make such a timely request and such requests may not be honored if made after final completion of authorized Services. Additional charges may apply for Waiver of Subrogation and Additional Insured Endorsements. Consultant assumes the risk of damage caused by Consultant's personnel to Consultant's supplies and equipment.

**11.2. Contractor's Insurance.** Client shall require that all Contractors and subcontractors for the Project name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Consultant and its subcontractors and subconsultants as additional insureds on the General Liability insurance. Upon request, Client will provide Consultant with certificate(s) of insurance evidencing the existence of the policies required herein.

## 12. OWNERSHIP AND USE OF DOCUMENTS

**12.1. Client Documents.** All documents provided by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain file copies of such documents.

**12.2. Consultant's Documents.** Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of Services, including, but not limited to, Consultant's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are instruments of professional service, not products, and are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described below.

**12.3. Use of Documents.** All Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity without Consultant's prior written consent.

**12.3.1. Use by Client.** Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

**12.3.2. Use by Consultant.** Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

**12.4. Electronic Media.** Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation; the paper original issued by Consultant will remain the final documentation of the Services.

**12.5. Unauthorized Reuse.** No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

## 13. SAMPLES AND CUTTINGS

**13.1. Sample Retention.** If Consultant provides laboratory testing or analytic Services, Consultant will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 30 days after issuance of any Documents that include the data obtained from these samples. All samples shall remain the property of the Client and in the absence of evidence of contamination Consultant shall dispose of samples for the Client. All samples will be disposed of or destroyed after the thirty (30) day period unless Consultant is otherwise advised. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances. Upon request, Consultant will deliver samples to the Client or will store them for an agreed delivery or storage charge.

**13.2. Monitoring Wells.** Client will take custody of all monitoring wells and probes installed during an investigation by Consultant, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

**13.3. Cuttings.** All cuttings, drilling fluid and wash water shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of cuttings, drilling fluids, wash water and hazardous materials, unless otherwise agreed in writing.

## 14. RELATIONSHIP OF THE PARTIES

Consultant will perform Services under this Agreement as an independent contractor.

## 15. ASSIGNMENT AND SUBCONTRACTS

During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

## 16. SUSPENSION AND DELAYS

**16.1. Procedures.** Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's Services for more than 60 days and Client will pay Consultant as set forth under Section 17, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current Fee Schedule for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.



**16.2. Liability.** Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

## 17. TERMINATION

**17.1. Termination for Convenience.** Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

**17.2. Termination for Cause.** In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 5 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 5-day period.

**17.3. Payment on Termination.** Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current Fee Schedule.

## 18. DISPUTES

**18.1. Mediation.** All disputes between Consultant and Client, except those involving Client's failure to pay undisputed invoices as provided herein, are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon, in accordance with the rules of the American Arbitration Association.

**18.2. Precondition to Other Action.** No action or suit, except those involving Client's failure to pay undisputed invoices as provided herein, may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice. If the matter is referred to arbitration, the arbitration shall be conducted in Fresno County, California. The arbitrator shall be appointed within 60 days of the arbitrators' receipt of a written request to arbitrate the dispute. The arbitrator shall be authorized to provide all recognizable remedies available in law or equity for any cause of action that is the basis of the arbitration (to the extent such remedy is not otherwise precluded under this Agreement), provided that (i) the arbitrator shall not have the authority to award punitive damages, and (ii) each party shall bear its own costs and attorney's fees related to the arbitration.

**18.3. Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state of California. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, or unless the parties agree otherwise, any mediation or other legal proceeding will occur in Fresno County, California. Client waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction. The prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, reasonable attorney's fees, and other claim related direct expenses.

**18.4. Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

## 19. MISCELLANEOUS

**19.1. Integration and Severability.** This Agreement reflects the entire agreement of the parties with respect to its terms and conditions, and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

**19.2. Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

**19.3. Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail with return receipt (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

**19.4. Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

**19.5. Waiver.** The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

**19.6. Survival.** These terms and conditions survive the completion of the Services and/or the termination of this Agreement, whether for cause or for convenience.

**19.7. Warranty Of Authority To Sign, Personal Guarantee.** The person signing this contract warrants that he/she has authority to sign on the behalf of the Client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered. Further, if Client fails to perform and is in breach of this Agreement the person signing this Agreement agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered.

**19.8. Precedence.** These Terms and Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Consultant's Services.

**19.9. Incorporation of Provisions Required By Law.** Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

## 20. HAZARDOUS MATERIALS RISKS

Client recognizes that, while necessary for subsurface investigations, commonly used exploration methods, such as drilling borings, pushing probes or excavating trenches, involve an inherent risk. These exploration methods may penetrate through an aquifer of contaminated fluid and serve as a connecting passageway between the contaminated aquifer and an uncontaminated aquifer or groundwater, inducing cross-contamination. While backfilling with grout or by other means, according to the state of practice, is intended to provide a seal against such passageway, it is

recognized that such a seal may be imperfect and there is an inherent risk of cross-contamination when drilling borings, pushing probes excavating trenches or implementing other methods of exploration in connection with a contaminated site. Client recognizes that the state of practice, particularly with respect to contaminated site and materials conditions, is changing and evolving. While Consultant is required to perform in reasonable accordance with the standards in effect at the time the services are performed, it is recognized that those standards may subsequently change because of improvements in the state of practice.

Client recognizes that Consultant’s failure to detect the presence of hazardous materials at a site, even though hazardous materials may be assumed or expected to exist through the use of appropriate and mutually agreed upon sampling techniques, does not guarantee that hazardous materials do not exist at the site. Similarly, Client recognizes that Consultant’s subsurface explorations may not encounter hazardous materials at a site, which may later be affected by hazardous materials due to natural phenomena or human intervention. Client recognizes that the state of practice, particularly with respect to contaminated site and materials conditions, is changing and evolving. While Consultant is required to perform in reasonable accordance with the standards in effect at the time the services are performed, it is recognized that those standards may subsequently change because of improvements in the state of practice. Client agrees to waive any claim against Consultant and agrees to defend, indemnify, and hold Consultant harmless from claims or liability for injury or loss arising from Consultant’s failure to detect the presence of hazardous materials through techniques commonly employed for the purpose.

All laboratory and field equipment contaminated in performing Consultant’s services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

**21. ENTIRE AGREEMENT**

This Agreement between the parties consists of these Terms and Conditions, the PROPOSAL by the Consultant, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. The Parties have read the foregoing, understand completely the terms, and willingly enter into this Agreement. This Agreement was developed to be fair and reasonable to both parties. The terms of this Agreement will prevail over any different or additional terms in Client’s purchase order or other forms provided by Client to Consultant as part of the authorization process unless agreed in writing by Consultant. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly. Consultant’s acceptance of this Agreement is pending credit review and a retainer fee may be required.

**Client: 4-CREEKS, INC.**

**Consultant: KRAZAN & ASSOCIATES, INC.**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



## STAFF REPORT

TO: Lindsay City Council  
 FROM: Neyba Amezcua, City Services Assistant Director  
 DEPARTMENT: City Services  
 ITEM NO.: 8.5  
 MEETING DATE: September 28, 2021

### ACTION & RECOMMENDATION

Consider the Approval of Resolution No. 21-41, Authorizing the City Manager to Execute Program Supplemental Agreement with Tulare County Association of Governments (TCAG) for the Demolition & Design Phases of the Lindsay Transit Center Project.

### BACKGROUND | ANALYSIS

Tulare County Association of Governments (TCAG) requires that projects utilizing funds from Measure R programs have an approved Program Supplemental Agreement executed between TCAG and the funded jurisdiction.

The Measure R Expenditure Plan Table 5, as amended in 2017, identifies a total of \$3 million for Transit Service expansion category (100K per year allocation) in the City of Lindsay. The City has utilized these funds for acquiring the packing house located at 240 N Mt. Vernon St to be used as the future Lindsay Transit Center.

This supplemental agreement will allow the City to access funds to start the process of requesting proposals for the demolition (Project 1) of the packing house at 240 N. Mt Vernon St as well as procure the architectural/engineering consultant contract (Project 2) to begin design and prepare construction plans for the Transit Center.

### FISCAL IMPACT

Demolition Phase:	\$250,000
Design Phase:	<u>\$250,000</u>
<b>Total Estimate:</b>	<b>\$500,000</b>

<b>Measure R Funds:</b>	\$500,000
<b>City Funds:</b>	\$ 0

### ATTACHMENTS

- Resolution No. 21-41
- Measure R Program Supplemental Agreement



## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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**NUMBER** 21-41

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING THE CITY MANAGER TO EXECUTE PROGRAM SUPPLEMENTAL AGREEMENT WITH TULARE COUNTY ASSOCIATION OF GOVERNMENTS (TCAG) FOR THE DEMOLITION & DESIGN PHASES OF THE LINDSAY TRANSIT CENTER PROJECT.

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on September 28, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, on November 7, 2006 the citizens of Tulare County approved Measure R and the Measure R expenditure Plan; and

**WHEREAS**, the Expenditure Plan was amended by Amendment No. 4 on August 21, 2017; and

**WHEREAS**, the Expenditure Plan, as amended, identifies funding for Transit Projects in the City of Lindsay; and

**WHEREAS**, the City of Lindsay has requested to use a portion of the Measure R funding set aside for the Demolition & Design of the Lindsay Transit Center; and

**WHEREAS**, a Measure R program supplement is necessary to make the funding available to the City of Lindsay for the project.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The City Manager, or his designee, is authorized to execute an agreement with TCAG to facilitate the reimbursement of City funds spent for the Demolition & Design Project of the Lindsay Transit Center with Measure R funds

SECTION 2. This resolution shall be effective immediately upon its approval and adoption.

SECTION 3. The Mayor, or presiding officer, is hereby authorized to affix their signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or their duly appointed deputy, is directed to attest thereto.

**PASSED AND ADOPTED** by the City Council of the City of Lindsay as follows:



## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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MEETING DATE	September 28, 2021
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

\_\_\_\_\_  
MAYRA ESPINOZA-MARTINEZ  
CITY CLERK

\_\_\_\_\_  
RAMONA CAUDILLO  
MAYOR



**MEASURE R PROGRAM**  
**SUPPLEMENT TO COOPERATIVE AGREEMENT**  
AUTHORITY Agreement No. \_\_\_\_\_

This Program Supplement is made and entered into on \_\_\_\_\_, by and between the CITY OF LINDSAY (SPONSOR) and the TULARE COUNTY TRANSPORTATION AUTHORITY (AUTHORITY).

This Program Supplement hereby incorporates the "Measure R Cooperative Agreement" which was entered into between the SPONSOR and the AUTHORITY on May 30, 2007 and is subject to all terms and conditions thereof.

SPONSOR approved this Program Supplement on \_\_\_\_\_, under authority of the Resolution No. 21-41.

Project scope, costs and schedule are incorporated herein as Attachment "A" and agreed upon by Sponsor and Authority for Projects: Lindsay Transit Center Demolition & Design.

**Covenants of Sponsor**

1.1. By entering into this Program Supplement, SPONSOR agrees that it will only proceed with work authorized for specific phase(s) of the Project with written "Authorization to Proceed" or other AUTHORITY approval and will not proceed with future phase(s) of this Project(s) prior to receiving a written "Authorization to Proceed" or other AUTHORITY approval.

1.2. The SPONSOR will advertise, award, and administer the Project(s) in accordance with SPONSOR standards.

1.3. Contract award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the Project contract award.

1.4. Failure to submit contract award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase of the Project.

1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of Project(s) activity along with target billing date and target billing amount.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

TULARE COUNTY TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Theodore Smalley, Executive Director

ATTEST: \_\_\_\_\_  
Leslie Davis, Finance Director

CITY OF LINDSAY

By: \_\_\_\_\_  
Joseph Tanner, City Manager

ATTEST: \_\_\_\_\_  
Mayra Espinoza-Martinez, City Clerk

**MEASURE R PROGRAM**  
**SUPPLEMENT TO COOPERATIVE AGREEMENT**  
AUTHORITY Agreement No. \_\_\_\_\_

**ATTACHMENT A**

**Project Scope:** Lindsay Transit Center: Demolition (Phase I) & Design (Phase II) Projects.

The scope of work for these projects will include two phases, as follows:

1. Phase I- Demolition. This phase will hire a contractor to demolish the existing packing house building within the property of the proposed Lindsay Transit Center.
2. Phase II-Design. This phase will hire a Consultant to design and prepare plans & specifications for the proposed Lindsay Transit Center.

**Project Schedule:**

Demolition:	November - March 2022
Design:	December - May 2022

**Sources and Use of Funds:**

Demolition Phase:	\$250,000
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Design Phase:	<u>\$250,000</u>
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<b>Estimate:</b>	<b>\$500,000</b>
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Measure R Funds:	\$500,000
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<b>Total</b>	<b>\$500,000</b>
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## STAFF REPORT

TO: Lindsay City Council  
FROM: Neyba Amezcua, City Service Assistant Director  
DEPARTMENT: City Services  
ITEM NO.: 9.1  
MEETING DATE: September 28, 2021

### **ACTION & RECOMMENDATION**

Consider the Rejection of Bids Received in Response to the 2021 Street Seal & Rubberized Cape Seal Projects (Projects No. CS21-08 and CS21-09) and Authorize Staff to Re-Bid.

### **BACKGROUND | ANALYSIS**

The 2021 Street Seal & Rubberized Cape Seal Projects were advertised as one package. Staff started advertising the Notice of Inviting Bids on August 31, 2021 with a submittal deadline of September 22, 2021 at 1:30 pm.

On September 22, 2021, the City engineer technician was informed by a subcontractor that their submitted proposal for the bid line item “Striping” was based on the technical specifications noting a “Water based paint” and not a “Thermoplastic Paint” as specified on the Bid Schedule.

As part of the Specifications of the project on **Section One B-Instruction to Bidders, 1B-03, Interpretation of Plans and Documents** “If any Bidder should find discrepancies in, or omissions from the Plans, Specifications, or other proposed contract documents, or if he should be in doubt as to the true meaning of any part thereof, he shall at once make a request to the City for correction, clarification, or interpretation of the points in question. The person submitting such a request shall be responsible for its prompt delivery. In the event that the City received such a request, and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in the documents, a written addendum will be mailed to each person to whom a set of contract documents has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to Bidders in any manner other than written addendum.”

Both Contractors failed to communicate in a timely manner with the City. If reported on time, this would have allowed Staff to issue an Addendum clarifying the conflict of the two different types of Stripping.

Staff consulted with City Attorney and options to correct the issue were presented to both Contractors. The lowest bidder did not comply with the request from the City; therefore, Staff is recommending to Council to reject the bids received and authorize the re-bidding of the projects.



## STAFF REPORT

### Summary of Bids Received:

No.	Contractor Name	Grand Total Amount For General Line Items + Category 1 + Category 2	Alternate No. 1	Grand Total Amount For General Line Items + Category 1 + Category 2 + Alternate No. 1
1	VSS International, Inc. (Sacramento)	\$ 778,000.00	\$ 16,000.00	\$ 794,000.00
2	American Pavement Systems, Inc. (Modesto)	\$ 979,170.00	\$ 19,830.00	\$ 999,000.00

Total Budget: \$1,508,100

### FISCAL IMPACT

None

### ATTACHMENTS

- Abstract of Bid Proposals Received

2021 Street Seal & Rubberized Cape Seal Projects

ABSTRACT

Bid Opening on September 22, 2021 at 1:30 pm

GENERAL LINE ITEMS						American Pavement Systems		VSS International	
						Lic No. 943792		Lic No. 293727	
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A	Mobilization and Demobilization	1.00	L.S.	\$ 125,000.00	\$ 125,000.00	\$ 139,940.34	\$ 139,940.34	\$ 61,801.85	\$ 61,801.85
B	Street Trees Clearance Pruning	1.00	L.S.	\$ 50,000.00	\$ 50,000.00	\$ 4,500.00	\$ 4,500.00	\$ 5,992.00	\$ 5,992.00
C-1	Installation of Solar Radar Speed Signs	16.00	E.A.	\$ 4,000.00	\$ 64,000.00	\$ 500.00	\$ 8,000.00	\$ 321.00	\$ 5,136.00
<b>TOTAL AMOUNT GENERAL LINE ITEMS</b>					<b>\$ 239,000.00</b>	<b>\$ 152,440.34</b>		<b>\$ 72,929.85</b>	

**CATEGORY 1 - SLURRY SEALS**

Ash - Slurry Seal									
<b>From</b>			<b>To</b>						
Property line south of Maple Valley Way			North City Limits						
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 1.00	\$ 1.00	\$ -	\$ -
3	Slurry seal type II	2,920.00	S.Y.	\$ 3.00	\$ 8,760.00	\$ 3.00	\$ 8,760.00	\$ 2.00	\$ 5,840.00
<b>TOTAL AMOUNT</b>					<b>\$ 16,260.00</b>	<b>\$ 9,361.00</b>		<b>\$ 6,240.00</b>	

Ono City - Slurry Seal									
<b>From</b>			<b>To</b>						
Sequoia Ave			Parkside Ave						
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 600.00	\$ 600.00	\$ 750.00	\$ 750.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,712.00	\$ 1,712.00
3	Slurry seal type II	5120.00	S.Y.	\$ 3.00	\$ 15,360.00	\$ 3.00	\$ 15,360.00	\$ 2.00	\$ 10,240.00
<b>TOTAL AMOUNT</b>					<b>\$ 20,360.00</b>	<b>\$ 17,660.00</b>		<b>\$ 12,702.00</b>	



Pelous Ranch Phase II - Slurry Seal									
From					To				
All Streets between Parkside and Bellah (up to Mandarin)									
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 4,500.00	\$ 4,500.00	\$ 600.00	\$ 600.00	\$ 2,000.00	\$ 2,000.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 1.00	\$ 1.00	\$ -	\$ -
3	Slurry seal type II	13612.44	S.Y.	\$ 3.00	\$ 40,837.32	\$ 3.00	\$ 40,837.32	\$ 2.00	\$ 27,224.88
<b>TOTAL AMOUNT</b>					\$ 47,837.32	\$ 41,438.32		\$ 29,224.88	

Frazier - Slurry Seal									
From					To				
Sweet Brier Gale Hill									
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 4,500.00	\$ 4,500.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
2	Thermoplastic Striping	1.00	L.S.	\$ 8,000.00	\$ 8,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,498.00	\$ 1,498.00
3	Slurry seal type II	3598.22	S.Y.	\$ 3.00	\$ 10,794.66	\$ 3.00	\$ 10,794.66	\$ 2.00	\$ 7,196.44
<b>TOTAL AMOUNT</b>					\$ 23,294.66	\$ 12,894.66		\$ 9,194.44	

Cambridge - Slurry Seal									
From					To				
Hermosa St Denver									
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 4,500.00	\$ 4,500.00	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 600.00	\$ 600.00	\$ 535.00	\$ 535.00
3	Slurry seal type II	2986.67	S.Y.	\$ 3.00	\$ 8,960.01	\$ 3.00	\$ 8,960.01	\$ 2.00	\$ 5,973.34
<b>TOTAL AMOUNT</b>					\$ 15,460.01	\$ 10,160.01		\$ 6,908.34	

Honolulu St - Slurry Seal									
From					To				
Mount Vernon Sweet Brier Ave									
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 3,500.00	\$ 3,500.00	\$ 600.00	\$ 600.00	\$ 300.00	\$ 300.00

2	Thermoplastic Striping	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,498.00	\$ 1,498.00
3	Slurry seal type II	2088.89	S.Y.	\$ 3.00	\$ 6,266.67	\$ 3.00	\$ 6,266.67	\$ 2.00	\$ 4,177.78
<b>TOTAL AMOUNT</b>					\$ 11,766.67		\$ 8,366.67		\$ 5,975.78

<b>Silvercrest Subdivision - Slurry Seal</b>									
From					To				
All subdivision									
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 600.00	\$ 600.00	\$ 1,100.00	\$ 1,100.00
2	Thermoplastic Striping	1.00	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 900.00	\$ 856.00	\$ 856.00
3	Slurry seal type II	7605.33	S.Y.	\$ 3.00	\$ 22,815.99	\$ 3.00	\$ 22,815.99	\$ 2.00	\$ 15,210.66
<b>TOTAL AMOUNT</b>					\$ 31,815.99		\$ 24,315.99		\$ 17,166.66

<b>Apia - Slurry Seal</b>									
From					To				
Mirage Ave					Gale Hill				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 600.00	\$ 600.00	\$ 300.00	\$ 300.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,852.00	\$ 3,852.00
3	Slurry seal type II	2166.67	S.Y.	\$ 3.00	\$ 6,500.01	\$ 3.00	\$ 6,500.01	\$ 2.00	\$ 4,333.34
<b>TOTAL AMOUNT</b>					\$ 13,500.01		\$ 11,100.01		\$ 8,485.34

<b>Pleasant - Slurry Seal</b>									
From					To				
Foster					Locke				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 600.00	\$ 600.00	\$ 200.00	\$ 200.00
2	Slurry seal type II	1245.00	S.Y.	\$ 3.00	\$ 3,735.00	\$ 3.00	\$ 3,735.00	\$ 2.00	\$ 2,490.00
<b>TOTAL AMOUNT</b>					\$ 8,735.00		\$ 4,335.00		\$ 2,690.00

Parkside Ave - Slurry Seal						American Pavement Systems		VSS International	
From Alameda			To Elmwood Ave						
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 600.00	\$ 600.00	\$ 100.00	\$ 100.00
2	Thermoplastic Striping	1.00	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 900.00	\$ 856.00	\$ 856.00
3	Slurry seal type II	744.44	S.Y.	\$ 3.00	\$ 2,233.32	\$ 3.00	\$ 2,233.32	\$ 2.00	\$ 1,488.88
<b>TOTAL AMOUNT</b>					\$ 5,233.32	\$ 3,733.32		\$ 2,444.88	

Bond Way - Slurry Seal									
From Alameda			To Monte Vista						
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
2	Slurry seal type II	4231.33	S.Y.	\$ 3.00	\$ 12,693.99	\$ 3.00	\$ 12,693.99	\$ 2.00	\$ 8,462.66
<b>TOTAL AMOUNT</b>					\$ 14,693.99	\$ 13,293.99		\$ 9,062.66	

Maple Valley - Slurry Seal									
From Property line south of Maple Valley Way			To North City Limits						
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 700.00	\$ 700.00	\$ 642.00	\$ 642.00
3	Slurry seal type II	4145.56	S.Y.	\$ 3.00	\$ 12,436.68	\$ 3.00	\$ 12,436.68	\$ 2.00	\$ 8,291.12
<b>TOTAL AMOUNT</b>					\$ 16,436.68	\$ 13,736.68		\$ 9,533.12	

Pelous Ranch Phase I - Slurry Seal									
From Hamlin and Matthew			To						
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 1.00	\$ 1.00	\$ -	\$ -
3	Slurry seal type II	3363.56	S.Y.	\$ 3.00	\$ 10,090.68	\$ 3.00	\$ 10,090.68	\$ 2.00	\$ 6,727.12
<b>TOTAL AMOUNT</b>					\$ 17,090.68	\$ 10,691.68		\$ 7,227.12	

Locke Ave - Slurry Seal									
From Valencia St			To Lindsay St						
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 1.00	\$ 1.00	\$ -	\$ -
3	Slurry seal type II	2742.00	S.Y.	\$ 3.00	\$ 8,226.00	\$ 3.00	\$ 8,226.00	\$ 2.00	\$ 5,484.00
<b>TOTAL AMOUNT</b>					\$ 15,226.00	\$ 8,827.00		\$ 5,884.00	

Alameda St - Slurry Seal									
From Homassel Ave					To Orange Ave				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 600.00	\$ 600.00	\$ 450.00	\$ 450.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 600.00	\$ 600.00	\$ 535.00	\$ 535.00
3	Slurry seal type II	3050.44	S.Y.	\$ 3.00	\$ 9,151.32	\$ 3.00	\$ 9,151.32	\$ 2.00	\$ 6,100.88
<b>TOTAL AMOUNT</b>					\$ 13,151.32	\$ 10,351.32		\$ 7,085.88	

Foster Ave - Slurry Seal									
From Apia St					To Lindsay St				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 600.00	\$ 600.00	\$ 250.00	\$ 250.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 963.00	\$ 963.00
3	Slurry seal type II	1929.78	S.Y.	\$ 3.00	\$ 5,789.34	\$ 3.00	\$ 5,789.34	\$ 2.00	\$ 3,859.56
<b>TOTAL AMOUNT</b>					\$ 13,289.34	\$ 7,389.34		\$ 5,072.56	

Oxford - Slurry Seal									
From Honolulu St					To Hermosa St				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 600.00	\$ 600.00	\$ 800.00	\$ 800.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 900.00	\$ 900.00	\$ 856.00	\$ 856.00
3	Slurry seal type II	5507.67	S.Y.	\$ 3.00	\$ 16,523.01	\$ 3.00	\$ 16,523.01	\$ 2.00	\$ 11,015.34
<b>TOTAL AMOUNT</b>					\$ 20,523.01	\$ 18,023.01		\$ 12,671.34	

Lindsay St - Slurry Seal									
From Foster					To End of Street				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 600.00	\$ 600.00	\$ 550.00	\$ 550.00
2	Thermoplastic Striping	1.00	L.S.	\$ 6,000.00	\$ 6,000.00	\$ 1.00	\$ 1.00	\$ -	\$ -
3	Slurry seal type II	3952.00	S.Y.	\$ 3.00	\$ 11,856.00	\$ 3.00	\$ 11,856.00	\$ 2.00	\$ 7,904.00
<b>TOTAL AMOUNT</b>					\$ 22,856.00	\$ 12,457.00		\$ 8,454.00	

Elmwood Ave - Slurry Seal									
From Tulare Rd					To Parkside Ave				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 600.00	\$ 600.00	\$ 800.00	\$ 800.00
2	Thermoplastic Striping	1.00	L.S.	\$ 9,000.00	\$ 9,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,568.00	\$ 2,568.00
3	Slurry seal type II	5404.03	S.Y.	\$ 3.00	\$ 16,212.09	\$ 3.00	\$ 16,212.09	\$ 2.00	\$ 10,808.06
<b>TOTAL AMOUNT</b>					\$ 30,212.09	\$ 19,312.09		\$ 14,176.06	

Sequoia Ave - Slurry Seal									
From Whitney					To Hickory				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
2	Thermoplastic Striping	1.00	L.S.	\$ 12,500.00	\$ 12,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,996.00	\$ 2,996.00
3	Slurry seal type II	4132.89	S.Y.	\$ 3.00	\$ 12,398.67	\$ 3.00	\$ 12,398.67	\$ 2.00	\$ 8,265.78
<b>TOTAL AMOUNT</b>					\$ 29,898.67		\$ 15,998.67		\$ 11,861.78

Valencia St - Slurry Seal									
From Mirage Ave					To Harvard Ave				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 6,000.00	\$ 6,000.00	\$ 600.00	\$ 600.00	\$ 650.00	\$ 650.00
2	Thermoplastic Striping	1.00	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 1,700.00	\$ 1,700.00	\$ 1,712.00	\$ 1,712.00
3	Slurry seal type II	4480.00	S.Y.	\$ 3.00	\$ 13,440.00	\$ 3.00	\$ 13,440.00	\$ 2.00	\$ 8,960.00
<b>TOTAL AMOUNT</b>					\$ 26,940.00		\$ 15,740.00		\$ 11,322.00

<b>Total Amount for Category 1 - Slurry Seals</b>					\$ 414,580.76		\$ 289,185.76		\$ 203,382.84
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**CATEGORY 2 - RUBBERIZED CAPE SEALS**

<b>Westwood 3 - Cape Seal</b>						<b>American Pavement Systems</b>		<b>VSS International</b>	
<b>From</b>			<b>To</b>						
South of Orangewood Apatments			End of Westwood St			Lic No. 943792		Lic No. 293727	
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 7,000.00	\$ 7,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,250.00	\$ 1,250.00
2	Thermoplastic Striping	1.00	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 900.00	\$ 900.00	\$ 856.00	\$ 856.00
3	Rubberized Cape Seal	2574.72	YD <sup>2</sup>	\$ 10.00	\$ 25,747.20	\$ 7.00	\$ 18,023.04	\$ 6.00	\$ 15,448.32
4	Remove & Replace Sidewalk	25.00	S.F.	\$ 8.00	\$ 200.00	\$ 53.00	\$ 1,325.00	\$ 53.50	\$ 1,337.50
<b>TOTAL AMOUNT</b>					\$ 40,447.20	\$ 21,248.04		\$ 18,891.82	

<b>Eastwood 2 - Cape Seal</b>									
<b>From</b>			<b>To</b>						
Before Kern Intersection			Before Hermosa St						
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 963.00	\$ 963.00
3	Remove & Replace Sidewalk	150.00	S.F.	\$ 15.00	\$ 2,250.00	\$ 53.00	\$ 7,950.00	\$ 53.50	\$ 8,025.00
4	Remove Tree w/Tree Stump	1.00	Each	\$ 1,500.00	\$ 1,500.00	\$ 8,000.00	\$ 8,000.00	\$ 7,490.00	\$ 7,490.00
5	Asphalt Remove & Replace Area	1097.00	S.F.	\$ 11.00	\$ 12,067.00	\$ 16.00	\$ 17,552.00	\$ 16.05	\$ 17,606.85
6	Rubberized Cape Seal	3136.62	YD <sup>2</sup>	\$ 8.00	\$ 25,092.96	\$ 7.00	\$ 21,956.34	\$ 6.00	\$ 18,819.72
<b>TOTAL AMOUNT</b>					\$ 46,409.96	\$ 57,458.34		\$ 54,404.57	

<b>Frazier- Cape Seal</b>									
<b>From</b>			<b>To</b>						
Eastwood (before intersection)			Mountain Vernon (before Intersection)						
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00
2	Asphalt Remove & Replace Area	160.00	S.F.	\$ 11.00	\$ 1,760.00	\$ 16.00	\$ 2,560.00	\$ 16.05	\$ 2,568.00
3	Rubberized Cape Seal	1981.98	YD <sup>2</sup>	\$ 8.00	\$ 15,855.84	\$ 7.00	\$ 13,873.86	\$ 6.00	\$ 11,891.88
<b>TOTAL AMOUNT</b>					\$ 20,115.84	\$ 17,433.86		\$ 15,409.88	

<b>Ashland- Cape Seal</b>									
<b>From</b>			<b>To</b>						
Frazier (Before Intersection)			Hermosa (Before Intersection)						
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00
2	Thermoplastic Striping	1.00	L.S.	\$ 3,500.00	\$ 3,500.00	\$ 900.00	\$ 900.00	\$ 856.00	\$ 856.00
3	Remove & Replace Sidewalk	50.00	S.F.	\$ 15.00	\$ 750.00	\$ 53.00	\$ 2,650.00	\$ 53.50	\$ 2,675.00
4	Asphalt Remove & Replace Area	197.00	S.F.	\$ 11.00	\$ 2,167.00	\$ 16.00	\$ 3,152.00	\$ 16.05	\$ 3,161.85
5	Rubberized Cape Seal	1921.00	YD <sup>2</sup>	\$ 8.00	\$ 15,368.00	\$ 7.00	\$ 13,447.00	\$ 6.00	\$ 11,526.00
<b>TOTAL AMOUNT</b>					\$ 24,785.00	\$ 21,149.00		\$ 19,168.85	

Princeton-Cape Seal						American Pavement Systems		VSS International	
From Sierra View			To North of Olivewood						
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 600.00	\$ 600.00	\$ 535.00	\$ 535.00
3	Rubberized Cape Seal	2058.21	YD <sup>2</sup>	\$ 8.00	\$ 16,465.68	\$ 7.00	\$ 14,407.47	\$ 6.00	\$ 12,349.26
<b>TOTAL AMOUNT</b>					\$ 23,965.68	\$ 16,007.47		\$ 13,884.26	

Sycamore-Cape Seal									
From Samoa			To Dawn						
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 650.00	\$ 650.00
2	Cape Seal	1387.82	YD <sup>2</sup>	\$ 8.00	\$ 11,102.56	\$ 7.00	\$ 9,714.74	\$ 6.00	\$ 8,326.92
<b>TOTAL AMOUNT</b>					\$ 13,602.56	\$ 10,714.74		\$ 8,976.92	

Dawn-Cape Seal									
From Sycamore			To Orangewood						
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
2	Rubberized Cape Seal	1075.82	YD <sup>2</sup>	\$ 8.00	\$ 8,606.56	\$ 7.00	\$ 7,530.74	\$ 6.00	\$ 6,454.92
<b>TOTAL AMOUNT</b>					\$ 10,606.56	\$ 8,530.74		\$ 6,954.92	

Orangewood-Cape Seal									
From Samoa			To Hermosa						
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
2	Thermoplastic Striping	1.00	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 600.00	\$ 600.00	\$ 535.00	\$ 535.00
3	Asphalt Remove & Replace Area	200.00	S.F.	\$ 11.00	\$ 2,200.00	\$ 16.00	\$ 3,200.00	\$ 16.05	\$ 3,210.00
4	Rubberized Cape Seal	2495.17	YD <sup>2</sup>	\$ 8.00	\$ 19,961.36	\$ 7.00	\$ 17,466.19	\$ 6.00	\$ 14,971.02
<b>TOTAL AMOUNT</b>					\$ 26,661.36	\$ 22,266.19		\$ 19,916.02	

Lafayette-Cape Seal									
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From Hermosa					To Tulare Rd				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 900.00	\$ 900.00	\$ 856.00	\$ 856.00
3	Rubberized Cape Seal	2411.05	YD <sup>2</sup>	\$ 8.00	\$ 19,288.40	\$ 7.00	\$ 16,877.35	\$ 6.00	\$ 14,466.30
<b>TOTAL AMOUNT</b>					\$ 26,788.40	\$ 18,777.35		\$ 16,522.30	

<b>Olivewood/Grove/Glengood Loop-Cape Seal</b>									
From Loop					To Loop				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,900.00	\$ 1,900.00
2	Rubberized Cape Seal	3933.47	YD <sup>2</sup>	\$ 8.00	\$ 31,467.76	\$ 7.00	\$ 27,534.29	\$ 6.00	\$ 23,600.82
<b>TOTAL AMOUNT</b>					\$ 36,467.76	\$ 28,534.29		\$ 25,500.82	

<b>Stanford-Cape Seal</b>									
From Tulare Rd					To Sierra View St				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 8,000.00	\$ 8,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
2	Thermoplastic Striping	1.00	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,926.00	\$ 1,926.00
3	Rubberized Cape Seal	5028.19	YD <sup>2</sup>	\$ 8.00	\$ 40,225.52	\$ 7.00	\$ 35,197.33	\$ 6.00	\$ 30,169.14
<b>TOTAL AMOUNT</b>					\$ 55,725.52	\$ 38,197.33		\$ 34,595.14	

<b>Laurel Ave-Cape Seal</b>									
From Hermosa					To Tulare Rd				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,750.00	\$ 2,750.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 900.00	\$ 900.00	\$ 856.00	\$ 856.00
3	Remove & Replace curb & gutter	200.00	L.F.	\$ 75.00	\$ 15,000.00	\$ 90.00	\$ 18,000.00	\$ 90.95	\$ 18,190.00
4	Rubberized Cape Seal	5525.15	YD <sup>2</sup>	\$ 8.00	\$ 44,201.20	\$ 7.00	\$ 38,676.05	\$ 6.00	\$ 33,150.90
<b>TOTAL AMOUNT</b>					\$ 66,701.20	\$ 58,576.05		\$ 54,946.90	

<b>Mariposa St-Cape Seal</b>									
From					To				

Westwood					Past Eastwood				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,650.00	\$ 3,650.00
2	Thermoplastic Striping	1.00	L.S.	\$ 8,000.00	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,066.00	\$ 4,066.00
3	Rubberized Cape Seal	7374.27	YD <sup>2</sup>	\$ 8.00	\$ 58,994.16	\$ 7.00	\$ 51,619.89	\$ 6.00	\$ 44,245.62
<b>TOTAL AMOUNT</b>					\$ 74,494.16		\$ 56,619.89		\$ 51,961.62

<b>Samoa St-Cape Seal</b>									
From Harvard St					To East to end of Street				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,600.00	\$ 2,600.00
2	Thermoplastic Striping	1.00	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 600.00	\$ 600.00	\$ 535.00	\$ 535.00
3	Asphalt Remove & Replace Area	2,500.00	S.F.	\$ 11.00	\$ 27,500.00	\$ 16.00	\$ 40,000.00	\$ 16.05	\$ 40,125.00
4	Rubberized Cape Seal	5266.84	YD <sup>2</sup>	\$ 8.00	\$ 42,134.72	\$ 7.00	\$ 36,867.88	\$ 6.00	\$ 31,601.04
<b>TOTAL AMOUNT</b>					\$ 77,134.72		\$ 78,467.88		\$ 74,861.04

<b>Sierra View St-Cape Seal</b>									
From Harvard St					To City Limits				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1.00	L.S.	\$ 12,000.00	\$ 12,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,150.00	\$ 3,150.00
2	Thermoplastic Striping	1.00	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 2,800.00	\$ 2,800.00	\$ 2,782.00	\$ 2,782.00
3	Asphalt Remove & Replace Area	1485.00	S.F.	\$ 11.00	\$ 16,335.00	\$ 16.00	\$ 23,760.00	\$ 16.05	\$ 23,834.25
4	Rubberized Cape Seal	6361.28	YD <sup>2</sup>	\$ 8.00	\$ 50,890.24	\$ 7.00	\$ 44,528.96	\$ 6.00	\$ 38,167.68
<b>TOTAL AMOUNT</b>					\$ 89,225.24		\$ 72,088.96		\$ 67,933.93

<b>City Hall Alley</b>									
From Samoa St					To Mirage Ave				
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Thermoplastic Striping	1.00	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 2,800.00	\$ 2,800.00	\$ 2,889.00	\$ 2,889.00
2	Double Rubberized Cape Seal	1239.11	YD <sup>2</sup>	\$ 12.00	\$ 14,869.32	\$ 7.00	\$ 8,673.77	\$ 12.00	\$ 14,869.32
<b>TOTAL AMOUNT</b>					\$ 22,369.32		\$ 11,473.77		\$ 17,758.32

<b>Total Amount for Category 2 - Cape Seals</b>					\$ 655,500.48		\$ 537,543.90		\$ 501,687.31
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Grand Total Amount for General Line Items + Category 1 + Category 2 =	\$ 1,309,081.24	\$ 979,170.00	\$ 778,000.00
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						American Pavement Systems		VSS International	
						Lic No. 943792		Lic No. 293727	
<b>Alternate No. 1: 860 N Sequoia Ave-Wellness Center Parking Lot</b>									
Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Thermoplastic Striping	1.00	L.S.	\$ 4,500.00	\$ 4,500.00	\$ 4,650.00	\$ 4,650.00	\$ 5,777.78	\$ 5,777.78
2	Slurry Seal Type II	5111.11	YD <sup>2</sup>	\$ 3.00	\$ 15,333.33	\$ 2.97	\$ 15,180.00	\$ 2.00	\$ 10,222.22
<b>TOTAL AMOUNT</b>					\$ 19,833.33		\$ 19,830.00		\$ 16,000.00

Grand Total Amount for General Line Items + Category 1 + Category 2 + Alternate No. 1 =	\$ 1,328,914.57	\$ 999,000.00	\$ 794,000.00
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<b>Total Budget</b>	<b>\$ 1,508,100.00</b>
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# Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

### Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

### Eligible Jurisdictions & Allocations

#### Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

#### Indirect Recipients

- Non-entitlement units (\$19.5 billion)



### Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



### Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



### Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



### Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



### Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



### Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



**For More Information:** Please visit [www.treasury.gov/SLFRP](http://www.treasury.gov/SLFRP)

September 28, 2021 Regular Meeting of the Lindsay City Council  
**For Media Inquiries:** Please contact the U.S. Treasury Press Office at (202) 622-2960

**For General Inquiries:** Please email [SLFRP@treasury.gov](mailto:SLFRP@treasury.gov) for additional information



# Example Uses of Funds

## Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

## Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag

## Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

## Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

## Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor’s benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

## Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker’s wages

## Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund

## Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply. The U.S. Department of the Treasury provides this document, the State and

Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.