

03/05/19  
City Council Meeting

Handouts received after  
agenda posted

Thomas Reed  
1060 Par Avenue, Lemoore  
817-7234

Mayor, Council Members:

The council at the previous council meeting unanimously passed a motion to approve a Kings County Office of Education Fiber Optic Cable Installation Contract that will improve the internet access to Lemoore City Schools and to the City offices. It certainly makes sense to coordinate any City work with this installation to minimize traffic disruption and cost, unless of course this coordination results in unforeseen delays that would actually increase cost.

The amazing thing about this motion being passed was that it was a unanimous 5-0 vote, a rarity with this council.

Included with this motion was to work with the school district to ensure students and parents are aware of internet availability and ensure they have access at home.

This addition to the motion, that passed 5-0, makes me think that this council has solved the issues brought before it, and that council and staff now have time and possibly revenue to proceed with this endeavor. I say that facetiously, of course, because this council has many issues to be resolved and staff does not have time to address non-city items, otherwise wouldn't we be over staffed?

Correct me if I am wrong, but doesn't the school district have its own elected board and its own funding stream for these educational activities? Doesn't the school district board talk with the Kings County Office of Education and have the expertise to manage their area of responsibility?

While the City of Lemoore will certainly benefit from a more educated populace and workforce, that is not the responsibility of this council.

Should an individual council member, staff member, members of this audience or others believe they have concerns and/or suggestions about the education of the Lemoore City School students, the school board has regular meetings one could attend.. And, I would suppose there is a Public Comment time for such individuals to make their concerns and suggestions known.

We must ensure that our house is in order before we attempt to place another's house into order!



Thomas R Reed

03/05/2019



Kristen Curcio  
745 Birch Avenue-Lemoore

1. Address the \$25.00 late fee charge following an office closure on the due date on a "cut off" date.
  - a. Cut off notice balance due by Feb 18<sup>th</sup> by 4:00 pm.
  - b. Office closed for Presidents Day Feb 18<sup>th</sup>.
  - c. 0800 to pay bill and explained it was an additional \$25.00 due to past due date

Scenario: any tax paying citizen in a tight jam financially, struggles to come up with the past due balance only to be told (within moments of opening the office) you need an additional \$25.00- your water is going to be cut off if the \$25.00 isn't paid. The payment is past the due date listed. The office was closed on the due date listed.

Where does the responsibility lie for the administration to recognize a potential risk factor and make the recommendation to add a grace period day to the policy of fee structure.

2. Address the dog park grading: the large dog area was completely flooded due to poor drainage flowing to the drain area. I understand the park is located in a flood basin. Review the grading so the water runs towards the drain and not sit stagnate. Would request that motion censored lighting be installed in the dog park area as a quality of life project in the future. Possible dog obstacles of some sort for the large dog area as to add a dimension of social structure for the dogs. Not just chasing and sniffing for dominance.
3. I would ask the City to structure a new social media policy for the use of the name "City of Lemoore" "City Council" all which are government listings and should have legal authorization to use those names of any sitting official. Then add limits to what can be posted on that legal name affiliation as to restrict personal posts and limit the use to official business only. Family pictures, the word F U C \_ s and so forth should not be authorized, bullying posts should not be tolerated, along with the use of slang name or name calling anyone other than by his or her given name.

I feel City Mgr. pay increase was denied  
due to retaliation & discrim. -  
On record of Ms. Blair's F.B. calling  
him A good ol boy - Gender discrim.

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**Item 5-1**

# Storm Drain Master Plan

Presentation to Lemoore City Council

March 5, 2019

# Master Plans - Sewer, Water and Storm Drain

- ▶ QK was commissioned to prepare the Sewer, Water and Storm Drain Master Plans for the City of Lemoore in May 2017.
- ▶ QK subcontracted with Carrollo Engineering to prepare the Sewer and Water Master Plans.
- ▶ QK prepared the Storm Drain Master Plan for the City.



# STORM DRAINAGE HYDROLOGIC CRITERIA

All Design criteria utilizes the Modified Rational Method:

$$Q = CiA$$

C = Runoff Coefficient

i = Rainfall intensity (inches/hour)

A = Tributary Area (acres)

## Rainfall Intensity and Accumulation

10-yr., 2-day event 3.32 inches (.276 feet)

100-yr., 10-day event 5.68 inches (.473 feet)

## Runoff Coefficients

Commercial, Warehousing, Mixed Use and Industrial (less than 1 acre) 0.80

Low Density Residential 0.40

Multiple Residential 0.70

# Pipelines and Drop Inlets

- ▶ 2-year, 6-hour storm shall be assumed for residential area drainage. The rainfall for this storm is 0.11 inches per hour; and
- ▶ 5-year, 6-hour storm shall be assumed for any area having commercial and/or industrial land uses or zoning covering more than 50% of the area. The rainfall for this storm is 0.15 inches per hour.





# Drainage Basins

## Retention Basins

- ▶ A basin shall be designed as “retention” if it meets the following criteria:
  - ▶ Provides protection only for a single development or portion thereof; and
  - ▶ Has no pumped or gravity outlet for storm drainage disposal

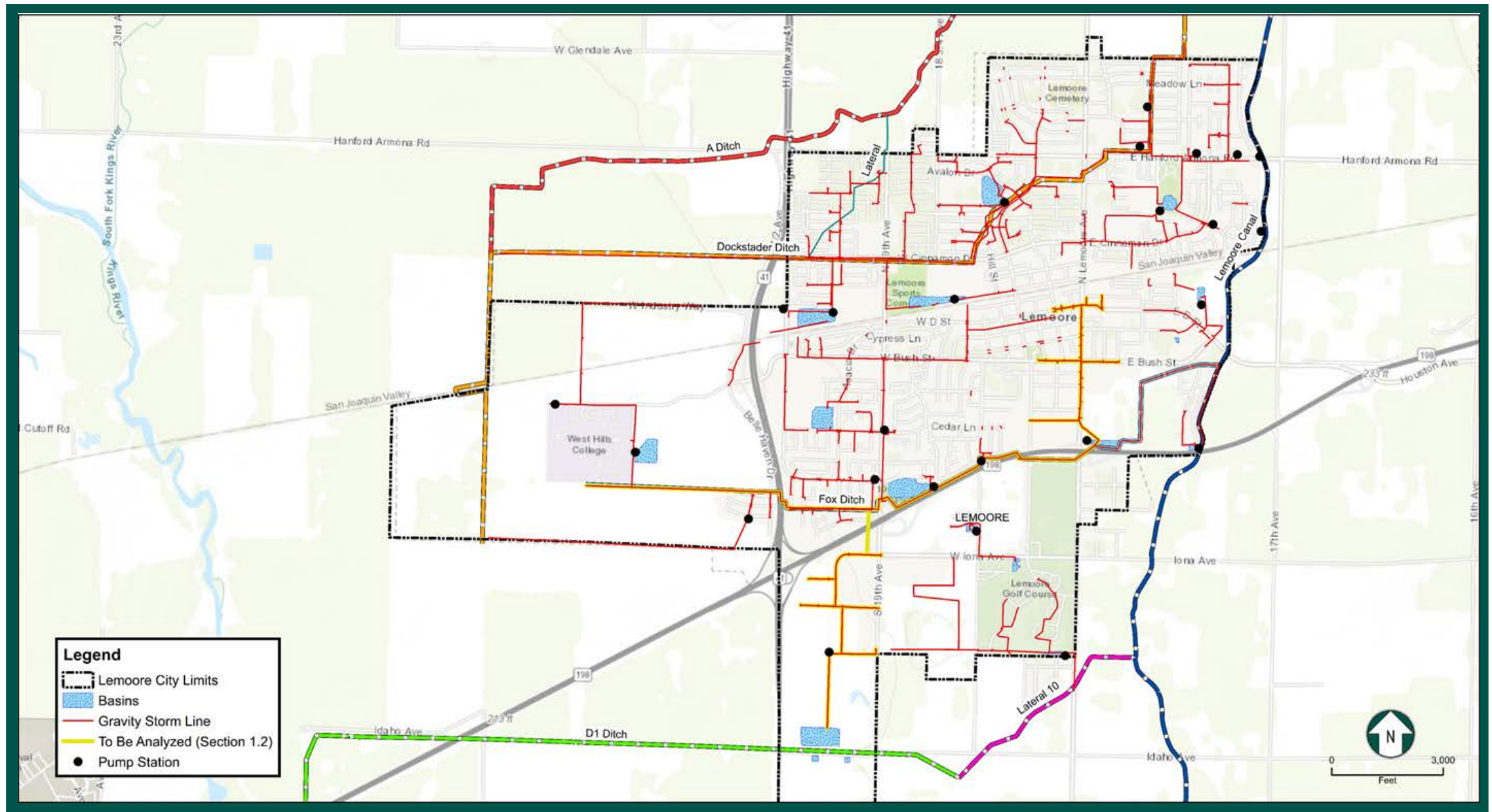
## Detention Basins

- ▶ Basins which meet the following criteria are designated as “detention basins:”
  - ▶ Designed to receive storm water and discharge to an irrigation ditch or other facility at a flow rate which is a fraction of the peak inflow rate, within 96 hours, with that discharge rate approved by the City Engineer to comply with or exceed NPDES Phase II standards and the requirements of this Master Plan.



# Regulations

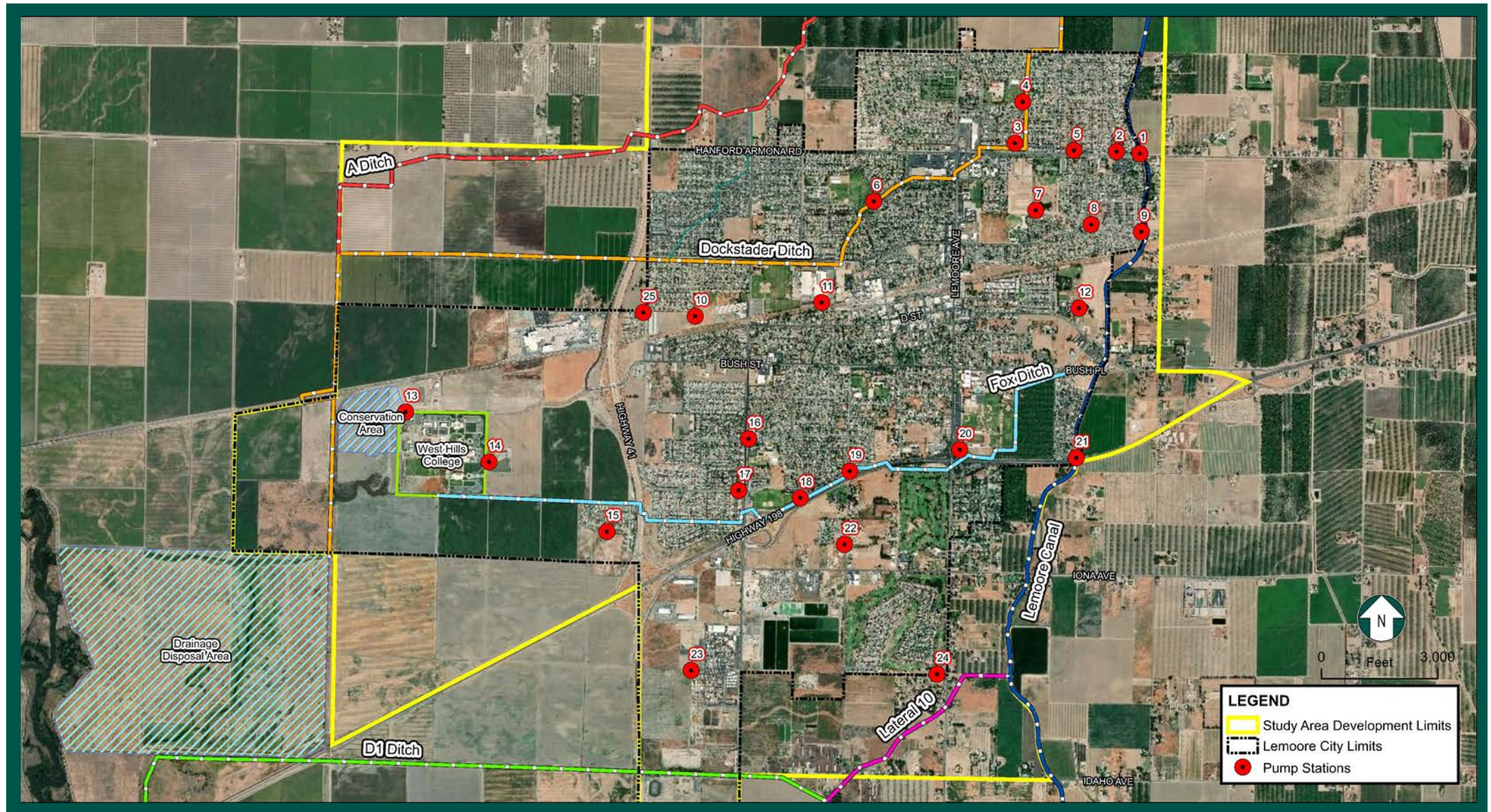
National Pollution Elimination System's (NPDES') Phase II Rule. That Rule requires compliance with 'Attachment 4' Design Standards. The City, as required, adopted in August 2008 a Storm Water Management Plan (SWMP) incorporating such standards including Structural or Treatment Control Best Management Practice capacity requirements.



# Existing Storm Drainage System







# Existing Storm Drainage Lift Stations





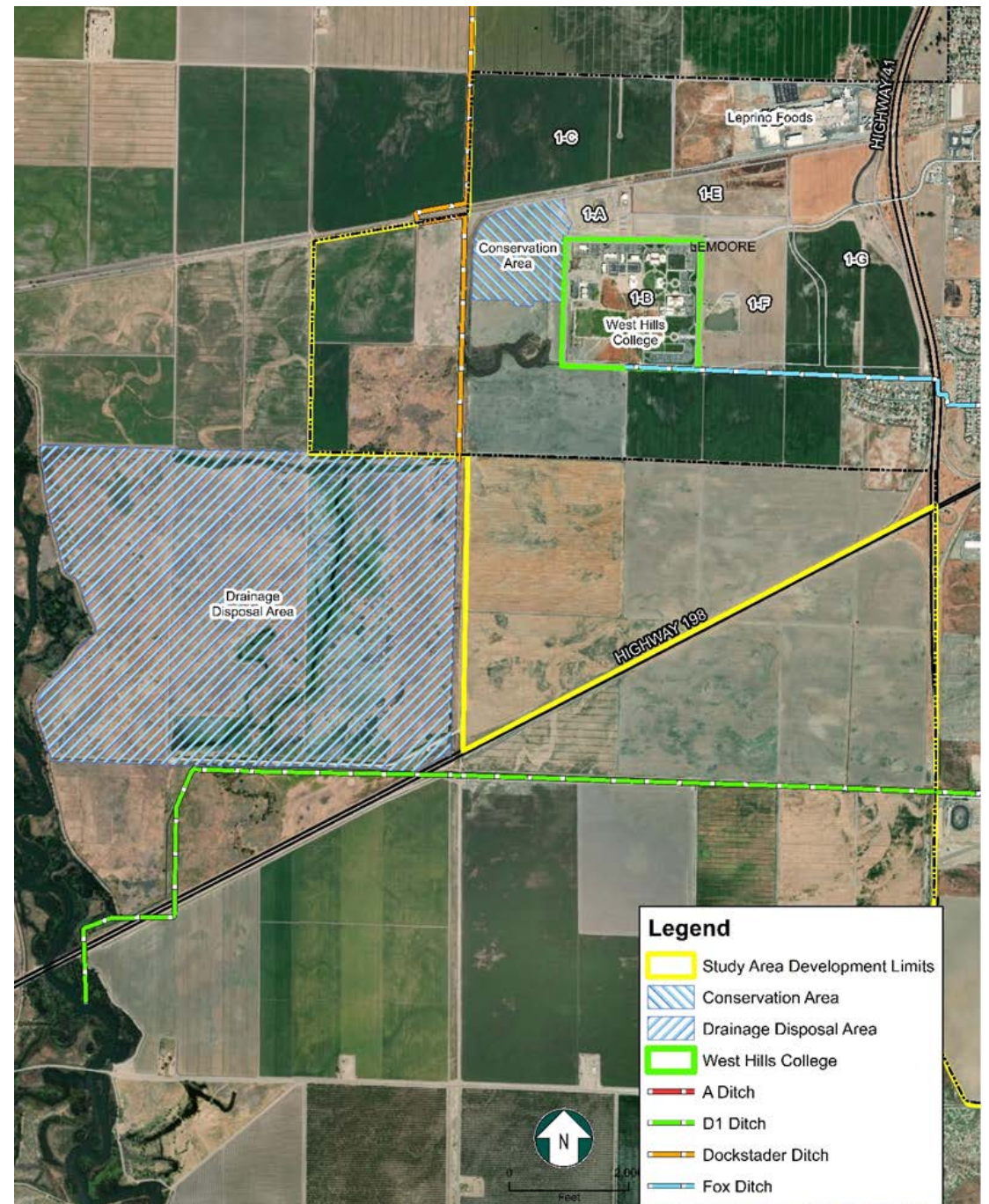




# Disposal Areas

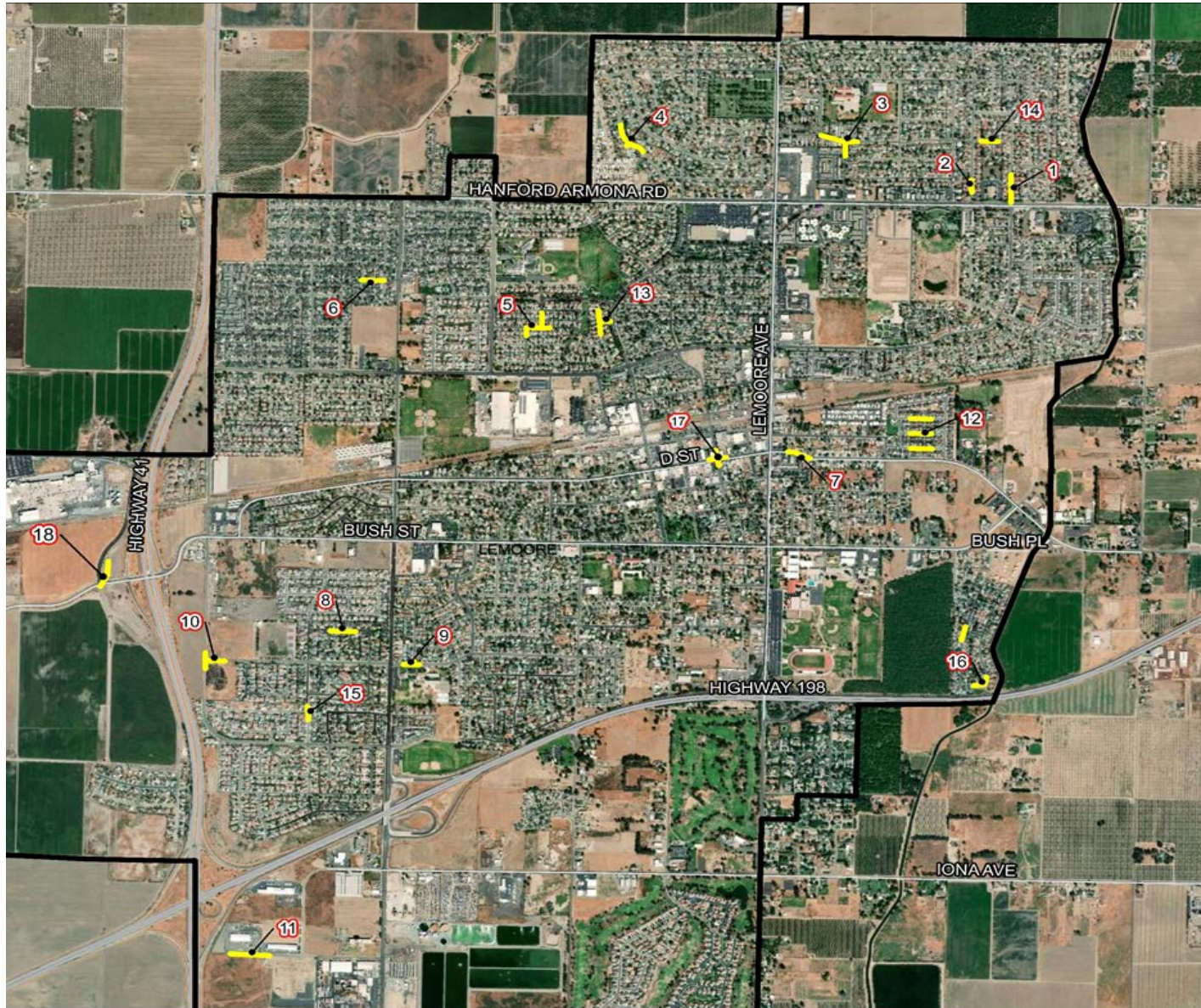
West Hills College Conservation Area

Drainage Disposal Area





# Existing Drainage Problem Areas

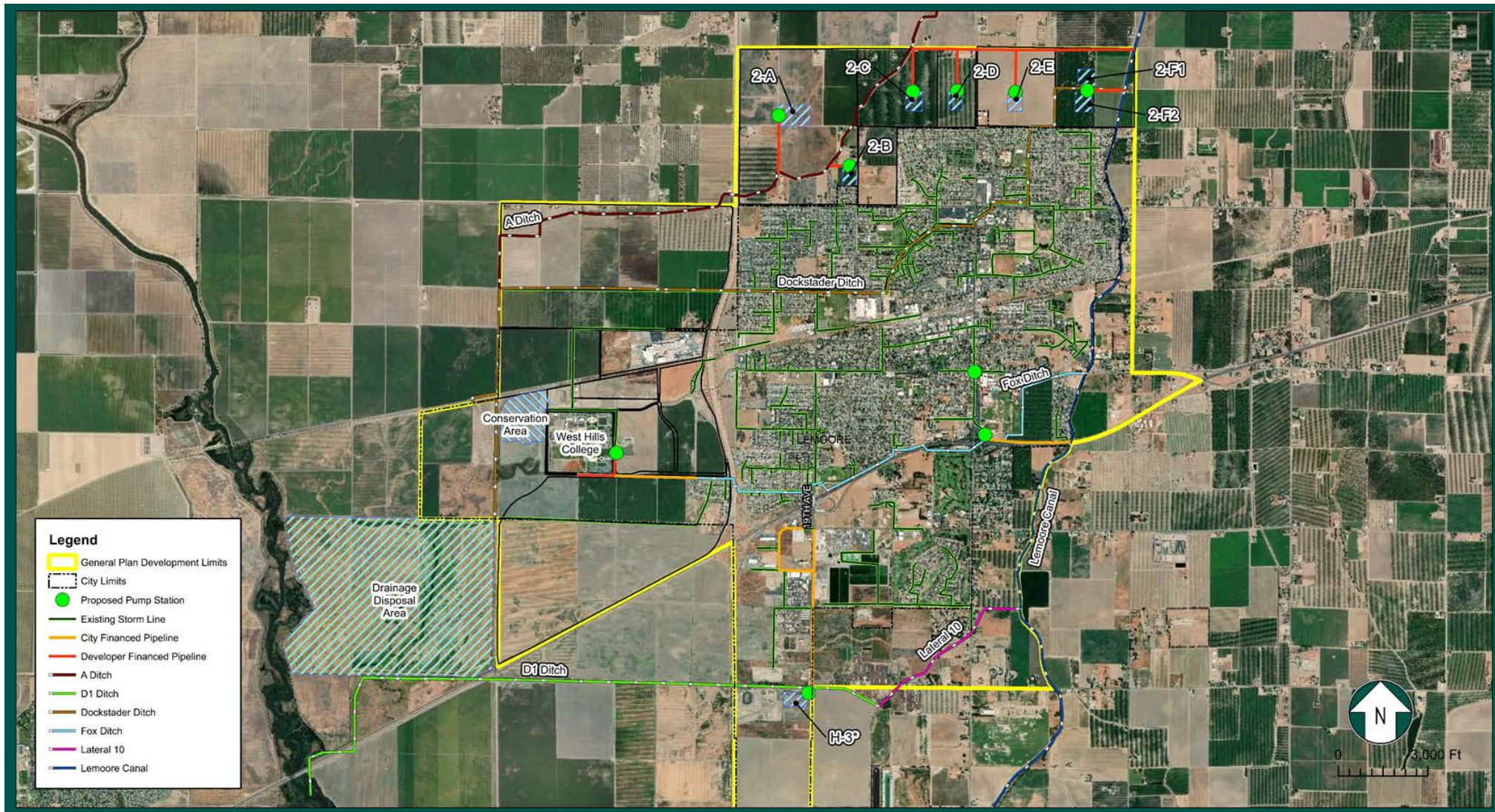


- Areas were identified with the assistance of City Staff.
- Areas were analyzed to determine possible solutions

► Downtown/High School Basin	\$1,770,636
► Agricultural/Commercial Flooding	\$192,000
► Hess Basin Drainage facilities	\$1,765,500
► Localized street ponding concerns	<u>\$1,500,000</u>
Totals	\$5,228,136

## Cost for Existing Drainage Problem Areas





# Locations of Community Growth Facilities and Existing Facilities Modifications



Area 1 College:

\$1,129,800

+

Area 2 North Expansion

- Sub Areas 2A and 2B:  
\$2,600,000
- Sub Areas 2C, 2D, 2E, and 2F:  
\$3,800,000

=

Total Cost for  
Community Growth  
Facilities:  
\$7,529,800

# Cost for Community Growth Facilities

# How do you pay for Community Growth Facilities?

Area 1 College - 815 units

Area 2 North Expansion - 4,806 units

Improvement Cost:     \$7,529,800

Current Storm Water Impact Fee:

\$730 per single-family residential unit

Recommended Storm Water Impact Fee:

\$1,400 per single-family residential unit or  
\$6,300 per acre

Current Impact fees would generate: \$4,103,330

Proposed Impact fees would generate: \$7,870,800



# Questions?





## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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**THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES** ("Agreement") is effective as of 3/5/2019 and is between the CITY OF LEMOORE, a California municipal corporation ("City"), and A&M Engineering, a California professional corporation ("Consultant"). City and Consultant each are a "Party," and collectively, the "Parties," to this Agreement.

City requires the services of a qualified engineering firm to provide design and construction administration services for various public facilities owned by the City; some of the facilities will be funded by federal programs, including, but not limited to, Community Development Block Grants.

Consultant warrants that it is specifically trained, experienced, expert and competent to perform such services.

The City and the Consultant therefore agree as follows:

1. **Scope of Work.** City retains Consultant to provide all the services, equipment and materials necessary to complete the work described in the attached A&M Engineering proposal.
2. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
3. **Project Engineer.** City designates Consultant's employee Orfil Muniz to serve under this Agreement as Project Engineer for the City of Lemoore. As the designated Project Engineer, Orfil Muniz shall be responsible for personally providing or supervising all of Consultant's work under this Agreement and otherwise functioning as the Project Engineer.
4. **Term.** Subject to termination under section 10 below, the initial term of this Agreement shall be for the period beginning with the effective date of this Agreement and ending with December 2022; thereafter, the term of this Agreement shall be on a fiscal year basis from July 1 through June 30 of the following calendar year.
5. **Ownership, Delivery, Release, and Reproduction of Information.** All documents, information and materials of any type prepared by the Consultant under this Agreement shall be the property of the City, whether completed or in process. Consultant shall not permit the repro-

duction, release, or use of such documents, information, and materials by any other person except as permitted by this Agreement.

- a. City shall upon request provide Consultant with access to all information and data in its possession which are required in connection with the consulting services, including, but not limited to, pertinent environmental reports and supporting technical documents.
- b. City shall upon request provide Consultant with access to, and make all provisions necessary to enter upon, public or private lands as required for Consultant to perform work under this Agreement.
- c. Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" if Consultant gives City prior notice of such court order or subpoena.
- d. Consultant shall promptly notify City Manager or designee if Consultant, its officers, employees, agents or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any proposed responses to discovery requests to be provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.
- e. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

**6. Subcontractors.** Consultant is authorized to subcontract any specialized work, provided that the City Manager or designee has given its written approval of each subcontractor in advance of the engagement of the subcontractor. Consultant shall be responsible for payment of subcontractor and shall require subcontractor to comply with this Agreement.

**7. Compensation.** City shall pay to Consultant in arrears as compensation in full for all work required by this Agreement a sum not to exceed in any fiscal year the total amount allotted

for such services in the City's annual budget. Consultant's compensation shall be based on actual services performed and costs incurred at the rates set forth for each task in the Consultant's Fee Schedule appearing in Exhibit "B." The Consultant's Fee Schedule shown in Exhibit "B" shall remain in effect for the initial term of this Agreement and may be changed annually thereafter upon approval of the City Manager or designee. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement. Consultant shall submit to City monthly itemized invoices for the services rendered. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any portion of any invoice, then City shall pay the undisputed portion within the thirty day period, and at the same time advise Consultant in writing of the disputed portion.

**8. Indemnification.** Consultant shall defend, indemnify and hold harmless the City, City Council members, employees, volunteers, agents, and city officials from and against claims, loss, liability, suits and damages ("Claims"), including attorney fees, to the extent caused by the Consultant's negligent acts, errors or omissions or willful misconduct.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release either Party from its obligations to indemnify as to any Claims so long as the event upon which such Claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by either Party, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity provision shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**9. Insurance.** Consultant shall procure the following required insurance coverages at its sole cost and expense and shall maintain in full force and effect for the period covered by this Agreement such insurance against claims for injuries to persons or damages to property which may arise from or in connection with negligent acts, errors or omissions in performance of work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

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### *Minimum Scope*

Coverage shall be at least as broad:

***Errors and Omissions Insurance.*** Not less than \$1,000,000 per claim and \$1,000,000 in the aggregate during the performance of this Agreement. The consultant agrees to purchase and maintain errors and omissions coverage providing coverage for a minimum of two years after completion of this Agreement.

***General Liability Insurance.*** Insurance Service Office form number GL0002 (Ed. 1/73) or its equivalent, covering Commercial Liability and Insurance Services Office form GL 0404 or its equivalent, covering Broad Form Commercial General Liability coverage ("occurrence" form CG 0001) not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

***Automobile Liability Insurance.*** Insurance Service Office form number CA0001 (Ed 1/78), or its equivalent covering Automobile Liability, code 1 "any auto" and endorsement CA 0025, or its equivalent, not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

***Worker's Compensation and Employer's Liability Insurance.*** Worker's Compensation Insurance limits as required by Labor Code of the State of California; Employers' Liability Insurance limits of \$1,000,000.

### *Deductibles and Self Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved in writing by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, City Council members, employees, volunteers, agents, and city officials; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### *Other Insurance Provisions*

#### a. General Liability and Automobile Liability Coverages.

1. The City, City Council members, employees, volunteers, agents, and city officials are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant; premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no

special limitations on the scope of protection afforded to the City, City Council members, employees, volunteers, agents, and city officials.

2. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, City Council members, employees, volunteers, agents, and city officials shall be excess of the Consultant's insurance and shall not contribute with it.
  3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, City Council members, employees, volunteers, agents, and city officials.
  4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, City Council members, employees, volunteers, agents, and city officials for losses arising from work performed by the Consultant for the City.
  - c. All Coverages. Coverage shall not be suspended, voided, canceled by either Party, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

#### *Acceptability of Insurers*

- a. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. However, the minimum Best's rating required of the professional liability insurer is A:V.
- b. Any changes in insurance required herein must be approved in writing by the City Attorney's Office.
- c. The Consultant shall provide certificates of said insurance within fifteen (15) calendar days of the effective date of this Agreement.

**10. Termination of Agreement.** This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days' advanced written notice of intent to terminate the contract. In the event of such termination, Consultant shall be paid for work completed to the date of termination, and any such work completed shall become property of the City and the amount of final fee due and payable by City to Consultant will be subject to negotiation and shall be based primarily on the estimated percentage of work completed.

**11. Compliance with Federal, State and Local Laws.** Consultant shall be responsible for and shall comply with all applicable laws, rules and regulations that are now in effect or may be promulgated or amended from time to time by the Government of the United States, the State of California, Kings County, the City and any other agency now authorized or which may be authorized in the future to regulate the services to be performed pursuant to this Agreement. Consultant represents that it currently has, and will maintain in effect all proper licensing and permits necessary to providing the described services, including, but not limited to, Orfil's licensure as a California registered professional civil engineer. Where the services provided pursuant to the Agreement are funded by a federal program, including but not limited to, Community Block Grant funds, Consultant's performance will be in:

- a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees.)
- b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub-grants or construction or repair).
- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees required by Federal grant program legislation.)
- d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)
- e. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to reporting.
- f. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- g. Compliance with any awarding agency requirements and regulations pertaining to copyrights and rights in data.
- h. Compliance with access requirements imposed by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which



are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

- i. Compliance with applicable requirements for the retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
- j. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts and sub grants of amounts in excess of \$100,000.)
- k. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871.) [53 FR 8068, 8067, Mar 11, 1988 as amended at 60 FR 19639, 19642, Apr. 19 1995]

**12. City of Lemoore Business License.** Consultant and each of its subcontractors will obtain and maintain a valid business license from the City of Lemoore during the term of this Agreement.

**13. Attorney's Fees.** If either Party institutes an action or proceeding for a declaration of rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or if either Party is in default of its obligations hereunder, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to reasonable attorney's fees and to any court costs incurred, in addition to any other damages or relief awarded.

**14. Law to Govern; Venue.** The law of the State of California shall govern this Agreement. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in Kings County.

**15. Amendment or Modification.** This Agreement may be amended or modified only by written agreement of the Parties hereto. The Parties agree to meet and confer in good faith if amendments or modifications are proposed.

**16. Savings Clause and Entirety.** If any material provision of this Agreement shall for any reason be held invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining provisions of this Agreement.

**17. Records of Consultant.** Records of Consultant's direct personnel and reimbursable expenses pertaining to services under this Agreement shall be kept on a generally recognized accounting basis, and shall be available for inspection by City or its designees at reasonable times.

**18. Assignment.** Consultant shall not assign this Agreement, or any part thereof, or any monies due hereunder, without the prior written consent of City.

**19. No Third-Party Beneficiary Rights.** The Parties agree that no provision of this Agreement shall in any way inure to the benefit of any third-person or entity, including applicants for City development permits, so as to constitute any such person or entity as a third-person beneficiary of this Agreement or of any of its terms or otherwise give rise to any cause of action in any person or entity not a party to this Agreement.

**20. Waiver.** Waiver by either Party of any term of this Agreement shall not constitute a waiver of any other term. Waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

**21. Non-discrimination.** In connection with the performance of Consultant pursuant to this Agreement, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The City is an equal opportunity employer and requires that all consultants comply with policies and regulations concerning equal employment opportunity. The designated City Engineer and other personnel working on City projects will be required to comply with City policies and practices. Prior to the commencement of work, the designated City Engineer must show evidence of having completed the two hour AB 1234 Ethics in Public Service training as well as the two hour supervisory Prevention of Sexual Harassment training. The designated City Engineer will be required to complete subsequent ethics and sexual harassment training in the same manner as City's Department heads are required to complete such training.

**22. Notices.** The City department responsible for administering this Agreement is the Finance Department and all written communications hereunder with the City shall be addressed to the Finance Director. All notices, statements, reports, approvals, or requests or other communications, that are required either expressly, or by implication, to be given by either Party to the other under this Agreement shall be in writing and signed for each Party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed

in a properly addressed and stamped envelope and deposited in the U.S. Post Office for delivery. Unless, and until formally notified otherwise, all notices shall be addressed to the Parties at their address shown below:

**CITY:**

CITY OF LEMOORE  
Nathan Olson, City Manager  
711 W Cinnamon Drive  
Lemoore, CA 93245  
Attn: City Manager

**CONSULTANT:**

A&M CONSULTING ENGINEERS  
Orfil Muniz, P.E., Principal  
204 E Oak Avenue (Suite 5A)  
Visalia, CA 93291  
Attn: Orfil Muniz, P.E.

23. **Agent of City.** In performing the services required under this Agreement, Consultant is acting as an agent, but not an employee, of City, subject to the general supervision and control of its governing body and City Manager or designee. As such, Consultant shall be entitled to the same immunities and protections as any other City employee exercising discretion under all applicable statutes, regulations, and judicial and administrative precedent, subject to City's rights of action against Consultant for any professional errors or omissions of Consultant. Consultant shall have no right to any or all employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for providing to or on behalf of its employees, all legally-required employee benefits. In addition, Consultant shall be solely responsible and save City harmless from all matters relating to payment of the Consultant's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement Consultant may be providing services to others unrelated to City or to this Agreement.

24. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

25. **Conflicts of Interest.** Consultant covenants that neither the designated City Engineer nor any officer or principal of Consultant has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which in any way would hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. At all times, Consultant shall avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of City in the performance of this Agreement. The designated City Engineer is a "designated employee" under City's Conflict-of-Interest Code and so shall file all required statements of economic interest.

26. **New and Entire Agreement.** Upon the effective date of this Agreement, all other agreements between the Parties for the provisions of the services described herein are superseded. This Agreement represents the full and entire agreement between the Parties hereto with respect to the matters covered herein.

27. **Signature in Counterparts.** This Agreement may be signed in any number of counterparts, including facsimile copies which shall be treated as originals, all of which, taken together shall constitute the same instrument.

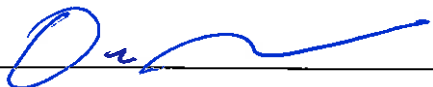
28. **Guarantee of Authority.** The persons signing this Agreement guarantee they are legally authorized to sign the Agreement on behalf of the designated Party and that such execution binds the designated Party to the terms of this Agreement.

CITY OF LEMOORE

A&M Engineering

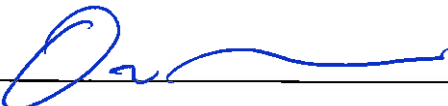
By \_\_\_\_\_

Nathan Olson, City Manager

By  \_\_\_\_\_

Orfil Muniz, Chief Financial Officer

ATTEST:

By  \_\_\_\_\_

Orfil Muniz, Secretary

\_\_\_\_\_  
Mary J. Venegas, City Clerk

**EXHIBIT "A"**  
**SCOPE OF SERVICES & TASK DESCRIPTIONS**

**SCOPE OF SERVICES**

The City of Lemoore plans to construct the necessary city improvements in order to support a new 80-acre development of light industrial (LI) land in accordance with an agreement with Kashian Development. A&M is ready to move forward with the necessary coordination and creation of the plans, specifications, and estimates (PS&E) as needed for the support of the new Kashian Development. The proposed services A&M will provide the City of Lemoore are described as follows:

**PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**

**Street Improvements** – The 60' ROW will include the design of curb/gutter & asphalt pavement for the roadway segments listed below:

- (Segment 1) Design 3,175 L.F. of 60' Right of Way (ROW) street to connect Enterprise Lane south to Idaho Avenue.
- (Segment 2) Design of approximately 2,000 L.F. 60' ROW street running east/west to connect the proposed light industrial road to 19th Avenue.
- (Segment 3) Design of approximately 725 L.F. 60' ROW street to connect access to Idaho Avenue.

**Utility Design (Water, Sanitary Sewer, & Storm Drainage)** – The utility design will consist of the following; city water infrastructure and hookups laterals behind curb, sanitary sewer infrastructure and hookups laterals to clean out, storm drain infrastructure as required by design (lift station to push water to property south of Idaho), & the relocation of existing storm water basin to new proposed location.

- Design of 8" to 12" service water main within the ROW in order to loop the new water system from Enterprise Lane down and over to 19th Avenue. It is anticipated that the design will consist of determining the water service main alignment, service water meter locations, and determining water apparatus locations, as necessary.
- Design of 10" to 15" sanitary sewer main within the ROW as needed to connect all proposed facilities. It is anticipated that the design includes laterals with cleanouts up to the end of the ROW.
- Relocate existing storm water basin on the south side of the property to another location as directed by the City of Lemoore or as determined.
  1. Relocation may require the design of a lift station to push water south of Idaho.
  2. Includes design of the proposed new basin.

#### **Irrigation Canal**

- Underground the existing 1,600 L.F. of Lemoore Canal and Irrigation Ditch by sizing a new Reinforced Concrete Pipe (RCP) to correctly convey flows.
- Headwall to be designed for Inflow/Outflow as required, with a trash rack to lower the possibility of clogs.

### **SCOPE OF SERVICES PROPOSED WORK FLOW**

#### **TASK 1 – COORDINATION, SURVEYING, & UTILITY RESEARCH**

##### **COORDINATION**

- Coordinate with the Kashian Development for driveway locations, water & sewer service stubs, fire hydrant locations, etc. & with the Lemoore Canal company as needed to determine an emergency use agreement, as applicable.
- Attend & coordinate meetings with the City of Lemoore to review and determine project options.
- Review and obtain Parcel Map (PM) from Kashian Development.
- Review and coordinate subconsultant for Geotechnical Report.

##### **SURVEYING**

- Perform a Topographic Survey of the proposed ROW alignment.
- Perform a Boundary Survey.
- Obtain Corner Records, County Surveyors field notes for the area, existing subdivision maps, existing record of survey maps, & Caltrans mapping for Highway 41.

##### **UTILITY RESEARCH**

- Implement utility plats, perform site visits to verify all existing utilities, contact all utilities in the area for on-site review and marking of potential utilities.

#### **TASK 2 - PRELIMINARY DESIGN (30% PLANS)**

##### **PREPARE SCHEMATIC DESIGN WHICH INCLUDES THE FOLLOWING:**

- Permitting Exhibits and Applications
- Preparation of schematic details and specifications
- Preparation of schematic plan drawing(s) which establishes a preliminary layout of city street improvements (driveway locations, water services, etc.), alignment for water, sewer, storm drain, and irrigation improvements & incorporates all city master plan (MP) improvements.
- Coordinate and facilitate Irrigation District or other utility permits.

##### **PRELIMINARY DESIGN MEETING**

- Schedule and conduct a preliminary design meeting with city staff & stakeholders.
- Review and secure city approval of design alignments.
- Facilitate design efforts and finalize a project schedule.
- Solicit input for city preferences for various project elements.



### **TASK 3 - DESIGN DEVELOPMENT PHASE (60% PLANS)**

#### **UTILITY RESEARCH & COORDINATION**

- Incorporate requested utility plats from all applicable utility contacts.
- Develop Detailed Three-Dimensional Utility Mapping.
- Submit Preliminary Plans to Affected Companies, Agencies & Districts.
- Prepare a Utility Avoidance Plan.
- Coordinate Utility Relocation Efforts (if needed)

#### **PERMIT COORDINATION**

- Provide Permit Coordination with entities having jurisdictional permit authority
- (CPUC) California Public Utilities Commission
- City of Lemoore Public Works
- Others as may be determined
- Prepare and Submit Permit Applications at Appropriate Design States
- Submit Plans and Specifications for Permitting Entity Review at Appropriate Design Stages

#### **PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATES (60%)**

- Prepare Preliminary Cover and Index Sheets
- Prepare Preliminary Plan and Profile Drawings (As needed)
- Prepare Preliminary Construction Detail Drawings
- Prepare Preliminary Technical Specifications
- Prepare a Preliminary Estimate of itemized Quantities and Costs
- Conduct Quality Assurance/ Quality Control (QA/QC) Review
- Submit Preliminary (60%) Plans, Specifications and Estimate
- Prepare and Submit Technical Memorandum
- Log and Address review comments and resolutions
- Secure City approval

#### **DESIGN DEVELOPMENT SUBMITTAL MEETING**

- Conduct Design Development Submittal Meeting
- Prepare Meeting Agenda and Minutes
- Present Results of Design Development Efforts
- Solicit Input from City for different Project Elements.

### **TASK 4 - CONSTRUCTION DOCUMENTS (100% PLANS)**

#### **FINAL DESIGN DOCUMENTS**

- Prepare Final Plans, Specifications, and Estimate.
- Revise plans to address (60%) city comments.

#### **FINAL PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)**

- Submit Final (100%) PS&E

## **TASK 5 - BIDDING PHASE**

### **BID SERVICES PROVIDED**

- Attend Pre-Bid Conferences
- Respond to Request for Information (RFI)
- Prepare Addenda and Clarifications
- Attend Bid Openings and Evaluate Bid Proposals
- Prepare Award Recommendation

### **(OPTIONAL) CONSTRUCTION PHASE AND ENGINEERING SERVICES DURING CONSTRUCTION**

#### **ENGINEERING SERVICES DURING CONSTRUCTION**

- Attend Pre-Construction Conferences
- Review Shop Drawings and Contractor Submittals
- Respond to Request for Information (RFIs)
- Periodic Worksite Observation
- Prepare Record Drawings
- Review Traffic Control Plans
- Review of As-built Plans

#### **SERVICES OUTSIDE OF SCOPE**

Services not included under our scope of work, but that may be provided upon request, include the following:

1. Traffic Impact Study (TIS)
2. Geotechnical Report
3. Parcel Map
4. Preparing Developing Site Plan
5. Speed Study
6. Aerial Drone Inspections/ Photogrammetry
7. Setting Property Corners
8. Environmental Compliance
9. Idaho Avenue & State Route 41 Off-site Improvements
10. State Route 41 Culvert Design

## **EXHIBIT “B”**

### **SCOPE OF SERVICES & TASKS FEE**

#### **PROFESSIONAL SERVICES FEE**

<b>TASK 1 - SURVEYING, UTILITY RESEARCH, AND COORDINATION</b>	<b>\$36,900</b>
<b>TASK 2 - PRELIMINARY DESIGN (30% PLANS)</b>	<b>\$30,247</b>
<b>TASK 3 - DESIGN DEVELOPMENT PHASE (60% PLANS)</b>	<b>\$43,680</b>
<b>TASK 4 - CONSTRUCTION DOCUMENTS (100% PLANS)</b>	<b>\$30,360</b>
<b>TASK 5 - BIDDING PHASE</b>	<b>\$6,934</b>
<i>(OPTIONAL) CONSTRUCTION PHASE AND ENGINEERING SERVICES DURING CONSTRUCTION</i>	<i>(T&amp;M)</i>
<b>TOTAL</b>	<b>\$148,121</b>

## EXHIBIT "B"

### 2019 HOURLY RATE SCHEDULE

Prevailing Wage

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal .....	\$138.00/Hour
Project Manager .....	\$138.00/Hour
Professional Engineer 3 .....	\$138.00/Hour
Professional Engineer 2 .....	\$127.00/Hour
Professional Engineer 1 .....	\$103.00/Hour
Assistant Engineer 3 .....	\$80.00/Hour
Assistant Engineer 2 .....	\$69.00/Hour
Assistant Engineer 1 .....	\$57.00/Hour
Professional Land Surveyor 2 .....	\$150.00/Hour
Professional Land Surveyor 1 .....	\$127.00/Hour
Assistant Land Surveyor .....	\$103.00/Hour
Land Services Technician .....	\$80.00/Hour
CAD Technician .....	\$46.00/Hour
Environment Consultant .....	\$135.00/Hour
Construction Manager .....	\$138.00/Hour
Construction Inspector .....	\$173.00/Hour
Construction Observer .....	\$138.00/Hour
Assistant Construction Observer .....	\$100.00/Hour
Construction Administrator .....	\$70.00/Hour
Administrative Assistant .....	\$55.00/Hour
Engineering Aide .....	\$55.00/Hour
Survey Party Mobilization .....	\$80.00/Hour
1-Man Survey Party .....	\$150.00/Hour
2-Man Survey Party .....	\$250.00/Hour
Equipment Rental and Associated Expense .....	Cost x 1.10
Materials, Printing, Subconsultant Procurement .....	Cost x 1.10
Mileage .....	@ Current IRS Rate

**Note:** A&M Consulting Engineers General Engineering Fee Schedule rates are subject to adjustment annually. Survey party and construction inspector rates are also subject to adjustment upon change in "Prevailing Rate" as determined by the Director of Industrial Relations, State of California.

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