City of Visalia NW Quadrant Railroad Crossings Project

Exhibit A

Detailed Scope of Work – Phase 1 and Phase 2

Introduction

This scope includes two phases. **Phase 1** is the preparation of a Feasibility Report by TRC Engineers, Inc. (CONSULTANT) to further study the provision of a new at grade crossing of the San Joaquin Valley Railroad (SJVR) /Union Pacific Railroad (UPRR) track along Goshen Avenue in the City of Visalia (CITY). The Project will include a traffic analysis of three candidate railroad crossings – Linwood Street, Chinowth Street, and Preston/Roeben Street to determine which is the most viable for future build out. The traffic study will consider current and projected traffic volumes, capacity, safety, constructability, and overall connectivity. The project study area is located between Shirk Road and North Demaree Street along Goshen Avenue. Justification for the new at-grade crossing will include eliminating at-grade crossing(s) in Downtown Visalia along W. Oak Avenue between N. Willis Street and N. Locust Street or the Giddings crossing at Goshen that goes to the cemetery, by creating right in/right out intersections.

Phase 2 is the preparation of the plans, specifications, and estimates of the selected alternative, which is assumed to be Chinowth Street, which includes street improvements to Chinowth Street from Houston Avenue to West Douglas Avenue.

Due to the site constraints and full residential buildout, a grade separation alternative is not feasible at any of the three locations. Further assumptions include the following:

- Reconfiguration of Goshen Avenue at the new crossing will be required.
- A new traffic signal will be required at the intersection.
- The intersection will need to be designed to accommodate the Class 1 trail that is being constructed as a separate project, north of the railroad tracks.
- In Phase 1, topographic surveys will not be used. Conceptual layouts will be prepared on aerial imagery. In Phase 2, topographic surveys will be required.
- It appears impractical to obtain temporary construction easements parallel to the road improvements due to the proximity of residential structures.
- In Phase 2, the approved environmental document will be a CEQA categorical exemption. It is assumed that only Phase 1 ISA, traffic, and land use (right of way and utility studies) will be performed. It is further assumed that NEPA clearance will not be required. If federal funding is obtained for this project, then NEPA would be required, and a contract amendment would be required.)

Phase 1 work hereunder includes a schematic layout of the project as an at grade crossing configuration. This layout will be schematic only and would need to be more fully designed in Phase 2. A preliminary cost estimate will be prepared as well as a brief memo regarding requirements for implementation. The memo will be incorporated into a feasibility study.

Scope of Work

The following is a description of work tasks that are to be performed:

Phase I: Preliminary Design Basic Tasks

Upon receiving written notice-to-proceed from the CITY, the preliminary design will commence. The following basic tasks will be performed.

Task 1 - Project Management and Coordination

This task consists of the direction of the work; attendance at one (1) in-office project meetings during the preliminary phase; project coordination with the CITY, affected agencies, and subconsultants; telephone coordination and conferences; monitoring schedule and budget performance; and preparing monthly progress reports, invoices, and schedule updates for the CITY. CONSULTANT will attend progress conference calls sixty minutes in duration monthly during the expected twelve-month duration of the Phase 1 work.

A Quality Control (QC) review will be implemented on the project to coordinate design and CADD to meet the **CITY's** goals for the project. Design documents will be reviewed by Senior managers at the 30% submittal. Comments will be addressed and incorporated into the 30% submittal to the client.

Deliverables:

- Meeting Agenda and Notes
- Email Conversation Confirmers
- Monthly Progress Reports
- Schedule Updates

Task 2 - Project Startup and Coordination

CONSULTANT staff will meet with the CITY at a kick-off meeting to discuss the Scope of Work, project requirements, design criteria, and the CITY 's most current scheduling and review requirements. An agenda and outline will be prepared and distributed before the meeting, and meeting notes will be prepared and distributed after the meeting. While meeting with the CITY, CONSULTANT will conduct a visual **on-site field investigation** to discuss existing conditions and confirm design assumptions. A CITY staff member will accompany the CONSULTANT on the site visit.

Deliverables:

- Kickoff Meeting Agenda
- Kickoff Meeting Notes

Task 3 – Aerial Mapping and Preliminary R/W Boundary

It is expected that aerials will be sufficient to prepare preliminary alignment studies as outlined in **Task 7** for the preferred alternative only. CONSULTANT will use existing aerial mapping and create base mapping files in AutoCAD for Phase 1. Parcel Maps will be used for R/W boundaries and approximate Right of Way will be placed into the AutoCAD base mapping files.

Topographic Survey and Boundary Surveys will be performed in Phase 2 for the preferred alternative.

Deliverables:

- Aerial Mapping

Task 4 - Utility Company Coordination

This task includes preliminary utility coordination with utility companies.

Work may include the following:

1. Preparation of Utility 'A' letters requesting mapping of existing and planned utility facilities (by CITY).
2. Plot utility locations from information provided in 'A' Letter responses on base map. Note CONSULTANT will not perform any surveys in completing this task, thus it is understood that utility locations plotted in this manner are approximate.

Deliverables:

- Utility “A” Letters

Task 5 – UPRR and SJVR Initial Coordination and Approvals

CONSULTANT will coordinate with UPRR in preparing or performing the following:

- Prepare separate reimbursement letter agreements between the City and Railroad (UPRR and SJVR) Benesch consultant will not attend meetings until agreements are in place.
- Prepare a formal concept plan submittal of the preferred alternative to UPRR.
- Prepare and Attend a Diagnostic Meeting - CONSULTANT will meet with the CITY, and **railroad representatives** to discuss any preliminary studies involving the at-grade intersection improvements in the vicinity; track requirements; current rail operations including frequency and types of train traffic, and to ascertain any future track or operational changes or proposed additions. Although infeasible, we will also discuss potential grade separation configurations and obtain railroad concurrence on this infeasibility. Maintenance access requirements, design criteria and requirements, and their review and approval process, including any new procedural or technical requirements will also be discussed. (Two (2) virtual meetings are anticipated with this task.)
- Prepare application for SH130 grade crossing funding.
- The CONSULTANT will develop a project schedule incorporating necessary submittals and review periods that will be required by UPRR.

Deliverables:

- Reimbursement Letter Agreements for (UPRR and SJVR)
- Diagnostic Meeting Agenda and Notes
- Draft SH 130 Fund Application and Transmittal Letter

Task 6 - Traffic Analysis

CONSULTANT (Peters Engineering Group) will prepare a traffic analysis report that will analyze the effects of three different potential at-grade rail crossings in Visalia, California. The

report will include an analysis of vehicle miles travelled (VMT) and will also determine levels of service and anticipated queuing conditions at the study intersections listed below:

- Shirk Street/Goshen Avenue
- Akers Street and Goshen Avenue
- Chinowth Street and Goshen Avenue
- Demaree Street and Goshen Avenue
- Demaree Street/Houston Avenue
- Linwood Street/Ferguson Avenue

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CONSULTANT will evaluate three alternatives for future at-grade intersections. The alternatives are described below:

1.) Alternative 1 will improve Chinowth Street from Houston Avenue to a new intersection at Goshen Avenue and will continue improvements to W Douglas Avenue.
2.) Alternative 2 will improve Linwood Street from Houston Avenue to a new intersection at Goshen Avenue.
3.) Alternative 3 will improve Preston/Roeben Street from Sweet Avenue to a new intersection at Goshen Avenue.

CONSULTANT will provide engineering support to CONSULTANT (Peters Engineering Group) in providing conceptual layouts, review of reports, email and phone coordination, and facilitate coordination with the CITY.

Please refer to **Attachment A** for Peters Engineering Group's detailed scope of work for this task.

Task 7 - Preliminary 30% Plans (Preferred Alternative)

CONSULTANT will prepare 30% plans of the preferred alternative. The preferred alternative in this proposal is improving Chinowth Street from Houston Avenue to W Douglas Avenue.

All drawings will be prepared in AutoCAD Civil3D 2024 or later version.

Geometric Approval Layout Drawings

Preliminary plans will evaluate horizontal and vertical alignments for the preferred alternative, using aerial imagery, existing utility locations, traffic control / staging issues, and project costs, including right of way impacts.

The 30% plans will study the horizontal alignment limits required to conform to the existing roadway and how connections to intersecting roadways are provided or not provided. The vertical alignment will be studied so that it conforms to ADA standards. It is anticipated that no structures will be required for any of these alternatives.

Geometric approval drawings of the other street intersections can be prepared as Supplemental Services.

Oak Avenue Conceptual Improvements

Also, as part of this task, the CONSULTANT will evaluate eliminating a few at-grade crossings in the Downtown area of the City of Visalia on West Oak Avenue or at the Giddings crossing at Goshen Avenue. Per the current UPRR manual, three (3) at-grade crossings need to be removed to add one new at-grade crossing. Improvements to eliminate at-grade crossings may include

bulb outs at the corners and medians to only allow right in and right out at the intersections. Conceptual plans will be prepared along West Oak Avenue to be used in discussions with the railroad. This proposal includes developing three conceptual layouts applicable to any street under consideration. (Total of three intersections) Additional intersection details would be considered extra work.

Layout of the Grade Crossing Configuration

CONSULTANT will prepare the layout of a grade crossing configuration for the preferred alternative. CONSULTANT will approximate rail crossing protection feature locations, assuming quad gates, a median and separate pedestrian crossing gates. CONSULTANT will not prepare a detailed design nor perform various iterations of this layout. Any such effort should be pursued in the design phase of the project. Since the streets do not currently carry through the crossings, one stage of construction will be assumed.

Products:

- Geometric Approval Drawing – At-grade intersection layout plans for the preferred alternative
- Oak Avenue Conceptual Improvements
- Grade Crossing Configuration Exhibits of the preferred alternative

Task 8- Preliminary Cost Estimate for the preferred alternative

A cost estimate will be prepared for the preferred alternative. The preliminary cost estimate will be developed in conformance with the Caltrans 11-page "Preliminary Estimate of Cost Summary" per their PDPM. These documents will be included in the Feasibility Report submittal.

Products:

- Cost Estimate – For the preferred alternative

Task 9 - Feasibility Report

CONSULTANT will prepare a Feasibility Report with a recommendation on the preferred alternative. The following documents will be included in the Report:

- Location Map
- Geometric Approval Drawing of the preferred alternative
- Right of Way and Utility Data Sheets
- Project Cost Estimate of the preferred alternative
- Conclusions and Recommendations for Future Work
- Potential Funding Sources
- Photographs (in an Appendix)

A Draft Feasibility Report will be submitted to the CITY for review and comment. Comments will be addressed, and the final report prepared.

Deliverables:

- Draft Feasibility Report
- Final Feasibility Report

Task 10 – City Council Meeting Support

The goal of this task is to assist the City with presenting the alternatives to the City Council.

10.1 - Attendance and Support at City Council Meetings

City Council Meetings

The team will work with the City and attend two (2) City Council meetings related to the project and take meeting notes as needed. The CONSULTANT will prepare the PowerPoint presentation to present the preferred alternative to the Council, take notes, and prepare action items. The CITY will prepare the City Council agenda package.

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Task 10 Deliverables:

- PowerPoint Presentation for the City Council Meetings
- Two (2) City Council meetings; attend and prepare summaries.

Phase 2: Final Design Basic Tasks

The preferred alternative will be determined during Phase 1. However, for this scope, it is assumed that the preferred alternative will be to improve Chinowth Street from Houston Avenue to W Douglas Avenue with a new signalized at-grade crossing at the intersection of Goshen Avenue. Upon receiving written notice-to-proceed from the CITY, the final design will commence. The following basic tasks will be performed.

Task 1 - Project Management and Coordination

This task consists of the direction of the work; attendance monthly PDT meetings during the final design phase (twenty-four (24) project meetings), project coordination with the CITY, affected agencies, and subconsultants; telephone coordination and conferences; monitoring schedule and budget performance; and preparing monthly progress reports, invoices, and schedule updates for the CITY. CONSULTANT will attend progress conference calls sixty minutes in duration monthly during the expected twenty-four-month duration of the Phase 2 work.

CONSULTANT staff will meet with the CITY for a site walk field meeting to discuss the Scope of Work for the Final design phase, project requirements, design criteria, and the CITY 's most current scheduling and review requirements. An agenda and outline will be prepared and distributed before the meeting, and meeting notes will be prepared and distributed after the meeting. While meeting with the CITY, CONSULTANT will conduct a visual **on-site field investigation** to discuss existing conditions and confirm design assumptions. Preferably a CITY staff person will accompany the CONSULTANT on the site visit.

Deliverables:

- Phase 2 Kickoff Meeting Agenda
- Phase 2 Kickoff Meeting Notes

A Quality Control (QC) review will be implemented on the project to coordinate design and CADD to meet the **CITY's** goals for the project. Design documents will be reviewed by Senior managers at the 65%, 95%, and 100% submittal. Comments will be addressed and incorporated into the submittal to the client at each stage.

Deliverables:

- Meeting Agenda and Notes
- Email Conversation Confirmers
- Monthly Progress Reports
- Schedule Updates

Task 2 – Phase 2 Utility Company Coordination

This task includes continued coordination with utility companies. One meeting will be set up with affected utility companies to identify potential conflicts and relocation of any existing utility facilities or placement of new facilities. Work hereunder excludes any design to accommodate and support any new facility.

Work may include the following:

1. One meeting to discuss the project and utility company or CITY utility requirements.
2. Telephone and e-mail consultation with utility agencies to coordinate location and integration of any new facility into the project.
3. It is assumed that this project will have minimal impact on existing utilities other than raising surface features to grade.
4. When the 65% PS&E is complete, CONSULTANT shall prepare Utility Relocation Claim Letters "B" letters and forward to the CITY to be placed on City letterhead. CONSULTANT will forward the letters and plans to the utility agencies. For utilities owned or maintained by the CITY, the CITY project manager shall forward the Utility B letters to the appropriate CITY staff member and send a copy of the transmittal to CONSULTANT.
5. One Utility meeting in the field is anticipated with this task to coordinate with any utility representatives that are affected by the project. Ongoing utility coordination through phone calls and emails will continue throughout the design phase.
6. Utility conflict maps will be prepared and included in the Contract Documents for the project.
7. When the Final PS&E is complete, Utility "C" letters (Notice to Owners) will be prepared and sent out to all of the affected utilities by CONSULTANT to begin the relocation process.
8. CONSULTANT will coordinate with electrical utility owner for a new power service point of connection for the new traffic signal and railroad equipment.
9. Attention is directed to **Attachment F** for the (5) anticipated plan sheets to be completed in this task.

Deliverables:

- Utility Status Table
- Utility Letters

Task 3 Topographic Survey

Land Surveying will include research, horizontal and vertical control, along with topographic surveying, mapping and a right of way boundary survey. UNICO will coordinate with the City and

the UPRR/SJVR to attain the necessary permitting and documentation required for this project. UNICO will also coordinate with client to provide survey status updates and schedule.

CONSULTANT will prepare a survey request and coordinate with the survey team.

Please refer to **Attachment B** for Unico's detailed scope of work for this task.

Task 4 – UPRR/SJVR Coordination and Approvals during the PS&E Phase (Time and Materials)

CONSULTANT understands that the CITY will need to obtain a Construction, Maintenance, and Use Agreement for the grade crossing. This scope anticipates that a separate agreement with UP will be required to incorporate other intersection improvements that are to be made. Due to the indeterminant iterations that are expected during this work this work will be performed on a time and materials basis. CONSULTANT will coordinate with UP and SJVR in preparing or performing the following:

- Approval of the Draft PS&E Submittal
- Preparation of the amended or separate Construction, Maintenance, and Use Agreement
- UP and SJVR Invoice Review
- Railroad Access Right limits
- The CONSULTANT will obtain a Railroad Contractor Agreement from Union Pacific and SJVR and will include it in the special provisions for the project.
- The CONSULTANT will prepare any easement (indenture) documents.
- CONSULTANT will prepare the paperwork for railroad permits, rights of entry, letters to UPRR and SJVR to allow CONSULTANT to represent CITY in certain discussions and correspondence. CITY will review the documentation and sign as needed. CITY will pay for all railroad permits and review costs.
- CONSULTANT will update the project schedule and include milestone submittal and approval tasks, including review periods.

Task 5 – PUC COORDINATION AND APPROVALS during the PS&E Phase (Time and Materials)

Due to the indeterminant iterations that are expected during this work this work will be performed on a time and materials basis.

CONSULTANT will coordinate with the PUC and prepare or perform the following:

- Prepare GO88-B PUC Application for Authorization to Construct the Project

A detailed scope for each subtask follows:

Task 5.A Prepare PUC G.O. 88-B Application for the Project

Preparation of an application for authorization to construct the project per General Order 88-B of the CPUC.

Task 5.B. Monitor PUC Application Approval

CITY will file the project application prepared under Task 5.B with the PUC. CONSULTANT will monitor approval status and notify the CITY of any hearing date (not expected to be required).

Task 6 – Geotechnical Engineering

The objective of the geotechnical investigation is to assess soil conditions and to provide geotechnical engineering recommendations for the use by the project designers in preparation of the plans and specifications for the project.

Please refer to **Attachment C** for BSK's detailed scope of work for this task.

Task 7 – Environmental Document

The railroad crossing would include a new 2-lane collector, and a new at-grade railroad crossing and traffic signal at the intersection to relieve congestion on a nearby arterial street (Demaree Street). The City is the lead agency under the California Environmental Quality Act (CEQA), and the City has secured local funding to implement the project.

Construction would result in some excavation work that would be limited to the new traffic signal poles (13-15 feet below grade), and new road improvements (2 feet below grade). Right of way or an easement from the railroad is anticipated to be necessary in order to construct the railroad crossing. Properties surrounding this intersection are developed with single family residential houses (northwest), self-service mini storage (northeast), event venue (southwest), and commercial businesses (southeast). Vegetation within the project area consists of ornamental street trees along the project corridor and there are no waterways within the project area.

The GeoTracker website identifies the former Kaweah Crop Dusting site about 700 west of the intersection. Potential chemicals of concern at this site were pesticides and herbicides. The case is identified as having been closed in 1965, and there are no maps or documents on the website to review. The area around this site is now developed as an apartment complex. About 120 feet of concrete curbing is present along the north side of West Goshen Avenue at this intersection that may need to be removed to complete the project, as well as a streetlight and storm drain. An asphalt paved pedestrian/bicycle path runs parallel to West Goshen Avenue between Goshen and the railroad tracks.

Task 7.A Engineering Support to the Environmental Document

CONSULTANT will prepare an Area of Potential Effects/Impact (APE/I) Map for the enveloped area of each alternative for use in environmental studies. CONSULTANT will assist in preparation of the project description and determining CEQA boundaries. CONSULTANT will advise the CITY on environmental constraints, the process, and take the necessary steps to maintain the CEQA exemption.

CONSULTANT will also provide coordination with the CITY's environmental team regarding engineering support to assist with the technical studies.

Deliverables:

- APE/I Map
- Project Description

Task 7.B Environmental Document (By City- No CONSULTANT hours)

The project requires compliance with the California Environmental Quality Act (CEQA). The City is expected to act as the Lead Agency under CEQA and will prepare all CEQA studies for this project. Certain classes of projects are specifically called out in Section 15300 of the CEQA Guidelines as projects that have been determined not to have a significant effect on the environment, and which are therefore exempt from the provisions of CEQA. According to Section 15301 of CEQA, a project can be categorically exempted from CEQA if it involves the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination (Class 1). Existing facilities include existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities, and other alterations such as the addition of bicycle facilities (this includes road grading for the purpose of public safety). It is assumed that a Categorical Exemption (CE) would be the appropriate level of CEQA documentation. However, further analysis is required to determine whether the new at-grade crossing and traffic signal would be consistent with the City's General Plan and Transportation Element and involve an expansion of use. The CITY will prepare the environmental CEQA studies and prepare the Categorical Exemption (CE) for the project.

Task 7.C Hazardous Waste Memo

BSK will prepare the environmental soil sampling memo and testing to support the Environmental CEQA studies. Please refer to the detailed scope of work for this task in **Attachment C**

Task 8 – 65% PS&E

Project plans prepared by the Consultant shall include a complete set of plans at the 65% level. All identified and affected existing utilities shall be accurately indicated on the plans. Plans at 65% should be sufficient level to start ROW acquisition.

Contract drawings will be developed using AutoCAD 2024 or newer, at the consultant's sole discretion.

CONSULTANT will prepare civil design and plans; certain features are clarified below:

- Construct street improvements on Chinowth Street from Houston Avenue to W. Douglas Avenue.
- Install Pedestrian Crossing gates on both sides of Chinowth Street
- Tie in pedestrian improvements into the Class 1 trail parallel to Goshen Avenue.
- Design a new traffic signal at the intersection of Goshen Avenue and Chinowth Street.

Task 8.1 – Prepare 65% Plans

8.1.1 – Roadway

The CONSULTANT will design the roadway and prepare the contract drawings for same. The pavement section, roadside drainage and roadside barriers are included in the design. Layout sheets will be developed using a 1" = 20' scale.

Roadway design shall include the following Contract Drawings:

Contract Drawings to be completed at the 65% stage

Contract drawings for the Project will include:

- Title Sheet
- Survey Control Sheet
- Typical Sections (Listing Roadway Design Criteria: Traffic Index, Design Speed, etc.)
- Layout
- Profile and Superelevation Diagram
- Construction Details
- Construction Details – ADA ramps 1" =5'
- Drainage Plans and Profiles
- Drainage Details
- Pavement Delineation Plans
- Detour Plans
- Construction Area Signs
- Lighting
- Signal Design

It is assumed that no traffic handling/stage construction sheets will be prepared with this submittal. The Contractor will be required to prepare a traffic control plan which will be submitted and approved by the CITY prior to construction. Caltrans standard plans for lane closures will be utilized. Detour plans and Construction Area sign sheets will be prepared.

It is also assumed that temporary water pollution control plans will not be required. However, in the engineer's estimate, bid items for water pollution control BMP's will be included. It will be the Contractor's responsibility to prepare a storm water pollution control plan as part of construction.

City and Caltrans standards will be used. City Standards will govern.

A full list of sheets is listed in Attachment F at the end of this scope of work.

8.1.2 – Traffic Signal Design/Street Lighting and Electrical Design

Signal electrical work and preemption work shall be performed by Peters Engineering Group.

Please refer to **Attachment A** for Peters Engineering Group's detailed scope of work for this task.

Task 8.2 – Cost Estimates (Specifications later)

The 65% estimate format will be consistent with the Caltrans Construction Contract Development Guide and a BEES listing will be included. Unit prices will be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from the City and Caltrans, reflecting the location of the project and the quantity of each item.

At the 65% stage, a bid item list will be prepared and will be submitted with the Plans and Estimate. Special Provisions will not be prepared until the 95% stage, as standard special provisions change frequently.

Task 8.3 – Drainage Analysis

The existing drainage on Chinowth street drains into an existing storm drain system which outfalls to a local infiltration basin west of Chinowth Street. With the new improvements, a new storm drain system will tie into the existing storm drain system which outfalls to this basin. The CONSULTANT will calculate the additional runoff from the improvements and will verify that the existing basin can accommodate the additional runoff.

Task 8.4 – Prepare 65% Submittal

The CONSULTANT will assemble the 65% submittal deliverables and submit them to the CITY for review.

Task 8 Deliverables:

- 65% Plans (after QA/QC is complete)
- 65% Engineer's Estimate (after QA/QC is complete)

Task 9- 95% PS&E

Task 9.1 – Prepare 95% Plans

PS&E shall be 95% complete. Major subtasks for this phase of the work are:

- Incorporate CITY review comments into the design and bidding documents, if any
- Complete the design documents and bidding documents
- Prepare Special Provisions
- Prepare revised Engineer's Estimate (Bid Item List)

The QC/QA procedures described in Task 1 will be implemented during this task with an emphasis on coordination between structural, traffic and utility documents.

Task 9.2 – Cost Estimates and Specifications

The CONSULTANT will prepare an itemized engineer's estimate at the 90% stage. Work also includes updating the bid item list to correspond to City and Caltrans current standards. City Standards will govern. Prices will be updated to current expected values.

The CONSULTANT will develop project specifications and special provisions from the most current Caltrans and CITY standards in effect as of the date of Notice to Proceed. The current Caltrans standards are dated 2024. The Consultant will edit the applicable Caltrans Standard Special Provisions (SSPs) and prepare required special provisions. The CONSULTANT will utilize the CITY "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement. CONSULTANT will also prepare the Bid Book using the template provided by the CITY.

Specifications and the bid book will be updated and finalized with comments from the CITY after the 95% submittal.

The 95% PS&E will be submitted after the QC/QA procedures have been performed and incorporated. The design of the project is essentially complete at this time.

Task 9.3 – Prepare 95% PS&E Submittal

The Consultant will assemble the 95% submittal deliverables and submit them to the CITY for review.

Task 9 Deliverables:

- Response to 65% comments
- 95% PS&E

Task 10 – Final (100%) PS&E

Task 10.1 – Prepare Final 100% PS&E

This phase begins after the 95% PS&E is submitted and CITY has responded with comments.

The objective in this task is to provide the design and construction documents the CITY will use to advertise for bids and administer the project construction. It is assumed that only minor comments are received at this time and that the PS&E shall be 100% complete after such minor comments are addressed.

Major sub tasks for this phase of the work include:

- Incorporate CITY review comments into the bidding documents including the plans, special provisions, bid book and estimate, if any
- Sign and seal the design and bidding documents.
- Prepare copies of design, design check and bidding documents in the quantities required by the CITY.

Task 10.1 Deliverables:

- The deliverable for this task shall not be prepared until receiving written authorization from the CITY.

Task 10.2 – Prepare Ready to List Documents

The CONSULTANT will provide that the Contract documents meet the ready to list requirements and will submit a checklist with the 100% PS&E to the CITY.

Task 10.3 – Prepare 100% PS&E Submittal

The CONSULTANT will assemble the 100% submittal deliverables and submit them to the CITY for review.

Task 10 Deliverables:

- Electronic PDFs of both 11x17 and 22x34 plans
- (3) Sets of 22x34 final design plans
- Specifications electronically in PDF and Word Format
- Copy of Engineer's Estimate
- Copy of design check calculations
- Copy of design check quantities
- Two (2) copies of Resident Engineer pending file
- Two (2) copies of the Geotechnical Report
- Two (2) copies of hydraulic studies and reports
- One (1) Flash drive with electronic versions of all Task 10 deliverables itemized above in DWG, MS Excel or MS Word format, Print ready PDF files of same will be provided. Design plans will be provided in AutoCAD and PDF formats.

Task 11 Right of Way Engineering and Clearance (Refer to Optional Services)

Task 12 CPUC Funding Acquisition (Time and Materials)

CONSULTANT will coordinate with the PUC to discuss their oversight, requirements, and temporary rail crossing protection devices. Due to the extensive iterations expected during this work this work will be performed on a time and materials basis.
CONSULTANT will prepare or perform the following:

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- Data from the preliminary engineering phase including legal descriptions of affected real property, plan and profile, structure plan, environmental documentation, and location and vicinity maps shall be provided and incorporated into the application.
- Monitor SH130 application for funding

Task 13 CPUC/UPRR/SJVR Plan Development Acquisition (Time and Materials)

CONSULTANT will coordinate with the PUC, UPRR, and SJVR in development of grade crossing design plans. Due to the extensive iterations expected during this work this work will be performed on a time and materials basis. The work would include:

- Attendance at quarterly virtual meetings to discuss railroad and PUC comments on the PS&E and attempt resolutions before changes are made.
- Updating PS&E at various stages (assumed 30%, 60%, and 90%) to incorporate PUC/UPRR/SJVR comments and preferences. Design hours for plan updates are included in the various design stages. For this task, a comment response form will be prepared, and comment responses will be recorded.
- Additional work related to pre-signaling, signal timing, intersection signal modifications, and grade crossing protection devices and configuration. **Also, refer to Attachment "A-2" for responding to electrical comments from Peters Engineering Group for this task.**

Optional Extra Tasks

The following extra task is not included in the base scope of work but presented for consideration for inclusion herein or to convey an understanding of certain future tasks that would need to be performed to actually implement the project or better understand the feasibility and costs. Authorization from the CITY would be required before working on this task.

Phase 1 Optional Services

Task 7.A – Preliminary Drawings of Alternatives (Optional)

At the direction from the CITY, CONSULTANT will prepare 30% plans on aerial images for the following alternatives:

1. Alternative 2 will improve Linwood Street from Houston Avenue to a new intersection at Goshen Avenue.
2. Alternative 3 will improve Preston/Roeben Street from Sweet Avenue to a new intersection at Goshen Avenue.

Phase 2 Optional Services

Task 2A – Utility Potholing (Optional)

Bess Test Lab will conduct up to ten (10) utility potholes to positively locate utilities that may be in conflict. Please refer to **Attachment D** for Bess Test Lab's detailed scope of work for this task.

Task 11 Right of Way Engineering and Clearance (Optional)

Chinowth Street will be improved from W Goshen Avenue to Houston Avenue, adding a grade crossing and W Goshen. The project will be constructed primarily in public right of way, aside from the San Joaquin Valley Railroad Company (SJVR) parcel.

This task includes engineering support to the right of way process including preparing right of way needs maps needed to support discussions with the SJVR. Coordination with the surveyor will be required to prepare the plats/legals necessary for the project.

Please refer to **Attachment B** for Unico's detailed scope of work for this task in preparing the plat/legal for the railroad parcel.

Please refer to **Attachment E** for Bender Rosenthal's detailed scope of work for this task in coordination with SJVR.

Task 14 – Pre-Construction Engineering Services (Optional)

The CONSULTANT will remain available to provide assistance during bidding and award. This task includes support during the bidding phase. CONSULTANT will evaluate and respond to bidder inquiries when requested by the CITY. When necessary, the CONSULTANT will assist the CITY in preparing addenda. CONSULTANT will review the CITY-prepared bid analysis (unit price summary) for all bidders and advise the CITY on issues that may arise. All work shall be performed and reimbursed on a time and materials basis due to the indeterminate nature of the work.

Phase 3: Construction Phase Basic Tasks (Optional)

Upon receiving written notice-to-proceed from the CITY, the construction phase will commence. The following basic tasks will be performed.

Task 1- Project Management during the Construction Phase

This task includes managing the CONSULTANT's effort, including quality control of deliverables, documentation, maintaining files, invoicing, etc. A maximum of 40 labor hours of such work is included under Basic Services for this task.

Task 2 -Attend Preconstruction Meeting

One member of TRC's staff will prepare for and attend the preconstruction meeting with the Contractor, Resident Engineer, etc.

Task 3 - Site Visits

This task includes site visits to observe critical construction activities or as may be requested by the CITY. A maximum of three (3) such site visits are included under basic services. Additional site visits shall be reimbursed as Extra Services.

Task 4 - Phone Consultation

This task includes phone consultation to discuss project construction activities. A maximum of 40 labor hours of such work is included under Basic Services for this task.

Task 5 - Respond to RFIs

This task includes responding to Requests for Information from the Contractor during the course of construction. A maximum of 40 labor hours of such work is included under Basic Services for this task. Additional effort shall be reimbursed as Extra Services.

Task 6 - Shop Plan Reviews

This task includes review of Contractor-prepared shop plans for the following:

- Traffic Control Plans
- Water Pollution Control Plan
- Electrical System Plans

A maximum of 60 labor hours of such work is included under Basic Services for this task.

Task 7 - Change Order Assistance

This task includes assistance in evaluating or modifying existing plans and specifications for incorporation into change orders prepared by the CITY. A maximum of 50 labor hours of such work is included under Basic Services for this task.

Task 8 - Attendance at Other Meetings

Attendance at one (1) additional meeting is included in basic services. Additional meetings may be held concurrently with the site visits suggested in Task 3. All additional meeting attendance shall be performed and reimbursed as Extra Services.

Task 9 - Preparing As-builts

This task includes preparing the final as-builts for the project. The RE will submit the redlines of the change orders that occurred during construction to the CONSULTANT and the CONSULTANT will edit the AutoCAD file to show the final revisions using the CT plans and preparation manual for completing as-built drawings. The final submittal of the as-builts will be delivered to the CITY in both PDF and AutoCAD formats. A maximum of 100 labor hours of such work is included under Basic Services for this task. Additional effort shall be reimbursed as Extra Services.

FEE

CONSULTANT will be reimbursed in accordance with the attached fee proposal using the specific rates of compensation methodology. Rates per classification will be according to the Master Service Agreement, City of Visalia on-call contract.

ATTACHMENTS

A – Peters Engineering Group Scope of Work

B – Unico's Surveying Scope of Work

C- BSK Geotechnical Engineering Scope of Work

D- Bess Test Lab Utility Potholing Scope of Work

E- Bender Rosenthal- Right of Way Scope of Work

F- Plan Sheet List

ATTACHMENT A-1

SCOPE AND FEE

PETERS ENGINEERING

Traffic Analysis

SCOPE OF SERVICES
Traffic Analyses
NW Quadrant Railroad Crossings Project
Visalia, California

INTRODUCTION

Peters Engineering Group (Consultant) will provide TRC (Client) with engineering services for the subject project as described herein. Consultant's services will result in the preparation of a traffic analysis report that will analyze the effects of three different potential at-grade rail crossings in Visalia, California. The report will include an operational analysis of levels of service and queuing at the study intersections, as well as an analysis of vehicle miles traveled (VMT).

PROJECT UNDERSTANDING

The City of Visalia is considering three alternatives for a new at-grade rail crossing and a connection to Goshen Avenue at the following locations:

1. Linwood Street north of Goshen Avenue
2. Chinowth Street north of Goshen Avenue
3. Preston Street (Roeben Street) north of Goshen Avenue

The City wishes to conduct a comprehensive traffic analysis to determine the most viable option for future buildout.

WORK TASKS

The Consultant will perform the work tasks described below.

Task 1 Kickoff Meeting

Consultant will attend a kickoff meeting with Client and City staff to discuss pertinent aspects of the Project. It is anticipated that the kickoff meeting will be accomplished on line. The meeting should include a discussion of the approach to traffic modeling and the intersections to be analyzed.

Task 2 Field Review

Consultant will perform a field review to ascertain the existing road conditions and traffic patterns at the study locations.

Task 3 Project-Specific Traffic Modeling

Consultant will coordinate with City of Visalia staff and the Tulare County Association of Governments (TCAG) to perform Project-specific traffic modeling using the horizon-year Tulare County traffic model. The traffic modeling request will be provided to the City for review prior to submitting it to TCAG. The traffic modeling is expected to include three different model runs, one for each project alternative. The road segments to be added to the model will be illustrated for City and TCAG review. The traffic modeling request will ask that TCAG provide the regional vehicle miles traveled (VMT) output for each model run, as well as VMT for the current horizon-year model without the Project.

It is assumed that TCAG will not charge a fee for the traffic modeling because it is being requested by the City of Visalia as a member agency for planning purposes.

Analysis of potential mitigation measures for the purposes of quantifying a VMT reduction is beyond the scope of this study.

Task 4 Traffic Counts

Manual traffic counts (including turning movements, automobiles, heavy vehicles, pedestrians, and bicycles), will be performed at the study intersections on one weekday. It is suggested that 24-hour turning movement counts be performed at each intersection to identify the peak hours that occur between 7:00 a.m. and 9:00 a.m. on a weekday morning and between 4:00 p.m. and 6:00 p.m. on a weekday evening, as well as 24-hour volumes to estimate average daily trips (ADT). The 24-hour counts will also identify peak hours that occur outside the typical peak hours.

It is assumed that traffic counts will be required at the following locations:

1. Shirk Street / Goshen Avenue
2. Akers Street / Goshen Avenue
3. Chinowth Street / Goshen Avenue
4. Demaree Street / Goshen Avenue
5. Demaree Street / Houston Avenue
6. Linwood Street / Ferguson Avenue

The number of trains passing intersections 1 through 4 during the 24-hour period will be counted, including the time of day that the train passed and the duration of the train event.

It is recommended that traffic counts be performed while schools are in session. Therefore, traffic counts during the summer months may not be feasible.

Task 5 Traffic Analyses

Consultant will perform intersection analyses to determine levels of service and anticipated queuing conditions at the study intersections listed above. The following scenarios are expected to be studied:

1. Existing Conditions;
2. 10-Year Conditions With No Project
3. 10-Year Conditions With Linwood Street Crossing
4. 10-Year Conditions With Chinowth Street Crossing
5. 10-Year Conditions With Preston Street (Roeben Street) Crossing
6. 20-Year Condition With No Project
7. 20-Year Conditions With Linwood Street Crossing
8. 20-Year Conditions With Chinowth Street Crossing
9. 20-Year Conditions With Preston Street (Roeben Street) Crossing

Future traffic projections will be based on information obtained from the Tulare County travel model output using an Increment Method or growth rate. Operational analyses will be performed to determine the level of service and queuing conditions at the study locations for each of the study scenarios. The time periods to be analyzed for operations will be the weekday a.m. and p.m. peak hours.

Task 6 Draft Traffic Analysis Report

Consultant will prepare a report for review by the Client. The report will include presentation of the results of the tasks outlined herein and recommendations for the most viable crossing location. The report will be provided in electronic portable document format (pdf).

Task 7 City Review Meeting and Review Comments

Consultant will present the findings of the report to City staff. Review comments and feedback from City staff will be obtained and discussed. Comments that require work not described herein will be addressed as Additional Services as described below.

Task 8 Final Traffic Analysis Report

Review comments and feedback from City staff will be incorporated into a final report presented the findings, data analysis, and recommendations for the most viable crossing location. The report will be provided in electronic portable document format (pdf).

CLIENT'S DUTIES AND RESPONSIBILITIES

The Client shall:

a) Provide all criteria and full information concerning Client's requirements for the project.

b) Provide Consultant with plans indicating the locations, types, and sizes of the proposed improvements.

c) Apply for and obtain all approvals and permits from all governmental agencies having jurisdiction over the project, and such approvals from other entities as may be necessary for the project, with the assistance from the Consultant or as additionally authorized. Client shall pay all fees and charges associated with securing permits and approvals not previously described.

d) Give prompt notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

e) At Client's discretion, authorize and direct Consultant to provide necessary Additional Services.

ADDITIONAL SERVICES

The Client may, at its sole discretion, request that Consultant perform Additional Services. Both parties, prior to proceeding with these services, shall execute a written amendment to this Agreement. Additional services will be required if Consultant is to perform services or attend meetings not specifically described herein. A viability assessment, identification of construction constraints, cost estimates, and assessment of cost implications are excluded from the proposed scope of services and would require a separate proposal.

RIGHT TO RELY

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

COMPENSATION

Consultant's fee for the traffic analysis as described herein will be a lump sum of **$59,900.00**.

It is assumed that TCAG will not charge a fee for the traffic modeling because it is being requested by the City of Visalia as a member agency for planning purposes.

Compensation for Additional Services shall be in accordance with the attached Rate Schedules (Exhibit "B") and would be performed only if requested by Client.

SCHEDULE

It is anticipated that Task 6 will be complete within approximately three months of the kickoff meeting. The schedule may be affected by the availability of TCAG to complete the traffic modeling, and whether or not traffic counts may be performed during summer months.

PETERS ENGINEERING GROUP
A CALIFORNIA CORPORATION

Exhibit "B"

HOURLY RATE SCHEDULE
(Effective 1/1/25 to 6/30/26)

CLASSIFICATION	RATE
Principal Civil Engineer	$240/hr
Senior Civil Engineer	$220/hr
Civil Engineer	$195/hr
Land Surveyor	$185/hr
Staff Engineer	$170/hr
Draftsperson/Technician/Inspector	$150/hr
Clerical	$100/hr
Litigation Support	$500/hr

REIMBURSABLES SCHEDULE
(Effective 1/1/25 to 6/30/26)

DESCRIPTION	RATE
Mileage	$0.68/mile
Travel Subsistence	Actual Cost + 10%
Postage	Actual Cost + 10%
Reproduction	Actual Cost + 10%
Subconsultant	Actual Cost + 10%

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

ATTACHMENT A-2

SCOPE AND FEE

PETERS ENGINEERING

Signal Design

PHASE 2

SCOPE OF SERVICES
Traffic Signal Design Services
Intersection of Goshen Avenue and Chinowth Street
Visalia, California

INTRODUCTION

Peters Engineering Group (Consultant) will provide TRC (Client) with engineering services for the project as described herein. Specifically, Consultant will prepare designs plans for traffic signals at the intersection of Goshen Avenue and Chinowth Street in Visalia, California.

PROJECT UNDERSTANDING

The City of Visalia is considering extending Chinowth Street north of Goshen Avenue, with a new at-grade railroad crossing. It is assumed that the new traffic signals would require a pre-signal and a substantial amount of interaction with the San Joaquin Valley Railroad (SJVR) and Union Pacific Railroad (UPRR).

The traffic signal plans are expected to include a pre-signal to control southbound traffic north of the railroad tracks, railroad preemption cable, emergency vehicle preemption equipment, a battery backup system, video detection, LED traffic signal indications, pole schedules, conduit schedule, interconnect conduit layout, phasing diagram, utilities (overhead and underground), pedestrian ramps, curb returns, audible pedestrian push buttons, construction notes, general notes, and all details necessary for construction.

WORK TASKS

The Consultant will provide the following work tasks:

Task 1 Preliminary Engineering

Consultant will attend a meeting (or participate in a telephone conversation) with the Client's representative and City of Visalia staff to determine the applicable design standards and other details applicable to the project. Client will provide base mapping indicating relevant existing features, new construction (including but not limited to curb and gutter, sidewalks, and paving), ultimate configuration, and right-of-way within the intersection and on each leg of the intersection as appropriate and as required by the City of Visalia for installation of the traffic signals.

Task 2 Site Visit

Consultant will visit the site and observe the existing conditions.

Task 3 Preliminary Traffic Signal Plans (30%, 60%, and 90% Submittals)

The design will be based on surveys and intersection improvement plans (including improvements to be constructed by other projects) provided by the Client in AutoCAD format. Consultant will prepare preliminary traffic signal plans and submit them to the Client. Client will be responsible for preparation of civil improvement plans for improvements such as roadways, striping, curb and gutter, curb returns, relocation of utilities, etc.

Upon receipt of comments on each previous submittal, Consultant will prepare plans, technical specifications, and an opinion of the probable cost of construction for the traffic signal modification. A tracking spreadsheet will be maintained to identify each review comment and the manner in which the comment was addressed. Consultant will be available to attend one on-line meeting for each submittal to discuss comments and responses.

Task 4 Railroad Coordination

Consultant will be available to coordinate with representatives of the railroad. It is expected that up to three submittals to the railroad will be required. It is anticipated that Consultant will coordinate with the Client in the preparation of railroad preemption timing forms (such as the Texas DOT preemption timing forms).

Upon receipt of comments on each previous submittal, Consultant will prepare plans, technical specifications, and an opinion of the probable cost of construction for the traffic signal modification. A tracking spreadsheet will be maintained to identify each review comment and the manner in which the comment was addressed. Consultant will be available to attend one on-line meeting for each submittal to discuss comments and responses.

Design of railroad facilities (including, but not limited to, gates, flashing lights, crossbucks, and concrete panels) are not included in the proposed scope of work.

Task 5 Construction Documents

Consultant will prepare final construction plans and opinion of probable construction cost for the traffic signal facilities. One set of reproducible plans and specifications will be submitted to the Client.

CLIENT'S DUTIES AND REPONSIBILITIES

The Client shall:

a) Provide all criteria and full information concerning Client's requirements for the project.

b) Provide Consultant with a base map showing existing site topography, the proposed civil improvements (including existing and proposed right of way), improvements to be constructed by other projects, and the ultimate intersection configuration (including ultimate right-of-way).

c) Apply for and obtain all approvals and permits from all governmental agencies having jurisdiction over the project, and such approvals from other entities as may be necessary for the project, with the assistance from the Consultant or as additionally authorized. Client shall pay all fees and charges associated with securing permits and approvals not previously described.

d) Give prompt notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

e) At Client's discretion, authorize and direct Consultant to provide necessary Additional Services.

ADDITIONAL SERVICES

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

the agreement. Changes in the project base mapping and geometrics after completion of the preliminary design drawings may require additional services.

Traffic counts, traffic studies, phasing determination, signal timing plans, ITS conduit plans, fiber optic cable plans, street lighting plans, civil design plans, striping plans, utility coordination, bidding phase services, and construction phase services are excluded from the scope of services and would be considered Additional Services. Traffic signal design services for other intersections, such as the intersection of Mooney Boulevard and Houston Avenue, are not included in this scope of work and would be considered as Additional Services.

RIGHT TO RELY

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

COMPENSATION

Consultant's fee for the services described herein shall be a lump sum of $42,500.00. Compensation for Additional Services shall be in accordance with the attached Hourly Rate Schedule (Exhibit "B").

SCHEDULE

Consultant will provide preliminary design plans within approximately eight to 10 weeks of receipt of written authorization and receipt of drawings suitable for use as base maps. Consultant will provide revised plans within approximately three weeks of receipt of City review comments. This schedule does not include delays incurred as a result of circumstances out of the Consultant's control. Construction bid documents will be provided within approximately one week of City of Visalia approval of the preliminary plans.

PETERS ENGINEERING GROUP
A CALIFORNIA CORPORATION

Exhibit "B"

HOURLY RATE SCHEDULE
(Effective 1/1/25 to 6/30/26)

CLASSIFICATION	RATE
Principal Civil Engineer	$240/hr
Senior Civil Engineer	$220/hr
Civil Engineer	$195/hr
Land Surveyor	$185/hr
Staff Engineer	$170/hr
Draftsperson/Technician/Inspector	$150/hr
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REIMBURSABLES SCHEDULE
(Effective 1/1/25 to 6/30/26)

DESCRIPTION	RATE
Mileage	$0.68/mile
Travel Subsistence	Actual Cost + 10%
Postage	Actual Cost + 10%
Reproduction	Actual Cost + 10%
Subconsultant	Actual Cost + 10%

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

ATTACHMENT B

SCOPE AND FEE

UNICO

Land Surveying

City of Visalia
NW Quadrant Railroad Crossings Project

Project Understanding

Thank you for the opportunity to provide this proposal for Land Surveying services for the City of Visalia NW Quadrant Railroad Crossings Project. UNICO Engineering understands the City of Visalia (City) wishes to construct a new railroad at grade crossing at the intersection of Chinowth Street and Goshen Avenue. In support of design and future construction, UNICO understands the project requires Land Surveying services. More specifically, UNICO understands topographic surveying and base mapping, along with right of way mapping is necessary.

Land Surveying will include research, horizontal and vertical control, along with topographic surveying and mapping. UNICO will coordinate with the City and UPRR to attain the necessary permitting and documentation required for this project. UNICO will also coordinate with client to provide survey status updates and schedule.

Scope of Work and Approach

UNICO will provide the following services necessary to complete its portion of the project.

Surveys and Mapping

Topographic Surveying and Base Mapping – By means of conventional survey methods, UNICO will perform a design level (non-aerial) strip topographic survey along the project alignment. The general limits are centered at the proposed at grade crossing and will extend northerly along Chinowth Street to Houston Avenue and will extend 300 feet easterly and westerly along Goshen Avenue and approximately 600 feet southerly along Chinowth Street to just beyond the intersection of West Douglas Avenue from the proposed at grade crossing. The width of the strip will cover the full roadway and 15 feet beyond the existing right of way on each side of the road where accessible. Items to locate will include street improvements, sidewalks, curbs, gutters, medians, striping, asphalt grade breaks, driveways and full detail at curb ramps for ADA upgrade and compliance. UNICO will also locate drainage, utilities, valves, boxes, vaults, manholes, inlets, monuments and wells, light poles, utility poles, signals, trees, large bushes, fences, walls and other visible features within the survey limits. Cross-sections will be located at 25' intervals or closer, including all curve points, grade breaks and change in directions. UNICO will locate UPRR features such as tracks, ballasts, signals, switches, concrete pads and other features 300 feet westerly and 300 feet easterly from the proposed at grade crossing. For safety purposes and to expedite time and reduce additional permits and fees, UNICO will locate all UPRR features by means of 3D terrestrial scanner. Scanner total station will be set up outside of the UPRR right of way. Precise

measurements to all features will be made without physically occupying the track corridor right of way. Measure downs to relevant sewer and drain structures will be performed to include depth, approximate size and flow direction. UNICO will map all topographic features in AutoCAD format to include full mapping, 1' contours and 3D surface. UNICO will provide a best available orthorectified image of the project corridor as a design visual aid from public resources.

UNICO will set durable control points to be preserved for utilization of surveys and for future construction control. UNICO will base its survey on approved City of Visalia Horizontal and Vertical Datum. UNICO will prepare a survey control report of all control, benchmarks and monuments used for the project.

Deliverables:

- ***AutoCAD base file***
- ***Point Files***
- ***Survey Control Report***

Right of Way Surveying and Base Mapping - UNICO will research record mapping, deeds and other recorded information to map the existing right of way along the project corridor. UNICO field crews will search and tie existing property monuments such as monument wells, iron pipes, spikes, pins and other record boundary markers. UNICO will resolve right of way from record information and field surveys and provide an AutoCAD based right of way drawing. It is expected that title reports will not be a part of the research. In the event existing right of way research requires the need for additional information and clarity, title reports may be requested from the City.

All visible survey monuments and monument wells will be surveyed and mapped into the AutoCAD based survey as part of future Monument Preservation or Perpetuation activities in accordance with Section 8771 of the Professional Land Surveyors Act in the Business and Professionals Code of the State of California. State law requires that survey monuments in roadways that may be compromised by construction be preserved and/or re-set.

Deliverables:

- ***AutoCAD base file***
- ***Maps and Right of Way Documents***

(Optional) Plats and Legal Description - In the event additional right of way is needed, UNICO will prepare plats, legal descriptions and closure calculations for acquisition. The exact number and location will be better understood during design. For this proposal, UNICO will assume one (1) plat and legal description will be prepared. UNICO will prepare preliminary plats and legal description for agency review. Upon approval, UNICO will prepare final signed and stamped pdf plat and legal description. UNICO will request City or design team provide a current title report for any property requiring acquisition.

Deliverables:

- ***Plat and Legal Description (1)***

UNICO ENGINEERING

80 Blue Ravine Rd – Suite 250
Folsom, CA 95630
916-900-6623

City of Visalia

NW Quadrant Railroad Crossing Project

	Rob Markes Survey Manager	Richard Maddock, PLS Senior Land Surveyor	Ryan Ming, PLS Senior Land Surveyor	Adam Bishop, PLS Senior Land Surveyor	Todd Jordan, PLS Land Surveyor	Roy Porter, LSIT Land Surveyor	Terrance Ranney Drone Pilot	Staff Party Chief	Staff Rodman	Staff Survey Technician/Drafter	TOTALS
Direct Labor Rate	$ 92.40	$ 74.52	$ 74.80	$ 72.00	$ 56.00	$ 42.00	$ 66.00	$ 86.02	$ 78.55	$ 33.50	
Overhead Rate	**149.95%**										
Fee	**10%**										
Billing Rate	**$ 254.05**	**$ 204.89**	**$ 205.66**	**$ 197.96**	**$ 153.97**	**$ 115.48**	**$ 181.46**	**$ 236.51**	**$ 215.97**	**$ 92.11**	

Task #	***Task Description***	***Hours***										***Direct Labor Costs***	***Overhead 149.95%***	***Fee***	***Total***
	Topographic Surveying and Mapping	4				8			36	36	40	$ 8,082.12	$ 12,119.14	$ 2,020.13	$ 22,221.38
	Right of Way Mapping	2		16			24		8	8		$ 3,706.16	$ 5,557.39	$ 926.35	$ 10,189.90
	Plats and Legal Descriptions (Optional)	1		4			3					$ 517.60	$ 776.14	$ 129.37	$ 1,423.12
	Total Hours	**7**	**0**	**20**	**0**	**8**	**27**	**0**	**44**	**44**	**40**			***Tasks Subtotal***	**$ 33,834.40**

Other Direct Costs	***Qty***	***Amt***	***Total***
Per Diem	10	$ 211.00	**$ 2,110.00**
Title Reports			**$ -**
		Tasks Subtotal	**$ 2,110.00**

Total	**$ 35,944.40**

ATTACHMENT C

SCOPE AND FEE

BSK

Geotechnical Engineering

691 N. Laverne Avenue, Suite 101
Fresno, CA 93727
P 559.497.2880
www.bskassociates.com

Sent via email: tmaechler@trccompanies.com

August 15, 2025 BSK Proposal G25000770

Ms. Terry Maechler
TRC
10680 White Rock Road, Suite 100
Rancho Cordova, California 95670

SUBJECT: Proposal for Geotechnical Engineering Investigation and Environmental Soil Sampling
Proposed New Railroad At-Grade Crossing
N Chinowth Street and W Goshen Avenue
Visalia, California

Dear Ms. Maechler:

At your request, BSK Associates is pleased to submit this proposal for the preparation of a Geotechnical Engineering Investigation Report and to perform Environmental Soil Sampling for the proposed roadway improvements and at-grade railroad crossing at W Goshen Avenue and N Chinowth Street, Visalia, California. Our current understanding of the project, scope of services, schedules, fees and references for our services are provided below. We understand the project ***will be*** subject to prevailing wages as determined by California Director of Industrial Relations (DIR).

PROJECT UNDERSTANDING AND BACKGROUND

Based on email correspondence with you on June 10, 2025, BSK understands that the project will include improvements as part of a new at-grade crossing at Chinowth and the railroad tracks between Houston and Goshen Avenues. Improvements are anticipated to include the extension and rehabilitation of Chinowth Street between W Douglas Avenue and Houston Avenue, new traffic signals and crossing arms at W Goshen Avenue and Chinowth Street, and new turn lanes and pavement improvements at the project site. We understand that no additional lanes are planned. The total length of the project is approximately 1,330 feet.

SCOPE OF SERVICES

The objective of the geotechnical investigation is to assess soil conditions and to provide geotechnical engineering recommendations for the use by the project designers in preparation of the plans and specifications for the project. Additionally, the objective of the environmental soil sampling is to assess soil conditions for contamination related to aerially deposited lead (ADL) and railroad impacts. Based upon the above project understanding, BSK proposes the following scope of services, which will

generally include a field exploration, laboratory testing program, engineering analyses, and report preparation.

BSK will be providing geotechnical services and limited environmental soil sampling. Construction field observations, inspections and testing may be provided at a later time, but is not included in our scope of work.

Geotechnical Field Exploration

Our proposed geotechnical drilling program will include a total of seven (7) borings to depths of between 5 and 20 feet beneath the existing ground surface (bgs) or until auger refusal. Borings will be backfilled with soil cuttings and/or gravel, and capped with high quality cold patch (such as PermaPatch, or concrete tinted black), where borings extend through existing asphalt. Borings are anticipated to be within the existing roadways or unpaved shoulders. We will also utilize a dynamic cone penetrometer (DCP) apparatus to determine in-situ soil strength for pavement design, if the site conditions permit.

Test borings will be drilled using a truck mounted drill rig or hand auger equipment. The sampling of bulk soil specimens for purposes of laboratory testing, and visually classifying soils exposed during the drilling process will be provided by a BSK Geologist or Engineer.

In order for BSK to complete the field investigation as described above, the project site must be readily accessible to a truck mounted drill rig. Access limitations due to existing improvements may result in time delays and/or additional charges.

An arrangement to identify underground utilities is necessary prior to our field exploration. Prior to commencement of drilling operations, a BSK representative will visit the site to mark the test boring locations, evaluate site accessibility, and contact Underground Service Alert (USA) to determine if any of the test borings may conflict with underground utilities. BSK will not be responsible for damage to underground utilities or other installations unless they are accurately marked on the ground surface and on plans made available to us prior to beginning of field operations. BSK will subcontract a private utility locator. Additional fees for the private utility locator are included in our fee schedule below.

BSK assumes that encroachment permits with the City of Visalia will be required, and fees will be waived. We assume that access to and permission to drill within the railroad right of way will be provided at no additional cost to or effort by BSK. Prior to sampling, BSK will be provided a copy of the railroad access agreement from the City of Visalia. No other permits are anticipated to be required. Traffic control is anticipated to be required. Borings will be drilled within the shoulder where possible.

Laboratory Testing

The laboratory testing program will incorporate physical and chemical tests to evaluate the moisture content, density, shear strength, collapse/expansion potential, corrosion potential, and R-value of the site soils.

Geotechnical Analysis and Report Preparation

Based on the results of the field exploration and laboratory testing program, engineering analyses will be performed to evaluate site conditions and develop recommendations for site preparation procedures and engineering parameters for the proposed construction. Specifically, the report will incorporate the following items:

- Vicinity Map
- Site Plan with boring locations
- Description of Site Surface and Subsurface Conditions including existing pavement thickness
- Soil Boring Logs
- Summary of Field and Laboratory Tests
- Corrosion characteristics of on-site soils
- Seismic design criteria based on the 2022 CBC and Caltrans Seismic Design Criteria
- Shallow, Mat, and pole footing recommendations
- Recommendations for site preparation, earthwork, and foundation subgrade
- Requirements for imported fill materials
- Cut and fill recommendations
- Subgrade modulus for pavement design
- Excavation stability including temporary excavation and temporary protection, such as excavation sheeting, underpinning, and temporary dewatering systems
- Recommendations for site drainage
- Recommendations for construction observations and testing
- Conventional pavement recommendations

The geotechnical report will be prepared under the supervision of, and signed by, a California Licensed Geotechnical Engineer.

Environmental Soil Sampling and Analysis

Soil Samples - Aerially Deposited Lead

Eleven (11) hand auger borings in total will be advanced in non-paved areas of the Site in the areas of removal/grading and surface disturbance. Four (4) borings will be located on the west side of Chinowth Road, and four (4) borings will be located on the east side of Chinowth Road. One (1) boring will be located at the northeast corner of the railroad easement and Chinowth Road. Two (2) borings will be located south of the railroad along the north side of W. Goshen Ave. BSK assumes no concrete or asphalt cutting will be required. If concrete or asphalt cutting is required, additional time, materials, and fees will be necessary.

Three (3) soil samples will be collected from each boring at approximate depths of 0.0' to 0.5', 1.0' to 1.5', and 2.0' to 2.5' below ground surface (bgs) for a total of 33 soil samples.

Soil samples will be analyzed for:

- Total lead (EPA Method 6020)
- pH (EPA Method 9040B/Caltrans Method 643).

Soil Samples – Pesticides, Herbicides, and Railroad Impacts

Two (2) hand auger borings in total will be advanced near the track ballast of the railroad tracks. BSK assumes no concrete or asphalt cutting will be required. If concrete or asphalt cutting is required, additional time, materials, and fees will be necessary.

Three (3) soil samples will be collected from each boring at depths of 0.0' to 0.5', 1.0' to 1.5', and 2.0' to 2.5' bgs for a total of 6 soil samples.

Soil samples will be analyzed for:

- Total Petroleum Hydrocarbons (TPH) as referenced to Diesel and Motor Oil with Silica Gel Cleanup (EPA Method 8015)
- CAM-17 Metals with STLC and TCLP Decision (EPA Methods 6010 and 7471)
- Creosote (EPA Method 8270)
- Organochlorine pesticides (EPA Method 8081) (0' to 0.5' samples only)
- Chlorinated Herbicides (EPA Method 8151) (0' to 0.5' samples only)

Chemical analyses will be performed on a standard, 10-business day turnaround time (TAT). If a more accelerated analysis TAT is required and can be accommodated by the Laboratory, an additional cost will be incurred. An additional two weeks of analysis based on a standard TAT may be required if soluble (WET and/or Toxicity Characteristic Leaching Procedure (TCLP)) testing is necessary (results exceed 10 times the Soluble Threshold Limit Concentrations (STLC) per 22CCR66261.24 or if the results exceed 20 times the TCLP per 40CFR261.24). Please note due to methodology, WET and/or TCLP testing cannot be performed on a RUSH turnaround. The fee for TCLP/WET testing (if required) is included in this proposal but may not be required pending results of the chemical analysis. BSK assumes that 1/3rd (11) of the soil

samples for lead will require TCLP/STLC testing. If additional TCLP/STLC testing is required, additional time and material charges will be required. Chemical analyses will be performed by BSK Analytical Laboratories, a DHS and CELAP certified analytical laboratory.

During sampling, a spotter will be present. Soil samples will be collected using the hand auger and transferred to a laboratory grade clean glass jar. The samples will be labeled, placed in a chilled ice chest, and transported to BSK Analytical Laboratories for chemical analyses. Borings will be backfilled with auger returns. The field activities will be conducted under the direction of a Professional Engineer and/or Geologist registered in the State of California.

At each sample location, sampling equipment will be cleaned in a solution of laboratory-grade detergent, rinsed with potable water, followed by a distilled or deionized water rinse prior to each use to minimize the potential for cross-contamination among samples. Rinseate will not be contained and will be discharged to the ground surface within the Site area.

Environmental Soil Sampling Reporting

Following receipt of analytical results, BSK will prepare a letter-style Report of Findings (Report). The Report will contain a Site vicinity map, Site plan indicating sampling locations, tabulated analytical data, comparison to applicable regulatory screening levels, and BSK's conclusions regarding the soil sampling results. Recommendations for whether the soil requires special disposal will be included in the Report. The report will be prepared under the supervision of, and signed and stamped by, a California Licensed Geologist or Engineer.

SCHEDULE

We anticipate mobilizing for our field work within two (2) weeks of receiving notice to proceed, pending site access, weather conditions and availability. We anticipate that field work will be completed within two (2) working days and our laboratory testing program to be completed within three (3) weeks following completion of our field work. Our written reports will be submitted within two (2) weeks following the completion of our laboratory testing program.

FEES

BSK proposes to complete the above scope of services for a **time and materials** estimated fee of **$43,100**. Our fee will be invoiced monthly based on the percentage of work completed. For the scope of services outlined in this proposal, our fee, approximately broken down by task, will be as follows:

Estimated Fee	
Geotechnical Engineering Investigation	
Site Reconnaissance, Private Utility Marking, Permit Preparation	$ 4,300
Field Exploration – Drilling/Sampling, Traffic Control	$13,800
Laboratory Testing (includes two R-Value Tests)	$ 3,000
Engineering Analysis and Report Preparation	$ 3,800
Estimated Fee (Geotechnical Services)	**$ 24,900**
Optional: Plan Review	**$ 1,200**
Environmental Soil Sampling and Analysis	
Environmental Soil Sampling	$ 6,400.
Environmental Soil Analysis	$ 8,000.
Environmental Soil Sampling Report Preparation	$ 3,800.
Estimated Fee (Environmental Services)	**$18,200.**

Our fee applies to work commenced within 60 days of this proposal. The fees presented in this proposal are based on prompt payment for services presented in our standard invoicing format. Additional charges will be applied for specializing invoicing if backup documentation is needed. These special services will be charged on a time and expenses basis. Late fees will be charged if payment is not received in accordance with terms contained in our contract.

PROPOSAL ASSUMPTIONS

A detailed cost estimate for performing the required testing and inspection services during construction will be provided after the project plans and specifications are completed. This proposal and cost estimate were prepared based on the following assumptions:

- The Owner will provide BSK Associates, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services
- The Owner will notify BSK Associates, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Work can be performed during normal business hours (Monday through Friday, 7:00am to 7:00pm).
- Excess soil cuttings generated during our field exploration can be left onsite at an area selected by the Owner or one of its representatives.

- Prevailing wages apply. DIR Project ID will be provided prior to start of work.
- Project meetings/conference calls, plan reviews, response to Agency review comments and construction services are not included in our estimate, but can be provided on request on a "time and materials" basis.
- BSK will retain soil samples for a maximum of sixty (60) days.
- Due to sample hold times, environmental sampling cannot reasonably be performed on a Friday or the day before any holiday.
- The fee for TCLP/STLC testing (if required) is included in this proposal but may not be required pending results of the chemical analysis. If TCLP/STLC testing is required, additional time and material charges will be required.
- Paint stripe sampling is not included in the above scope of services.
- The City will be the "Generator" of all wastes. BSK Associates, its owners, employees, agents, etc. assume no responsibilities as the "Generator" of the wastes.
- The City of Visalia will provide a copy of the Railroad access agreement prior to commencing field work.
- Chemical analyses will be performed on a standard, 10-business day turnaround time (TAT). If a more accelerated analysis is required, an additional cost will be incurred. An additional two weeks of analysis based on a standard TAT may be required if soluble (WET and/or Toxicity Characteristic Leaching Procedure (TCLP)) testing is necessary (results exceed 10 times the Soluble Threshold Limit Concentrations (STLC) per 22CCR66261.24 or if the results exceed 20 times the TCLP per 40CFR261.24). Please note, WET and/or TCLP testing cannot be performed on a RUSH turnaround. Chemical analyses will be performed by BSK Analytical Laboratories, a DHS and CELAP certified analytical laboratory.
- BSK is an environmental consulting firm with professionals such as engineers, geologists, hydrogeologists and others that are licensed by the State of California. BSK does not provide legal counsel services. Please consult legal counsel experienced in California environmental law. BSK can interact with your legal counsel at an additional charge at your request.

Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions, so we may revise the proposal or fee.

AUTHORIZATION

We understand that if this proposal is acceptable to the Client, an agreement for Professional Services will be sent to BSK and this proposal will be incorporated as an exhibit. Please note, if changes occur in the design of this project, BSK must be notified in writing and given an opportunity to revise our scope of work, if necessary.

LIMITATIONS

The services provided by BSK Associates will be performed in accordance with generally accepted practices by reputable geotechnical engineers and geologists practicing in the project localities at this time using the degree of care ordinarily exercised under similar circumstances. No other warranty,

expressed or implied, is made as to the professional opinions or recommendations provided under the terms of this agreement and included in this proposal.

CLOSING

BSK appreciates the opportunity to submit this proposal to you, and we look forward to working with you on this project. Please contact us at 559-497-2880 extension 516, or at tgorham@bskassociates.com if you have questions.

Respectfully submitted,
BSK Associates

Tolleman Gorham, PE
Project Engineer I
CE 96089

Neva M. Popenoe, PE, GE
Fresno Branch Manager
GE 3024

For: Kevin Grove
Managing Principal – Environmental Services

ATTACHMENT D

SCOPE AND FEE

BESS ENGINEERING

Potholing

BESS TESTLAB, INC.
Hayward (Corporate) | Fresno | Los Angeles | T. (408) 988-0101 | F. (408) 988-0103
Utility Locating - Ground Penetrating Radar (GPR) - Electromagnetic Pipe Locators
Structural Concrete Scanning - Potholing Vacuum Excavation - CCTV Pipe Inspection
Mobile LiDAR Scanning - 3D Scanning - 3D Utility Mapping - www.besstestlab.com

Date:	June 12, 2025	**Quote No.:**	AD-06-12-2025-1
Customer:	TRC Companies		
Site:	Visalia, Ca	**City:**	Visalia
Ref. No.:		**County:**	Tulare
Requestor:	Justina Conklin	**Phone No.:**	916-508-1506
Email:	JConklin@trccompanies.com	**Fee Rate:**	Standard

Project Description:

Schedule & coordinate USA markings. Bess to perform 10 potholes. Bess to provide their own traffic control,surface removal,backfill and surface restoration per city standards. Bess to provide pothole report in PDF Format. Assumptions: Class II AB Backfill and 8 hour work day. Project is subject to Certified Payroll and Prevailing Wage.

Code	Service Description	Qty	Unit	Unit Price	Sub-Total
PM-100	Project Manager	2	HR	200.00	$ 400.00
PM-101	Project Coordination	2	HR	150.00	$ 300.00
P-124	Utility Field Foreman	16	HR	195.00	$ 3,120.00
P-109	2 Man- Potholing Hydro	2	DAY	3,681.00	$ 7,362.00
P-120	POTHOLING - Mobilization	4	HR	340.00	$ 1,360.00
P-103	2 Person Surface Restoration /Backfill	2	DAY	2,970.00	$ 5,940.00
MOB	2 Person Surface Restoration /Backfill - Mobilization	4	HR	114.00	$ 456.00
P-132	Special Backfill Material (Class II AB)	10	EA	140.00	$ 1,400.00
P-131	Special Surface Restoration (Hot Patch, T-Cut, etc.)	5	EA	125.00	$ 625.00
P-129	Special Surface Restoration (Concrete Flag)	5	EA	495.00	$ 2,475.00
T-107	2 Person Traffic Control w/ arrow truck	4	DAY	2,403.00	$ 9,612.00
MOB	2 Person Traffic Control w/ arrow truck - Mobilization	4	HR	114.00	$ 456.00
P-116	Permit Fee City of Visalia (Allowance+10%)	1	EA	3,500.00	$ 3,500.00
P-116	UPR Railroad Permit Fee (Allowance+10%) if needed	1	EA	7,500.00	$ 7,500.00
UPR Flagger	UPR Flagger (If needed)	2	DAY	1,500.00	$ 3,000.00
T-110	Traffic Contorl Plans - Standard	2	SHEET	400.00	$ 800.00
P-117	POTHOLING - Disposal Fee	2	EA	1,100.00	$ 2,200.00
P-115	POTHOLING - Report	2	HR	110.00	$ 220.00
MOB	1 Person Utility Designation W/GPR& EM Pipe Locator - Mobilization	2	HR	114.00	$ 228.00
L-100	1 Person Utility Designation W/GPR& EM Pipe Locator	10	HR	195.00	$ 1,950.00
			TOTAL	**$**	**52,904.00**

Rates and Reimbursable Expenses:

- Overtime applies after 8 hours of work and weekends.
- Hourly rates are portal to portal from our nearest office with in 50 miles. Travel rates apply over 50 miles
- Hourly rates apply to day shift (typical BESS day shift hours are 7:00 AM to 4:30 PM).
- Prevailing wage and night rates will apply when necessary.
- Mileage expenses, if applicable, shall not exceed the rate established by the IRS for the current year.
- Lodging and meals, when necessary, will be charged at cost plus 10%, unless specified otherwise.

- Outside reproductions, shipping, services and consultants will be charged at cost plus 10%.
- Cost of normal field supplies are included in the hourly rates.
- CDF, Slurry, asphalt, concrete, class II bed rock, certified traffic control plans, core bits & saw blades, other materials/supplies will be charged at cost plus 10%.

I, the undersigned, have read, reviewed and accept the attached proposal, including attachments, and authorize Bess Testlab, Inc. to proceed with the work described above as witnessed and attested by my signature below.

By: _____ Title: _____

(Print or Type Name) (Print or Type Title)

_____ _____

(Signature) (Date)

BESS TESTLAB, INC. STANDARD AGREEMENT
PROVISIONS AND CONDITIONS

I. **DESCRIPTION OF SERVICES:**

A. BASIC SERVICES. This contract provides for the performance of services referred to herein as Basic Services. The requirements for performance of said services are limited to those services explicitly stated in this Agreement for Utility Potholing and/or Locating Services.

B. ADDITIONAL SERVICES. Any services which may be required after the commencement of the Project and that are not covered in the Agreement, shall be in addition to the Basic Services. Any Additional Services shall qualify for additional compensation at current rates.
Any services needed to modify specifications or plans, originally produced as specified in the Contract Documents, in order to bring the construction cost within any limitation established by Client (based on bonafide bid prices) will be considered Additional Services and paid for as such by Client.

C. ADDITIONAL WORK AUTHORIZED IN WRITING. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
1. Field Order approved in writing by both parties;
2. Drawing or sample approved in writing by both parties.
3. Issuance of written interpretation of clarification approved in writing by both parties.

D. EXCLUSIONS. Unless specifically included in the Basic Services or authorized as Additional Services, the following items are not included:
1. Any work associated with sewage treatment facilities.
2. Any work associated with water treatment facilities.
3. Any work associated with archaeological, biological, ecological or environmental studies.
4. Redesign due to changes imposed upon us by Client or which may be required in the event additional laws, regulations or policies and promulgated by governmental agencies subsequent to the date of this Agreement.
5. Preparation of landscape and irrigation plans.
6. Any requested changes after design is complete or partially complete.
7. Any work associated with a Development of Regional Impact study.
8. Topographic and tree survey.
9. Architectural services.
10. Soils investigation and testing.
11. Dredge and fill permits.
12. Restaking.
13. Rezoning and/or land use plan amendment.
14. All permit fees, filing fees, search fees, prints or other out-of-pocket expenses.
15. Participation in any litigation.

NOTE: These items can be provided and will result in additional compensation to Bess Testlab, Inc. if authorized by the Client.

II. STANDARD PROVISIONS:

A. PROPOSAL EXPIRATION DATE. This proposal will remain valid for a period of ninety (90) days (unless otherwise stated) from the date of this Agreement. The rates and prices quoted on the Project are firm for a period not to exceed one (1) year. Any work required to be performed after that date may have costs adjusted to reflect the prevailing rates at that period of time.

B. INSURANCE REQUIRED. The Bess Testlab, Inc. shall carry, at all times, and on all operations hereunder, Workers′ Compensation insurance and general and automobile liability insurance.

C. LIMITATIONS OF RESPONSIBILITY.
1. Neither Bess Testlab, Inc. authority to act under this Agreement of elsewhere in the Contract Documents or any decisions made by Bess Testlab, Inc. in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Bess Testlab, Inc. to any Contractor, and Subcontractor, and supplier, or any other person or organization performing any of the Work, or any surety for any of them.
2. Whenever in the Contract Documents the terms as ordered, as directed, as required, as allowed, as approved, or terms of like effect or import are used, or the adjectives reasonable, suitable, acceptable, proper, or satisfactory, or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of Bess Testlab, Inc. as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Work for general compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Bess Testlab, Inc. any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions in previous paragraphs.
3. Bess Testlab, Inc. will not be responsible for Contractor′s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and Bess Testlab, Inc. will not be responsible for Contractor′s failure to perform or finish the Work in accordance with the Contract Documents.
4. Bess Testlab, Inc. will not be responsible for the acts of omissions of Contractor or any Subcontractor, and Supplier, or of any other person or organization performing or furnishing any of the Work.
5. Payment cannot be withheld for the poor performance of others. Bess Testlab, Inc. is entitled to prompt payment for services rendered regardless of the quantity or quality of work performance by any other Contractor engaged as part of this Project. Poor performance by others shall not be the basis for suspension of payment to Bess Testlab, Inc.
6. It is necessary that Bess Testlab, Inc. be advised in writing at an early date or there are budgetary limitations for the overall Project Cost or Construction Cost. Bess Testlab, Inc. will endeavor to work within those limitations. If requested, and Bess Testlab, Inc. is compensated as Additional Services, Bess Testlab, Inc. will submit opinions as to the probability of completing construction within the budget and, where appropriate, suggest an adjustment in the budget or a revision in the extent or quality of the Project. The Client hereby acknowledges that estimates of probable construction costs cannot be guaranteed, and such estimates are not to be construed as a promise to design facilities within a cost limitation. If greater assurance as to probable construction costs is necessary, or if formal estimates are required, an independent cost estimator should be employed.

D. HAZARDOUS SUBSTANCE. It is understood and agreed that in seeking the professional services of Bess Testlab, Inc. under this Agreement, the Client does not request Bess Testlab, Inc. to undertake uninsurable or potentially uninsurable obligations for the Client′s benefit involving or related in any manner to hazardous substances. Therefore, Bess Testlab, Inc. undertakes no such obligation hereunder, and the Client agrees to hold harmless, indemnify, and defend Bess Testlab, Inc. from and against any and all claims, losses, damages, liability and costs arising out of or in any way connected with the presence, discharge, release or escape of contaminates or hazardous substances of any kind, or environmental liability of any nature, in any manner related to services performed by Bess Testlab, Inc. under this Agreement.

E. NOTIFICATION OF DEFECTS. In order to mitigate losses from any claimed deficiency in the service(s) rendered by Bess Testlab, Inc. notification must be promptly given of such claimed deficiencies.

F. TERMINATION OF AGREEMENT.
1. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
2. This Agreement may be terminated by the Client upon at least seven (7) days written notice to Bess Testlab, Inc. in the event that the Project is permanently abandoned.
3. In the event of termination not the fault of Bess Testlab, Inc., Bess Testlab, Inc. shall be compensated for all services (Basic Services and Additional Services) performed to termination date, together with any Reimbursable Expenses then due and Termination Expenses of ten percent (10%) of unbilled fees.

G. RIGHTS. Failure of either party to enforce any of its right hereunder shall not constitute a waiver of such rights, or any other rights hereunder.

H. MISCELLANEOUS PROVISIONS.
1. Bess Testlab, Inc. shall not be liable for failure to perform or for delay in performance of this contract due to fire, flood, strike, to other labor difficulty, act of any governmental authority, riot, embargo, car shortage, wrecks or delay in transportation, or any other unavoidable and unforeseeable cause beyond the reasonable control of either party.
2. This Agreement shall be governed by the laws of the State of California.
3. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have occurred in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Completion, not later than the Date of Issuance of the Final Certificate for Payment.
4. The Client and Bess Testlab, Inc., respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither Client nor Bess Testlab, Inc. shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
5. As a part of this Agreement, Bess Testlab, Inc. will be allowed to post an aesthetically pleasing sign of appropriate size and professional appearance on the Project site showing scope of services being provided and identifying the Project.
6. This Agreement represents the entire integrated agreement between the Client and Bess Testlab, Inc. and supercedes all prior negotiations, representations

or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Bess Testlab, Inc.

III. DOCUMENTATION AND WORK PROJECT:

A. OWNERSHIP OF WORK PROJECT. All original sketches, tracings, drawings, computations, details, design calculations and other documents and plans that result from Bess Testlab, Inc. services under this Agreement are and remain the property of Bess Testlab, Inc. as instruments of service. Where such documents are required to be filed with governmental agencies, Bess Testlab, Inc. will furnish copies to the Client upon request.

B. REUSE OF DOCUMENTS. All documents including drawings and specifications prepared by Bess Testlab, Inc. pursuant to this Agreement are instruments or service in respect to the Project. They are not intended for, or represented to be suitable for, reuse by the Client or to others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Bess Testlab, Inc. for the specific purposes intended will be at Client's sole risk and without liability or legal exposure to Bess Testlab, Inc. Client shall indemnify and hold Bess Testlab, Inc. harmless from all claims, damages, losses and expenses including all attorney's fees, trials or appeals arising out of or resulting from any reuse. Any such verification or adaptation for use on extensions of the Project or any other project will entitle Bess Testlab, Inc. to further compensation at rates to be agreed upon by Client and Bess Testlab, Inc.

IV. AGENCY AND THIRD PARTIES:

A. AGENCY POWER FOR PERMITS, ETC. Bess Testlab, Inc. personnel assigned to the Project are authorized by the Client to serve as his Agent in making application for permits.

B. RELATIONSHIP WITH OTHER CONSULTANTS. Where other consultants are assigned to this Project by the Client, Bess Testlab, Inc. is authorized to work directly with said consultants, as required, to perform the service(s) outlined herein. The Client shall insure that such other consultants will be available to Bess Testlab, Inc. as required.

C. ADDITIONAL CONSULTANTS. Bess Testlab, Inc. shall obtain separate authorization from the Client before obtaining any required subconsultants other than those required to perform the Basic Services and/or Additional Services specifically stated in the Agreement or any amendment thereto.

V. BASIS AND CONDITION OF PAYMENTS:

A. MONTHLY INVOICES. Payments for Basic Services shall be billed on a monthly basis for work performed to date and shall be in proportion to services performed. Included in this billing shall be any charges for Additional Services and for Reimbursable Expenses as defined in Paragraph B below.

B. REIMBURSABLE EXPENSES. Include actual expenditures made by Bess Testlab, Inc. in the interest of the Project. These expenses may include any of the following:

1. Expense of any additional insurance coverage or limits, including professional liability insurance in excess of that normally carried by Bess Testlab, Inc., and Bess Testlab, Inc. consultants;
2. Renderings and models requested by the Client;
3. Expense of overtime work requiring higher than regular rates;
4. Fees paid for securing permits, licenses and other approval of authorities having jurisdiction over the Project;
5. Other out-of-pocket expenses including, but not limited to, Professional Associates (whose expertise is required to complete the Project), travel expenses (lodging, meals, etc.), job-related mileage, long distance telephone calls, printing, computer time charges, fax charges, etc., the charges for which shall include an administrative charge of fifteen percent (15%).

C. TERMINATION EXPENSES. If the Project is suspended or abandoned in whole or in part for more than three months, Bess Testlab, Inc. shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in STANDARD PROVISIONS, Paragraph G.3. If the Project is resumed after being suspended for more than three months, Bess Testlab, Inc. compensation shall be equitably adjusted.

D. INTEREST AND COLLECTION COSTS.

1. Late Payments: If Client fails to make any payment due to Bess Testlab, Inc. for services and expenses within ten (10) days after receipt of Bess Testlab, Inc. invoice, the amounts due to Bess Testlab, Inc. shall include a finance charge of 1.5 percent per month, or eighteen percent (18%) per annum, from said 10th day.
2. Should it be necessary to collect this account through an attorney, Client agrees to pay all costs of collection, including any reasonable attorney's fees, or fees for trials or appeals.

VI. UTILITY POTHOLING AND LOCATING TECHNICAL STANDARDS:

A. UTILITY POTHOLES. Information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Utility Pothole) permits three-dimensional measurements, in relation to the existing surface elevation and surface features, to be taken on utilities for accurate location at each pothole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of potholes examined; however, Bess Testlab, Inc. provides no guarantee of the location of utilities on the site other than at the locations where potholes have been performed.

B. UTILITY LOCATING. Utility locating services include the horizontal, above ground detection and marking of underground utilities. Ground Penetrating Methods are used to indicate the presence and surface position of buried utilities. Utility locating information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

1. The accuracy of utility locating designating and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond our control. Bess Testlab, Inc. will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, Bess Testlab, Inc. provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

C. Utilizing Bess Testlab, Inc. utility locating and/or utility potholing services does not relieve any party from their obligation to contact the utility damage prevention system before digging begins.

D. Utility marks placed on the ground by Bess Testlab, Inc. are not to be used for construction purposes.

E. Electronic Utility Designation is an indirect method of determining the existence and location of subsurface structures. As such, BESS offers this service to its clients without warranty. The information derived from this method SHOULD NEVER be used for design and only as an assessment tool in determining the possibility of underground structure existence.

F. BESS offers this service on a "Best Effort" basis using industry acceptable methods (i.e., electronic pipe and cable locating equipment, Ground Penetrating Radar (GPR), Pipeline Current Mapper (PCM), etc.) to determine the approximate horizontal position of underground structures. The client, as demonstrated by signature below, agrees to hold BESS harmless of any liability through client's use of this information.

G. The client has read and agrees with following key points of this service:

1. Electronic Designation and Clearing CAN NOT identify non-conductive plastic, concrete, clay, non-shielded fiber optic lines or other non-conductive underground substructures even though they may exist in the area that is being investigated. Structures that cannot be located with conventional pipe locator will attempted to be located using GPR.

2. Non-conductive and unobstructed gravity flow lines such as sewer, storm drain, irrigation, etc., will be designated using a Sonde/Pushrod method and only if there is access within 100 ft. of the target/goal area.

3. Adverse site and underground soil conditions may affect GPR instrument readings giving highly inaccurate representations of underground structures.

4. Electronic depths are NEVER documented, but may be field-reported solely at the discretion of field personnel depending upon their evaluation of the subsurface environment. In the event depths are requested and reported they should be considered as an approximation only and not a true representation of actual depths of structure which can only be obtained through potholing and visual verification of structure.

5. Identification of the utility will be limited to those utilities that may be traced to physical structures that are clearly marked with the owner's identification. Utilities not identifiable by BESS field crews due to lack of utility record information or above ground appurtenances will be marked with PINK paint on the ground surface and annotated as "Unknown" on project deliverables.

6.In order to prevent conflict with official markings done by utility operators or their representatives, all markings will be done in PINK paint. Utilities will be indicated by standard utility abbreviations that will be marked at no more that 50-ft. intervals. Colored dots will be used when confidence is high as to the type of utility detected and full color markings will only be used when located in places other than Public Right-of-Way.

ATTACHMENT E

SCOPE AND FEE

BENDER ROSENTHAL INC

Right of Way & Appraisals

BRI BENDER ROSENTHAL INCORPORATED

N CHINOWTH & W GOSHEN RAILROAD CROSSING

Bender Rosenthal Inc. (BRI) understands that the City of Visalia (City) is seeking to acquire right of way for the N Chinowth Street and W Goshen Project Avenue (Project). Chinowth Street will be improved from W Goshen Avenue to Houston Avenue, adding a grade crossing and W Goshen. The project will be constructed primarily in public right of way, aside from the San Joaquin Valley Railroad Company (SJVR) parcel.

SCOPE OF WORK

RIGHT OF WAY MANAGEMENT: Project Management will include budget and cost controls, scheduling, progress reporting, risk management, quality assurance/quality control and making recommendations on right of way issues. Coordination with the SJVR is critical for this project.

Deliverables: Bi-weekly updates; Attendance at project meetings as required.

RAILROAD COORDINATION SERVICES: BRI will coordinate with the SJVR to obtain the necessary combined license, cost, and maintenance agreements necessary from the public projects department or their designated representative.

Deliverables: Acquisition of a license agreement from the SJVR.

OPTIONAL SERVICES

APPRAISAL SERVICES: This effort requires preparation of an appraisal for the portion of crossing being impacted by the project. The appraisal report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.

Deliverables: One (1) electronic Appraisal Report that meets all State and Federal Standards.

PROJECT SCHEDULE
Project Management – Project Duration
Railroad Coordination – Six (6) to Twelve (12) months
(optional) Appraisal Services – Four (4) to Six (6) weeks

FEE PROPOSAL

RIGHT OF WAY TASK	HOURS	RATE	COST
PROJECT MANAGEMENT	8	$196	$1,568
RAILROAD COORDINATION SERVICES	24	$155	$3,720
		Subtotal	**$5,288**
		Preliminary Title Report	$900
		Other Direct Costs (Shipping, Notary, etc.)	$150
		TOTAL FEE	**$6,338**

Appraisal services are not included in the fee. If required, BRI can add an appraisal for $6,000.

ATTACHMENT F

ANTICIPATED PLAN SHEET LIST

DISCIPLINE	DESCRIPTION	# OF SHEETS
C	Typical Sections	4
C	Layout @ 20 Scale	6
C	Profile	6
C	Construction Details	15
C	Drainage Plans	4
C	Drainage Profiles	4
C	Drainage Details	3
C	Drainage Quantities	1
C	Utility Plans	6
C	Detour Plans	2
C	Construction Area Sign Sheets	6
C	Pavement Delineation/Sign Plan	6
C	Pavement Delineation Quantities	1
C	Sign Details	2
C	Sign Quantities	2
C	Summary of Quantities	2
	Total	**70**

Summary by Discipline

C = Civil		70
S = Structural		0
G = Geotechnical		0
	TOTAL	**70**