

PROFESSIONAL SERVICES AGREEMENT

FOR

**PROFESSIONAL DESIGN SERVICES FOR TULARE AVENUE MAJOR STREET REHABILITATION
DEMAREE TO COTTA**

This Agreement, entered into this _____ day of _____, 2025, by and between the City of Visalia, hereinafter referred to as the "CITY", and 4Creeks, Inc. hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

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

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" which along with the response submitted by CONSULTANT is attached as Exhibit "A", and hereinafter referred to as the "PROJECT"; and

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

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, which shall be the Scope of Work for the project unless the parties agree in writing to modify the Scope of Work, for the cost identified in Exhibit "B" - Project Fees and Exhibit "C" - Consultant Schedule of Fees.
- B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "B" – Project Fees. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days of the effective date on the Consultant's written Notice to Proceed and shall complete the work within the timeframes outlined in the Exhibits, unless otherwise extended in writing by CITY, in its sole discretion.

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

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, a lump sum amount of two hundred and eighty-nine thousand forty-eight dollars (\$289,048) as shown in Exhibit "B". This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits "A" and "B". CONSULTANT agrees these amounts, as authorized, will constitute complete compensation, including document production and out-of-pocket expenses, for services authorized by CITY for the PROJECT per the Scope of Work and Project Fees identified in Exhibit "A" and "B", respectively. No other compensation is authorized by this Agreement without separate written amendment.
- B. Payment of Compensation: The CONSULTANT shall be compensated no more than monthly, based on percentage of work of each noted phase completed to date. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The Project Manager shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Visalia is specifically required.
- B. CONSULTANT: 4Creeks, Inc. shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
 - 1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
 - 2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms and does not correct

such failure within a period of fifteen (15) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
2. Except with respect to defaults of sub-consultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub-consultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the sub-consultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or

2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.

B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS, PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM AND PROJECT LABOR AGREEMENTS

Notice is hereby given that this is a Public Works Project. All contractors and subcontractors bidding and performing work on Public Works Projects (*including Consultants and Sub-Consultants who employ or subcontract workers to perform any trade that has a prevailing wage designation such as surveyor*) must:

- A. Register on an annual basis with the California Department of Industrial Relations (DIR)
- B. Furnish electronic payroll records for new projects to the Labor Commissioner.

All contractors and consultants are to be registered at time of bid/proposal submittal and remain registered with the California Department of Industrial Relations (DIR) throughout the duration of this Agreement.

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b)(1) as a pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

VIII. CITY OF VISALIA LABOR COMPLIANCE MANUAL

Consultant shall comply with the *City of Visalia Labor Compliance Manual* which is available at visaliapurchasing.org.

IX. NO PERSONNEL, AGENCY OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

X. SUBCONTRACTING

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.
- B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

XI. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

XII. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XIII. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes. Should CONSULTANT place a copyright notice on documents it must state, "City of Visalia holds a nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the material for government or public purposes."

XIV. INDEMNIFICATION AND INSURANCE

As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, and employees from and against any and all claims, demands, losses, reasonable defense costs, or liability, whether actual, alleged, or threatened, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT in the performance of his/her services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY.

- A. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, or liability to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, reasonable defense costs, or liability of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.
- C. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CITY nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any remote or speculative breach of contract damages that the breaching party could not have reasonably foreseen when entering into this Agreement. To the extent this Agreement is considered a "Construction Contract" as defined by California Civil Code section 2783, CONSULTANT's duty to indemnify CITY under this or any other provision of the Agreement shall not apply when to do so would be prohibited by California Civil Code section 2782.
- D. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
 1. Workers' compensation insurance as required by California statutes.
 2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
 3. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
 4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

- E. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- F. CONSULTANT agrees to provide thirty (30) days written notice of any policy cancellation, limitation in scope or coverage, or non-renewal. Such notice shall be provided to the, City of Visalia, 707 W. Acequia, Visalia, CA 93291.

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

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

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

- G. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- H. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 - 2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
 - 3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

XV. NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XVI. MISCELLANEOUS PROVISIONS

- A. Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.
- B. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.
- C. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- D. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- E. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- F. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONSULTANT
4Creeks, Inc.
324 S Sante Fe, Suite A
Attention: Matthew Ainley, PE

- G. Jurisdiction/Venue/Waiver of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

- H. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- I. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- J. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- K. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- L. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- M. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- N. Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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

CITY OF VISALIA

CONSULTANT

City Manager

Approved as to Form

City Attorney

Risk Manager

Project Manager

Attachments:

- Exhibit "A": Scope of Work
- Exhibit "B": Project Fees
- Exhibit "C": Consultant Schedule of Fees
- Exhibit "D": Contractor Affidavit
- Exhibit "E": Levine Act Statement

February 26, 2025

Mr. Jonathan Frausto
Associate Engineer
City of Visalia
707 W. Acequia Ave.
Visalia, CA 93291

**Subject: CIP 3010-72000/CP0602-99 Tulare Ave Street Rehab
Project CM Services**

Dear Mr. Frausto,

We have prepared a scope and estimated fee for the services required to complete the proposed project construction management, survey and public outreach services. Listed below is the scope of work that we are proposing to provide for the project and meet the needs of the City. The fee schedule attached reflects this scope of work.

Task 1: Construction Management Services

- Review all plans and specifications at beginning of project for quality control purposes.
- Lead Pre-construction meeting with the contractor and City project manager.
- Maintain Submittal, RFI, and Change Order tracking logs.
- Review contractor's Schedule, Submittals, and RFI's. Our understanding is that the design engineer has been retained to provide submittal reviews and assist with RFI's as deemed necessary during construction.
- Weekly meetings with the City and contractor. Provide progress reports and schedule updates at these meetings.
- Site meetings with Contractor, CM and inspector – Assumed to be on an as needed basis.
- City staff to be present at major start up activities.
- Coordinate with designated City inspector.
- Track all special inspections and materials testing for the project.



- Review all invoices and change orders submitted by contractor and make recommendations for denial or acceptance for the City.
- Coordinating with the material testing consultant (determined by City) including recommending the appropriate type and level of testing service, scheduling, monitoring, reviewing results, and addressing any issues associated with site testing,
- Perform the required labor compliance verifications as listed in the LAPM
- Make sure contractor provides all closeout items to City.

The above **Task 1** services estimate is **\$230,530**.

Task 2: Corner Records (Pre and Post Construction)

4Creeks will perform surveying related tasks related to the preparation and filing of both Pre-Construction and Post-Construction Corner Records for this project. The aforementioned survey scope shall include the following items:

- Pre-construction Corner Records (assumed/approximately 39 monuments):
 - Perform field visits to existing street monuments
 - Prepare/take ties to existing monuments
 - Prepare Corner Record for Pre-Construction condition and file with Tulare County Surveyor
- Post-construction Corner Records (assumed/approximately 39 monuments):
 - Perform field visits to newly replaced street monuments
 - Prepare/take ties to new monuments
 - Prepare Corner Record for Post-Construction condition and file with Tulare County Surveyor

The above **Task 2** services estimate is **\$100,010**.



Task 3: Public Outreach Services

The following scope of services will be performed as part of the Public Outreach Services program for this project. This work will be performed on a Lump Sum Fixed Fee basis as shown on the Fee Estimate.

Task A: Outreach Administration

The 4Creeks Marketing and Outreach team will work with the City to discuss project approach, scope of work and confirm strategy, tasks and schedule. Our team will provide email updates to the city staff of our progress and ask for input on various items when needed.

Work Products:

- Hold a Marketing Kick Off meeting and conduct up to (3) meetings with the City to confirm strategy, tasks and schedule as needed
- Documentation of outreach efforts and providing bi-weekly updates on outreach efforts to City as needed
- Develop outreach plan, schedule for digital advertising and project theme/design
- Coordinate with all vendors, news channels and newspaper as needed for marketing materials
- Coordinate posting and scheduling on social media platforms

Task B: Outreach Meetings

The 4Creeks Marketing and Outreach team will coordinate, promote and staff (2) outreach meetings.

Work Products:

- Coordinate (2) outreach meetings for residents and community members. We assume 1 meeting will be held at a local school or similar type of facility and 1 meeting will be held in the Council Chambers similar to outreach efforts on other large City projects.
- Visuals of proposed design for display
- PowerPoint & Projector
- Provide staff members to answer questions and help the events run smoothly
- Provide a Spanish interpreter for the (2) outreach meetings



City Responsibilities: Our understanding is that the City will provide the locations for the public outreach meetings. On past projects the City and our staff have worked with the school district to utilize one of the schools in the local area like El Diamante. Our cost does not include rental space to hold a meeting at.

Task C: Design (Print & Digital)

The 4Creeks Marketing and Outreach team will provide modern and eye-catching designs that will be used for print, and digital advertising for the duration of the project. Designs will be in Spanish and English.

Work Products:

- Develop Project branding which includes: project logo, colors and fonts
- (10) Social Media Post Design templates
- Design of all Exhibits, posters or print material needed for outreach meetings. (includes printing cost)
- Design website infographics to be used throughout the duration of the project
- Design printed material including: sign-in sheets, comment cards, brochures, and signs for impacted businesses
- Design (1) PowerPoint template for outreach meetings
- Coordinate with all vendors needed for marketing materials
- Coordinate with news channels and local newspapers as needed

Task D: Direct Mailers & Text Notification Capabilities

The 4Creeks Marketing and Outreach team will provide the design and coordination of 1 mailer to notify the public about the public outreach meetings and the start of construction along with providing links and information about where the public can find project updates throughout construction. In addition, text notifications will be set up for people who sign up for updates to be provided throughout the duration of the project.

Work Products:

- Design and produce 1 set of postcards used for direct mail. Our staff has assumed that 4,000 mailers may be needed for this task.
- Set up and manage text notification system for the duration of the project

City Responsibilities: Our understanding is that the City will pay for postage cost for the mailers. This is not included in our fee. Our understanding is that the City will require the Contractor to maintain a 24 hour call in hotline for the public throughout construction similar to what has been done on other large City projects.



Task E: Local Business Partnership

The 4Creeks Marketing and Outreach team will work with local businesses to make their customers aware of the upcoming traffic changes and work with them if they would like to provide (1) incentive social media post.

Work Products:

- Coordination with all impacted businesses in the area
- (5) templates for social posting for businesses

Contractor Responsibilities

- Completing all other tasks required by the contractor documents.

City of Visalia Responsibilities

- Compensate the consultant as provided in the contract agreement.
- Provide the locations for the public outreach meetings. On past projects the City and our staff have worked with the school district to utilize one of the schools in the local area like El Diamante. Our cost does not include rental space to hold a meeting at.
- Our understanding is that the City will pay for postage cost for the mailers. This is not included in our fee.
- Provide current email distribution lists for City departments and emergency service personnel so they can be notified about traffic impacts.
- Our understanding is that the City will require the Contractor to maintain a 24 hour call in hotline for the public throughout construction similar to what has been done on other large City projects.
- Materials to be provided by the Agency: Unless otherwise specified in the Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task. Materials (if deemed applicable, necessary, and when available from the City that may be furnished or made available by the City and where listed in the individual Task Orders and this Contract, are for the Consultant's use only, shall be returned at the end of the Contract.
- The City will retain responsibility for all final consultation, both informal and formal, with State and Local agencies regarding project mitigation and compensation proposals.
- Provide a "City Representative", who will represent the City and who will work with the consultant in carrying out the provisions of the contract. The Consultant shall communicate with the City representative who will provide the following services:
 - Examine documents submitted to the City by the Consultant and render timely decisions pertaining thereto.



- Give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there will be no substantial delays in the Consultant's program of work.
- Review and process invoices submitted by Consultant, or request additional information needed to justify the current billing request to the satisfaction of Caltrans requirements.
- The City will be the point of contact with any funding agencies. All correspondence with any funding agencies shall be issued by the City, in coordination with the Consultant.
- Provide consultant with project plans, specifications, City Standard Construction Management templates (if available), and other documentation necessary for completion of Consultant's work.
- Act as coordinator between Consultant and other City representatives.

The above **Task 3** services estimate is **\$43,600**.

Total Estimated Fee for Tasks 1-3 = \$374,140

The above services will be billed on a time and materials basis in accordance with the on-call contract and attached fee schedule. We will not exceed the fee estimate without prior authorization or direction from the City.

Services Not Included in the Fee Estimate

- Materials Testing
- Building Code required Special Inspections/Materials Testing
- Labor Compliance beyond the LAPM spot check requirements
- Record of Survey or permanent property corner setting/establishment (assumed to be done with design phase)
- Property acquisition legals, descriptions, documentation (assumed to be done with design phase)
- Fees associated with the CMIS program
- Any other service not specifically listed in the proposal

While the services above are excluded from this fee estimate, 4Creeks would be happy to provide some of these services on an additional time and materials basis if the City needs assistance.



If you have any questions or need any additional information, please feel free to give us a call to discuss.

Sincerely,

Ian D. Williams, PE 86546

Senior Construction Manager

Matthew D. Ainley, PE 66233

Principal-In-Charge

encl: Fee Estimate

Approval:

City Signature

Date

Tulare Avenue Improvements Project Fee Estimate

Fee Breakdown
I. Williams & R. Wasnick

This Fee Estimate assumes the project construction duration will be 120 working days. We assume work will start around April 2025 and end around September 2025. All work below will be completed on a Time and Materials basis.

	Project Technician I	Sr. Construction Manager	Construction Manager	2-Man Survey Crew	Senior Surveyor	Principal Land Surveyor	Outreach Coordinator	Associate Outreach Coordinator	Fixed Fee	Subconsultant	Reimbursable Expenses Fee Varies	TOTAL
	\$95.00	\$196.00	\$170.00	\$300.00	\$185.00	\$215.00	\$129.00	\$108.00	1.00	1.00		

Task 1 - Construction Management

Phase 1: Pre-Bid Services		40	40									\$14,640
Utility Coordination		20	60									\$14,120
General Const. Mgmt. & Project Coordination		60	400									\$79,760
Maintain Submittal, RFI, & Change Order Logs		5	100									\$17,980
Schedule, Submittal and RFI Review			100									\$17,000
Weekly meetings		30	60									\$16,080
Site Meetings with CM, Inspector & Contractor		10	60									\$12,160
Process all Contractor invoices and change orders			40									\$6,800
Track Materials Testing and Special Inspections			50									\$8,500
Post-Construction Tasks: Project Punchlist & Closeout Items, Permitting		40	120									\$28,240
Admin Management Time	150											\$14,250
Reimbursable Material & Mileage Costs											\$1,000.00	\$1,000
												\$230,530

Task 2: Survey Monument Preservation

Pre-Construction Corner Records	100			98	40							\$46,300
Pre Const Review Comments-Final	39											\$3,705
Post-Construction Corner Records	100			98	40							\$46,300
Post Const Review Comments-Finals	39											\$3,705
												\$100,010

Task 4 - Public Outreach Fixed Fee)

Task A: Outreach Administration									\$8,500.00			\$8,500
Task B: Outreach Meetings									\$7,500.00			\$7,500
Task C: Design (Print & Digital)									\$11,700.00			\$11,700
Task D: Direct Mailers & Text Notifications									\$11,400.00			\$11,400
Task E: Local Business Partnership									\$4,500.00			\$4,500
												\$43,600

TOTAL:

	428	205	1030	196	80	0	0	0	0	\$0	\$1,000.00	\$374,140
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4Creeks, Inc. Fee Schedule – Construction Management and Inspection

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Multi-Year contracts are subject to any subsequent changes in these rates. Fee schedules for the various billing categories are:

Classification	Charges Per Hour	Classification	Charges Per Hour
Construction Inspection: (Non-Prevailing Wage)		Project/Program Management:	
Associate Construction Inspector	\$130	Project Manager III	\$199
Construction Inspector	\$165	Project Manager II	\$182
Senior Construction Inspector	\$180	Project Manager I	\$146
		Project Engineer III	\$122
Construction Management		Project Engineer II	\$105
Associate Construction Manager	\$139	Project Engineer I	\$95
Construction Manager	\$170		
Senior Construction Manager	\$196	Executive:	
Principal Construction Manager	\$216	Executive Level III	\$232
		Executive Level II	\$211
Public Outreach Coordination		Executive Level I	\$191
Associate Outreach Coordinator	\$108		
Outreach Coordinator	\$129		

Prevailing Wage Rates:

Classification	Charges Per Hour	Classification	Charges Per Hour
Construction Inspection: (Prevailing Wage)		Land Surveying (Prevailing Wage) Cont'd.	
Construction Inspector	\$170-\$205	3-Man Survey Crew – Tulare County	\$395
Construction Inspector – Over Time	\$220-\$305	3-Man Survey Crew – Fresno County	\$395
Construction Inspector – Double Time	\$260-\$325	3-Man Survey Crew – Kings County	\$395
		3-Man Survey Crew – Kern County	\$395
Land Surveying (Prevailing Wage)		3-Man Survey Crew – Merced County	\$395
1-Man Survey Crew – Tulare County	\$200		
1-Man Survey Crew – Fresno County	\$200		
1-Man Survey Crew – Kings County	\$200		
1-Man Survey Crew – Kern County	\$200		
1-Man Survey Crew – Merced County	\$200		
2-Man Survey Crew – Tulare County	\$300		
2-Man Survey Crew – Fresno County	\$300		
2-Man Survey Crew – Kings County	\$300		
2-Man Survey Crew – Kern County	\$300		
2-Man Survey Crew – Merced County	\$300		

Direct Charges

At cost plus fifteen percent (15%):

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

OWNERSHIP DISCLOSURE FOR CONTRACTORS AND CONSULTANTS
(SUBMIT WITH PROPOSAL)

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: 4Creeks, Inc.

Firm Address: 324 S. Santa Fe Street, Suite A, Visalia, CA 93292

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Matthew Ainley, PE

David De Groot, PE

Randy Wasnick, PE

Submitted by: Name Matthew Ainley

Date October 28, 2020