



Visalia City Council

Visalia City Council

Meeting Agenda - Final

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Monday, June 30, 2025

8:00 AM

City Council Chambers

Special Meeting

ROLL CALL

CALL TO ORDER SPECIAL MEETING - 8:00 AM

PUBLIC COMMENTS

Citizens are now invited to comment on items listed on the Special Meeting agenda and items listed on the Closed Session agenda. The Council asks that you keep your comments concise and positive. Creative criticism, presented with appropriate courtesy, is welcome. Each speaker will be allowed three minutes, and a timer will notify you when your time is expired. Please begin your comments by stating and spelling your name and providing your city of residence.

CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted in one motion.

- 1. Notice of Award of Convention Center Elevator Modernization -** [25-0215](#)
Authorize the City Manager to execute an agreement with TK Elevator Corporation in the amount of \$642,850 for the Convention Center Elevator Modernization Project.
- 2. Award Contract for Culvert Replacement -** Authorize the City Manager to award the construction contract with Dawson-Mauldin, LLC for RFB 24-25-60, Mill Creek Culvert Replacement Project, in the amount of \$1,403,118. [25-0229](#)
- 3. Construction Management Services Contract Award -** Authorize the City Manager to execute an agreement with NV5, Inc. to provide construction management and materials testing services for the Solids Handling Improvement Project at the Visalia Water Reclamation Facility in the amount of \$1,243,847.69 [25-0268](#)

ADJOURN TO CLOSED SESSION - 8:15 AM (Or, immediately following Special Meeting)**ADJOURNMENT****UPCOMING CITY COUNCIL MEETINGS**

1. Upcoming City Council Meeting:

[25-0291](#)

The regular meeting scheduled for July 7, 2025 has been cancelled.

Monday, July 21, 2025 @ 7:00 p.m. at 707 W. Acequia

Note: Meeting dates and times are subject to change, check posted agenda for correct details. In compliance with the American Disabilities Act, if you need special assistance to participate in meetings contact 713-4512.

Written materials relating to an item on this agenda submitted to the Council after distribution of the agenda are available for public inspection in the Office of the City Clerk, 220 N. Santa Fe Street, Visalia CA 93292, during normal business hours.



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 25-0215

Agenda Date: 6/30/2025

Agenda #: 1.

Agenda Item Wording:

Notice of Award of Convention Center Elevator Modernization - Authorize the City Manager to execute an agreement with TK Elevator Corporation in the amount of \$642,850 for the Convention Center Elevator Modernization Project.

Prepared by:

Mike Porter, Civil Engineer, Mike.porter@visalia.city, (559) 713-4412

Chris Crawford, City Engineer, Chris.crawford@visalia.city, (559) 713-4331

Jason Huckleberry, Engineering & Building Director, Jason.huckleberry@visalia.city, (559) 713-4495

Department Recommendation: Authorize the City Manager to execute an agreement with TK Elevator Corporation in the amount of \$642,850 for the Convention Center Elevator Modernization Project.

Summary:

The Convention Center main elevator, located on the north side of the main entrance lobby, has been experiencing service problems and requires repairs and modernization of some of the major components. Taylor Architects was hired to prepare plans and specifications for the project. The plans and specifications were submitted to the building department for review and approval, and the building permit is now ready to be issued. TK Elevator is prepared to begin work on the improvements subsequent to execution of the construction agreement.

Background Discussion:

The Convention Center elevator was installed in 1970 and has been experiencing intermittent failures. When it was constructed more than a half-century ago, the equipment was located in a shed on the roof of the Convention Center without a cooling system. The new equipment will need to be relocated to a storage room near the elevator, requiring relocation of the existing fire alarm system. Due to its age and being outdated, the ability to secure parts for repair and continued operation is very difficult. There have been several occasions when the elevator was down for months due to parts availability. The elevator's continued operation is essential to meet ADA and catering requirements for the second floor. In addition, the replacement of the elevator will bring it to current California Building Code which includes electrical, fire alarm, and fire sprinklers (\$120,000 estimate). TKE provided a preliminary quote for the project at approximately \$600,000 last spring. The preliminary estimate included only the elevator components and scope of work to be provided by TK elevator. The proposal was recently revised based on a field visit by TK elevator and their general contractor. The revised proposal includes additional scope of work to relocate electrical and HVAC components, fire system equipment and a water cooler as well as other general carpentry and required repair and finish work.

Fiscal Impact: This project has budget of \$875,000 and is budgeted in the Convention Center Fund (CIP 4130-72000/CP0650-999). The budget was originally approved by Council in April 2024 for

\$500,000 and an additional \$375,000 was appropriated in April 2025. TKE provided a preliminary quote for the project at approximately \$600,000. The preliminary estimate included only the elevator components and scope of work to be provided by TK elevator. The proposal was recently revised based on a field visit by TK elevator and their general contractor. The revised proposal includes additional scope of work to relocate electrical and HVAC components, fire system equipment and a water cooler as well as other general carpentry and required repair and finish work. Staff is estimating the total project cost to be \$765,735 as shown in the table below.

Convention Center Elevator Modernization (CIP 472000/CP065099)	
Budget Summary	
Convention Center Fund Budget	\$875,000
Taylor A/E Contract	\$ 38,000.00
COV Permits and Plan Checking Fees	\$ 600.00
Staff time (est.)	\$ 20,000.00
Subtotal	\$ 58,600.00
TK Elevator Proposal	\$642,850.00
Cont. (est. 10%)	\$ 64,285.00
Subtotal	\$707,135.00
Total Project Cost	\$765,735.00
Budget Remaining	\$ 109,265.00

Prior Council Action:

April 7, 2025 - Council approved mid-year budget update which included an additional appropriation of \$375,000 to replace the Convention Center elevator bringing the project total to \$875,000.

April 15, 2024 - Council approved the mid-year budget update which included an appropriation for \$500,000 to replace the Convention Center elevator.

Other: None

Alternatives: Do not authorize execution of the construction agreement.

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to execute a construction agreement with TK Elevator for the Convention Center Elevator Modernization Project in the amount of \$642,850

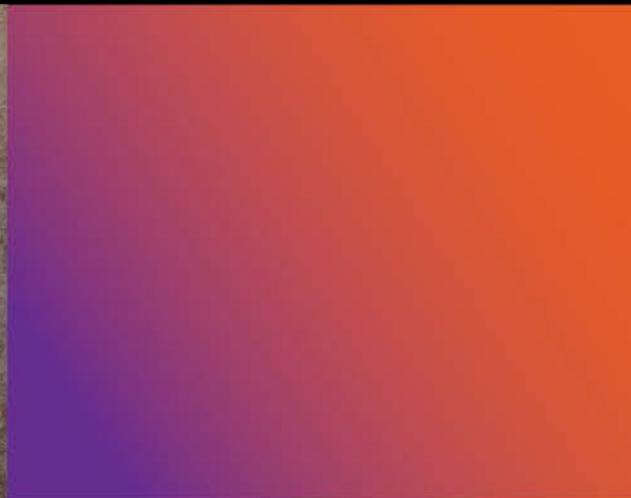
Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: None

Attachments: TKE Proposal

MODERNIZATION PROPOSAL



Modernization Proposal



Visalia Convention Ctr RFP May 2025

June 13, 2025

Purchaser:	City Of Visalia	Location:	City Of Visalia
Address:	303 E Acequia Ave	Address:	303 E Acequia Ave
	Visalia, CA 93291-6341		Visalia, CA 93291-6341



TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering City Of Visalia (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$642,850.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

The price above also includes all value added taxes, tariffs, duties, and similar charges imposed on TK Elevator as of the date of this Proposal. The price of this Proposal is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; and/or TK Elevator being subjected to increased charges from its shippers and/or freight forwarders.

If not accepted within twenty-one (21) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

In the event you have any questions regarding the content of this Proposal please contact me at +1

We appreciate your consideration.

Regards,

Steve Boisvert

Steve Boisvert
TK Elevator Corporation
940 Riverside Pkwy Ste 20
W. Sacramento, CA 95605
steve.boisvert@tkelevator.com | +1 916 813-9668

Modernization Proposal



SCOPE OF WORK

Grouping Name: 1

Equipment Type: Hydraulic

Speed: 80 fpm

2 Stops (2 Front /0 Rear)

Capacity: 4000 lbs.

Units Included

Building Address	Nickname	TKE Serial #
VISALIA CONVENTION CENTER	1	US280125

Description of Work

Important note

- This proposal is based on the elevator equipment room to be relocated from the roof to the ground floor across from the hallway leading to the elevator opening
- Related work scope (Work By Other - WBO) is included in this proposal : See Appendix #1 for Scope of work included.

Controller

- Microprocessor Controller
- Battery Lowering
- Machine Room Wiring

Power Unit

- Power Unit
- Shutoff Valve
- Surge Valve / Overspeed Valve
- Biodegradable oil (Citgo NZ)
- Oil Line Piping from New equipment room to Elevator Pit

Jack

- Hydraulic Jack
- PVC for 5-S Jack with Moisture Sensor
- Pit Mounting Channels
- Jack Joint(s)
- Pipe Stands
- Drilling is included in this proposal : See Appendix #2 for Scope of work included.

Car

- Car Top Equipment
- Toe Guard
- Rebuild Car Guides

Hoistway

Modernization Proposal



- Hoistway Wiring (Traveling Cable)
- Hoistway Switches
- Landing System

Pit

- 2" Shutoff Valve Kit (Pit)
- Pit Stop Switch
- Spring Buffer Model 8M (Pair) (Max Gross Load 8000 lbs)
- Pit Ladder 12" Wide (As required)

Cab

- Car Door (2SSS, #4 S/S (441))
- Car Sill (2SSS, Aluminum)
- Steel Shell Cab (16 gauge steel) for TKAP
- 14 Gauge Canopy Powder Coated F-114 (White)
- Fronts: Fixed Return (Applied COP) #4 S/S (441)
- Panels: Plastic Laminated
- Frieze and Reveal Kit: #4 S/S (441)
- Ceiling: Downlight LED (Formed Metal Pan) Powder Coated
- Handrails
 - Bar 1/4" x 4", Ends returned to wall
 - #4 S/S (300 Series)
- Bumper Rails
 - Bar 1/4" x 2", Straight capped ends
 - #4 S/S (300 Series)
- Base: Stainless Steel
- Pad Hooks
- Protective Pads (Set)

Door Equipment

- Door Detector
- Door Operator
- Gibs
- Closer
- Hanger Rollers
- Interlocks
- Pick Up Rollers

Car Fixtures

- Car Station (COP)
- Car Riding Lantern

Hall Fixtures

- Jamb Braille (Pairs)
- Car Identification Plate (Pair)
- Hoistway Access
- Hall Stations Terminal

Modernization Proposal



01 Key Tasks and Approximate Lead Times

Approximate Durations/Lead Times	
Contract execution (can run concurrently with layout drawing package preparation and approval)	TBD by Purchaser
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	6-8 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form* and initial progress payment)	12 Weeks
Shipping: (Tennessee to local distribution center)	2 Weeks
Crew Scheduling	Varies
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others and the signed pre-installation checklist)	9 - 11 Weeks

*If equipment is delivered to TKE's staging facility in accordance with the date shown on the TKE Material Release Form, and the preparatory work required by other trades is not completed, all storage charges as a result of site delays are to be paid by the Purchaser based on the storage rates noted below in this proposal.

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

02 Payment of Work

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Pictures will not be provided. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice,

Modernization Proposal



TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$637,850.00
Bonds:		\$5,000.00
Estimated contract price:		\$642,850.00
Initial progress payment:	(50%)	\$321,425.00
Material furnished:	(25%)	\$160,712.50
Total of remaining progress payments:	(25%)	\$160,712.50

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$380.00
Mechanic (OT) per hour	\$641.00
Team (Standard) per hour	\$684.00
Team (OT) per hour	\$1,154.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until December 31, 2025 .

Modernization Proposal



03 Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

04 Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

05 Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

Modernization Proposal



A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel hoist beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

2. Purchaser shall provide:

- a. permanent 3-phase power with suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Permanent 3-phase power supply capable of operating the new elevator equipment under all conditions, no generator power, or manufactured power, will be acceptable;
- b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
- c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
- d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
- e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
- f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
- g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
- h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;

Modernization Proposal



- i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
- j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
- k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
- l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;

06 Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable every (30) calendar days.

Modernization Proposal



- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, climate controlled enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 (minimum) per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

07 Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only (minimum rental period is 30 calendar days), excluding personnel to operate. All labor, parts, repairs, adjustments, and/or refurbishment including callbacks required during the temporary use period will be billed at TK Elevator's billing rates listed in this proposal or TK Elevator's local service billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors in addition to costs for replacement or refurbishment of equipment based on special circumstances. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at the billing rates listed in this proposal or TK Elevator's local service billing rates.

Modernization Proposal



- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction and/or third party inspectors where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the entire cost of each re-inspection which shall be \$1,500.00 per elevator and a remobilization fee which shall be \$5,000.00 per elevator, plus any additional costs that may apply, via change order prior to scheduling a re-inspection. In the event the inspection fails due to items caused by both parties, the aforementioned fees will be prorated based on the number of items by each party.
- c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form" prior to turnover of each unit. The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's billing rates as shown in this proposal.
- e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features on the same day as the turnover of each unit in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.



MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.

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- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

Multimedia Monitoring Service

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satisfies the Purchaser's obligation to meet these new code requirements as outlined in the attached Service Agreement Addendum entitled "TK Elevator Communications."

Activation of Multimedia Monitoring Service is contingent on signed acceptance of this proposal and acceptance of the attached, ongoing Service Agreement Addendum that defines the pricing and scope for the ongoing application services.

09 Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, Buy America, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All value added taxes, tariffs, duties, and similar charges imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components

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- due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts set forth in (1), (2) and/or (3). In addition to the Proposal price, when the materials and/or components called for in this Proposal are ready to be released into production, TK Elevator will provide Contractor with a separate change order that includes such value added taxes, tariffs, duties and/or similar charges imposed upon TK Elevator and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to delivery of the material to the jobsite or providing labor on the project.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe and secure place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated. TK Elevator to be reimbursed for stolen tools or material.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
- m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension,

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indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

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If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

10. Project Clarifications

- a. This proposal is based on the elevator equipment room to be relocated from the roof to a new room located at the ground floor across from the hallway of the elevator opening.
- b. This project includes the removal of the existing elevator equipment on the roof. An allowance of \$5,000 is included for the use of a crane to remove equipment. Any required deviation from the stated logistical plan will be submitted as a change order to the project agreement.
- c. This proposal is based on Prevailing Wage.
- d. Dismantlement of existing room is not included.
- e. Purchaser is responsible for the following:
 - a. Architectural Drawings (if required)
 - b. Permitting for Electrical and General Construction Work.
- f. For elevator modernization projects, each elevator cab will be weighed (pressure reading) prior to the start of the modernization process of each individual unit. If the existing cabs are less or over 5% of the allowable weight and contracted capacity as noted on the original crosshead data tag and/or the elevators are out of balance, any additional scope of work to make code compliant will be determined on an elevator by elevator case basis and a change order for this work will be proposed accordingly. In addition, TK Elevator will not be responsible for any building structural items due to elevator exceeding the 5% allowable weight nor the under-sizing of the equipment proposed using the crosshead data tag information. Should additional or higher-rated equipment be required due to a discrepancy in the actual vs. car top crosshead data tag, additional cost may apply and will be provided via change order.
- g. All equipment provided as a part of this project shall be provided and installed in accordance with the applicable A17.1 requirements at the time of the bid/proposal. Retained equipment shall remain 'as-is' and not be reconditioned nor modified to meet A17.1, structural, or seismic requirements, unless specifically included or clarified elsewhere. If any work is required on retained equipment, a change order will be provided detailing additional required scope and pricing.
- h. Related work scope (Work By Other / WBO) is included in this proposal : **Update Electrical and General Contractor work** . See Appendix #1 for Scope of work included. If any additional work required beyond this scope, a change order will be provided detailing additional required scope and pricing.
- i. Drilling is included in this proposal : See Appendix #2 for Scope of work included. If any additional work required beyond this scope, a change order will be provided detailing additional required scope and pricing.
- j. Due to the hydraulic jack being replaced, the following "**rock clause**" applies:

TK Elevator will furnish the necessary labor and materials to replace the existing cylinder with an ASME A17.1 code compliant cylinder with a sealed cylinder protection liner. This work will include the following:

 - An entirely new jack assembly, which consists of cylinder, plunger and jack head will be furnished.

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- Erect safety/sight barricades, lay protective floor covering around work areas.
- Suspend and secure (two methods) the elevator in the uppermost portion of hoistway.
- Remove the oil line, shutoff valve, pit channels and buffers from pit area.
- Jackhammer removal of concrete surrounding jack head.
- Remove existing cylinder from the ground and dispose of properly.
- TK Elevator is sub-contracting to cleanout the elevator hole. See Appendix #1 for Cleanout contractor inclusion and exclusion.
- Remove all spoils and/or water resulting from the jack removal process.
- Install protective, plastic casing that includes a means of monitoring for corrosive moisture.
- Apply protective coating to new cylinder to aid in protection against corrosion.
- Thread and weld cylinder sections together, allow cooling and protective wrap at joints.
- Install new hydraulic cylinder with double bulkhead bottom made of steel pipe compliant with Elevator Safety Code ASME Code A17.1 and the same I.D. and O.D. size as existing cylinder with new jack head.
- Backfill area between new PVC and hydraulic cylinder to stabilize jack assembly.
- Replace concrete pit floor with appropriate insulation material.
- Reinstall hydraulic piping, shutoff valve, pit channels and buffers.
- Attach hydraulic plunger to the platen plate on underside of elevator and properly align.
- Install new jack seal and gasket (new head provided with cylinder).
- Provide new hydraulic fluid as needed to the elevator hydraulic system and test for normal operation.
- Readjust valve, if required, to achieve proper operation.
- Perform Full Load Safety Test in the presence of state approved Elevator Inspector.
- Removal and disposal of old oil that was removed from the existing jack and feedlines.
- Disassemble and remove materials, tools and supplies and provide general clean-up.
- Return elevator to service.

Special Conditions:

1) The quoted price is based upon the existing jack hole being plumb and cased or jacketed to prevent hole collapse once the existing jack is removed. The existing jack hole must be clear of rock, water, concrete, debris or any other underground condition which hinders us from freely pulling the existing jack or installing the new jack or which alters the method required to complete the project. If we encounter such conditions, we will notify you immediately and upon execution of a change order, it is agreed that all additional work will be performed on a time and material basis, based on existing contractual billing rates, until the conditions which have caused the delay have been overcome.

2) Purchaser agrees to provide a safe, accessible storage area for placement of 10x D.O.T. 55 Gallon containers for the purpose of spoils containment. Any spoils or water testing by others or delays due to such testing are not included in this proposal. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

3) For the purpose of providing this estimate, we assume no unusual conditions as outlined in Items #1-2 above. If necessitated by unusual conditions, a proposal for additional labor and materials shall be submitted to Purchaser for approval prior to performance of additional work. TK Elevator shall not be responsible for delays due to such causes.

4) Purchaser will be notified immediately of any circumstances that will require more than the allotted time and materials provided in this proposal. Written authorization will be required for any labor or materials required beyond this original proposal amount.

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5) All labor estimates included herein are based upon work being performed during regular working days and hours of the trade (M-F, 6:00 a.m. to 2:30 p.m.). Work performed at other times will be in addition to the price indicated unless specified otherwise herein.

6) This proposal includes the Full Load Testing according to prevailing Codes at the time this proposal is accepted. If the load test discloses any deficiencies in the operation of the equipment tested, an additional proposal will be submitted for your approval for work needed to put the specific equipment in proper condition and in compliance with the above mentioned specifications. TK Elevator will exercise caution and care in performing this repair and tests, but will not be responsible for damage done to the building and/or equipment while performing this work.

7) Welding affecting the building fire protection system and construction noise may be required on this project. This will be coordinated with Purchaser.

8) Purchaser agrees to furnish suitable parking area with standard truck access.

Shaft Re-drill:

- TK Elevator is sub-contracting to cleanout the elevator hole. See Appendix #1 for Cleanout contractor inclusion and exclusion. If re-drilling is required, we will notify you immediately and upon execution of a change order, it is agreed that all additional work will be performed on a time and material basis, based on existing contractual billing rates, until the conditions which have caused the delay have been overcome.
- Labor and equipment to machine drill shafts of 22" diameter totaling 50 linear feet.
- One mobilization/demobilization on/off site is assumed for a continuous and uninterrupted drilling operation. In the event of Purchaser ordered work suspension, Purchaser shall compensate for additional mobilization/demobilization to the project. Mobilization & Demobilization = \$2,500.00

Specific Exclusions:

- Furnishing or splicing of reinforcement is excluded.
- Delay and obstruction drilling. If required, delay and obstruction drilling will be charged for on a time plus materials basis. Drilling required beyond two days estimate to be charged at \$7,960.00 per day Additional material or rental equipment required for work will be invoiced at cost plus 20%.
- Contract includes 10 barrels and disposal of contaminated soil. If any extra barrels are needed it will be calculated at \$395.00 per 55-gallon barrel of contaminated waste material.
- Installation and maintenance of conservation and environmental controls.
- Restoration work, or any other work not specifically listed under inclusions of this proposal.

General Conditions:

- TK Elevator and its subcontractors assume no responsibility for damage to underground utilities. Purchaser to locate and remove or reroute underground utilities so as not to interfere with drilling operations. Delays resulting there from will be charged for at the normal daily full operating rate stated on page one of the attached proposal.
- Provisions for electrical power, water supply, dewatering, sumps and/or drains shall be provided by Purchaser, and are expressly excluded.
- Purchaser to supply adequate water source to each shaft to support drilling operation. (Minimum 1 ½" pressurized line from hydrant).
- The attached proposal is based on drilling with standard earth augers in soil free of rock, water, caving, man-made obstructions, pressurized groundwater/ artesian well or other conditions that might impede the "normal" drilling process. If subsurface conditions require the use of rock augers, coring tools, drilling fluids, casing or other specialized tools, equipment, or procedures in order to construct the work as contemplated by the Purchaser, the utilization of these items will be charged for on a time plus materials basis, in addition to the rates stated above.
- The attached proposal is based on two mobilization to and from project (portal to portal) and continuous uninterrupted drilling operations, 8 hour day, 40 hour week, Saturdays, Sundays and Holidays excluded.

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- Should conditions be encountered during the performance of work which differ from those (a) specified by the contract documents or soils data provided to TK Elevator which are not a part of the contract documents, or (b) ordinarily encountered and generally recognized as inherent in work of the character provided in the contract, an equitable adjustment and time extension will be made to cover the resulting costs.
- Laboratory analysis, field-testing and inspections, including overtime shall be provided and paid for by others. Traffic control including but not limited to flagmen, barricades, barriers, street closure permits or permission to encroach to be provided and paid for by others.
- All required licenses, permits, bonds and inspections to be provided and paid for by others.
- Notwithstanding demonstrable negligence, TK Elevator shall assume no responsibility for damage to existing improvements or structures above or below grade. Temporary shoring, permanent shoring and underpinning not specifically included in the attached proposal is expressly excluded.
- Drilled shafts shall be inspected and accepted in writing by an authorized contractor/owner representative upon individual completion. Subsequent authorization for subsequent material or trade installations into drilled shafts will constitute final approval, and any corrective work that may later be determined shall performed at additional cost, unless agreed to otherwise by TK Elevator.

Miscellaneous

1. Anchor bolts, dowels, keyways or any formwork is excluded.
2. Any and all non-destructive or destructive testing shall be performed by others at no cost to TK Elevator.
3. Hand cleaning of shaft bottoms is excluded. Any work that requires down-hole shaft entry is excluded, and shall be performed by others if necessary or required.
4. An authorized Purchaser's representative shall endorse TK Elevators work tickets and field change orders daily. These tickets shall form the basis for invoices. No back charges shall be administered by Client or accepted by TK Elevator, without a 72 hour notice to cure defect first having been received by TK Elevator. Any back charge must be signed for by an authorized representative of TK Elevator.
5. If through no fault of TK Elevator, we are unable to complete the work as described, we may terminate this agreement by written notice and shall be paid for the percentage of work completed including unrecoverable costs of materials.
6. All items not specifically included in the attached proposal are excluded. Any deviation from said proposal is to be approved by both parties. Said proposal is to become a part of any agreement issued to TK Elevator

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Appendix #1 – Related Scope of Work included

 ULTIMATE CONSTRUCTION SERVICES <small>Contractor of Related Elevator Work</small>	6700 Interstate Hwy 35 N New Braunfels, TX 78130 Phone (833)-4UR-CREW / (833)-487-2739 Fax (763) 559-7311 License: 1069314	BID PROPOSAL	
	<hr/>		
PROJECT ADDRESS:	Visalia Convention Center 303 E Acequia Ave. Visalia, CA 93291	Bid Date:	6/13/2025
		Wage Type:	Prevailing
PROJECT DESCRIPTION:	Related work for an elevator modernization	No. of Elevators:	1
		No. of Floors:	2
		Type:	Hydraulic
<hr/>			
General Construction For Elevator Modernization -			
UCS agrees to furnish labor, materials, equipment and supervision for all general, mechanical, electrical and smoke detection systems related to the modernization of the above stated elevator(s) as listed below. This proposal is based on UCS vendors being utilized. If a preferred vendor is required, it may result in a change order. This proposal is based on work being completed during normal business hours unless stated otherwise. This proposal is based off of specification/drawing dated 5/25/2025 by The Taylor Group.			
Machine Room -			
General patching and fire caulking for walls and ceiling. Supply and install a code compliant machine room door equipped with all required hardware. Supply and install all required signage and extinguishers. Supply and install mini-split system for heating and cooling, condenser to be located within 50' of machine room. Power to be rerouted from existing machine room on roof to new machine room on first floor. Patch and fire caulk penetrations in old machine room. Supply and install new 60 amp heavy duty mainline disconnect with dry contacts. Supply and install piping for main feeder into controller from main disconnect. No shunt is included in the base bid. If shunt is required by AHJ please see alternates. Supply and install shunt trip breaker. Breaker to be located outside of machine room. Supply and install car light circuit with lockable disconnect. Supply and install feeder from the load side of the car light disconnect to controller. Supply and install (2) LED lamp guarded fixtures. Supply and install (2) machine room GFIs. Supply and install positive earth ground to main controller. No short circuit coordination, arc flash, or selective coordination studies are included. This proposal is based on a new motor same HP as existing. Supply and install piping for phone line into new controller. Note: Owner must ensure a single use phone line is brought to the elevator machine room from the main building service connection/demarcation point. This line must be ordered at the start of the modernization so as to be available at time of inspection. Owner to provide demark connection, maintenance and phone line service charges. Any modifications or relocating of card access, CCTV, Security or other low voltage items to be completed by owner. They are not included.			
Lobbies -			
Cut and patch for new lobby call buttons. Box out 15' channel in lobby between new machine room to elevator hoistway for new raceway. Paint boxed in area to match current paint in lobby area.			
Hoistway -			
General patching for walls and ceiling. Remove (1) sprinkler from top of the hoistway. There are no provisions for hoist way ventilation included in this proposal.			

Appendix #1 – Related Scope of Work included – Cont'd

Pit -

General patching and fire caulking for pit walls.
Supply and install pit light switch.
Supply and install (2) guarded LED fixtures.
Supply and install GFI.
Leaving the existing pit ladder "AS IS."
Pit ladder will be the responsibility of the elevator contractor if any modifications need to be made.
There are no provisions for a sump pump included in this proposal. Elevator contractor to install moisture sensor.

Smoke Detection and Recall System -

Permits are included for FLS work if required by AHJ.
Supply and install (3) relays inside machine room necessary for elevator recall.
Conduit to be surface mounted in machine room.
Programming of new devices into existing panel.
Provide FLS technician for pre-test with elevator contractor and for final acceptance testing with State AHJ.
If there are additional items required by the local AHJ, it would be handled on a change order.
Note: CAD Drawings are not included in this proposal. If CAD drawings are not available, it will be handled on a change order.
If elevator drawings or other elevator submittals are required to be submitted with the fire permit application, the elevator company must supply them for the permit at no cost to UCS.
Note: The building owner is responsible for maintaining an existing operating FACP system with current service provider.

Emergency Power -

No emergency power is included in this proposal.

Car Top Time -

Our estimated car top time needed for this project is: 4 Hours.
Our estimated pit time needed for this project is: 4 Hours.
Car top time and pit access time will be provided by the elevator company at no cost to UCS.
If we exceed our estimated car top time or pit access time it would be provided at no charge.

Other General Conditions, Inclusions or Exclusions -

We will be responsible for clean-up and disposal of debris generated from our scope of work.

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Appendix #2 – Drilling Scope of Work included



Contact Robert Walls @ 626-665-0558 or rwalls@kgcinc.com

To:	TK Elevator Sacramento / Reno / Fresno	KGC #	25-RR
Attn:	Steve Boisvert	Project:	Visalia Convention Center
Phone:	Email: steve.boisvert@tkelevator.com	Address:	303 E Acequia Ave Visalia CA 93291
	Cell: 916-813-9668		

We propose to clean out an existing elevator shaft(s) as described below, on a **time and material** basis, subject to terms and conditions attached hereto and made a part hereof. Rates are as follows:

Scope: Standard elevator clean out follows the existing predrilled shaft, to minimize spoil removal we utilize 18" tooling. KGC will assist in the hoisting and setting of a smaller diameter PVC to contain the elevator jack casing housing the piston. We will place the drilled spoils in owner/elevator supplied drums, staged onsite previous to our arrival. **Budget \$14,800.00-1 day(s)travel /2 days drilling**

<u>#Shaft(s)</u>	<u>Diameter</u>	<u>RISE</u>
1	18"	13' +/-
1.	Rail Rig with up to a 2 man crew	\$520.00 per hour
2.	20" dia. Smooth Wall Casing (SWC).....	\$PLF call for pricing
3.	Drilling Polymer (5.0lb. containers).....	\$300.00 per 5.0lbs.
4.	Drilling Teeth	\$65.00 each Tooth
5.	Tool Repair welding and hard facing of drilling tools	\$125.00 per Hour
6.	Premium Rates..... OT=\$90, DT= \$180 per hour per man	
7.	Subsistence (If more than 75 miles from our yard in Stanton, CA) (215 miles +/-)	\$150.00 per man per day
8.	Hotel	Cost plus 15%
9.	Additional miscellaneous charges such as parking, backfill material, etc.	Cost plus 15%

Specific Conditions:

1. If project requires Prevailing/Certified Wage Rates an additional cost will be added to hourly rate. **(Included above)**
3. The hourly rate listed above does not include overtime.
4. Drilling which requires the use of drilling fluids, casing or other specialized tools, equipment or procedures will be charged for on a time & materials basis in addition to the hourly rate.
5. **Mobilization/Demobilization portal to portal, of the drill rig. (Fixed Fee \$3,800.00)**
6. KGC's work tickets and field change orders daily shall form the basis for invoices.
7. Payment Terms: Net 30 for all work completed. C.O.D.
8. Past due invoices are subject to 1.5% per month finance charge (18% per year).

General Conditions:

1. KGC assumes no responsibility for damage to underground utilities. General contractor to locate and remove or reroute underground utilities so as not to interfere with drilling operations. Delays resulting there from will be charged for at the delay and obstruction rate stated on page one of the attached proposal.
2. Provisions for electrical power, water supply, dewatering, sumps and/or drains shall be provided by others.
3. **The attached proposal is based on drilling with standard earth augers in soil free of rock, water, caving, man-made obstructions or other conditions that might impede the "normal" drilling process.**
4. The attached proposal is based on one mobilization to jobsite and continuous uninterrupted drilling operations, 8 hour day, 40 hour week, Saturdays, Sundays and Holidays excluded.
5. All required licenses, permits, bonds and inspections to be provided and paid for by others.
6. Unless negligent, KGC assumes no responsibility for damage to existing improvements or structures above or below grade.
7. Drilled shafts shall be accepted or rejected by an authorized contractor/owner representative upon individual completion. Subsequent authorization for placement of materials into shafts will constitute final approval and any corrective work required thereafter will be performed at additional expense.
8. No liquidated damages may be assessed against KGC. KGC shall not be responsible for consequential or incidental damages.
9. If through no fault of KGC, we are unable to complete the work as described, we may terminate this agreement by written notice and shall be paid for the percentage of work completed including unrecoverable costs of materials.
10. All items not specifically included in the attached proposal are excluded. Proposal is to become a part of any agreement issued to KGC.
11. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof.

Modernization Proposal



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Six Hundred Forty Two Thousand Eight Hundred Fifty Dollars (\$642,850.00) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

City Of Visalia (Purchaser):	TK Elevator Corporation Management Approval
---	--

By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Branch Representative)
----- (Print or Type Name)	Robert Preston Branch Manager
----- (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 25-0229

Agenda Date: 6/30/2025

Agenda #: 2.

Agenda Item Wording:

Award Contract for Culvert Replacement - Authorize the City Manager to award the construction contract with Dawson-Mauldin, LLC for RFB 24-25-60, Mill Creek Culvert Replacement Project, in the amount of \$1,403,118.

Prepared by:

Katherine Woodhull-Fuget, Associate Engineer, Katherine.Woodhull-Fuget@visalia.city, (559) 713-4447

Eric Bons, Senior Civil Engineer, Eric.Bons@visalia.city, (559) 713-4350

Chris Crawford, City Engineer, Chris.Crawford@visalia.city, (559) 713-4331

Jason Huckleberry, Engineering & Building Director, Jason.Huckleberry@visalia.city, (559) 713-4495

Department Recommendation:

Staff recommends that the City Council authorize the City Manager to award a contract with Dawson-Mauldin, LLC for RFB 24-25-60, Mill Creek Culvert Replacement Project, in the amount of \$1,403,118.

Summary:

This project will replace the existing Mill Creek culvert in Giddings St between Mineral King Avenue and Main Street. The existing culvert is estimated to be over 100 years old and in need of urgent replacement. The project will also upgrade the Redwood High at-grade pedestrian crossing and grind/overlay the street section between Mineral King and Main Street. During this project Giddings St between Mineral King and Main St must be closed to through traffic during construction.

Dawson-Mauldin, LLC was determined to be the lowest responsive bid with a total bid of \$1,403,118. Staff recommends awarding the construction contract to Dawson-Mauldin, LLC in the amount of \$1,403,118 pending there are no bid protests. The contract will not be executed until the protest period has been exhausted. Once the construction contract is executed, the contractor will start construction as soon as Mill Creek is dry, which is likely in August of this year.

Background Discussion:

The existing culvert within Giddings Street between Main Street and Mineral King Avenue was constructed in the 1910's. The culvert has been in service for over 100 years and it needs replacement. City staff visually inspected the existing concrete culvert and observed visible cracking within the concrete culvert and settlement within the pavement in Giddings Street. City staff hired a structural engineer to conduct a visual inspection of the existing culvert in October of 2024. The structural engineer's recommendation is to replace the existing culvert with a new culvert as soon as possible due to the cracks within the structure, exposed reinforcement, and the overall age of the culvert.

Replacing the culvert will require the relocation of multiple utilities, including relocating an existing 10” sanitary sewer main that crosses from north to south through the existing culvert. City staff have been coordinating with the impacted utility companies to relocate the effected utilities as soon as possible.

The work to replace the culvert is to be performed between August and November 2025 when Mill Creek typically does not have water flowing. According to the Kaweah Delta Water Conservation District (KDWCD), under normal conditions Mill Creek is dry by the end of August, with irrigation flows ending sooner (in June or July) in dry years and later (in September or November) in wet years.

In order to meet the construction window, City staff contracted 4Creeks Inc. for the design of the culvert replacement on December 16, 2024, after an expedited procurement process. The project was put out to bid for construction on May 21, 2025.

Traffic Impacts

The Mill Creek culvert beneath Giddings St must be completely replaced, and due to spatial constraints, replacing the culvert in sections to reduce traffic impact is infeasible. The contractor will have a very limited work area due to the dimensions of the roadway and the Redwood High Pedestrian Bridge which crosses above the culvert. The contractor will need to relocate an existing sanitary sewer main which crosses through the culvert in the center of the road, further complicating construction and making it infeasible to keep half of the road open. Additionally, once demolition of the culvert has started, the structural integrity of the culvert will be compromised, and routing traffic across a segment of it would pose a substantial risk.

As such, Giddings at Mill Creek will be impassible, and Giddings from Mineral King Ave to Main St will be closed to through traffic during construction. Appropriate public notification will be coordinated with the contractor to efficiently notify the public and establish detours accordingly. City staff and the contractor will coordinate with Visalia Unified School District to minimize impact to Redwood High School. The Redwood High Pedestrian Bridge will be kept open during construction and a temporary alternate pedestrian pathway along the north side of the Mineral King Bowl will be provided for students who cannot utilize the bridge during the reconstruction of the Mill Creek Culvert.

The grind and overlay from Mineral King to Main Street additive bid item will be scheduled to minimize impacts to Redwood High and the Grace Bible Church.

Bidding Process

RFB 24-25-60 for the Mill Creek Culvert Replacement Project at Giddings Street was advertised beginning May 21, 2025 and the RFB closed on Wednesday June 25, 2025. The bid for this project contained a Base Bid and one Additive Bid. The basis of award was the lowest sum total of the Base Bid plus Additive Bid 1. The project received the following 5 bids:

Base Bid + Additive Bid 1			
	Contractor	Location	Bid Amount
1	Dawson-Mauldin, LLC	Selma, CA	\$1,403,118.00

2	Agee Construction Co	Clovis, CA	\$1,532,366.00
3	Granite Construction	Fresno, CA	\$1,678,429.50
4	Avison Construction	Madera, CA	\$1,715,862.00
5	Cal Valley Constructio	Fresno, CA	\$1,764,416.00

Dawson-Mauldin, LLC's bid proposal was determined to be the lowest responsive bid and as part of the review process the references they provided were verified. The references provided included Farmers Ditch Company, Consolidated Irrigation District, and Consolidated Peoples Ditch Company. These references were called by City staff with favorable responses from all parties. As a result, staff recommends that the construction contract be awarded to Dawson-Mauldin, LLC.

Per the California Public Contract Code and City of Visalia Policy, Bidders may submit appeals in writing within 5 working days of receiving notice of the City's intent to award. This protest period has not elapsed at the time of this Council meeting. As such, staff recommends the construction contract be awarded to Dawson-Mauldin, LLC pending there are no bid protests or appeals. If Council authorizes award, the contract will not be executed until the protest period has been exhausted.

Fiscal Impact:

The Giddings Street Mill Creek Culvert Replacement Project is multi-funded with funds budgeted from 113 SB1 Road Maintenance, 431 Wastewater, and State Highway (RSTP Funds Exchange to State Funds).

Giddings Street Mill Creek Culvert Replacement Project CP0773	
Project Budget	
Fund 113 SB1 Road Maintenance	\$ 250,000
Fund 431 Wastewater	\$ 170,000
FY 23/24 RSTP Funds Exchange to State Fund	\$ 889,030
FY 24/25 RSTP Funds Exchange to State Fund	\$ 930,390
Total Budget	\$ 2,239,420
Estimated Project Costs	
Project Management/Administration	\$ 72,000
Design Services	\$ 260,700
Construction Base Bid	\$ 1,305,918
Construction Additive Bid 1	\$ 97,200
Construction Contingency (~10% of Construction)	\$ 141,000
Construction Management & Services	\$ 165,000
Total Estimated Project Costs	\$ 2,041,818
Estimated Surplus (Deficit)	\$ 197,602

The Wastewater Fund (431) will fund the component of the project to relocate the existing sewer main. As the culvert is related to the street, the SB1 Road Maintenance Fund and State Highway Account funds will fund the replacement of the culvert and associated road improvements.

Prior Council Action:

May 19, 2025 - Adoption of Resolution No. 2025-35 to authorize the City Manager to sign the Fiscal Year 2024/25 Claim to TCAG for RSTP Funds in Exchange for State Highway Account Funds and appropriate \$930,390 towards Giddings Street Culvert Replacement Project.

December 16, 2024 - Council authorized the City Manager to award a design contract with 4Creeks, Inc. for the design of the Giddings Street Culvert Replacement Project for \$260,700; appropriate \$50,000 from the Wastewater Fund and appropriate \$250,000 from the SB1 Road Maintenance and Rehabilitation Fund.

June 17, 2024 - Adoption of Resolution No. 2024-29 to authorize the City Manager to sign the Fiscal Year 2023-24 Claim to TCAG for RSTP Funds in Exchange for State Highway Account Funds and appropriate \$889,030 towards Road Rehabilitation.

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to award a contract with Dawson-Mauldin, LLC for RFB 24-25-60, Mill Creek Culvert Replacement Project, in the amount of \$1,403,118.

Environmental Assessment Status: NEPA Environmental Assessment does not apply.

CEQA Review: Notice of Exemption posted February 21, 2025.

Deadline for Action: 6/30/2025

Attachments:

1. Contractor Ownership Disclosure Form
2. Project Location Map
3. Sample Construction Contract

DISCLOSURE STATEMENTS

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company:

- 1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
- 2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

Dawson-Mauldin, LLC

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

3410 McCall Ave. Suite 106 Selma, CA 93662

Address

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:

Michael Mauldin, President of Dawson-Mauldin, LLC

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

- 1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

YES: NO: X If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

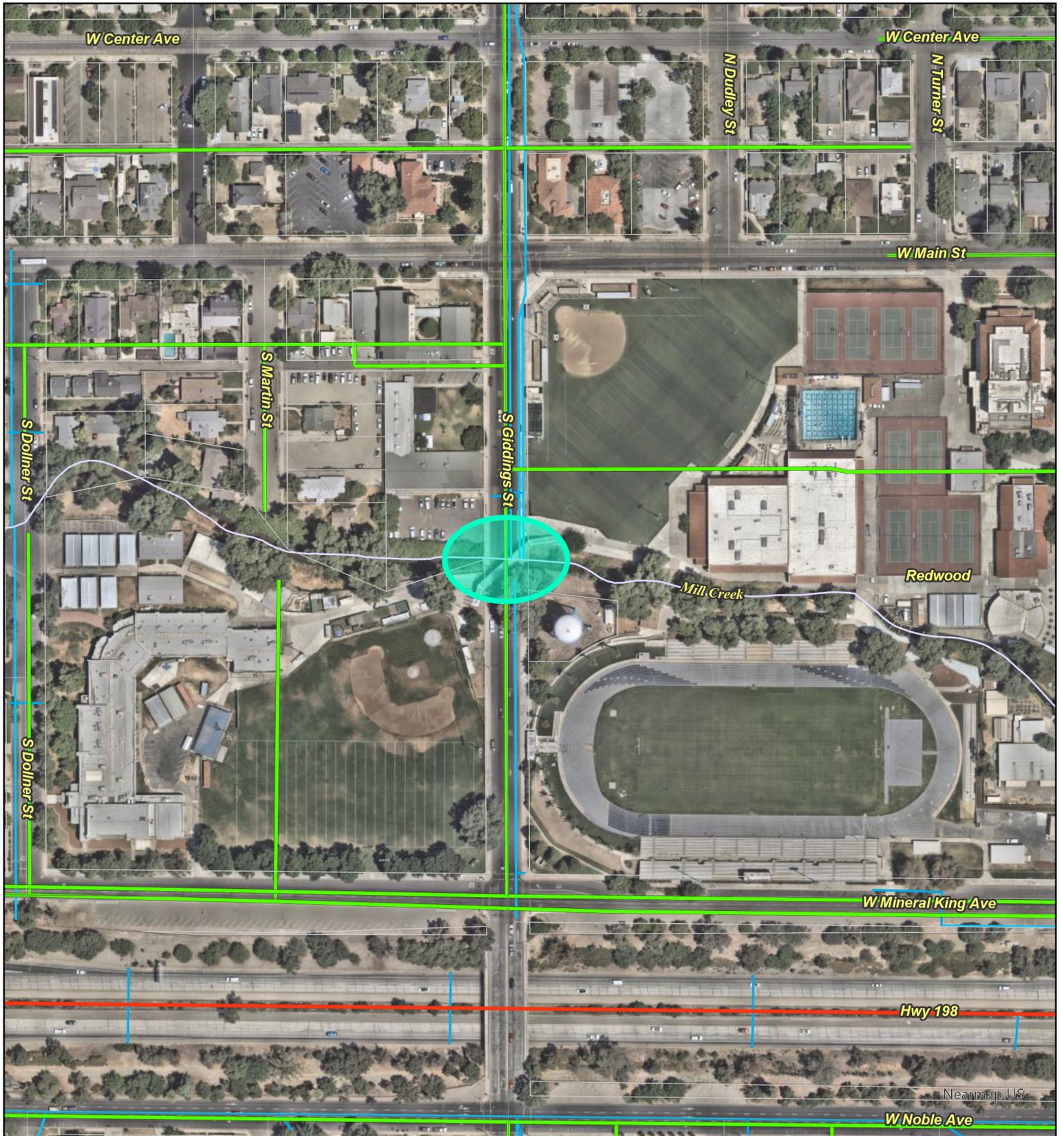
Dawson-Mauldin, LLC

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

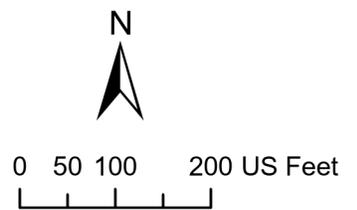
Michael Mauldin, President of Dawson-Mauldin, LLC

Print or Type Name of Authorized Individual



Giddings St Mill Creek Culvert Replacement Project

- Giddings Mill Creek Culvert Vicinity
- Parcels
- SEWER MAIN
- Catch Basin Lateral
- STORM MAIN



CONTRACT

CITY OF VISALIA

STATE OF CALIFORNIA

This Contract for the construction of the **MILL CREEK CULVERT REPLACEMENT** Project, is made between the City of Visalia, (hereinafter “the City”), and _____, (hereinafter referred to as Contractor) both parties having authority to enter into this Contract do agree to the following:

ARTICLE I - For and in consideration of the payments hereinafter mentioned to be made by the City, and under the conditions expressed in this Contract and Contract Documents (as those terms are defined in City of Visalia Standard Specifications), including the bonds submitted with this Contract, Contractor agrees at his own cost and expense, to do all the work and furnish all the materials necessary to construct and complete in a good, workmanlike, and substantial manner the **MILL CREEK CULVERT REPLACEMENT** Project, as a fully operational and functional facility for the intended purpose in accordance with the Contract Documents, and in accordance with the reference documents listed in the Contract Documents, which are also made a part hereof.

Said work to be done is shown upon the following plans:

RFB No.: 24-25-60
Project Name: MILL CREEK CULVERT REPLACEMENT
CIP: 3010-72000/CP0773-999

which said plans are hereby made a part of this contract.

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work described in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Visalia and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, and requirements of the Engineer under them, to wit:

This area to be reserved for insertion of the final bid item table complete with the awarded contractor's final bid amounts.

ARTICLE III - Contractor hereby agrees to indemnify and hold City and its officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government code 810.8), whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this contract.

It is the intent of the parties that Contractor will indemnify, defend, and hold harmless City and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification required is not intended to relieve City from liability for the active negligence of City, its officers, agency and employees.

The Contractor shall continuously protect City property, including work under construction, from damage, loss, or liability of any kind to persons or property arising in connection with the contract, direct or indirect, including that arising from rainfall, flood waters, and other action of the elements and all acts of third parties.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

In an emergency affecting the safety of life or limb, work site, or any property, the Contractor is hereby permitted and directed to act at their discretion to prevent such threatened loss of injury, and in the event any instructions are given by the City of Visalia in any emergency, the Contractor shall unconditionally comply therewith.

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below.

Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.

Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage. Such insurance shall (a) name City, its appointed

and elected officials, officers, employees and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain Standard cross liability provisions. Such additional insured endorsement maintained by Contractor and its subcontractors shall not be required to provide coverage for City for the active negligence of City.

Commercial Automobile Liability insurance with a combined single limit of not less than \$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.

Contractor shall furnish properly executed certificates of insurance to City prior to commencement of work under this agreement, such certificates shall:

- a. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming the City as an insured;
- b. Indicate whether coverage provided is on a claims made or occurrence basis; and
- c. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on 30-days prior written notice to City's Purchasing Division, Attention:

Purchasing
707 W. Acequia Avenue
Visalia, CA 93291.

Such insurance shall be maintained from the time work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims made policy is used, coverage shall be maintained during the contract term and for a period extending 5 years beyond the contract date. Contractor shall replace such certificates for policies expiring prior to completion of work under this agreement and shall continue to furnish certificates 4 years beyond the contract term, when Contractor has a claims made form(s). If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this agreement and/or obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

This insuring provision, insofar as it may be adjudged to be against public policy or in violation of Insurance Code Section 11580.04, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

ARTICLE IV - It is further expressly agreed by and between the City and the Contractor that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting with this instrument.

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, the parties have executed this agreement as of the date opposite their respective signatures.

CITY OF VISALIA

CONTRACTOR

City Manager

Date

By: Authorized Agent

Date

Print Name, Title

APPROVED AS TO FORM:

City Attorney

Date

Risk Manager

Date

Project Manager

Date



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 25-0268

Agenda Date: 6/30/2025

Agenda #: 3.

Agenda Item Wording:

Construction Management Services Contract Award - Authorize the City Manager to execute an agreement with NV5, Inc. to provide construction management and materials testing services for the Solids Handling Improvement Project at the Visalia Water Reclamation Facility in the amount of \$1,243,847.69

Prepared by:

Rehana Cale, Senior Project Manager (559) 713-4176, rehana.cale@visalia.city
Ben Litwack, Public Works Manager (559) 713-4716, ben.litwack@visalia.city

Department Recommendation: Staff recommends that the City Council authorize the City Manager to execute an agreement with NV5, Inc to provide construction management and materials testing services for the Solids Handling Improvement Project at the Visalia Water Reclamation Facility in the amount of \$1,243,847.69

Summary:

The Solids Handling Improvement Project, CP0636, was estimated at \$19,100,000 of the \$24,760,000 budgeted for Fiscal Year 2025/26. Construction management and materials testing services were included in this budget. The Request for Bids for the Solids Handling Improvement Project, RFB 24-25-11, was sent out on May 19, 2025 and the bid closing is scheduled for July 16, 2025.

The scope of construction management services includes pre-construction constructability review, analyzing submitted bids, establishment of project procedures and a management plan, submittal review, construction oversight and inspection, as well as material testing, and project closeout.

Background Discussion:

The Water Reclamation Facility (WRF) has, and is, currently experiencing capacity and operational challenges in its solids handling processes due to aging infrastructure, existing and projected increased flows and constituent loadings, and operational limitations of existing systems. In response, the City contracted with Carollo in 2023 to conduct a condition assessment and development of both a near-term Facility Plan and a 20-year Master Plan. Carollo identified \$70 million in near-term projects, including upgrades to sludge systems, UV disinfection capacity, and construction of a new anaerobic digester, with \$24,760,000 recommended for immediate action. On June 26, 2024, Council adopted the updated Master Plan, that included these projects. On June 2, 2025, Council approved updates to the Fiscal Year 2025/26 Wastewater Capital Improvement Program (CIP) Budget, and appropriated \$24,760,000 from the Wastewater Fund (431).

Construction Management (CM) Approach:

In order to obtain construction support services to continue to successfully and timely deliver the

construction of various Capital Improvement Project (CIPs), the Purchasing Division previously established a list of pre-qualified consulting firms to provide on-call Construction Management (CM)/Resident Engineering (RE) services through a request for Proposals (RFP 20-21-18). Of those firms on the list, NV5, Inc. was selected as the Construction Manager for the project in question as they currently have staffing capacity and specialized wastewater expertise to oversee this project. The City has had a positive experience with NV5, Inc. on other complex projects in the past and are confident in their ability to manage this project.

NV5, Inc. has proposed to provide construction management and materials testing services for the Solids Handling Improvement Project at the WRF in the amount of \$1,243,847.69.

NV5 brings proven experience in wastewater infrastructure, and their services will directly support the successful execution of this critical work. These improvements are essential for maintaining regulatory compliance, increasing operational efficiency, and preparing the WRF for future capacity needs.

Fiscal Impact: The total cost of this contract to NV5, Inc. is \$1,243,847.69, which will be funded through the Solids Handling Improvement Project CP0636 within the Wastewater Fund 431 at the Water Reclamation Facility in Fiscal Year 2025/26.

Prior Council Action:

January 19, 2021 - Council awarded and authorized the City Manager to execute a one-year contract with three (3) consulting firms: **NV5, Inc.**, 4Creeks, Inc., and Vanir Construction Management, Inc.; and place these firms on an on-call list to provide Construction Management (CM) and Resident Engineering (RE) services in support of the City's locally and state funded Capital Improvement Projects on an as-needed basis. Each contract is eligible for annual renewal up to four (4) additional consecutive years. The annual contract for each Consultant shall not exceed \$250,000 without additional authorization from the City of Visalia.

January 11, 2025 - Council awarded and authorized the City Manager to execute a one-year contract with five (5) materials testing consulting firms: Krazan & Associates, Moore Twining Associates, Kleinfelder Inc., **NV5 Inc.** and BSK Associates; and place these firms on an on-call list to provide material testing services in support of the City's Capital Improvement Projects. Each contract is eligible for annual renewal up to four (4) additional consecutive years. The annual contract for each consultant shall not exceed \$300,000 without additional authorization from the City of Visalia.

June 2, 2025 - Council approved updates to the Fiscal Year 2025/26 Wastewater Capital Improvement Program (CIP) Budget, and appropriated \$24,760,000 from the Wastewater Fund (431). The Solids Handling Improvement Project, CP0636, was included in the budget update, comprising of \$19,100,000 of the \$24,760,000 budgeted for Fiscal Year 2025/26.

Other: N/A

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to award a contract to NV5 for Construction Management and Materials Testing services for the Water Reclamation Facility's Solids Handling Improvement Project

in the amount of \$1,243,847.69.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 6/30/2025

Attachments:

Attachment 1: Professional Services Agreement with NV5, Inc.

Attachment 2: Exhibit "A" - NV5, Inc. - Proposed Scope of Work and Fee Estimate Attachment 3:

Exhibit "B" - NV5, Inc. - On-Call CM/RE - 2025-2026 Charge Rate Schedule

Attachment 4: Exhibit "C" - NV5, Inc. - On-Call Materials Testing - 2025 Fee Schedule

AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION MANAGEMENT AND MATERIALS TESTING FOR THE CITY OF VISALIA’S SOLIDS HANDLING IMPROVEMENT PROJECT

This Agreement, entered into this _____ day of _____, 20____, by and between the City of Visalia, hereinafter referred to as the “CITY”, and NV5 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 “NV5, Inc. - Proposed Scope of Work and Fee Estimate” in 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” – NV5, Inc. - Proposed Scope of Work and Fee Estimate, unless the parties agree in writing to modify the Scope of Work as stated in the RFQ, for the cost identified in Exhibit “B” – NV5, Inc. - On-Call CM/RE - 2025-2026 Charge Rate Schedule, and Exhibit “C” – On-Call Materials Testing - 2025 Fee Schedule.
- 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” – NV5, Inc. - On-Call CM/RE - 2025-2026 Charge Rate Schedule, and Exhibit “C” – On-Call Materials Testing - 2025 Fee Schedule. 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 Consultant’s Notice to Proceed following City Council approval of this Agreement and shall complete the work within the phases outlined in Exhibit “A”, 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 a 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, as payment in full, a sum not to exceed \$ 1,243,847.69 dollars. 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" and "C".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 Exhibits "A", "B", and "C". 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: _____ 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: _____ 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 ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

- C. Post-Termination:
 - 1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

 - 2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but

are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.

3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
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. NO PERSONNEL, AGENCY OR COMMISSION

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

VIII. SUBCONTRACTING

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the 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.

IX. INDEPENDENT CONTRACTOR

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

X. SPECIFICATIONS

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

XI. DOCUMENTS/DATA

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

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

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

XII. INDEMNIFICATION AND INSURANCE

- A. As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY.

- B. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

- C. 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, defense costs, liability, or consequential damages 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.

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

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, 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.

XIII. NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of 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.

XIV. MISCELLANEOUS PROVISIONS

- A. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. 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.

- C. 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.
- D. 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 Avenue
 Visalia, CA 93291
 Attn: City Clerk

CONSULTANT:___NV5_____
 Mailing Address:___2109 West Bullard Ave.____
 ___Suite, 145, Fresno, CA 93711_____
 Attn:___Kevin Reisz_____
 Phone:___559-417-1008_____
 Email:___kevin.reisz@NV5.com_____

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- L. 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.
- M. 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 Date

Date

Approved as to Form

City Attorney Date

Risk Manager Date

Project Manager Date

Attachments:

- Exhibit “A”: NV5, Inc. - Proposed Scope of Work and Fee Estimate
- Exhibit “B”: NV5, Inc. - On-Call CM/RE - 2025-2026 Charge Rate Schedule
- Exhibit “C”: On-Call Materials Testing - 2025 Fee Schedule

May 27, 2025

Rehana Cale, Senior Project Manager
City of Visalia
 7579 Avenue 288
 Visalia, CA 93277

Subject: Proposal to Provide Construction Management for City of Visalia Water Reclamation Facility Solids Handling Project - REVISED.

Dear Ms. Cale:

Please accept this submittal as NV5's proposal to provide Construction Management Services for the Solids Waste Improvements Project.

NV5 will represent the city throughout the construction phase of the Solids Waste Improvements Project.

NV5 will furnish Construction Management, Civil Inspectors, and Support Staff on a time and material basis to provide full-time Construction Observation / Inspection services.

NV5 will be responsible for oversight, coordination, and documentation to ensure the project is completed safely, on time, on budget, and in full compliance with the contract documents.

Scope of Services

1. General Construction Management Responsibilities.
 - a. Construction Management Plan
 - i. Prepare construction management plan including an organizational chart, responsibilities of team members, inspection and testing strategy, claims avoidance strategy, coordination procedures, and communication protocols with the contractor and City staff
 - b. Pre-Construction Services
 - i. Attend and participate in pre-construction meetings
 - ii. Review plans, specifications, permits and submittals
 - iii. Coordinate with City staff, the contractor, and design engineer
 - c. Project Field Office
 - i. Furnish necessary field equipment and supplies for NV5 staff including computers, phones, digital cameras, inspection tools, PPE and safety equipment

2. Construction Observation and Inspection
 - a. Inspection Services
 - i. Provide qualified staff to monitor daily construction activities
 - ii. Confirm contractor compliance with plans, specifications, and permits
 - iii. Maintain accurate daily inspection reports
 - iv. Document safety issues, site conditions, delays and field changes
 - v. Report deficiencies to the city staff and coordinate resolution
 - b. Inspection Plan
 - i. Develop and implement an inspection plan with defined procedures
 - ii. Include acceptance and rejection criteria and quality assurance protocols

- iii. Coordinate city staff inspections
 - c. Work Zone Safety and Oversight
 - i. Verify the contractor safety protocols meet City, CalOSHA, and project requirements
 - ii. Report violations of unsafe conditions promptly
- 3. Testing and Surveying
 - a. Provide, manage and coordinate required materials testing, special inspections for welding, and structural steel bolt torquing as shown on materials and special inspections fee proposal
 - b. Manage and coordinate surveying with city provided vendor(s)
 - c. Maintain logs of test reports and surveys
 - d. Manage and coordinate system testing, O&M startups, and certifications by third party with city provided vendor(s)
 - e. Report and manage non-compliant test results
 - f. Provide all material certifications and test reports to the city
- 4. Construction Administration and Documentation
 - a. Submittals, RFI's, and Change Orders
 - i. Track and log submittals and RFI's: review for completeness before forwarding to the design engineer
 - ii. Review and comment on contractor change order requests
 - iii. Evaluate cost and schedule impacts of changes; provide recommendations to city
 - b. Project Meetings
 - i. Attend and document all project meetings (pre-con, weekly, special coordination)
 - ii. Prepare agendas and meeting minutes
 - iii. Use a designated project management system for documentation
 - c. Schedule Monitoring
 - i. Review of contractor's baseline and updated schedules
 - ii. Identify critical path activities and potential delays
 - iii. Advise city of any corrective actions needed to stay on track
- 5. Labor Compliance and Record Keeping
 - a. Conduct labor compliance interviews in the field
 - b. Review certified payrolls
 - c. Maintain records of meeting minutes, daily reports, inspection daily reports, project photographs, material test results, monthly pay estimates, and change orders
- 6. Project Closeout
 - a. Conduct final inspections and develop punch lists
 - b. Confirm completion of punch lists
 - c. Review and document receipt of as-builts, O&M manuals, warranties
 - d. Recommend final acceptance to the city
 - e. Prepare project closeout records
- 7. Staffing
 - a. NV5 will provide an experienced construction manager, inspector(s), and administrative staff as needed through completion of the project. The city will approve all personnel before they start work on the project.

Proposed Project Team

Kevin Reisz will be the Project Manager and administrative point of contact. His contact information is:

Kevin Reisz, PE, QSD
Vice President – Operation, Civil Program Management
2109 West Bullard, Suite 145
Fresno, CA 93711
Phone No. 559.417.1008
Email kevin.reisz@NV5.com

Bill Janda will be the Construction Manager and main point of contact during construction. His contact information is:

Bill Janda
Phone No. 760.650.6477
Email bill.janda@NV5.com

NV5 will submit resumes for the civil inspection team and administration staff before the project starts.

Compensation

Compensation for the tasks described above shall be at the hourly rates shown on the NV5 estimated fees and effort tables enclosed for your review. Estimated costs: \$1,243,847.69

The total amount above is based on a 310 working day project with one full time construction manager, part time inspector, and part time administrative staff.

Note, system testing, O&M startups, and certifications by third party are not included in this proposal. If the city vendors cannot provide those tests NV5 can provide those services at additional costs.

We look forward to discussing our approach with you to successfully deliver your project.

Sincerely,
NV5, Inc.



Kevin Reisz, PE, QSD
Vice President – Civil Program Management

Enclosures: Fee Estimate
Material Testing Scope and Fee Estimate



OFFICES NATIONWIDE

CONSTRUCTION QUALITY ASSURANCE - INFRASTRUCTURE - ENERGY - PROGRAM MANAGEMENT - ENVIRONMENTAL

Description	Kevin Riesz PE PIC/PM	Bill Janda Construction Manager	Lead Field Inspector*	Night or weekend Inspection*	Admin / Office Engineer	TOTAL COST	TOTAL HOURS
Part 1 - Construction Management & Inspection through Project Closeout							
TASK 1: PRECONSTRUCTION SERVICES							
1.1 Review Project Documents	2	8					10
1.2 Project Kick-Off Meeting	2	4			2		8
1.3 Establish Project Procedures / Management Plan	8	16					24
1.4 Pre-construction meeting	2	8	2		4		16
1.5 Review Initial Submittals		24					24
1.6 Pre-construction Photos & Videos		4	4				8
1.7 Pothole and Conflict Certification		0					0
1.8 Constructability Review	8	40	8				56
Man Hour Total	22	104	14	0	6		90
Hourly Rate Charge (1)	\$344.75	\$201.12	\$229.00		\$118.00		
Total Fees	\$7,584.50	\$20,916.48	\$3,206.00	\$0.00	\$708.00	\$32,414.98	
TASK 2: CONSTRUCTION MANAGEMENT SERVICES DURING CONSTRUCTION							
Task 2.1 Project Coordination and Correspondence							
2.1.1 Interaction with City Staff, Designer, and Utilities	24	124					148
2.1.2 Utility Coordination		16					16
2.1.3 Progress Meetings		234	40				274
2.1.4 Monthly Reporting to City Project Manager	16	124					140
Task 2.2 Project Administration and Documentation							
2.2.1 Document Control		60			186		246
2.2.2 Schedule Review		46					46
2.2.3 Weekly Statement of Working Days		30			62		92
2.2.4 Submittal Management		160					160
2.2.5 Request for Information Management		160					160
2.2.6 Change Order Management & Cost Control	4	120					124
2.2.7 Monthly Payment Review & Cost Control		186					186
2.2.8 Labor Compliance		24	186		186		396
2.2.9 Disputes/Claims Management	4	60			24		88
Task 2.3 Construction Observation Services / Inspection Services							
2.3.1 Field Inspection		930	1200				2130
2.3.2 Materials Testing, Quality Assurance Testing & Special Inspection Coordination		60	100		40		200
2.3.3 Storm Water Pollution Prevention Plan (SWPPP) Monitoring		60	60				120
2.3.4 Traffic Control		10					10
2.3.5 Construction Staking & Layout Verification		60					60
2.3.6 Environmental Monitoring		16					16
Man Hour Total	48	2480	1586	0	498		4612
Hourly Rate Charge (1)	\$344.75	\$201.12	\$229.00		\$118.00		
Total Fees	\$16,548.00	\$498,777.60	\$363,194.00	\$0.00	\$58,764.00	\$937,283.60	
TASK 3: POST CONSTRUCTION & PROJECT CLOSEOUT SERVICES							
3.3.1 Final Inspection & Issue Notice of Completion	2	16					18
3.3.2 Prepare & Recommend Final Payment Request		10					10
3.3.3 Review & Submit As-Builts		40	16				56
3.3.4 Prepare Final Reports	3	8			24		35
3.3.5 Deliver Project Files		4			16		20
Man Hour Total	5	78	16	0	40		139
Hourly Rate Charge (1)	\$344.75	\$201.12	\$229.00		\$118.00		
Total Fees	\$1,723.75	\$15,687.36	\$3,664.00	\$0.00	\$4,720.00	\$25,795.11	
Part 2 - Materials Testing / Source Inspection							
Per attached fee estimate breakdown						\$ 198,354.00	0
Total Fees						\$198,354.00	
Part 3 - Public Outreach							
None							0
Total Fees						\$0.00	
Part 4 - Additional Services							
None						\$ -	0
Total Fees						\$0.00	
Part 1 Man Hour Total	75	2662	1616	0	544		4897
Total Fees Parts 1 - 4	\$25,856.25	\$535,381.44	\$370,064.00	\$0.00	\$ 64,192.00	\$1,193,847.69	

Notes and Assumptions:

- NV5 employees hourly rates include overhead, profit, safety equipment, inspector laptops, vehicle and cell phones.
- Cost proposal is based on an average of 8-hour shifts according to the Caltrans 5-Day Working Calendar.
- Overtime hours will be paid in accordance with applicable labor law and prevailing wage rates.
- Adjustments to this estimate may be required if the actual schedule requires more or less construction management services than proposed.
- This cost estimate is based on the project being completed within 310 working days of the NTP issued to the Contractor. Time extensions to the project may result in additional CM services & fees.
- This estimate is based on a 'part time' scope of work for the RE and one full time field inspector.
- *Indicates positions requiring Prevailing Wage. Rates calculated based on "Prevailing Wage" (PW) for Construction Management as published and required by the State of California.
- This cost estimate includes services for dispute resolution through project acceptance. Services for claims after acceptance will be provided at additional costs.

Other Direct Costs	
CM Vehicles	
Office and Other Expenses	\$ 50,000.00
Total Project Cost	\$1,243,847.69

	SERVICE	NO.	RATE	UNITS	TOTAL
SERVICE					
	Field Technician - Subgrade Preparation, Site Grading, Fill Placement, Bottom of Footings Approval, Utility Trenches	420	\$132.00	hour	\$55,440.00
	Field Technician - Aggregate Placement	156	\$132.00	hour	\$20,592.00
	Field Technician - Hot-Mix Asphalt Placement	60	\$132.00	hour	\$7,920.00
	Special Inspector - Reinforcing Steel	186	\$132.00	hour	\$24,552.00
	Field Technician / Special Inspector - Site Concrete	316	\$132.00	hour	\$41,712.00
	ICC Special Inspector - Anchor Bolts / Rebar Dowels	40	\$132.00	hour	\$5,280.00
	ICC Special Inspector or CWI - Structural Steel	30	\$138.00	hour	\$4,140.00
MATERIAL TESTING					
Soils and Aggregate Laboratory Tests					
	Moisture Density Relation (Modified Proctor)	6	\$275.00	each	\$1,650.00
	Sieve Analysis	13	\$160.00	each	\$2,080.00
	Atterberg Limits	13	\$232.00	each	\$3,016.00
	Sand Equivalent	1	\$135.00	each	\$135.00
Asphalt Concrete Laboratory Tests					
	Theoretical Max. Density of HMA(Rice)	6	\$232.00	each	\$1,392.00
	Binder Content by Ignition Oven	6	\$255.00	each	\$1,530.00
	Aggregate Gradation	6	\$160.00	each	\$960.00
	Ignition Oven Correction Factor	2	\$760.00	each	\$1,520.00
Concrete Laboratory Tests					
	Concrete Cylinders, Compression Test, Lab Cured	315	\$33.00	each	\$10,395.00
ADMINISTRATION					
	Project Admin - Scheduling, Report Prep, Distribution, Invoicing	40	\$80.00	hour	\$3,200.00
	Project Engineer / Manager	40	\$185.00	hour	\$7,400.00
TRANSPORTATION					
Pickup and Delivery					
	Concrete Samples	64	\$85.00	hour	\$5,440.00
TOTAL ESTIMATED COST FOR INSPECTION SERVICES					\$198,354.00

ASSUMPTIONS:

- Hours will be charged portal to portal. For inspection call - out between 0 and 4 hours a minimum charge of 4 hours will be charged. Time after 4 hours up to 8 hours will be billed in 2-hour increments. Work performed over 8 hours will be billed in one hour increment. A 4-hour minimum will apply for unscheduled cancellations and inspection cancelled after 3:00 PM the day prior to the inspection or request for testing.
- An overtime rate of 1.5 times the regular rate will apply for all work over 8 hours, up to 12 hours, on week days and the first 8 hours on Saturday. Double time will be charged for week day work in excess of 12 hours, Saturday work in excess of 8 hours, work on Sunday, and work on holidays. Overtime and double time hours will be billed in one hour increment.
- Re-testing and re-inspection will be performed at the unit rates indicated and will be in addition to the estimated costs.
- Inspection of formwork for shape, location and dimensions of the concrete members being formed is not required.
- Concrete batch plant inspection is not required
- Structural Steel Fabrication: For the purpose of this project NV5 assumes that the fabricator is registered and approved to perform such work without special inspection.
- Compliance of the reinforcing steel, high-strength bolt assemblies, and structural steel will be verified via mill certificates.
- Cost related to SWPPP inspection has not been included in our estimate, but can be provided upon request.

NV5, INC.

City of Visalia On-Call Services for Construction Management (CM) / Resident Engineer (RE) for Various Capital Improvement Projects 2025 – 2026 Charge Rates Schedule

Professional

Jeff Pallesen, Principal in Charge	\$348.95/hour
Kevin Reisz, Project Manager.....	\$344.75/hour

Construction Management

Registered Construction Manager/Resident Engineer	\$168.00 - \$323.50/hour
*Construction Inspector	\$196.36 - \$234.65/hour
Labor Compliance/Project Administrator	\$95.55 - \$141.23/hour

ODCs:

Vehicle	Included
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Rates are effective through February 1, 2026. If contract assignment extends beyond that date, a new rate schedule will be added to the contract and will include an increase of 3% per year for all non-prevailing wage positions.

Litigation support will be billed at \$450.00 per hour.

If in the course of the work, it is requested by the City to perform specialized work requiring the addition of outside resources, an 8% markup will be added to invoices for this work.

*Indicates positions requiring Prevailing Wage. Rates calculated based on “Prevailing Wage” (PW) for Construction Management as published and required by the State of California (NC-63-3-9-2024-1).

FAR Overhead Rate: 134.14%

Fee: 10%

FAR Multiplier: 2.5755



2025 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL TERMS & CONDITIONS

- 1. Testing Samples** - An hourly Laboratory Technician preparation charge will be added to all samples submitted that are not ready for testing or samples requiring additional processing.
- 2. Turn-Around-Time** - Standard TAT indicated in superscript. See notes regarding TAT at bottom of page 3.
RUSH: 50% surcharge. Sample prioritized over other samples in que.
PRIORITY: 100% surcharge: Completed as fast as possible per method.
- 3. Project Setup** - A \$225 fee applies for setup and administration of On-Call agreements and contracts less than \$3,500.
- 4. Scheduling** - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA/OSHPD projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge. Cancellation after field personnel have been dispatched will be charged a 4-hour minimum charge.
- 5. Minimum Charges** - A minimum charge of 4 hours applies to inspection/testing call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours. Overtime charges will be rounded to the nearest half hour.
- 6. Overtime Rates** - Rates are based on an 8-hour workday between 7:00 a.m. and 4:00 p.m., Monday-Friday. Work outside of these hours or in excess of 8 hr/day or 40 hr/wk will be charged at 1.5 times the listed rates. Work over 12 hours in 1 day or work on Sundays or holidays will be charged at 2.0 times quoted rates. Night / Special Shift work is charged a 1.5 times normal rate unless a full week's work (5 days) is scheduled.

- 7. Holidays** - New Year Day, Memorial Day, Independence Day, Labor Day, Veteran Day, Thanksgiving Day & the following Friday, and Christmas Day. For holidays falling on Sat. or Sun., the closest regular workday will be observed.
- 8. Travel** - Hourly travel is charged portal-to-portal for technicians. Travel charges may be waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.
- 9. Per Diem** - Per diem will be charged at 1.1 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.
- 10. Project Management & Report Distribution** - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or ½-hour/week (min) will be invoiced for scheduling, management, & report review.
- 11. Expenses / Drillers-CPT / Subcontractors** - Cost plus 15%.
- 12. Prevailing Wage** - Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify NV5 of wage requirements.
- 13. Sample Disposition** - Unless previously arranged, all samples will be disposed upon completion of testing. Samples suspected of contamination will be held pending disposition by Client. Samples may be archived for a specified period for an agreed monthly fee - typically \$5/mo per ring/tube sample, \$10/mo AC box, \$15/mo bulk.
- 14. Certified Payroll** - A \$50 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.
- 15. Escalation** - Listed rates are subject to annual escalation in accordance with NV5 Bakersfield's published annual Fee Schedule. Updated Fee Schedules will be published annually and become effective January 1.

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to NV5's lab)

	<u>Standard</u>	<u>Prevailing Wage</u>	<u>Standard</u>
A. Professional Staff			
1 Principal Engineer/Geologist/Consultant	\$ 225		
2 Senior Engineer/Geologist/Consultant (PE, CEG)	\$ 200		
3 Project Engineer/Geologist/Consultant	\$ 170		
4 Sr. Staff Engineer/Geologist/Consultant	\$ 158		
5 Staff Engineer/Geologist/Consultant	\$ 145		
6 Construction Services Manager	\$ 195		
7 Project Manager	\$ 185		
B. Technical Staff			
	<u>Standard</u>	<u>Prevailing Wage</u>	<u>Standard</u>
1 ICC Special Inspector I / Soil-Asphalt-ACI Technician I	\$ 100	\$ 128	
2 ICC Special Inspector II / Soil-Asphalt-ACI Technician II	\$ 110	\$ 132	
3 ICC Special Inspector III/Soil-Asphalt-ACI Technician III	\$ 120	\$ 138	
4 AWS Certified Welding Inspector I	\$ 105	\$ 132	
5 AWS Certified Welding Inspector II	\$ 115	\$ 138	
6 Roofing/Waterproofing Inspector I	\$ 105	\$ 128	
7 Roofing/Waterproofing Inspector II	\$ 115	\$ 138	
8 NDT Technician I (UT/Mag Part./Dye Pen.)	\$ 104	\$ 128	
9 NDT Technician II (UT/Mag Part./Dye Pen.)	\$ 115	\$ 138	
10 Field Supervisor	\$ 130	\$ 145	
C. Public Works/DSA/OSHPD Inspection			
	<u>Standard</u>	<u>Prevailing Wage</u>	<u>Standard</u>
1 Project Inspector / OSHPD IOR A, DSA PI I	\$ 120	\$ 130	
2 Project Inspector / OSHPD IOR B, DSA PI II	\$ 136	\$ 145	
3 Project Inspector / OSHPD IOR C, DSA PI III	\$ 152	\$ 165	
4 DSA Masonry / Shotcrete Inspection I	\$ 111	\$ 128	
5 DSA Masonry / Shotcrete Inspection II	\$ 127	\$ 138	
D. Support Staff & Special Services			
	<u>Standard</u>		
1 Laboratory Technician	\$ 140		
2 Certified Payroll Admin.(per project, per week)	\$ 50		
3 Court Appearance and Depositions (hourly, 4 hr min)	\$ 460		
4 Clerical	\$ 80		
5 Special Inspection Verified Report (SIVR/VR, each)	\$ 326		
6 Laboratory / Geotech. Verified Rpt (DSA 291/293 - Test only, each)	\$ 540		
7 Combined Lab Verified Report (DSA 291 - Tests & Inspections, each)	\$ 700		
8 DSA 5 SI (Inspector Qualifications, each)	\$ 95		

Prevailing Wage Standard

E. Sample Pickup/Delivery, Field Vehicle, Sample Storage & Mileage

1 Sample Pickup/Delivery (hourly, plus mileage)	\$ 85
2 Saturday Sample Pickup/Delivery (hourly, 4 hr minimum, plus mileage)	\$ 128
3 Mileage - (per mile)	\$ 0.70
4 Mileage - Coring Truck (per mile)	\$ 0.70
5 Vehicle - Field Truck 2WD (per day)	\$ 68
6 Vehicle - Field Truck 4WD (per day)	\$ 88

F. Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)

1 Machine, truck & 1 operator (accessible flatwork only)	\$ 245	\$ 218
2 Machine, truck & operator & helper	\$ 360	\$ 326
3 Coring Bit Charge (per inch)		\$ 3,65

II. MATERIALS AND EQUIPMENT

A. Equipment

1 Air Meter (Concrete).per day	\$ 63
2 Asphalt Patch (cold patch / cutback) - per bag	\$ 50
3 Calibrated Hydraulic Ram (Pull test).per day	\$ 110
4 Ceiling Wire Dead-Weight Equip..per day	\$ 188
5 Coating Thickness Gauge.per day	\$ 131
6 Concrete Slab Moisture Emission Kit / RH Probe (ea.)	\$ 100
7 Floor Flatness (plus labor - 4hr min).per day	\$ 665
8 Durometer Gauge (Shore A/D), per day	\$ 68
9 Dynamic Cone Penetrometer (Wildcat w/ 35 lb hammer)/day	\$ 575
10 Generator (Portable).per day	\$ 109
11 Ground Penetrating Radar (GPR) - (plus labor-4 hr min)/day	\$ 460
12 Hardness Gauge (Brinell, Rockwell).per day	\$ 141
13 Non-Shrink High-Strength Grout (per bag).per day	\$ 58
14 Nuclear Density Gauge.per day	\$ 42
15 Pachometer (Rebar) Survey Equipment.per day	\$ 115
16 Peristaltic Groundwater Sampling Pump.per day	\$ 250
17 Portable Generator.per day	\$ 105
18 Scaffold - Portable.per day	\$ 131
19 Schmidt Hammer.per day	\$ 89
20 Skidmore Wilhelm.per day	\$ 246
21 Torque Wrench (Large, >100 ft-lb), per day	\$ 100
22 Torque Wrench (Small), per day	\$ 32
23 Ultrasonic / Mag. Particle Equipment & Consumables.per day	\$ 89



III. LAB TESTS: AGGREGATE, SOIL, & STONE

A. Soils - Geotechnical

1	Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 ^B	\$ 232
2	Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 ^E	\$ 392
3	Collapse – ASTM D4546 ^B	\$ 193
4	additional Load Increment (Consol./Collapse) – per pt.	\$ 75
5	Direct Shear, remolded sample – ASTM D3080 ^D	\$ 342
6	Direct Shear, undisturbed (ring) sample – ASTM D3080 ^D	\$ 288
7	Expansion Index – ASTM D4829 ^B	\$ 248
8	Moisture & Dry Density (ring samples) ^A	\$ 27
9	Organic Content by Oven Burn-off – ASTM D2974/AASHTO T-267 ^B	\$ 262
10	pH (soil) – ASTM D4972 ^C	\$ 44
11	Resistivity – ASTM G57 ^C	\$ 69
12	Resistivity (Minimum) – CTM 643 ^C	\$ 183
13	Soil Classification – ASTM D2488 – Visual-Manual ^A	\$ 53
14	Soluble Chloride (soils) ^C	\$ 93
15	Soluble Sulfate (soils) ^C	\$ 93
16	Unconfined compression on prepared specimens ^C	\$ 162

B. Particle Size Analysis

(listed fees are for standard ASTM C33/CTM 202 sieve stack, special sieves by quote)

1	Sand Equivalent – ASTM D2419, CTM 217 ^A	\$ 135
2	Sieve #200 wash only – ASTM D1140, CTM 202 ^A	\$ 111
3	Sieve (coarse or fine only, no wash) – ASTM C136, CTM 202 ^A	\$ 120
4	Sieve (coarse and fine w/ wash) – ASTM C136, CTM 202 ^A	\$ 160
5	Hydrometer w/ Fine Sieve – ASTM D422, CTM 203 ^B	\$ 248
6	Hydrometer w/ Fine & Coarse Sieve – ASTM D422, CTM 203 ^B	\$ 282

C. Moisture Density Relationship

1	Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 ^A	\$ 275
2	Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 ^A	\$ 308
3	Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 ^A	\$ 366
4	Maximum Density Checkpoint (4 in. mold) ^A	\$ 110
5	Caltrans Relative Compaction (Wet Density) – CTM 216 ^A	\$ 324

D. Aggregate, Soil & Rock

1	Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 ^B	\$ 238
2	Absorption, sand or gravel – ASTM C127, C128 ^B	\$ 68
3	California Bearing Ratio (CBR) with expansion – ASTM D1883 ^C	\$ 795
4	Clay lumps and friable particles, per primary size – ASTM C142 ^C	\$ 127
5	Cleanliness Test – ASTM D4740, CTM 227 ^A	\$ 144
6	Crushed particles, per primary size ^C (listed fees are for standard ASTM C33 sieve stack, special sieves by quote)	\$ 183
7	Durability Index (\$120 per size fraction) – CTM 229 ^A	\$ 238
8	Flat & Elongated Particles (per bin size) – ASTM D4791 ^C	\$ 208
9	Lightweight pieces, per size fraction – ASTM C123 ^C	\$ 444
10	Moisture determination (aggregate samples) ^A	\$ 39
11	Mortar making properties of Sand ASTM C87 ^D	\$ 428
12	Organic Impurities – ASTM C40, CTM 213 ^B	\$ 107
13	Petrographic Analysis of Gravel – ASTM C295 (single grading) ^E	\$ 550
14	Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) ^E	\$ 940
15	Potential Reactivity Test – ASTM C289 Chemical Method ^D	\$ 550
16	Potential Reactivity – ASTM C227 Mortar Bar Method (3 month) ^E Each additional month	\$ 865 \$ 131
17	Potential Reactivity Test – ASTM C1260 Rapid Method ^E	\$ 695
18	Potential Reactivity – ASTM C1293 Mortar Bar w/ Pozz (12 m) ^E Extend to 24-months add (C1293 requires Sp.Grav. & Unit Wgt)	\$ 1,770 \$ 890
19	Potential Reactivity Test – ASTM C1567 Rapid-Cement Combo ^E	\$ 840
20	'R' Value – ASTM D2844, CT 301 (Treated material by quote) ^B	\$ 350
21	Specific gravity w/ absorption - coarse – ASTM C127, CTM 206 ^B	\$ 123
22	Specific gravity w/ absorption - fine – ASTM C128, CTM 207 ^B	\$ 144
23	Sulfate Soundness, 5 cycle test per primary size – ASTM C88 ^D	\$ 404
24	Thermal Resistivity of Soil (including 1 proctor curve) ^D	\$ 1,140
25	Uncompacted Void Content of Fine Aggregate – AASHTO T304 ^B	\$ 194
26	Unit weight – ASTM C29 ^B	\$ 81

E. Lime Treatment / Soil Cement / CTB Tests

1	Lime Treatment: pH by Eades & Grim – ASTM D62676 ^B	\$ 400
2	Lime Treatment: Fabrication & Compaction (3) – ASTM D3551 ^B	\$ 486
3	Lime Treatment: Compressive Strength (ea) – ASTM D5102 ^B	\$ 122
4	Soil Cement – Moist.-Dens. - ASTM D558 – Lab Mixed ^B	\$ 454
5	Soil Cement – Moist.-Dens. - ASTM D558 – Field Mixed ^C	\$ 340
6	Soil Cement – Wet-Drv Durability – ASTM D559 ^E	\$ 1,085
7	Soil Cement – Freeze-Thaw Durability – ASTM D560 ^E	\$ 1,270
8	Soil Cement – Mix. Compact & Cure, each – ASTM D1632 ^A	\$ 144
9	Soil Cement – Compressive Strength - each – ASTM D1633 ^A	\$ 133
10	Cement Treated Base (CTB), compact & cure (3 samples) ^E	\$ 486
11	Cement Treated Base – Compression (ea)	\$ 121
12	Cement Treated Base – Stability (3)	\$ 580

F. Rip Rap / Rock Slope Protection / Dimensional Stone

1	Rock Gradation D (hourly engineering charge - per quote)	Per Quote
2	Absorption / Apparent Specific Gravity – ASTM C127, CTM 206 ^D	\$ 144
3	Durability – CTM 229 ^D	\$ 306
4	Percentage Wear – ASTM C131 ^D	\$ 260
5	Compressive Strength – ASTM C170 ^D	\$ 155
6	Water Absorption & Density – ASTM C97 (3 required) ^D	\$ 98
7	Modulus of Rupture – ASTM C99 ^D	\$ 168
8	Flexural Strength – ASTM C880 ^D	\$ 190
9	Sulfate Soundness, 5 cycle test per primary size – ASTM D5240 ^D	\$ 3,600
10	addition Soundness samples (>5 specimens)	\$ 690
11	Sample Preparation (cutting/crushing/processing-1 hr min) /hr	\$ 185

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A. Cement

1	Grab sample (CCR Title 24) includes 1 year storage	\$ 84
2	Compression Test – High Strength Grout 2" cube – ASTM C109 ^A	\$ 69

B. Concrete

1	Compression test: Concrete 4x8 cylinder – ASTM C39	\$ 33
2	Compression test: Concrete 6x12 cylinder – ASTM C39	\$ 40
3	Compression test: Concrete/Shotcrete Core – ASTM C42 ^C	\$ 86
4	Concrete cylinder mold (w/ lid - spare)	\$ 14
5	Concrete cylinder p/up: 4x8 (>25mi, radius of Lab add hrly p/up rate)	\$ 18
6	Concrete cylinder p/up: 6x12 (>25mi, radius of Lab add hrly p/up rate)	\$ 25
7	Concrete Mix Design Review (excludes testing & revisions) ^A	\$ 306
8	Concrete mix proportion revision	\$ 214
9	Concrete Trial Batch (includes 6 compression tests)	Per Quote
10	Coring of Shotcrete/Gunite panel in laboratory, each core	\$ 75
11	Density of Lightweight Struct. Concrete (ASTM C567 -Equil) ^C	\$ 240
12	Drying shrinkage – ASTM C157 (set of 3, 5 ages) ^E	\$ 630
13	End preparation of cores, diamond sawing, per cut	\$ 25
16	Flexural beam p/up (>25mi, radius of Lab add hrly p/up rate)	\$ 53
17	Flexural strength, 6"x6" beam – ASTM C78 & C293 ^A	\$ 105
18	Lab Trial Batch, not including specimen tests - ASTM C192	Per Quote
19	Lightweight insulating concrete – unit weight (oven dry)	\$ 123
20	Lightweight, insulating concrete compress, 4 req. – ASTM C495	\$ 98
21	Modulus of elasticity, 4"x8" cylinder – ASTM C469 ^D	\$ 314
22	Non-Shrink (Dry-Pack) Grout Compression – 2"x2"x2"	\$ 63
23	Petrographic Analysis - Hardened Concrete – ASTM C856 (per core) ^E	\$ 1,200
24	Poisson's Ratio on 6"x12" cylinders – ASTM C469 ^D	Per Quote
25	Shotcrete/Gunite panel pick-up (>25mi, radius of Lab add hourly pickup rate)	\$ 94
26	Splitting Tensile – ASTM C496 ^D	\$ 230
27	Thermal Resistivity – Concrete - FTB ^D	\$ 1,150
28	Concrete Core Length - CTM-531	\$ 68

C. Masonry

1	Absorption - Brick, 5 required – ASTM C67 ^D	\$ 89
2	Absorption - Concrete Masonry Unit, 3 required – ASTM C140 ^D	\$ 69
3	Compression - Concrete Masonry Unit, 3 required – ASTM C140 ^D (requires absorption & unit wt. tests for net area)	\$ 105
4	Compression - Masonry Core ^C	\$ 65
5	Compression - Masonry Prisms 8"x 8" – ASTM C1314 ^D	\$ 204
6	Compression test, Masonry Grout 3x6" specimens	\$ 47
7	Compression test, mortar specimens	\$ 47
8	Compression, brick, 5 required – ASTM C67 ^D	\$ 58
9	Diamond sawing of masonry specimens, if required (minimum)	\$ 34
10	Dimensions – masonry unit, 3 required ^D	\$ 63
11	Linear shrinkage, masonry unit, set of 3 – ASTM C426 ^E	\$ 570

Masonry (continued)

12	Masonry Unit Acceptance Tests – ASTM C140 ^D (includes absorption, compression, dimensions, unit weight)	\$ 715
13	Mortar Aggregate Ratio – ASTM C780 (A4) ^B	\$ 400
14	Modulus of rupture, brick. 5 required – ASTM C67 ^D	\$ 134
15	Moisture content - masonry unit (as received).3 req'd– ASTM C140 ^D	\$ 58
16	Relative Mortar Strength - CTM 515 ^D	\$ 518
17	Sample Pickup – Grout, Mortar (per specimen)	\$ 37
18	Sample Pickup – Masonry Prism (per specimen)	\$ 94
19	Shear test on masonry core – CBC 2105A.4 ^B	\$ 133
20	Tensile test on masonry block	\$ 518
21	Unit weight, masonry unit. 3 required – ASTM C140 ^D	\$ 69
22	Veneer Shear Test – ASTM C482 ^D (5 required)	\$ 230
23	Visual Examination & Photo-Document Core – CBC 2105A.4 ^B	\$ 58

D High Strength Bolts

1	DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) ^D	\$ 395
2	Bolts – proof load (non-DSA) ^D	\$ 53
3	Bolts – ultimate load ^D	\$ 75
4	Bolts – hardness ^D	\$ 41
5	Nuts – proof load ^D	\$ 53
6	Nuts – hardness ^D	\$ 41
7	Washers – hardness ^D	\$ 41

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1	Calibration Certificates	<i>Per Quote</i>
2	Density of Sprayed Fireproofing	\$ 131
3	Jobsite Trailer or Mobile Laboratory	<i>Per Quote</i>
4	Universal Testing Machine (Hourly)	\$ 262
5	Ground Rod Test (plus travel)	\$ 262

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing

1	Processing mill certification (each size & heat)	\$ 30
2	Rockwell or Brinell Hardness, average of three readings	\$ 42
3	Zinc coating, each item (includes Haz Mat Fee) ^C	\$ 248

B Reinforcing Steel

1	Deformations, reinforcing steel ^C	\$ 69
2	Pre-stress, strand or wire, tensile & elongation ^D	<i>Per Quote</i>
3	Proof test on post-tension assembly	<i>Per Quote</i>
4	Bend Test (rebar) ^C	\$ 75
5	Tensile test (rebar), up to & including #8 ^C	\$ 75
6	Tensile test (rebar) #9, #10, #11 ^D	\$ 144
7	Tensile test (rebar) #14, #18 ^D	\$ 238
8	Rebar Mechanical Coupler (Tension) Test (up to #11 bar) ^D	\$ 256

C Structural Steel

1	Cutting & machining charges	<i>cost plus 15%</i>
2	Bend test, structural, all sizes	\$ 89
3	Tensile test, ≤ 3/4" cross-section (cutting & machining extra)*	\$ 100
4	Tensile test, > 3/4" cross-section (cutting & machining extra)*	\$ 152

* Tensile & Yield by Percent Offset add \$105

VII. ASPHALT & ASPHALTIC CONCRETE

A Emulsions And Slurry Seals

1	Consistency test – ASTM D3910 ^A	\$ 111
2	pH determination ^B	\$ 88
3	Residue by Evaporation – T59, CT330, D6934 ^A	\$ 167
4	Solids content by evaporation and ignition extraction (slurry) ^A	\$ 288
5	Wet Track Abrasion – ASTM D3910 (prep, not included) ^A	\$ 186

B Asphaltic Concrete, Aggregate And Mixes

1	Air Voids – ASTM D3203, T269 (does not include max, add \$75 for ARB)	\$ 361
2	Bulk Specific Gravity (HVEEM – 3 pt, LTMD) CT308 / T166 ^A	\$ 288
3	Coring of asphaltic concrete – See Section E Diamond Coring Extraction, % bitumen	
4	Ignition Oven Method – CTM 382	\$ 255
5	Solvent Extraction Method(includes Gradation) – ASTM D2172 ^B	\$ 435
6	Film stripping – CTM 302 ^C	\$ 194
7	Gyratory Compaction, 6" specimen, Lab Mix* – AASHTO T312 ^B	\$ 418
8	Gyratory Compaction, 6" specimen, Plant Mix* – AASHTO T312 ^B	\$ 360
9	Gyratory Compaction- ARHM, 6" specimen, Plant Mix* – AASHTO T312 ^B	\$ 715
* Add \$115 for Asphalt Rubber		
10	Hamburg Wheel Track – AASHTO T324 ^B	\$ 1,785
11	Ignition Oven Correction Factor – CTM 382 ^B	\$ 760
12	Marshall – Preparation & Compaction ^A	\$ 244
13	Marshall - Stability and flow (core) – ASTM D6927 ^A	\$ 152
14	Marshall - Stability and flow (bulk) – ASTM D6927 ^B	\$ 382
15	Marshall - Specific Gravity – ASTM D2926 ^A	\$ 268
16	Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 ^A	\$ 232
17	Moisture content – ASTM D-1461 ^A	\$ 132
18	Recovery of Extracted Asphalt (extraction only) - ASTM D5404 ^D	\$ 292
19	Recovery of rubber from ARHM extraction ^D	\$ 366
20	Specific gravity of core – ASTM D2726 ^A	\$ 69
21	HVEEM Stabilometer test on premixed sample – CTM 366 ^A	\$ 218
22	Stabilometer test and mixing of sample ^B	\$ 466
23	Surface Abrasion – CTM 360 ^C	\$ 610
24	Resistance to Moisture Induced Damage – T-283 ^D	\$ 2,155
25	Resistance to Moisture Induced Damage – CT 371 ^D	\$ 3,085
26	Caltrans Superpave Production Start-Up Evaluation ^F	\$8,192

*Includes all testing for Caltrans Section 39 Job Mix Formula Verification, Will be reported on Caltrans Form CEM-3513. Add \$1,100 for ARB.

Standard Laboratory Turn-Around-Times:

(where applicable TAT indicated in superscript following the test method):

- A – 3 working days; B – 5 working days; C – 7 working days;
- D – 10 working days; E – >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to availability and precedence. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications – hourly charges will apply for weekend or holiday work.

ADDITIONAL TESTS: NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.





Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 25-0291

Agenda Date: 6/30/2025

Agenda #: 1.

Agenda Item Wording:

Upcoming City Council Meeting:

The regular meeting scheduled for July 7, 2025 has been cancelled.

Monday, July 21, 2025 @ 7:00 p.m. at 707 W. Acequia

Note: Meeting dates and times are subject to change, check posted agenda for correct details. In compliance with the American Disabilities Act, if you need special assistance to participate in meetings contact 713-4512.

Written materials relating to an item on this agenda submitted to the Council after distribution of the agenda are available for public inspection in the Office of the City Clerk, 220 N. Santa Fe Street, Visalia CA 93292, during normal business hours.