

MEETING NOTICE AND AGENDA
SPECIAL MEETING OF THE OVERSIGHT BOARD OF THE
SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY
Monday, August 14, 2017 at 9:00 a.m. – Regular Session
City of Madera - City Hall Council Chambers, 205 West Fourth Street, Madera, California

1. CALL TO ORDER – REGULAR SESSION

ROLL CALL

Stell Manfredi, Chairperson

(Representing a Member of the Public at Large)

Bobby Kahn, Vice Chairperson

(Representing the Chancellor of Community Colleges)

Robert L. Poythress, Board Member

(Representing the Madera County Board of Supervisors)

Donald Horal, Board Member

(Representing the Madera County Mosquito & Vector Control District)

Cecilia Massetti, Ed.D., Board Member

(Representing the Madera County Superintendent of Schools)

Derek Robinson, Board Member

(Representing the Madera City Council)

Bob Wilson, Board Member

(Representing Former Madera Redevelopment Agency Employees)

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

The first fifteen minutes of the meeting are reserved for members of the public to address the Board on items which are within the subject matter jurisdiction of the Board. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Chairperson has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Board does not respond to public comment at this time.

2. CONSENT CALENDAR

2.1 Minutes of the Regular Meeting of the Oversight Board for January 30, 2017

3. PRESENTATIONS/ADMINISTRATIVE REPORTS

There are no items for this section.

4. NEW BUSINESS

4.1 Consideration of a Resolution Approving Agreement with Giersch & Associates, Inc. Civil Engineers for Engineering and Design, Bidding and Construction Management Services Related to the Development of the East Yosemite Lot Project

5. GENERAL

There are no items for this section.

6. BOARD MEMBER REPORTS

7. ADJOURNMENT

The next Regular Meeting date of the Oversight Board is Monday, September 18, 2017.

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.

Any writing related to an agenda item for the open session of this meeting distributed to the Board less than 72 hours before this meeting is available for inspection at the Successor Agency office located at 428 East Yosemite Avenue, Madera California 93638 during normal business hours.

Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5113.

I, Claudia Mendoza, Recording Secretary, declare under penalty of perjury that I posted the above Meeting Agenda of the Special Meeting of the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency for Monday, August 14, 2017, at 9:00 a.m. in the Council Chambers at City Hall near the front entrances of City Hall before the close of business on Thursday August 10, 2017.

/cm



Claudia Mendoza, Recording Secretary

**SPECIAL MEETING OF THE OVERSIGHT BOARD OF THE
SUCCESSOR AGENCY TO THE FORMER
MADERA REDEVELOPMENT AGENCY**

**Monday, January 30, 2017 at 9:00 a.m. – Regular Session
City of Madera City Hall – Council Chambers, 205 West Fourth Street, Madera, California**

Action/Summary Minutes

1. CALL TO ORDER – REGULAR SESSION

Meeting called to order by Chairperson Stell Manfredi at 9:00 a.m.

ROLL CALL

Board Members Present:

Stell Manfredi, Chairperson
Bobby Kahn, Vice Chairperson
Bob Wilson, Board Member
Derek O. Robinson, Board Member
Cecilia Massetti, E.D., Board Member
Robert L. Poythress, Board Member
Donald Horal, Board Member

Board Members Absent:

None

Successor Agency Staff Members Present:

Executive Director James Taubert, General Counsel Brent Richardson, Recording Secretary Claudia Mendoza and Neighborhood Outreach Assistant Christina Herrera.

The Pledge of Allegiance was led by Board Member Horal.

PUBLIC COMMENT

The first fifteen minutes of the meeting are reserved for members of the public to address the Board on items which are within the subject matter jurisdiction of the Board. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Chairperson has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Board does not respond to public comment at this time.

Chairperson Manfredi opened the public comment portion of the meeting. There being no comments offered, the public comment portion of the meeting was closed.

2. CONSENT CALENDAR

2.1 Minutes of the Special Meeting of the Oversight Board for November 21, 2016

Chairperson Manfredi called for questions or comments, there were none.

Action: Approval of the Consent Calendar item as presented.

Moved by: Board Member Wilson; seconded by Board Member Robinson.

Vote: 7/0. Ayes: Board Members Manfredi, Kahn, Wilson, Massetti, Robinson, Horal and Poythress.

Noes: None.

Abstain: None

Absent: None

3. PRESENTATIONS/ADMINISTRATIVE REPORTS

3.1 Consideration of a Resolution Adopting the Madera Recognized Obligation Payment Schedule 17-18 (ROPS) Representing the Period July 1, 2017 through June 30, 2018

Summary of staff report: Executive Director Taubert reported that ROPS is our annual budget for the upcoming fiscal year 2017-2018. We have as the Successor Housing Agency notified the Successor Agency that we intend to use pre 2011 bond funds for the Riverside Villas Subdivision, Riverwalk Subdivision, Hunter Adelaide Subdivision, Mid Town and Malone Properties. By the direction of the Bank of New York Mellon, we had to increase the requirement for bond reserve by \$53,997.

Discussion followed

Action: Approval of the Madera Recognized Obligation Payment Schedule 17-18 (ROPS) Representing the Period July 1, 2017 through June 30, 2018.

Moved by: Board Member Horal; seconded by Board Member Robinson.

Vote: 7/0. Ayes: Board Members Manfredi, Kahn, Wilson, Massetti, Robinson, Horal and Poythress.

Noes: None.

Abstain: None.

Absent: None.

3.2 Consideration of a Resolution Approving the Administrative Budget of the Successor Agency for the Period July 1, 2017 – June 30, 2018

Summary of staff report: Executive Director Taubert reported per dissolution legislation, we are authorized to utilize \$250,000 in former tax increment to pay for administrative costs for the purpose of carrying out the projects. We are required to prepare a budget every year that shows that expenditure.

Discussion followed.

Action: Approval of the Administrative Budget of the Successor Agency for the Period July 1, 2017 – June 30, 2018

Moved by: Board Member Poythress; seconded by Board Member Robinson.

Vote: 7/0. Ayes: Board Members Manfredi, Kahn, Wilson, Massetti, Robinson, Horal and Poythress.

Noes: None.

Abstain: None.

Absent: None.

4. NEW BUSINESS

4.1 Informational Report - The Successor Housing Agency Has Notified the Successor Agency of Future Commitment of 2008A/2008B Tax Allocation Bond Proceeds

Summary of staff report: Executive Director Taubert reported the Successor Housing Agency are required to notify the Successor Agency 20 days before we bring the item to the Oversight Board of our need for pre 2011 bonds. We accomplished that on January 11, 2017. This was to add Malone and Mid Town Village Projects.

Discussion followed.

5. GENERAL

There are no items for this section.

6. **BOARD MEMBER REPORTS**

Board Member Poythress introduced his Chief of Staff Anthony Duhon. Anthony grew up in Madera and he was in the first graduating class of Madera South High School. He graduated from Fresno Pacific and during that time he had an internship with Congressman Denham. Afterwards he worked in D.C. with the congressman and the RNC. He also ran Congressman Denham's campaign in November. Mr. Duhon has worked for the federal level and was able to see the sources of funding. Now he is able to see the implementation of some of those programs. He is off to a great start. We talk about bringing the best and brightest back into our community and he is one of those guys.

Mr. Duhon stated that it is great to be back in Madera and to be involved in the process. He is very thankful and excited to be working with everybody.

Chairperson Manfredi stated sometime in May or June the Madera and Chowchilla Oversight Boards will meld into one and asked Mr. Taubert if he knew the process? Mr. Taubert responded we have been contacted by the Auditor's Office to see if we would administer it when it rolls into one board. But this has been postponed for a year. It will probably be this board that will oversee the Chowchilla activities also.

7. **ADJOURNMENT**

The meeting was adjourned at 9:12 a.m.

Respectfully submitted by,

Claudia Mendoza, Recording Secretary

Stell Manfredi, Chairperson

REPORT TO THE CITY OF MADERA OVERSIGHT BOARD

BOARD MEETING OF: August 14, 2017
AGENDA ITEM NUMBER: 4.1
APPROVED BY:

James S. Taskel

 Executive Director

Subject: Consideration of a Resolution Approving Agreement with Giersch & Associates, Inc. Civil Engineers for Engineering and Design, Bidding and Construction Management Services Related to the Development of the East Yosemite Lot Project

Summary: The Oversight Board will consider a resolution approving an agreement with Giersch & Associates, Inc. for Engineering Design, Bidding and Construction Management Services related to the development of the East Yosemite Lot Project. The amount is not to exceed \$44,850.00

HISTORY/BACKGROUND

The Successor Agency's Long Range Property Management Plan as approved by the Department of Finance list various parcels to be sold for private development. Included in this list are five adjacent parcels located on East Yosemite Avenue. To proceed with the sale of the property staff requested a Planning department preliminary project review of the site to determine what improvements (utilities, storm drain, and street) are required at development. The Agency has received interest on this site but the improvements required to bring this property to a usable commercial state are prohibitive to potential buyers. The site has the potential to provide amenities, growth and incentive to the area if developed.



In order to make the site marketable staff requested statement of qualifications from local engineering firms. Of the three firms that have responded, Giersch and Associates has been chosen as the firm most qualified to address the design needs of this project. Staff has

requested and received from Giersch & Associates a proposal for design, bidding and construction management services for the deficiencies identified by City preliminary project review. The basic compensation specified in the consultant agreement is \$44,850 with an additional \$4,500 of contingencies allowed for extra services if determined by the Project Manager to be necessary.

RECOMMENDATION

Staff recommends the Oversight Board adopt the resolution approving the agreement with Giersch & Associates, Inc. in the amount \$44,850.00.

JET:bw

Attachments:
-Resolution
-Agreement
-Proposal

**AGREEMENT WITH GIERSCH & ASSOCIATES INC. FOR
PROFESSIONAL ENGINEERING DESIGN, BIDDING AND
CONSTRUCTION MANAGEMENT SERVICES FOR EAST YOSEMITE LOT
DEVELOPMENT PROJECT**

This Agreement made and entered into this 9th day of August, 2017, between the City of Madera, as Successor Agency to the Former Madera Redevelopment Agency, hereinafter called “**AGENCY**”, and Giersch & Associates Inc. in Madera, CA, hereinafter called “**CONSULTANT**”.

WITNESSETH

WHEREAS, AGENCY plans to develop several parcels of land on the East Yosemite corridor, City of Madera as listed in the Preliminary Project Review completed by the City of Madera, hereinafter called “Project”; and

WHEREAS, AGENCY needs the services of a professional engineering firm to provide professional engineering design, bidding and construction management services for the project; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional engineering services and is knowledgeable of the principals and practices of the industry associated with civil engineering requirements; and

WHEREAS, AGENCY desires to hire CONSULTANT for such professional engineering design and bidding services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

AGENCY hereby hires CONSULTANT to provide professional engineering design, bidding and construction management services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional engineering design services as set forth in EXHIBIT A, “Intersection of Yosemite Ave. (SH-145) and Elm St.” dated June 11, 2017, attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the AGENCY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with AGENCY staff at project progress meetings at intervals mutually agreed to between AGENCY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project.

4. AGENCY'S OBLIGATIONS

The AGENCY shall provide the consultant with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

5. COMPENSATION

The basic fee based on the estimated hours of work shown in EXHIBIT A attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Work is \$44,850.00.

AGENCY and Consultant agree on the rates shown in EXHIBIT A. It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT A.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall

accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

AGENCY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by AGENCY through the Project Manager in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the Project Manager's authority is limited to expenditures not to exceed the amount of four thousand five hundred dollars (\$4,500).

8. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as AGENCY may deem necessary, make available to the AGENCY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit AGENCY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

A. Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. **Coverage shall be at least as broad as Insurance Services**

Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- \$1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- \$1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid

B. Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

C. Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

D. Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

E. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its sub-consultants or subcontractors.

F. Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

G. Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not

intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

H. Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

I. Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

J. Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

K. Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the AGENCY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the

instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the AGENCY. In the event the AGENCY reuses such instruments of service, CONSULTANT shall be released and held harmless by the AGENCY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at AGENCY'S sole risk. AGENCY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work within 270 days, "Project Timeline":

B. CONSULTANT shall not be held responsible for delays caused by AGENCY review or by reasons beyond CONSULTANT'S control. Also CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to AGENCY, is sufficient cause to terminate this Agreement, at the option of AGENCY, in accordance with Section 13.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which

are authorized by the AGENCY representative to wind up the work performed to date of termination.

B. AGENCY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of AGENCY, there is:

1. An illegal use of funds by CONSULTANT;
2. A failure by CONSULTANT to comply with any material term of this

Agreement;

3. A substantially incorrect or incomplete report submitted by CONSULTANT to AGENCY.

In no event shall any payment by AGENCY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. AGENCY shall have the right to demand of CONSULTANT the repayment to AGENCY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

13. APPROVAL:

AGENCY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by AGENCY will only be binding upon AGENCY under the terms of this Agreement if in writing and signed on behalf of AGENCY by the AGENCY representative or designee.

14. INDEMNIFICATION:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Engineer's Services, to the fullest extent permitted by law, Engineer shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Engineer is responsible for such damages, liabilities and costs on a comparative basis of fault between

the Engineer and the Agency in the performance of professional services under this agreement. Engineer shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Engineer shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Engineer or by any individual or Agency for which Engineer is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Engineer.

15. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to AGENCY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by AGENCY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon AGENCY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with

respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of AGENCY. Furthermore, AGENCY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, AGENCY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and AGENCY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to AGENCY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to AGENCY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by AGENCY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

24. CONSULTANT 'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding

upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

**CITY OF MADERA AS SUCCESSOR
AGENCY TO THE FORMER
MADERA REDEVELOPMENT AGENCY**
428 East Yosemite Ave.
Madera, CA 93638

CONSULTANT
Giersch & Associates Inc.
421 North "I" Street
Madera, CA 93637

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and AGENCY respecting the Project and correctly sets the obligations of the CONSULTANT and AGENCY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * *



GIERSCH & ASSOCIATES, INC.

CIVIL ENGINEERS

421 NO. I STREET • MADERA, CALIFORNIA 93637-3099

(559) 673-5981 • (559) 233-4091

FAX (559) 675-3544

E-mail: office@gai-online.com

July 11, 2017

Bob Wilson, Redevelopment Manager
City of Madera Successor Agency
428 E. Yosemite Ave.
Madera, CA 93638

SUBJECT: Intersection of Yosemite Ave. (SH-145) and Elm St.
Proposal for Design, Bid Support and Construction Management Services

Dear Mr. Wilson:

Giersch and Associates, Inc. (G&A) is pleased to offer this proposal to provide design engineering, bidding and construction management services to the Madera Successor Agency for the preparation of plans and specifications for the Agency's parcel located on the west corner of the intersection of Yosemite Ave. (SH-145) and Elm St.

We understand that the Agency wishes to install off-site improvements (i.e., curb, gutter and sidewalk) and to underground the overhead utility lines for this parcel in an effort to make it marketable. The Agency also desires that access to this parcel be provided to by means of a driveway at the Yosemite Ave./Elm St. intersection. A traffic signal is currently under design at this intersection, and the Agency wishes to coordinate with Caltrans such that the future driveway can be constructed in such a manner so that there is minimal impact to any traffic signal poles and other improvements at the time the driveway is constructed.

We propose to offer the following services:

- Provide topographic surveying services sufficient for design purposes
- Provide civil engineering design. Because construction of the traffic signal is expected to begin soon, the geometric design of the driveway needs to be established in a prompt manner so that a change order to the design of the traffic signal can be coordinated with Caltrans.
- Verify the drainage criteria used in the storm drain master plan as it relates to conveyance from this site to the Elm Street basin.
- Coordinate with utility companies and agencies for potential impacts to water, electricity, gas, telephone, and cable TV facilities. An application to PG&E to underground the overhead utilities will be prepared, together with any relevant supporting plans/documents.
- Prepare construction documents including Plans, Specifications, and Engineer's Estimate. Because the parcel fronts along State Highway 145, it will be necessary to apply for and secure an Encroachment Permit prior to construction of the improvements. Part of the Encroachment Permit process will entail getting final approval for access to the parcel at the intersection.

- Answer bidder's questions, prepare addenda if necessary and attend pre-construction meeting.
- Review contractor's submittals, visit construction site periodically, coordinate progress payments to contractor and transfer contractor's as-built drawing notes into the electronic file.

SCOPE OF SERVICES, FEES AND COMPENSATION

G&A proposes to provide these services in accordance with the rate schedule of unit prices on Attachment A. The total design service cost shall not exceed the estimated amount of \$44,850.00. Below is listed our breakdown of the work. Note that line item fees are for illustrative purposes. Proposal is based on the total of all phases.

<u>Item</u>	<u>Description</u>	<u>Fee</u>
1.	Topographic and Design Surveys	\$ 9,500
2.	Preliminary Design/Preparation of Plans related to Change Order	9,300
3.	Application to and coordination with PG&E for Undergrounding O/H utilities	
	Application to and coordination with Caltrans for Encroachment Permit	
	Final Design	15,050
4.	Bid Support and Pre-Construction Meeting	1,000
5.	Construction Phase Services	<u>10,000</u>

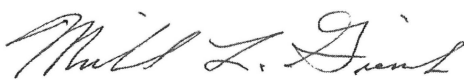
TOTAL ENGINEERING SERVICES **\$ 44,850**

Surveying and drafting services will be provided by our sub-consultant, Bedrock Engineering.

Please be advised that we have incorporated a safety factor into our costs as a result of the coordination with Caltrans that will be necessitated. Based on the early discussions that we've had, we understand that Caltrans has expressed a reluctance for the driveway on the fourth leg of the signalized intersection at Yosemite Ave./Elm St. Yet it does appear that there is really no other viable alternative to provide access to this parcel, so we do anticipate that there will likely be extensive dialogue with Caltrans during the course of this project.

We appreciate the opportunity to offer this proposal for professional engineering services. If you have any questions or need additional information, please call Kenneth Hutchings at our office at telephone (559) 673-5981 extension 20, or by e-mail at kenneth.hutchings@gai-online.com.

Sincerely,


 Michael L. Giersch, P.E.
 Giersch & Associates, Inc.

RESOLUTION NO. OB

RESOLUTION OF THE OVERSIGHT BOARD OF THE CITY OF MADERA AS SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY MADERA, CALIFORNIA APPROVING THE SUCCESSOR AGENCY'S APPROVAL OF AN AGREEMENT WITH GIERSCH & ASSOCIATES, INC. FOR DESIGN, BIDDING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE EAST YOSEMITE LOT PROJECT IN MADERA, CALIFORNIA AND AUTHORIZING SUBMITTAL OF THE AGREEMENT ON BEHALF OF THE AGENCY TO THE DEPARTMENT OF FINANCE

WHEREAS, the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency has been appointed pursuant to the provision of Health and Safety Code Section 34179; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency is in need of design and engineering services related to the East Yosemite Lot Project, hereinafter referred to as the "Project"; and

WHEREAS, Giersch & Associates, Inc. is a firm that is qualified to provide professional engineering services; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency desires to contract with Giersch & Associates, Inc. for such services; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency has prepared an Agreement with Giersch & Associates, Inc. for the design, bidding and construction management services for the East Yosemite Lot Project (the "Agreement") and such Agreement is on file in the office of the Executive Director of the Successor Agency of the Former Madera Redevelopment Agency and referred to for more particulars; and

WHEREAS, on August 9, 2017 the Successor Agency to the former Madera Redevelopment Agency approved the Agreement for Design, Bidding and Construction Management Services with Giersch & Associates, Inc. for the East Yosemite Lot Project, and

WHEREAS, the Successor Agency will utilize pre-2011 bond funds for this project, and;

WHEREAS, funds are available for this project and approved in the ROPS 17-18 on line item 82 and 163.

NOW, THEREFORE, the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency hereby finds, orders, and resolves:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the proposed agreement as presented by the Successor Agency to the former Madera Redevelopment Agency.
3. The agreement for Design, Bidding and Construction Management Services with Giersch & Associates, Inc. for the East Yosemite Lot Project as described above is approved.
4. The Oversight Board authorizes and directs the Executive Director of the Successor Agency to the former Madera Redevelopment Agency to submit the agreement to the Department of Finance for approval.
5. This resolution is effective immediately upon adoption.

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