

**RESOLUTION NO. 2709**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE EXECUTION OF A SERVICES AGREEMENT  
WITH MATTHEW SUNDT OF GOLDEN STATE  
PLANNING AND ENVIRONMENTAL  
CONSULTING**

**WHEREAS**, the City of Soledad is in need of outside assistance in the processing of planning applications and special projects to benefit the City; and

**WHEREAS**, the City is currently experiencing a multitude of planning projects that require additional assistance from an outside consultant; and

**WHEREAS**, Matthew Sundt has worked for the City of Soledad on previous planning projects.

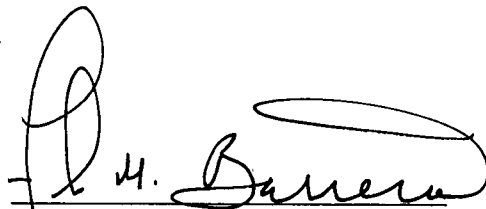
**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Soledad hereby authorizes and directs the City Manager/City Clerk, for and in behalf of the City, to execute an agreement, hereunto attached marked "Exhibit A" and by reference made a part hereof, between the City of Soledad and Golden Planning and Environmental Consulting.

**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 21st day of October, 1998, by the following vote:

**AYES**, and in favor thereof, Councilmembers: Ben Jimenez, Jr., Richard Ortiz, Mayor Pro Tem Gary Gerbrandt, Mayor Fabian Barrera

**NOES**, Councilmembers: None

**ABSENT**, Councilmembers: Fred Ledesma

  
FABIAN M. BARRERA, Mayor

ATTEST:

  
BELINDA ESPINOSA, City Clerk

STANDARD  
CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT is made at Soledad, California, as of October 21, 1998, by and between the CITY OF SOLEDAD, a municipal corporation ("City"), and GOLDEN STATE PLANNING & ENVIRONMENTAL CONSULTING ("Contractor"), who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A.

2. PAYMENT. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Contractor uses for billing clients similar to City.

3. FACILITIES AND EQUIPMENT. Except as set forth in Exhibit C, contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. City shall furnish to Contractor only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit D are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or conditions shall control insofar as it is inconsistent with the general provisions.

5. CONTRACT ADMINISTRATION. This Agreement shall be administered by Belinda Espinosa, City Manager ("Administrator"). All correspondence shall be directed to or through the Administrator or his or her designee.

6. NOTICES. Any written notice to contractor shall be sent to:

Mr. Matthew Sundt  
Golden State Planning & Environmental Consulting  
988 Fountain Ave.  
Monterey, CA 93940

Any written notice to City shall be sent to:

Belinda Espinosa, City Manager  
City of Soledad  
Post Office Box 156  
Soledad, California 93960

Exhibit "A"

Executed as of the day first above stated:

CITY OF SOLEDAD, a municipal corporation

By Belinda B. Espinosa  
"City"

Attest: Bue  
City Clerk

By Matthew Sumatt  
"Contractor"

Approved as to form:

[Signature]  
Michael Rodriguez, City Attorney

Approved as to budget authority:

[Signature]  
Hector De La Rosa, Jr., Finance Officer

## SCOPE OF SERVICES

### GOLDEN STATE PLANNING & ENVIRONMENTAL CONSULTING

#### 1. SERVICES

Golden State Planning & Environmental Consulting will provide planning and environmental services related to the following projects:

- Annexation of property to the City of Soledad
- Processing of land development projects such as, Conditional Use Permits, Variances, Site Plan Review, Subdivision, Rezonings, and General Plan Amendments
- Environmental review of projects pursuant to CEQA and NEPA as appropriate
- Other planning and environmental services as assigned by the City

The City will determine on a case by case basis the extent of services necessary for each project.

Golden State Planning & Environmental Consulting will submit a separate written scope of work schedule and budget for each assigned project. Said scope and fee shall be approved by the City prior to Golden State Planning & Environmental Consulting proceeding on any work.

#### 2. TIME LINE

The time line for Golden State Planning & Environmental Consulting will vary depending on the specifics of the project. However, Golden State Planning & Environmental Consulting shall proceed on each project in as expeditious manner as possible. The City of Soledad will provide to the extent possible timely responses to requests for information, review of submittals and public actions.

#### 3. PROJECT PERSONNEL

Throughout the course of this Agreement, the principal staff providing said services to the City shall be Matthew Sundt of Golden State Planning & Environmental Consulting. Should additional staff or other consultants be necessary to complete an assigned task, Golden State Planning & Environmental Consulting will inform and consult with the City in advance using said additional personnel.

#### 4. SERVICES NONEXCLUSIVE

City and Golden State Planning & Environmental Consulting recognize and agree that Golden State Planning & Environmental Consulting shall not be the exclusive provider to City of the services set forth in the aforesaid paragraphs. City retains the right to procure such services from any provider without notice to or consent from Golden State Planning & Environmental Consulting.

## EXHIBIT B

## PAYMENT SCHEDULE

City shall pay Contractor an amount commensurate to work requested by the City (Task Order) and agreed to by the Consultant. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information.

1. Serial identifications of progress bills, i.e., Progress Bill No. 1.
2. The beginning and ending dates of the billing period.
3. A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available and the percentage of completion.
4. For each work item in each task, an invoice shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.

City shall pay said invoices for services satisfactorily performed and for authorized reimbursable costs incurred within thirty (30) days from the date of receipt. City recognizes that the referenced thirty (30) day time frame is the maximum time period for payment, and agrees that where possible, payment of invoices received will be made in less than thirty (30) days.

The total sum stated above shall be the total which City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement.

City shall make no payment for any extra, further or additional service pursuant to this Agreement unless such extra service and the price therefor is agreed to in writing executed by the City Manager or other designated official of City authorized to obligate City thereto prior to the time such extra service is rendered.

Fees for work performed by Contractor on an hourly basis shall not exceed Fifty Dollars (\$50) per hour.

An estimate of all the reimbursable expenditures shall be submitted to City for approval prior to the commencement of any task pursuant to this Agreement.

The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Contractor for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Contractor shall maintain adequate logs and time sheets in order to verify costs incurred to date.

The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a fully executed Purchase Order from the Finance Department of the City of Soledad.

## EXHIBIT C

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing said physical facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility which may involve incurring any direct expense, including, but not limiting the generality of this exclusion, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

## EXHIBIT D

GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which contractor accomplishes services rendered pursuant to this Agreement.

2. LICENSES; PERMITS; ETC. Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession. In addition to the foregoing, Contractor shall obtain and maintain during the term hereof a valid City of Soledad Business License.

3. TIME. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of contractor's obligations pursuant to this Agreement.

4. INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract "occurrence coverage" 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 the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office form number GL002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form Number CA0001 (Ed. 1/78) covering Automobile Liability, Code 1 "any auto" and endorsement CA 0025.
3. Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

b) Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$300,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
  3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- d. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverages.
    - a. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
    - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
    - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  2. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
  - f. Verification of Coverage. Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
  - g. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsement for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
  - h. The Risk Manager of City may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and forms of such insurance are either not commercially available or that the City's interests are otherwise fully protected.
5. CONTRACTOR NO AGENT. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
6. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
7. PERSONNEL. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

8. STANDARD OF PERFORMANCE. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All instruments of service of whatsoever nature which Contractor delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Contractor's profession.

9. HOLD HARMLESS AND RESPONSIBILITY OF CONTRACTORS. Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to him, to any subcontractor, to the City, to City officers and employees, or to parties designated by the City, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Contractor or of a subcontractor. Contractor shall indemnify, defend and hold harmless the City, its officers, officials, directors, employees and agents from and against any or all losses, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt the City, its employees and officers from its own fraud, willful injury or violation of law whether willful or negligent. For purposes of Section 1782 of the Civil Code the parties hereto recognize and agree that this Agreement is not a construction contract. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph.

10. GOVERNMENTAL REGULATIONS. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

11. DOCUMENTS All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Contractor pursuant to this Agreement shall become the property of City.

12. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all laws applicable to the performance of the work hereunder, including, but not limited to, laws prohibiting discrimination based on race, religious creed, color, national origin, ancestry, physical handicap, medical condition, martial status or sex.

13. USE OF RECYCLED PRODUCTS. Contractors shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

14. PROFESSIONAL SEAL. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility".