

RESOLUTION NO. 1863

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
ENGINEERING SERVICES WITH HANNA AND
BRUNETTI


BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and the City Clerk be, and they are hereby, authorized and directed for and in behalf of the City of Soledad to execute and deliver an Agreement for Engineering Services with Hanna and Brunetti of Gilroy, California, in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 12th day of July, 1988, by the following vote:

AYES, and in favor thereof, Councilmembers: Campos,
Untalon, Mayor Pro Tem Slagle, Mayor Ortiz

NOES, Councilmembers: None

ABSENT, Councilmember: Ledesma


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

estimating for future public improvements.

7. Compile and maintain records on existing improvements.
8. Perform construction inspection job management and schedule, and general project administration.
9. Provide construction staking and testing.
10. Provide assessment district engineering services.
11. Provide general municipal consultation regarding compliance with the State Subdivision Map Act, State and Federal environmental review requirements, project funding and coordination with other public and utility agencies.

Specific work to be performed shall be set forth in separate Task Orders which shall be designated "Daily Services" or "Special Project" as set forth in Article B. A form of Task Order is attached hereto, marked "Exhibit A," and incorporated herein by reference.

B. DIVISION OF ENGINEER'S WORK

ENGINEER and CITY agree that the day-to-day engineering services required by CITY (hereinafter called "Regular Services") will be rendered exclusively by the firm of Hanna and Brunetti. However, when a particular project is one which, in the sole judgment of CITY, requires special expertise in the kind of work involved (hereinafter called a "Special Project"), CITY reserves the right to employ another engineering firm for that work if it feels that to do so would best serve the CITY's interests.

C. PERSONNEL

ENGINEER hereby designates, and CITY accepts ARNOLD R. BRUNETTI, as the principal who will perform services hereunder and who will serve on a continuing basis as City Engineer of CITY. He will be responsible for supervising all of the professional and technical staff services to be provided to CITY, for coordinating and assigning the various tasks to specific individuals, and for the completion of all work assignments in a timely manner. The assignment of the aforementioned responsibilities to another individual by ENGINEER will only be made with the prior approval of CITY.

D. COMPENSATION FOR SERVICES

In consideration of the performance of services provided by this agreement, CITY shall pay ENGINEER an amount computed in accordance with the Schedule of Charges attached hereto marked "Exhibit B," and incorporated herein by reference.

ENGINEER shall submit monthly statements of the services performed. For Daily Services work, the statement will be based upon daily individual and personnel classification time records. For Special Project work, the statements will be based upon a prorated amount of work completed to date. Payment shall be made within thirty (30) days after receipt of a statement.

E. TITLE TO DOCUMENTS

All maps, plans, detailed drawings, calculations, memorandums, reports and other documents prepared by ENGINEER in the performance of services pursuant to this agreement shall immediately become the property of CITY. Upon termination of the contract and following payment by CITY to ENGINEER, these documents will be transmitted to CITY within fifteen (15) calendar days following receipt of payment. ENGINEER may retain and use copies thereof.

F. TERM OF AGREEMENT

1. The term of this agreement will be from the date of its execution through June 30, 1991.

2. No modifications of the term of this agreement shall be valid unless made in writing and signed by the parties hereto.

3. This agreement may be terminated at any time upon mutual consent of the parties.

G. SCHEDULE OF SERVICES AND WORK COORDINATION

CITY understands and agrees that ENGINEER has entered into an identical agreement with two other cities in South Monterey County, California, and ENGINEER will be rendering services on behalf of all cities. Accordingly, the scheduling of services will be reviewed and coordinated at a quarterly meeting with CITY's Engineer, Mr. BRUNETTI, and the managers of the other cities. ENGINEER shall not charge CITY for time spent at these quarterly meetings.

H. NOTICES

Notices shall be addressed and sent to:

<u>CITY</u>	<u>ENGINEER</u>
CITY OF SOLEDAD P. O. Box 156 Soledad, California 93960 ATTN: Jorge J. Rifa	HANNA AND BRUNETTI 7651 Egleberry Street Gilroy, California 95020 ATTN: Arnold R. Brunetti, Principal

I. ENGINEER AS INDEPENDENT CONTRACTOR

It is hereby understood that ENGINEER is not an agent or employee of CITY, but is an independent contractor with full rights to manage its employees subject to all legal requirements. All persons employed by ENGINEER in connection with this agreement will be employees of ENGINEER and not employees of CITY in any respect.

J. INDEMNIFICATION AND INSURANCE

1. ENGINEER shall indemnify and hold harmless CITY, its elective and appointive boards, commission, officers, agents and employees from liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from negligent acts, errors, or omissions with respect to the work performed by ENGINEER, its contractors, subcontractors, agents, or employees, pursuant to this agreement. Said indemnification shall apply to all such damages and claims for damages, regardless of whether or not CITY has accepted, approved, or used any engineering work or work product supplied by ENGINEER pursuant to this agreement. The limit of liability under this sub-part (1) shall be One Million Dollars (\$1,000,000.00), unless a higher limit is agreed upon by the parties in writing for a particular special project; provided, that the liability of ENGINEER under this sub-part for design errors or omissions shall be limited to Two Hundred Fifty Thousand Dollars (\$250,000.00).

2. ENGINEER shall maintain in effect worker's compensation, comprehensive general liability (personal injury and property damage), and comprehensive automobile liability (personal injury and property damage) insurance with respect to employees and vehicles assigned to the prosecution of work under this agreement. The comprehensive general and automobile liability insurance shall be in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Five Hundred Thousand Dollars (\$500,000.00) per person, and One Hundred Thousand

Dollars (\$100,000.00) property damage.

3. The Engineer providing services hereunder shall maintain in his own name during the term of this agreement a policy of insurance, insuring both ENGINEER and CITY, its elective and appointive boards, commissions, officers, agents and employees, from liability for damages or claims made by reason of any negligent act, error, or omission arising out of services performed by ENGINEER, its contractors, subcontractors, agents or employees pursuant to this agreement. The limit of liability for the insurance under this sub-part (3) shall be Two Hundred Fifty Thousand Dollars (\$250,000.00).

4. ENGINEER shall furnish CITY with a certificate or certificates of insurance evidencing the coverages provided for in this Article J which shall state that the policy or policies to which it refers will not be cancelled or modified without at least ten (10) days' prior notice to CITY. Each such certificate shall show CITY as an additional insured.

K. COST ESTIMATES

Any cost estimates provided by ENGINEER will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures ENGINEER cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

L. PROFESSIONAL STANDARDS

ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work, for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications and other work and materials furnished under this agreement. ENGINEER makes no other warranty, express or implied.

M. ASSIGNMENT

Neither this agreement, nor any interest of ENGINEER herein, may be assigned to any other party without the prior written consent of CITY.

N. INTERPRETATION OF AGREEMENT

This agreement shall be interpreted under the laws of the State of California.

O. BINDING EFFECT

This agreement shall be binding upon, and shall inure to the benefit of, the heirs, legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

CITY OF SOLEDAD, a
municipal corporation

By Richard Ortiz
Mayor

HANNA AND BRUNETTI

By Anna Brunetti
Principal

ATTEST:

[Signature]
City Clerk

(FORM)

TASK ORDER NO. 1
CITY OF SOLEDAD, CALIFORNIA, AND HANNA
AND BRUNETTI AUTHORIZATION OF SERVICES

1. Purpose:

The purpose of this Task Order is to authorize and direct ENGINEER to proceed with the work specified in Item 2 of this Task Order, in accordance with the provisions of Articles A and B of that Agreement between the parties hereto dated June _____, 1988.

2. Scope of Work:

The work is designated "Daily Services" and is the sole responsibility and sole liability of Hanna and Brunetti. The work authorized by this Task Order includes inspections, field surveys, plan reviews and consultations which are requested of the City Engineer by CITY.

3. Time of Performance:

The work authorized by this Task Order shall continue until the terms of the Agreement, as identified in Article F, expire.

4. Compensation and Payment:

Compensation shall be on an hourly charge rate basis as provided in Article D of the Agreement. Expenses are at cost plus fifteen percent (15%). Payment shall be in accordance with Article D of the aforementioned Agreement.

5. Effective Date:

This Task Order shall become effective immediately upon its execution by both parties.

6. Incorporation:

All items and conditions contained in the Engineering Services Agreement dated June _____, 1988, between the CITY OF SOLEDAD and HANNA AND BRUNETTI are incorporated

herein by reference.

Executed this ____ day of June, 1988.

CITY OF SOLEDAD, a
municipal corporation,

By Richard C. [Signature]
Mayor

HANNA AND BRUNETTI,

By [Signature]
Principal

ATTEST:

[Signature]
City Clerk

SCHEDULE OF CHARGES

The will provide professional design and construction management services to the CITY OF SOLEDAD on the following basis:

DAILY SERVICES

At the direction of the "City Engineer", the firm HANNA AND BRUNETTI will respond to routine civil engineering tasks (inspections, plan review, consultations) on an hourly charge rate basis.

<u>Personnel Classification</u>		<u>Hourly Rate</u>
Engineer	5 - E5 - City Engineer	\$ 71.40
Engineer	4 - E4 - Senior Design Engineer	65.10
Engineer	3 - E3 - Office/Design Engineer	52.50
Engineer	2 - E2 - Assistant Engineer	42.00
Engineer	1 - E1 - Junior Engineer	36.75
Technician	3 - T3 - Inspector	47.25
Technician	2 - T2 - Draftsperson/Technician	37.80
Technician	1 - T1 - Clerical/Technical Typing	26.25
Survey Crew	SC2 - Two Man Field Party and equipment	115.50
Survey Crew	SC3 - Three Man Field Party and equipment	141.75

Personnel of one of the above classifications may perform work of a lower paid classification. In such cases, the rate charged to the City will not exceed the schedule rate set forth for the lower paid classification. Current records will be maintained of all personnel time employed on the particular task. Travel time will be charged one-way for Survey Crew work. Survey Crew rates include mileage, survey supplies, and equipment. The City will not pay travel time or mileage for other HANNA AND BRUNETTI EMPLOYEES.

The above hourly rates for HANNA AND BRUNETTI include overhead and profit, but not expenses directly related to the execution of specific work tasks. Expenses will be charged at cost plus 15 percent, and may include reproduction and blueprinting;

Exhibit B

special fees, permits or insurance; telegrams, telephone and shipping; equipment rentals and outside services; and computer processing and data storage.

Personnel charges are for technical work. For example, charges are made for technical typing, as in the preparation of Engineer's Reports and Specifications, and for the time and cost of printing, as in the production of reports and specifications. Direct charges are not made for secretarial services, office management, accounting, and maintenance since these items are included in our overhead.

The foregoing hourly charge rates will be in effect through June 30, 1989. Negotiations to modify the rate structure will begin 90 days prior to June 30, 1989. The basis for changing the hourly charge rates is to reflect merit and cost-of-living increases.

SPECIAL PROJECTS

Projects requiring the services of several professional engineering disciplines (water reservoirs, treatment plants, railroad grade separation projects, sewer and water system improvements) will be negotiated with the City using the American Society of Civil Engineers Manual N. 45 as a guide for engineering fees. Lump sum fees will be developed for those projects for which the scope of work can be defined.