

RESOLUTION NO 2072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
THE FIRM OF KENNEDY, JENKS, CHILTON, FOR
ENGINEERING SERVICES

BE IT RESOLVED by the City Council of the City of
Soledad that the City Manager be, and is hereby, authorized and
directed to execute with KENNEDY, JENKS, CHILTON, CONSULTING
ENGINEERS an Agreement 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 held on the 27th day of February,
1991, by the following vote:

- AYES, and in favor thereof, Councilmembers: Fabian Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem John Holguin, Mayor Joe Ledesma
- NOES, Councilmembers: None
- ABSENT, Councilmembers. None

Joe O. Ledesma
MAYOR OF THE CITY OF SOLEDAD

ATTEST:

[Signature]
CITY CLERK OF THE CITY OF SOLEDAD

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of February, 1991, by and between the City of Soledad, Monterey County, California, hereinafter referred to as the "CLIENT", and Kennedy/Jenks/Chilton, Inc., a California corporation providing professional engineering services with its principal office at 303 Second Street (10th Floor), San Francisco, California 94107, hereinafter referred to as "ENGINEER":

WITNESSETH:

WHEREAS, City of Soledad desires to accomplish the engineering design and services needed for construction by public bid of two new percolation ponds and one pipeline to serve these ponds.

WHEREAS, public convenience and necessity require the services of a consulting engineer to design and assist in implementing the construction of said facilities to meet present and projected requirements of the CLIENT and requirements of state and federal agencies; and

WHEREAS, the CLIENT having found Kennedy/Jenks/Chilton, Inc., is qualified and experienced in designing and providing construction support services for such facilities; and

WHEREAS, the CLIENT is desirous of engaging the services of said ENGINEER to perform said services:

NOW, THEREFORE, said CLIENT and said ENGINEER, for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE I - EMPLOYMENT

CLIENT agrees to employ and does hereby employ Kennedy/Jenks/Chilton, Inc., to perform the services hereinafter more particularly described, the term of such employment to commence on the date of the execution of this Agreement and to continue until the completion of the work provided for herein.

ENGINEER hereby agrees to accept said employment and to perform professional services as set forth herein and to furnish or procure the use of incidental services, equipment, and facilities necessary for the completion of said engineering services.

ARTICLE II - SCOPE OF SERVICES

Under the terms of this Agreement, the ENGINEER will prepare a Preliminary Design Report describing the proposed facilities, prepare final construction Drawings and Specifications adequate for the solicitation and receipt of construction bids for the

facilities, including site grading and providing limited Construction Support Services. The work will be performed in three phases: the initial phase will be the conceptual and pre-design study and report; the second phase will be the final design and preparation of construction plans and specifications and bid document for receipt of construction bids; and the third phase will be the limited engineering services during construction with both on-site and off-site activities.

The following Scope of Work describes services to be provided by ENGINEER:

Task 1.0 Project Management

ENGINEER will provide bi-weekly progress reports to the CLIENT. We will attend two council meetings when requested by the City Manager. Additional meetings could be negotiated as additional items of work.

Task 2.0 Preliminary Design Report

ENGINEER will prepare a preliminary design report which shall include the following:

1. Flow schematic
2. Site plan
3. Operations plan
4. Outline specifications
5. Staging plan
6. Construction cost estimate
7. Hydraulic Profile

Task 3.0 Final Design

Based on the review by the CLIENT, ENGINEER will prepare final construction documents; plans, specifications, and construction cost estimate.

Task 4.0 Consultant Coordination

ENGINEER shall coordinate and develop scopes of work for surveying and aerial photography.

Task 5.0 Regulatory Agency Coordination

ENGINEER shall inform and coordinate the design effort with the Regional Water Quality Control Board and the Monterey County Public Health Department.

Task 6.0 Bidding Assistance

ENGINEER shall answer contractor's questions and shall prepare

any addenda, if necessary. ENGINEER shall review the bids and make recommendations to the City. ENGINEER will not attend the bid opening.

Task 7.0 Construction Assistance

ENGINEER will provide "as needed" assistance to the City Engineer. The budget for this project is based on ten (10) hours of assistance and one site visit.

Task 8.0 Miscellaneous Services

ENGINEER shall provide additional consulting services on an "as directed" basis upon direction of the City Manager.

ARTICLE III - COMPENSATION

Payment for the engineering services hereinabove set forth shall be made by the CLIENT to the ENGINEER and shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

A. Payment for work done in all phases described in Article II Scope of Services shall be as described in subparagraphs B, C, and D, below.

B. Compensation to the ENGINEER shall be on a time and expense reimbursement basis in accordance with ENGINEER'S Schedule of Charges dated 1, January, 1991, attached. The Schedule of Charges will be updated near the beginning of each year. The amount of any excise or gross receipts tax that may be imposed shall be added to the compensation as determined above.

C. Payments are due upon receipt of invoices. If payment is not made within sixty (60) days of invoice date, interest shall accrue and be paid in addition to invoice amount. Interest shall accrue on said charges at the rate of one percent (1%) per month from the 60th day to the date of payment. Interest shall be payable at the same time that said charges are paid.

D. The budget for the work is established at TWENTY FIVE THOUSAND DOLLARS (\$25,000). This budget shall not be exceeded without authorization. The budget may be increased by amendment hereto if necessary to complete the scope of work. If appropriate, the ENGINEER will advise the CLIENT of the anticipated expenditure of the budgeted amount at least thirty (30) days prior to such time and request additional budget authorization. The ENGINEER is not obligated to continue providing services hereunder upon expenditure of authorized funding if additional budget needed to complete the scope of work is not authorized.

ARTICLE IV - OWNERSHIP OF 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.

Any uncompleted work of the ENGINEER delivered to the CLIENT due to cancellation of all or portions of the work or contract termination, which are utilized by the CLIENT in any way, shall have the ENGINEER's name removed, and the CLIENT agrees to defend, indemnify, and hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising from any use of uncompleted work.

ARTICLE V - SCHEDULE

A schedule for carrying out this assignment will be as proposed in a prepared work schedule, to be mutually agreed upon by CLIENT and ENGINEER. CLIENT will be kept informed as to the progress of work by informal reports. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

Drafts of the Pre-Design Report and associated planning documents will be completed and delivered to the CLIENT within four weeks following authorization to proceed. The Pre-Design Report will be completed within six weeks of authorization to proceed, subject to timely reviews by the CLIENT and other reviewing agencies and provided that no unexpected major revisions are required after such reviews.

The schedules for Second and Third Phase work shall be mutually agreed upon prior to the initiation of work on the Second Phase and respective phases, and the agreed upon schedules shall be set forth in the authorizations to proceed.

ARTICLE VI - ASSIGNMENT OF CONTRACT

The ENGINEER shall not assign this Contract or any portion of the work without prior written approval of the CLIENT.

ARTICLE VII - INDEMNIFICATION

The ENGINEER agrees to indemnify the CLIENT, its officers, employees, and agents against, and will hold and save them harmless from, any and all claims, damages, losses, or liabilities arising

out of the negligent acts, errors, or omissions of the ENGINEER in the performance of this Agreement, but only for that portion of such claims, costs, suits or damages which reflect the percentage of negligence of the ENGINEER compared to the total negligence of all persons, firms or corporations which results in said damage to the CLIENT.

ARTICLE VIII - INSURANCE

A. The ENGINEER shall maintain worker's compensation insurance to statutory limits, in compliance with state and federal statutes.

B. The ENGINEER shall maintain comprehensive general liability and automobile liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of ENGINEER pursuant to this Agreement or from the use of automobiles and equipment of the ENGINEER. The amount of this insurance shall not be less than \$1 million combined single limit.

C. The ENGINEER shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of ENGINEER pursuant to this Agreement, in the amount of not less than \$1 million combined single limit.

D. The ENGINEER may be required to provide CLIENT with certificates of insurance evidencing the aforereferenced coverages. Approval of said insurance by CLIENT shall not relieve or decrease the liability of the ENGINEER.

E. CLIENT agrees that ENGINEER shall be included in addition to CLIENT as an indemnified party and as a named insured on Construction Contractor insurance policies.

ARTICLE IX - LITIGATION

This Agreement does not require the ENGINEER to prepare for or appear in litigation on behalf of the CLIENT, or as agent of the CLIENT, other than hereinbefore specified, except in consideration of additional reasonable compensation.

ARTICLE X - TERMINATION OF WORK

The CLIENT, by notifying ENGINEER in writing, may terminate any or all of the work covered by this Agreement. In the event of such termination, the ENGINEER shall have the right to expend additional time to assemble work in progress for the purpose of proper filing and closing the job. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred, together with

associated expenses reasonably incurred by ENGINEER and charges for any other commitments outstanding at the time of termination (such as for termination of subconsultants, rental agreements, orders for printing, etc), shall be payable by CLIENT within thirty (30) days following submission of a final statement by ENGINEER. However, in the event that termination of said Agreement with ENGINEER occurs at the completion of a specific phase of the design, the aforesaid provision for the proper filing and closing may not apply.

ARTICLE XI - PROFESSIONAL SERVICES

The ENGINEER is employed herein to render a professional service only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services for the project. The ENGINEER makes no warranty, either express or implied, as to its finding, recommendations, specifications or professional advice other than that they were promulgated after following a practice usual to the Engineering Profession. It is understood that any inspection provided by the ENGINEER is for the purposes of determining compliance with the technical provisions of the project Specifications and is in no way an assumption on the part of the CLIENT or the ENGINEER for responsibility for methods or appliances used by the Contractor with laws and regulations. Acceptance of Contractor's designs of sheeting and shoring by the ENGINEER on behalf of CLIENT will not include review or approval of designs.

The ENGINEER shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be only for conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The ENGINEER's review shall be conducted with the reasonable promptness consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The ENGINEER shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the ENGINEER be required to review partial submissions or those for which submissions for correlated items have not been received.

ARTICLE XII - CLAIMS AND DAMAGES

The CLIENT recognizes the inherent risks connected with construction. For its part, the ENGINEER will perform in accordance with generally accepted standard of the profession.

ARTICLE XIII - RIGHTS OF ENGINEER AND EMPLOYEES

No personnel employed by ENGINEER shall acquire any rights or status in the CLIENT services and ENGINEER shall be responsible in full for payment of its employees, including insurance, deductions, and all the like.

ARTICLE XIV - SERVICES BY CLIENT

It is agreed that the CLIENT shall provide legal services required for the prosecution of the work, including review of contract documents, public advertising, and contract letting. The CLIENT will obtain all required design reviews, permits, lands, right-of-way, access rights, and utility services and pay associated fees.

It is understood and agreed that the CLIENT shall, to the extent reasonable and practicable, assist and cooperate with the ENGINEER in the performance of the ENGINEER's services hereunder. Such assistance and cooperation shall include, but not necessarily be limited to, providing right of access to work sites; providing material available from the CLIENT's files such as maps, As-Built drawings, records, and operation and maintenance information; serving all notices, holding all hearings, and fulfilling legal and financial requirements in connection therewith; including payment of required fees, acquisition of such property interests as are necessary for the accomplishment of the project, and rendering assistance in determining the location of existing facilities and improvements which may be affected by the project.

IN WITNESS WHEREOF, CLIENT has caused this Agreement to be executed by Mayor Joe Ledesma duly authorized to act, and ENGINEER has caused this Agreement to be executed, all as of the day and year first above written.

ATTEST:

Betty Bucar
City Clerk,
City of Soledad

CITY OF SOLEDAD
"CLIENT"

By: Joe Ledesma
Joe Ledesma, Mayor
City of Soledad

KENNEDY/JENKS/CHILTON, INC.,
"ENGINEERS"

By: Edward L. Marlow
Edward L. Marlow

Title. Vice President

Client/Address: City of Soledad
P.O. Box 156
Soledad, CA 93960

Kennedy/Jenks/Chilton

Contract/Proposal Date 30 January 1991

Schedule of Charges

January 1, 1991

Personnel Compensation

| Classification | Hourly Rate |
|--------------------------------|-------------|
| Drafter | \$ 48 |
| Designer | 60 |
| Engineer-Scientist, Grade 3 | 60 |
| Engineer-Scientist, Grade 2 | 78 |
| Engineer-Scientist, Grade 1 | 90 |
| Senior Engineer-Scientist | 103 |
| Supervising Engineer-Scientist | 110 |
| Principal | 120 |
| Laboratory Analyst | 50 |
| Word Processor | 39 |
| Non-Technical* | 35 |

*Non-technical time will be charged only for preparation of technical reports and similar material and does not apply to routine administrative-type activities.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence
- d. Telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing computation, and proprietary programs purchased for the work.

Reimbursement for owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of 35¢ per mile. The rate for trucks and four-wheel drive vehicles will be \$25 per day and 40¢ per mile.

Reimbursement for use of microcomputers will be at the rate of \$10 per hour. Reimbursement for use of computerized drafting systems (CADD) will be at the rate of \$20 per hour for microcomputer based systems and \$40 per hour for minicomputer based systems.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate one and one-half times the Hourly Rates specified above

In-house laboratory analysis, sampling vehicle, and equipment charges will be per current rate schedule or special quotation.

Excise taxes, if any, will be added as a direct expense.

Additional processing charges will be added for other than standard invoice backup documentation.

The foregoing Schedule of Charges is incorporated into the agreement for the services of the company