

RESOLUTION NO. 2098

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 24th day of July, 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, Councilmember: None



 MAYOR OF THE CITY OF SOLEDAD

ATTEST:



 CITY CLERK OF THE CITY OF SOLEDAD

CITY ENGINEERING
SERVICES AGREEMENT

This Agreement made this 24th day of July, 1991, by and between the CITY OF SOLEDAD, a municipal corporation, and the SOLEDAD REDEVELOPMENT AGENCY, both hereinafter referred to as "CITY", and HANNA & BRUNETTI, 7651 Egleberry Street, Gilroy, California 95020, hereinafter referred to as "ENGINEER",

WITNESSETH:

WHEREAS, CITY desires professional engineering and technical staff services in the discipline of municipal public works; and

WHEREAS, ENGINEER is willing to provide, and CITY is willing to accept the professional and technical staff services of ENGINEER for the work.

NOW, THEREFOR, CITY and ENGINEER further agree as follows:

A. GENERAL SCOPE OF SERVICES

ENGINEER is to perform municipal public works services to CITY under the general direction of the City Manager. The services consist of the following.

1. Design of streets, sewer, water & utility systems, drainage facilities and general municipal improvements.
2. Perform feasibility studies, and prepare reports and construction cost estimates for municipal improvement projects.
3. Prepare bid documents, evaluate construction bids and advise CITY on the award of construction contracts.
4. Perform field surveys, measurements, inspections and testing in connection with project design and evaluation.
5. Perform plan checking and reviewing of plans submitted for public and private improvements as requested by CITY.
6. Perform advance planning and cost estimating for future public improvements.
7. Compile and maintain records on existing improvements.
8. Perform construction inspection and management, schedules, and general project administration.

9. Provide construction staking and testing coordination.
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.

B. DIVISION OF ENGINEER'S WORK

Although the ENGINEER (HANNA & BRUNETTI) exclusively will render engineering services to the CITY, the ENGINEER and the CITY agree that the day-to-day engineering services (hereinafter "Daily Services") will be rendered exclusively by the firm of HANNA & BRUNETTI and that special projects (hereinafter "Special Projects") may require the services of a specialized firm other than HANNA & BRUNETTI. If in the opinion of the CITY and the ENGINEER, HANNA & BRUNETTI does not have the personnel or expertise to perform such special services, then the CITY shall have the right to contract such services to such other firms as is acceptable to the CITY OR HANNA & BRUNETTI shall have the right to subcontract to such other firms as is acceptable to the CITY and THE ENGINEER.

C. Personnel

1. ENGINEER hereby designates as principal and CITY hereby accepts ARNOLD R. BRUNETTI, who shall serve as CITY ENGINEER. Mr. Brunetti will be responsible for supervising all of the professional and technical staff services to be provided to CITY. He will be responsible for coordinating and assigning the various tasks to specific individuals. He will be responsible for the completion of the assignments in a timely manner. He will perform this work on a continuing basis. A transfer of Mr. Brunetti and 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 service provided by this agreement, CITY shall pay ENGINEER an amount computed in accordance with Exhibit "A", Schedule of Charges (Schedules 1 and 2) attached hereto and made a part hereof.

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.

If CITY fails to pay ENGINEER the amounts due pursuant to this agreement within forty-five (45) days of receipt of a statement, said amount shall accrue interest at the rate of eighteen percent (18%) per annum.

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 be considered services and shall remain the property of ENGINEER. All work products, including estimates, reports, drawings, descriptions, computations, plans and specifications, shall be available, upon request, to the CITY without restrictions or limitations. Upon termination of the contract and following payment by CITY to ENGINEER, reproducible mylar copies of these documents will be transmitted to CITY within fifteen (15) calendar days following receipt of payment. The CITY shall not use copies of site specific work in other locations. The CITY may retain and use copies of general, non-site specific maps and plans such as zoning maps and base maps.

F. TERM OF AGREEMENT

1. The term of the agreement will be from the date of execution through June 30, 1994.
2. The agreement can be reviewed annually and amended only during a ninety (90) day period prior to the end of a fiscal year, which for this agreement is designated as June 30. CITY shall have the right to amend the work within the Agreement by written notification to ENGINEER. In such event, compensation shall be subject to renegotiation upon written demand of either party to the Agreement. No modifications to the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.
3. At any time and for any reason, the CITY or the ENGINEER shall have the right to terminate or cancel the Agreement, and the CITY shall take possession of documents in accordance with Section E, TITLE TO DOCUMENTS, and pay ENGINEER equitable proportion for work actually done by the ENGINEER at the time of discontinuance. The actual subsequent date of termination shall be negotiated to the mutual consent of both parties to allow sufficient time for the CITY to

obtain the services of a City Engineer, and sufficient time for HANNA & BRUNETTI to reassign staff, but in no case shall be less than thirty (30) calendar days.

4. CITY agrees that ENGINEER has an exclusive right to provide engineering services for all CITY public works projects occurring within the term of this agreement.

G. SCHEDULE OF SERVICES AND WORK COORDINATION

CITY understands and agrees that ENGINEER has entered into an agreement with 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 periodic meeting with the ENGINEER and staff and the Representatives of all other cities. ENGINEER shall not charge CITY for the amount of time spent at these meetings.

H. RESPONSIBILITY OF CITY

CITY may have a number of outstanding engineering obligations or commitments that are not a part of this agreement. CITY hereby warrants that it has listed on Exhibit "B" attached all obligations that must still be honored in existing contract with other engineering firms. CITY agrees to indemnify, defend and hold ENGINEER harmless from any and all claims which arise out of these obligations.

I. NOTICES

Notices shall be addressed and sent to:

CITY:

CITY OF SOLEDAD
P.O. Box 156
Soledad, California 93960
Attn: Blair King, City Manager

ENGINEER:

HANNA & BRUNETTI
7651 Egleberry Street
Gilroy, California 95020
Attn: Arnold R. Brunetti, Principal

J. 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.

K. INDEMNIFICATION AND INSURANCE

1. ENGINEER shall indemnify and hold harmless CITY, its elective and appointive boards, commissions, 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 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. Consistent with the provisions of Article B and the other provisions of this agreement, the limit of liability for HANNA & BRUNETTI's professional liability insurance policy shall be \$500,000 under this sub-part (1) unless a higher limit is agreed upon by the parties in writing for a particular special project.
2. ENGINEER shall maintain in effect workmen'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 for the following amounts:
 - a. Worker's Compensation and Employer's Liability Insurance in the form required by California Law and Liability in the amount of \$1,000,000.
 - b. Automobile Liability Insurance in the amount of \$500,000 bodily injury and \$100,000 property damage.
 - c. General Business Liability in the amount of \$1,000,000.
3. The ENGINEER providing services hereunder shall maintain in his own name during the term of this agreement a policy of insurance, naming the CITY, its elective and appointive boards, commissions, officers, agents and employees, protecting the City from liability for damages or claims made by reason of any negligent act, error, omission or personal injury arising out of services performed by its subcontractors, agents or employees pursuant to this agreement. The limit of liability for HANNA & BRUNETTI's professional liability insurance policy shall be \$500,000 under this sub-part (3).
4. ENGINEER shall furnish CITY with a certificate or certificates of insurance evidencing the coverages provided for in this Article K 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. To the extent permitted by the insurance carrier, each such certificate shall show CITY as an additional insured.

L. ENGINEERING ESTIMATE OF PROBABLE COST

Any engineering estimates of probable cost 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 engineering estimates.

M. PROFESSIONAL STANDARDS

ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same area and performing 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.

N. LEGAL EXPENSES

In the event legal action is brought by CITY or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

O. INTERPRETATION OF AGREEMENT

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

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 Joe A. Ledloma
Mayor

HANNA & BRUNETTI

By Anna Brunetti
Principal

ATTEST:

Shirley
City Clerk

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CITY ENGINEERING SERVICES AGREEMENT

EXHIBIT "A"

SCHEDULE OF CHARGES

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

DAILY SERVICES

HANNA & BRUNETTI will provide daily services on a two-tier fee schedule. All City projects (i.e., City staff meetings, Capital Improvement Projects, etc.) that are paid from City funds will be billed per Schedule 1. All projects that are paid from Developer reimbursement funds (i.e., tentative map review, map checking, improvement plan checking, inspection, etc.) will be billed per Schedule 2.

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

SCHEDULE 1 (CITY FUNDED)

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<u>Personnel Classification</u>	<u>Hourly Rate</u>
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OFFICE AND PROFESSIONAL

Principal Engineer (City Engineer).....	\$82.00
Associate Engineer/Project Manager.....	75.00
Project Engineer.....	60.50
Surveyor.....	60.50
Design Engineer.....	48.50
Junior Civil Engineer... ..	42.50
Technician.....	40.00
Senior Inspector.....	60.00
Inspector.....	50.00
CADD Draftsperson.....	45.00
Draftsperson.....	40.50
Clerical (Technical Typing)....	30.00

FIELD

Two-Person Survey Crew....	\$120.00
Three-Person Survey Crew.....	150.00

MISCELLANEOUS EXPENSE SCHEDULE

CADD and data processing computer services	\$40.50
Transportation.....	\$0.30 per mile
Reprographics, prints and materials.	Costs + 20%
" In-House - B.L. Prints.....	\$1.75 per print
Sepia.....	6.50 per print
Sepialar... ..	16.50 per print
Xerox....	0.25 per page
FAX.....	0.25 per page
Outside Consultant Services.....	Costs + 15%
Filing and Permit Fees.....	Costs + 15%
Outside Delivery Services.....	Costs + 15%
Long Distance Telephone.....	Costs + 15%
Equipment Rentals.....	Costs + 15%
Special Fees, Permits or Insurance... ..	Costs + 15%

OR

SCHEDULE 2 (DEVELOPER/THIRD PARTY FUNDED)

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<u>Personnel Classification</u>	<u>Hourly Rate</u>
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OFFICE AND PROFESSIONAL

Principal Engineer (City Engineer).....	\$95.00
Associate Engineer/Project Manager.....	86.50
Project Engineer.....	70.00
Surveyor.....	70.00
Design Engineer.....	54.00
Junior Civil Engineer.....	45.00
Technician.....	43.50
Senior Inspector.....	62.00
Inspector.....	54.00
CADD Draftsperson.....	47.00
Draftsperson.....	43.50
Clerical (Technical Typing).....	32.50

FIELD

Two-Person Survey Crew.....	\$125.00
Three-Person Survey Crew.....	175.00

MISCELLANEOUS EXPENSE SCHEDULE

CADD and data processing computer services.....	\$43.50
Transportation.....	\$0.30 per mile
Reprographics, prints and materials.....	Costs + 20%
" In-House - B.L. Prints... .	\$1.75 per print
Sepia.....	6.50 per print
Sepialar.....	16.50 per print
Xerox.....	0.25 per page
FAX.....	0.25 per page
Outside Consultant Services... .	Costs + 15%
Filing and Permit Fees.....	Costs + 15%
Outside Delivery Services.....	Costs + 15%
Long Distance Telephone.	Costs + 15%
Equipment Rentals	Costs + 15%
Special Fees, Permits or Insurance.....	Costs + 15%

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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 & BRUNETTI employees.

The above hourly rates for HANNA & BRUNETTI include overhead and profit, but not expenses directly related to the execution of specific work tasks. Expenses will be charged at cost plus per the above Miscellaneous Expense Schedule, and may include reproduction and blueprinting; 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, 1992. Negotiations to modify the rate structure will begin 90 days prior to June 30, 1992. 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 No. 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.

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CITY ENGINEERING SERVICES AGREEMENT

EXHIBIT "B"

OUTSTANDING ENGINEERING OBLIGATIONS

(List by City)