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RESOLUTION NO. 2158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
KENNEDY/JENKS CONSULTANTS, INC., FOR
PROFESSIONAL SERVICES REGARDING A
MUNICIPAL WATER SUPPLY WELL

BE IT RESOLVED by the Council of the City of Soledad
that the City Manager is hereby authorized and directed for and
on behalf of the City Council, to execute with Kennedy/Jenks
Consultants, Inc., an agreement for professional services 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 27th day of April,
1992, by the following vote:

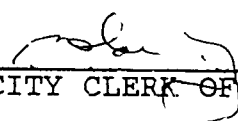
AYES, and in favor thereof, Councilmembers: Fabian
Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem
John Holguin, Mayor Joe Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers. None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

922520.00

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 30th day of April, 1992, by and between City of Soledad, 248 Main Street, Soledad, California 93960, hereinafter referred to as the "CITY", and Kennedy/Jenks Consultants, Inc., a California corporation qualified to do business in California with offices at 3336 Bradshaw Road, Suite 140, Sacramento, California 95827 hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the CITY desires assistance in the design and development of new municipal water well.

WHEREAS, the CONSULTANT is duly qualified and experienced to provide such services;

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

- 1. CONSULTANT services shall be furnished in accordance with the attached Terms and Conditions for Professional Consulting Services Agreements.
- 2. CONSULTANT shall assign Edward Marlow to personally participate in said project.
- 3. CONSULTANT shall perform those services described in the attached "Scope of Work" and CITY shall also pay CONSULTANT the amount detailed in same "Scope of Work".

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

CITY OF SOLEDAD:

By [Signature]

ATTEST; [Signature]

APPROVED AS TO FORM: [Signature]

CONSULTANT:

By Edward L. Marlow

1099 INFORMATION:
Tax Payor ID #94-2147007

SS# _____

Incorporated. Yes ___ No ___

SCOPE OF WORK

Task

A) In distinct and discrete phases, identify, plan and design a new municipal water well including location, construction plans, specifications, engineer's estimates and related construction management and inspection.

This well is intended to supplement the City's water supply and provide a new source of high quality water for municipal purposes. It is anticipated the new well will be 800 feet deep and produce from 1200 to 2000 gallons per minute.

Specifically, tasks will be performed according to the following phases, none of which shall commence prior to written authorization by City:

Phase I: Well Design

1. Review existing local wells and available well logs and production data.
2. Review potential site(s) for the location of the new well. Included in this task will be the evaluation of utility availability (electric and telephone) at the site(s) and access to the water distribution system.

Specific consideration will be given to the Adobe site and the cost benefit of using this location for a new well.
3. Recommend location of test hole and production well.
4. Prepare plans, specifications, bid documents, and cost estimate for the drilling and testing of the test hole and production.
5. Assist the City in evaluating well drilling bids. The City will obtain well drilling quotes or conduct the bid process.
6. Provide Phase I project management. This task will include meeting with the City staff in a "kick-off" meeting to discuss project direction and scope. Meetings will also be held with City staff at the approximately 65% and complete design submittal stages of the project. Meetings and coordination with County Environmental Health staff, Utilities, and other Agencies involved in the project will be provided as directed and required by the City. All permits will be obtained by the City.

Phase II. Well Drilling Services During Construction

7. Evaluate test hole data and review the final design submitted by the well drilling contractor for the water supply well. Design information supplied to the contractor will be specific with regards to the well casing diameter,

depth, screen type and location, screen slot size and gravel pack size.

8. Review submittals and product data sheets for conformance with the design drawings and specifications.
9. Perform office engineering to resolve questions and conflicts in the field.
10. Visit the site periodically to review the following:
 - a. Preconstruction site conditions and materials on site.
 - b. Drilling and testing procedures used for the test hole.
 - c. Drilling procedures used for the production well.
 - d. Screen and casing placement.
 - e. Gravel pack placement.
 - f. Test pumping procedures and data collection.

Provide up to six site visits to review these items.

11. Calculate expected production volume from well.
12. Attend contractor walk-through and final inspection.
13. Prepare record drawings of final project depicting as-built conditions. Deliver original drawings to City of Soledad.

Phase III: Design of Well Site and Equipment

Based on test pumping results, prepare site plans, mechanical and electrical plans, specifications and bid documents for the well site and pumping equipment. Consultant will use boundary surveys and topographic mapping provided by the City.

14. Design site layout, site grading and drainage. No off-site water system or drainage improvements are anticipated. Design of an on-site building is not included.
15. Design well mechanical equipment including well pump up to 2,000 gpm, pump column, motor up to 200 HP, piping, valves, and apputenant equipment.
16. Design electrical motor control system with reduced voltage autotransfer type starter and automatic start/stop controls based on typing into existing telemetry or using pressure switches.
17. Design chlorination equipment. Chlorination equipment will be housed in a manufactured enclosure and electrical equipment will be housed in weather proof panels.
18. Consultants will answer Contractor's questions and prepare addenda during bidding if necessary. Consultant will review the bids and make recommendations to the City.
19. Provide Phase III project management. This task will

include meeting with City staff in a "kick off" meeting to discuss project direction and scope. Meetings will also be held with City staff at the approximately 65% and complete design submittal stages of the project. Meetings and coordination with County Environmental Health staff. Utilities and other Agency involved in the project will be provided as directed and required by the City. All permits will be obtained by the City.

Additional scope design services, if requested by the City, may include:

20. Design of permanent on-site standby power facilities including diesel engine generator, automatic transfer switch, weatherproof enclosure, skid mounted diesel fuel tank, and associated controls.
21. Design of a portable standby power system (in lieu of task 20), including a trailer mounted diesel engine generator and fuel tank with weatherproof enclosure, manual transfer switch, on-site generator receptacle, and associated controls.
22. Telemetry design services to either expand existing system or design a new or independent system.

Phase IV Services During Construction of Well Facilities

During the construction of the well site and equipment, Consultants will perform the following tasks.

23. Review contractor submittals and product data sheets for conformance with the design drawings and specifications.
24. Perform office engineering to resolve questions and conflicts in the field.
25. Provide site visits during key events to review construction activities such as:
 - a. Placement of concrete and reinforcing steel.
 - b. Installation of pump, pump column, pump motor, electrical equipment and chlorination equipment.
 - c. Witness start up and identify punch list items.

Consultants will provide up to six site visits to review these items.

26. Coordinate special inspection requirements to be performed by the general contractor.
27. Review change order requests and coordinate change orders with the City and contractor. All official change orders are to be issued by the City.
28. Review contractor submitted operation and maintenance manuals, organize and deliver three copies to the City.

29. Prepare record drawings of final project depicting as built conditions. Record drawings will be on reproducible mylar and will be delivered to the City.

Compensation

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

1. Compensation to Consultant shall be on a time and expense reimbursement basis in accordance with Engineer's Schedule of Charges dated January 1, 1992, 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.
2. Payments shall be made monthly by City based on itemized invoices from Consultant which list actual costs and expenses. Such payments shall be for the invoice amount, without retention. However, no single invoice shall exceed fifty percent (50%) of total compensation for each phase identified with Arabic numerals until completion of the phase. City shall make any payment due within thirty (30) days after acceptance of such bill therefore as accurate.
3. The budget amount for each phase of Task A is as follows:

<u>Task A</u>	<u>Estimated Budget</u>
Phase I. Well Design	\$ 10,000
Phase II: Well Drilling Services During Construction	\$ 10,000
Phase III: Well Equipment Design	\$ 34,500
Phase IV: Services During Construction of Well Facilities	\$ 20,000

These budgets shall not be exceeded without authorization. the budgets may be increased by amendment hereto if necessary to complete the scope of work. Consultant shall notify City prior to expenditure of eighty percent (80%) of the budget if the need for a budget increase is anticipated. Consultant is not obligated to continue providing services hereunder upon expenditure of authorized funding if the increased budget needed to complete the scope of work is not authorized.

A delinquent account shall be subject to a charge of one percent (1%) of the invoice amount per month, compounded monthly, and subjects this Agreement and the work herein contemplated to suspension at Engineer's discretion.

Schedule

The schedule for completing Tasks is as follows:

Document review, well design	4 weeks
Bidding	2 weeks
Well drilling	4 weeks
Equipment design	6 weeks
Bidding	4 weeks
Construction	14 weeks

The schedule assumes bids will be solicited from preselected qualified drilling contractors.

No work shall commence without authorization by City.

City Services

The City shall provide the following:

1. Conduct the advertisement and construction bidding for the well drilling and well equipment contracts.
2. Provide boundary surveys and topographic survey of the selected well site showing locations of existing utilities.
3. Provide existing system data, design standards, and policies as needed to resolve technical and design issues.
4. Coordinate telephone service to the site, if required for telemetry.
5. Obtain necessary permits for local and State agencies.

Task B

Provide technical assistance and support with the preparation of a loan/grant application to Farmers Home Administration (FmHA), presentation to regulatory bodies and agencies, and with the preparation of environmental documents. Specifically, this task will include development of estimated project cost, a preliminary Engineering report and narrative.

Compensation

Compensation for Task B shall be paid in accordance with the terms and conditions contained in the agreement. The budget for this task shall not exceed \$5,000 without authorization.

Schedule

It is envisioned that documents suitable to meet the requirements for a loan/grant application to FmHA will be prepared under Task B by May 22, 1992.

City Services

City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder. Such assistance and cooperation shall include, but not necessarily be limited to, providing material available from city's files such as maps, record drawings, property surveys and operation and maintenance information, rendering assistance in determining the location of existing facilities and improvements which may be affected by the project, and preparation of environmental documents.