

## RESOLUTION NO. 2298

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR  
PIPELINE CONSTRUCTION MANAGEMENT SERVICES  
WITH THE DENNIS GROUP, INC.

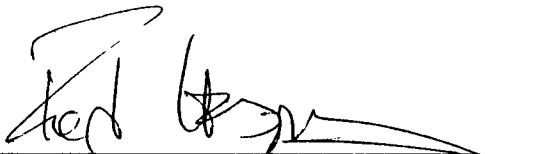
BE IT RESOLVED by the Council of the City of Soledad that the City Manager is hereby, authorized and directed for and on behalf of the Council of the City of Soledad, to execute with The Dennis Group, Inc., an agreement for pipeline construction management services in the amount of \$45,500, in the form of a document hereunto attached, marked Exhibit "A", and by reference made apart hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 13th day of December, 1993, by the following vote:

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

NAYES, Councilmembers: None

ABSENT, Councilmembers: None

  
MAYOR OF THE CITY OF SOLEDAD

ATTEST:

  
CITY CLERK OF THE CITY OF SOLEDAD

# THE DENNIS GROUP, INC.

Planning • Engineering • Construction Management

November 4, 1993

Mr Ray Smith  
 Superintendent of Utilities  
 City of Soledad  
 248 Main Street  
 Soledad, CA 93960

RE. Proposal for Construction Observation Services  
 Interceptor Sewer and Force Mains

Mr Smith.

We are pleased to present this PROPOSAL for the construction observation services for the interceptor system being constructed by Soledad. The work would be contracted directly to the City and The Dennis Group would report to you as the contract manager. As we have noted, we have a variety of experience in this type of construction and have performed these services in the past.

The construction project starts at the site of the existing prison pumping station with an 18" force main that runs approximately 11,500 feet along US 101 to a discharge manhole located approximately 1/2 mile northwest of San Vincente Road. From there, the construction is approximately 4,000 feet of 27" gravity sewer that terminates at the head works of the existing POTW. Please note that this scope does not include services for the observation services for the construction of a pump station at the Dole plant site, <sup>and</sup> approximately 14,700 feet of 4" force main from the pump station to the head works at the POTW. The 4" force main will follow Camphora Gloria Road to the junction of US 101 then parallel to the 18" and 27" interceptor and in the same trench. A pair of AWWA butterfly valves will be installed at the junction of Camphora Gloria Road and US 101 to allow use of the 18" force main if repairs are necessary to the 4" force main.

The Proposed Scope of Services is as follows:

## PreAward Activities

This would involve attending meeting with the various agencies involved and providing inputs regarding construction issues. We would review the design plans and specifications and comment as to construction details affecting the ability to complete the work in a timely, economic manner

Exhibit "A"

Mr Ray Smith  
City of Soledad

November 4, 1993  
Page 2

#### PROPOSAL. Contruction Observation Services

The work does not include: bidding, review of construction bids, and award of the construction contract. We also assume that the contract documents with the contractor will be prepared by the City or Kennedy -Jenks. No allowance is made for costs to copy contract plans and specifications for the contractors use.

#### Construction Activities

This work would involve a full time, construction technician/observer with periodic site visits by the Project Engineer. The field technician would report directly to the Project Engineer <sup>also the P.E.</sup> and he will be responsible for directions to the contractor. The Project Engineer would also be responsible to resolve any design conflicts that arise during construction with Kennedy-Jenks and any related issues with the City.

The field work would include: start up meetings with the contractor, shop drawing review, daily progress reports, traffic control observation, route staking observation, recommendations for soils testing locations and frequency, taking "As Built" dimensions, review and preparation of recommended change orders and review of contractor pay requests.

The work does not include. traffic control for required County and State ROW's, stake out of the routing and/or the ROWs, soil compaction testing, permits for the construction work and the acquisition of right-of-ways and easements.

#### Close Out Activities

This work would involve a full time technician to observe the testing and the restoration of the disturbed areas, preparation of a punch list and final execution of the punch list items by the contractor, final pay requests, preparation of final "As Built" plans, and certifications of testing. The technician would again report to the Project Engineer who would be responsible for communications and directions to contractor. Note that final acceptance and certification of the work must also be cosigned by the design engineer.

#### Work Schedule

The work is anticipated to begin immediately with meetings with the City and Kennedy-Jenks. The construction is anticipated to be complete by April 1, 1994. Start up and testing of the Dole connection to be given a priority. Additional services necessary beyond the April 1 completion date due to delays which are not caused by the Dennis Group would be an addition to the proposed fee.

#### Proposed Fees

We would perform the above activities for a lump sum fee of \$45,500 (Forty five thousand, five hundred dollars). This fee includes our labor, expenses and a 7% adder for reimbursibles. The fee will be billed on a monthly basis as follows. January 5, 1994 for December work at \$2000 then February 5, March 5, and April 5 for one third of the balance.

Mr Ray Smith  
City of Soledad

November 4, 1993  
Page 3

PROPOSAL. Contruction Observation Services

We are able to begin this work immediately and will proceed upon receipt of your written authorization. Again we appreciate the opportunity to be of service and we are looking forward to working with you and the City of Soledad on this project. Please do not hesitate to call if you have any questions or require further detail.

Respectfully,



J Mark Kremerik  
Project Engineer

CITY OF SOLEDAD

TERMS AND CONDITIONS

FOR PROFESSIONAL CONSULTING SERVICES AGREEMENTS

1. DEFINITIONS - "Consultant" shall mean the professional consultant which has entered into the Agreement which by reference is subject to the terms and conditions hereinafter set forth. "City" shall mean the City of Soledad, a municipal corporation or the Soledad Redevelopment Agency, a public entity. "Agreement" shall mean the purchase order, contract or other written instrument constituting the Agreement between the Consultant and the City.

2. AMENDMENT OF SCOPE OF WORK - City shall have the right to amend the Scope of Work within the Agreement by written notifications to the Consultant. In such event, the compensation and time of performance shall be subject to renunciation upon written demand of either party to the Agreement.

3. CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT - At any time and for any reason, City shall have the right to terminate or cancel the agreement, take possession of the Consultant's studies, preliminary drawings, computations and specifications, insofar as they are complete and acceptable to the City, and pay the Consultant such equitable proportion of the total remuneration as the work actually done by the Consultant at the time of such discontinuance bears to the whole of the work required to be done by the Consultant under the terms of this Agreement.

The City, at its sole discretion, may suspend indefinitely or abandon the completion of the project, or any part thereof, and may require the Consultant to suspend the performance of its services. Said right to suspend or abandon shall be without limit or restriction.

If the City thereafter should determine to complete the project, the City shall have the privilege of requiring completion of the drawings, specifications and other documents upon compensation of the Consultant.

4. ARBITRATION - Unless otherwise mutually agreeable, all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to the Agreement or the breach thereof shall be decided by arbitration in accordant with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect this requirement to arbitration and any agreement or consent to arbitrate entered into the accordance herewith as hereinafter provided, shall be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of demand for arbitration must be

filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim in question would be barred by the applicable statute of limitations.

5. EMPLOYMENT PRACTICES - Consultant shall not discriminate in his/her performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex age, or national origin in his employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. The Consultant will comply with the regulations of the Department of transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21).

6. TITLE TO DOCUMENTS - Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the City without restriction or limitation on their use.

7. RECORD OR PERFORMANCE - Consultant shall maintain adequate records of contract performance and make these records available for inspection, audit, and copying by the City during the Contract period and for three (3) years from the date of final payment.

8. ASSIGNMENT - The Agreement shall not be assigned by the Consultant in whole or in part, without written consent of the City.

9. PAYMENT - Consultant shall submit itemized monthly statement for work performed. City shall make any payment due within sixty (60) days after receipt of such bill therefore. Payment shall not exceed fifty (50%) of total compensation as set forth in the Scope of Work until receipt and approval of preliminary plans by the City. If the Agreement is a cost reimbursement type, e.g., cost-plus-fixed-fee, costs shall be in accordance with the cost price proposal attached hereto as Exhibit A and hereby made a part of this Agreement. Cost principles and procedures of part 1-15 of the Federal Procurement Regulations shall be used to determine the allowability of individual items of cost.

10. FEDERAL AND STATE RULES AND REGULATIONS - In the event the Request for Proposal to Provide Professional Consulting Services cites any Federal or State financial assistance involved in the project for which professional services are provided, the Consultant shall have the duty of performing under the Agreement in accordance with applicable Federal and State Laws, rules, and regulations.

11. CORRECTION OF WORK - The performance of services or acceptance of information furnished by Consultant shall not

relieve the Consultant from obligation to correct any defective work subsequently discovered and all incomplete, inaccurate, or defective work shall be remedied by the Consultant on demand without cost to the City.

12. CONSULTANT'S LIABILITY - The Consultant shall be responsible for all injuries to persons and for all damage to property of the City or to others caused by or resulting from the negligence of the Consultant, his employees, agents, or subcontractors during the progress of or connected with rendition of services here rendered, and shall defend and hold harmless and indemnify the City and all officers and employees of the City from all cost and payments for damages or injuries arising out of the negligence performance of the work of the Consultant or his subcontractor under this Agreement.

13. PUBLIC LIABILITY INSURANCE - Consultant shall, at his own expense, take out and keep in force during the continuance of this contract:

A. A public liability insurance policy, in a company or companies to be approved by the City, to protect the Consultant, his officers, agent, and employees against any liability to the public incident to the work to be performed under this Agreement. Said insurance shall be in the amount of not less than \$500,000 to indemnify against the claim of one (1) person, and the amount of not less than \$1,000,000 against their claim of two (2) or more persons resulting from any on accident.

B. A property damage or other insurance policy in a company or companies to be approved by City, to protect the Consultant, his officers, agents, and employees against any liability incident to or about of not less than \$300,000.

Said policy shall name the City as co-insured and shall insure to the continent liabilities, if any, of the City and the officers, agents, and employees of the City and shall obligate the insurance carriers to notify the City in writing not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policy.

Within thirty (30) days after execution of the contract and prior to the first progress payment, Consultant shall file with City an actual insurance policy.

14. WORKER'S COMPENSATION INSURANCE - The Consultant at his own cost and expense is to procure and maintain during the continuance of this contract a policy of worker's compensation or employer's liability insurance for the protection of his employees, including executive, managerial, and supervisory employees, engaged in the work required by this Agreement.

15. SUBCONTRACTING - None of the services covered by this contract shall be subcontracted without the prior written consent of the City.

16. COVENANT AGAINST CONTINENT FEES - The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, continent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or continent fee.

17. DELAYS AND EXTENSIONS - The Consultant will be granted time extensions for delays beyond the Consultant's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Consultant and the City and shall be approved in writing by the Director of Public Works. In such event, compensation as set forth in a Scope of Work shall be subject to renunciation upon written of either party to the Agreement.

18. CONSULTANT'S ENDORSEMENT - The Consultant will endorse plans, specifications, reports and documents in accordance with applicable portions of the Business and Professions Code of the State of California.

## CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the PRESIDENT and  
 the duly authorized representative of THE firm of Dennis Group  
 whose address is SPRINGFIELD, Mo. and that neither the above firm  
 I here represent nor have I:

(a) employed or retained for a commission, percentage, brokerage, continent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement:

(b) agreed, as an express or implied condition for obtaining this contract to employ or retain the services of any firm or person in connection with carrying out the Agreement; or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

DATE: 2/18/94

SIGNATURE: 

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of December, 1993, by and between the City of Soledad, Monterey County, hereinafter referred to as the "City" and The Dennis Group, hereinafter referred to as "Consultant".

WITNESSETH

WHEREAS, the Agency requires assistance with the preparation of Pipeline Construction Management;

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 Consulting Services Agreements.
- 2. Consultant shall assign Dave Olson to personally participate in said project.
- 3. Consultant shall perform those services described in the attached "Scope of Work", City shall pay Consultant as compensation in full the amount of Forty-Five Thousand Five Hundred Dollars (\$45,500).

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 Dave P Olson

1099 INFORMATION:  
Tax Payor ID # \_\_\_\_\_

SS# 374-54-6602

Incorporated: Yes X No \_\_\_\_\_