

RESOLUTION NO 2397

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH HANNA
BRUNETTI, INC., NOT TO EXCEED THE AMOUNT OF ONE
HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000),
TO PROVIDE CONTRACT ADMINISTRATION AND
ENGINEERING SERVICES FOR VARIOUS
PROJECTS TO BE IDENTIFIED AND
APPROVED THROUGH FARMERS
HOME ADMINISTRATION**

BE IT RESOLVED by the City 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 Hanna Brunetti, Inc., an Agreement, in the amount of One Hundred Eighty Thousand Dollars (\$180,000), in the form of a document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

BE IT FURTHER RESOLVED by the City Council of the City of Soledad that the attached agreement, marked "Exhibit A", and related task orders in the form of a document hereunto attached, marked "Exhibit B", and by reference made a part hereof, shall only be effective subject to funding of Farmers Home Loan Administration (FmHA).

PASSED AND ADOPTED, by the City Council of the City of Soledad at a regular meeting duly held on the 12th day of December, 1994, by the following vote:

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

NAYES, Councilmembers: None

ABSENT, Councilmembers. None


MAYOR OF THE CITY OF SOLEDAD

ATTEST.


CITY CLERK OF THE CITY OF SOLEDAD

196



United States
Department of
Agriculture

Rural Economic
And Community
Development

194 1 Main Street
Suite F
Woodland, CA 95695-2915
PHONE (916) 668-2080
FAX (916) 668-2055
TDD (916) 668-2005

Office Hours 7 30 - 4 30

Rec'd 8-14-95

42381

August 9, 1995

Mr Michael Ranker
Hanna & Brunetti
7651 Egleberry Street
Gilroy, CA 95020-5122

*OH (CA)
CF (J)*

FILE OH

Dear Mr Ranker

Subject City of Soledad
Water System Improvements

Rural Economic and Community Development (RECD) Services, formerly Farmers Home Administration (FmHA), has approved the Agreement for Engineering Services dated January 12, 1995. The following table summarizes the maximum approved amounts for engineering compensation. As previously discussed, these amounts all represent not to exceed amounts, with the actual compensation to be based on a time and materials basis.

Section B- Preliminary Engineering Services	\$ 48,000
Section B- Design and Contract Administration	65,000
Section C- Resident Inspection	35,000
Section D- Additional Engineering Services	<u>25,000</u>
TOTAL	\$ 173,000

Should you have any questions pertaining to this letter, please contact me at the above number

Sincerely,

Michael Starinsky
MICHAEL STARINSKY
RECD Engineer

Enclosure

cc Pam Reilly, RECD, Santa Rosa, CA (with enclosure)
Belinda Espinoza, City of Soledad (with enclosure)

USDA FmHA
Form FmHA 1942-19
(Rev. 10-15-80)

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this 12TH day of JANUARY, 19 95,
by and between THE CITY OF SOLEDAD hereafter
referred to as the OWNER, and HANNA & BRUNETTI
hereinafter referred to as the ENGINEER

THE OWNER intends to construct a VARIOUS WATER SYSTEM IMPROVEMENTS

in MONTEREY County, State of CALIFORNIA, which
may be paid for in part with financial assistance from the United States of America acting through the Farmers Home Admin-
istration of the United States Department of Agriculture, hereinafter referred to as FmHA, pursuant to the consolidated
Farm and Rural Development Act, (7 U.S.C. 1921 et seq.) and for which the ENGINEER agrees to perform the various
professional engineering services for the design and construction of said system

WITNESSETH

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed

SECTION A ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows

- 1 The ENGINEER will conduct preliminary investigations, prepare preliminary drawings, provide a preliminary itemized list of probable construction costs effective as of the date of the preliminary report, and submit a preliminary engineering report following FmHA instructions and guides
- 2 The ENGINEER will furnish 10 copies of the preliminary engineering report, and layout maps to the OWNER.
- 3 The ENGINEER will attend conferences with the OWNER, representatives of FmHA, or other interested parties as may be reasonably necessary
- 4 After the preliminary engineering report has been reviewed and approved by the OWNER and by FmHA and the OWNER directs the ENGINEER to proceed, the ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on the final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof
- 5 The contract documents furnished by the ENGINEER under Section A-4 shall utilize FmHA-endorsed construction contract documents, including FmHA Supplemental General Conditions, Contract Change Orders and partial payment estimates. All of these documents shall be subject to FmHA approval. Copies of guide contract documents may be obtained from FmHA.
6. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
- 7 The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER are and shall remain the property of the ENGINEER.
- 8 The drawings prepared by the ENGINEER under the provisions of Section A-4 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER unless the OWNER requests and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.

(Section A continued)

- 9 The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
- 10 The ENGINEER will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors.
- 11 The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
- 12 The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
- 13 The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming with the design concept.
- 14 Unless notified by the OWNER in writing that the OWNER will provide for resident inspection, the ENGINEER will provide resident construction inspection. The ENGINEER'S undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner, shall not make the ENGINEER an insurer of the contractor's performance, and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
- 15 The ENGINEER will cooperate and work closely with FmHA representatives.
- 16 The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
- 17 The ENGINEER will prepare necessary contract change orders for approval of the OWNER, FmHA, and others on a timely basis.
- 18 The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER and FmHA. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of completion to and obtain the written acceptance of the facility from the OWNER and FmHA.
- 19 The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident inspector and from the resident inspector's construction data.
- 20 If State statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
- 21 The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence costs. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.
- 22 The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.
- 23 The services called for in the Section A 1 and A 2 of this Agreement shall be completed and the report submitted

within SIXTY (60) calendar days from the date of authorization to proceed. After acceptance by the OWNER and FmHA of the Preliminary Engineering Report and upon written authorization from the OWNER, the ENGINEER will complete final plans, specifications and contract documents and submit for approval of the OWNER, FmHA and all State regulatory agencies within (90) NINETY calendar days from the date of authorization unless otherwise agreed to by both parties.

MC
BU

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion will be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable causes beyond the control and without the fault or negligence of the ENGINEER.

SECTION B COMPENSATION FOR ENGINEERING SERVICES

- 1 The OWNER shall compensate the ENGINEER for preliminary engineering services in the sum of FORTY-EIGHT THOUSAND Dollars (\$ 48,000.00) after the review and approval of the preliminary engineering report by the OWNER and FmHA.
- 2 The OWNER shall compensate the ENGINEER for design and contract administration engineering services in the amount of (Select (a) or (b))
- (a) SIXTY-FIVE THOUSAND Dollars (\$ 65,000.00) or
- (b) As shown in Attachment 1
- When Attachment 1 is used to establish compensation for the design and contract administration services, the actual construction costs on which compensation is determined shall exclude legal fees, administrative costs, engineering fees, land rights, acquisition costs, water costs, and interest expense incurred during the construction period.
- 3 The compensation for preliminary engineering services, design and contract administration services shall be payable as follows
- (a) A sum which equals seventy percent (70%) of the total compensation payable under Section B 1 and 2, after completion and submission of the construction drawings, specifications, cost estimates, and contract documents, and the acceptance of the same by OWNER and FmHA.
- (b) A sum which, together with the compensation provided in Section B-3-(a) above, equals eighty percent (80%) of the compensation payable immediately after the construction contracts are awarded.
- (c) A sum equal to fifteen percent (15%) of the compensation will be paid on a monthly basis for general engineering review of the contractor's work during the construction period on percentage ratios identical to those approved by the ENGINEER as a basis upon which to make partial payments to the contractor(s). However, payment under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of all sums paid to the ENGINEER will equal ninety-five (95%) of the compensation. A final payment to equal 100 percent shall be made when it is determined that all services required by this Agreement have been completed except for the services set forth in Section A 21 hereof.

SECTION C COMPENSATION FOR RESIDENT INSPECTION AS SET FORTH IN SECTION A 14

When the ENGINEER provides resident inspection, the ENGINEER will, prior to the preconstruction conference, submit a resume of the resident inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER and FmHA. The OWNER agrees to pay the ENGINEER for such services in accordance with the schedule set out in Attachment 1. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period. Under normal construction circumstances, and for the proposed construction period of 180 days, the cost of resident inspection is estimated to be \$ 35,000.00

SECTION D ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER and written approval of FmHA:

- 1 Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
- 2 Laboratory tests, well test borings, specialized geological, soil, hydraulic, or other studies recommended by the ENGINEER.
- 3 Property surveys, detailed description of sites, maps, drawings, or estimates related thereto, assistance in negotiating for land and easement rights.
- 4 Necessary data and filing maps for water rights, water adjudication, and litigation.

(Section D continued)

- 5 Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and FmHA except redesigns to reduce the project cost to within the funds available
- 6 Appearances before courts or boards on matters of litigation or hearings related to the project
- 7 Preparation of environment impact assessments or environmental impact statements
- 8 Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A 12
- 9 The ENGINEER further agrees to provide the operation and maintenance manual for facilities when required for
\$ 7,000.00

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and approved by FmHA prior to commencement of the work. Barring unforeseen circumstances, such payment is estimated not to exceed \$ 25,000.00. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period

SECTION E INTEREST ON UNPAID SUMS

If OWNER fails to make any payment due ENGINEER within 60 days for services and expenses and funds are available for the project then the ENGINEER shall be entitled to interest at the rate of TWELVE (12) percent per annum from said 60th day, not to exceed an annual rate of 12 percent

SECTION F SPECIAL PROVISIONS

The scope of services to be performed by Hanna & Brunetti is set forth in the "Task Order for Job No. 942381", which is attached hereto and incorporated herein in its entirety. To the extent that the language in this Agreement conflicts with the terms and conditions set forth in the "Hanna & Brunetti Task Order for Job No. 942381" and attachments thereto, the terms of this Agreement shall prevail.

While contract will not exceed \$180,000.00, should engineering requirements be less, Hanna & Brunetti will adjust the fees accordingly.

SECTION G APPROVAL BY FmHA

This Agreement shall not become effective until approved by FmHA. Such approval shall be evidenced by the signature of a duly authorized representative of FmHA in the space provided at the end of this Agreement. The approval so evidenced by FmHA shall in no way commit FmHA to render financial assistance to the OWNER and is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of FmHA.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

(SEAL)

OWNER

By Belinda B. Espinosa

ATTEST _____

Type Name Belinda B. Espinosa

Title City Manager

Type Name _____

Date January 12, 1995

Title _____

(SEAL)

ENGINEER

By Michael Ranker

ATTEST

Type Name MICHAEL RANKER

Type Name _____

Title SENIOR ASSOCIATE

Title _____

Date JANUARY 12, 1995

APPROVED

FARMERS HOME ADMINISTRATION

By Michael Starinsky

Type Name MICHAEL STARINSKY, PE.
FmHA/RDA Engineer

Title _____

Date 8/8/95

*- RECD approval of this agreement is based upon all costs representing not to exceed amounts, with the actual compensation based upon a time and materials basis

INTERIM AGREEMENT

(For use only when OWNER is not legally organized on the date the Agreement for Engineering Services is executed)

*ML
Bbe*

In lieu of the execution of the foregoing Agreement for Engineering Services dated the _____ day of _____, 19 ____ by the party designated as OWNER therein the undersigned, hereinafter referred to as INTERIM PARTIES have executed this Interim Agreement in consideration of the services described in Section A 1 through A 3 inclusive, of said Agreement for Engineering Services to be performed by the ENGINEER, and the ENGINEER agrees to accept this Interim Agreement as evidenced by ENGINEER'S execution hereof contemporaneously with the execution of the Agreement for Engineering Services. The ENGINEER also agrees to perform the services set forth in Section A 1 through A 3, inclusive, of said Agreement in consideration of the sum stated in Section B-1 of said Agreement be paid in the manner set forth therein

It is anticipated that the OWNER shall promptly become a legal entity with full authority to accept and execute said Agreement for Engineering Services and that the OWNER, after becoming so qualified, shall promptly take such action necessary to adopt, ratify, execute and become bound by the Agreement for Engineering Services. The ENGINEER agrees that upon such due execution of the Agreement for Engineering Services by the OWNER, the INTERIM PARTIES automatically will be relieved of any responsibility or of liability assumed by their execution of this Interim Agreement, and that the ENGINEER will hold the OWNER solely responsible for performance of the terms and conditions imposed upon the OWNER by the Agreement for Engineering Services, including the payment of all sums specified in Section B-1 of said Agreement

If the OWNER is not legally organized, or if after being duly organized it fails or refuses to adopt, ratify, and execute the Agreement for Engineering Services within 30 days from the date it becomes legally organized and qualified to do so, or if for any other reason the project fails to proceed beyond the preliminary stage described in Section A 1 through A 3 inclusive, of said Agreement the INTERIM PARTIES agree to pay ENGINEER for such preliminary engineering services, an amount not to exceed the sum specified therefor in Section B-1 of said Agreement

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in duplicate this _____ day of _____, 19 ____.

OWNER

ENGINEER

NL

Kennedy/Jenks Consultants

Engineers and Scientists

3336 Bradshaw Road Suite 140
 Sacramento California 95827
 916-362 3251
 FAX 916 362 9915

13 April 1994

Ms Pam Reilly
 Farmers Home Administration
 Federal Office Building
 777 Sonoma Ave, Room 212
 Santa Rosa, CA

Subject City of Soledad Water System Improvements
 Disposition of Remaining Project Funds
 K/J 922547 02

Dear Pam

As you are aware, the Soledad Water Systems Improvements project is nearing completion. The Farmers Home Administration (FmHA) approved loan for this project is \$2,593 million. It is currently estimated that final project costs will be \$1,700,000 million. On behalf of the City of Soledad, we are requesting the remainder of the approved loan amount (\$893,000) be allocated for additional water supply improvements. The City of Soledad has prioritized a list of proposed water system improvements. This list, provided below, also includes a brief discussion of the proposed improvement and planning level costs.

PROPOSED WATER SYSTEM IMPROVEMENTS**Priority 1 - Installation of New Water Meters**

Currently the majority of the City of Soledad residential water connections are metered. However, there are connections that are un-metered. The City would like to install water meters at these locations. The City estimates that approximately 80 two inch meters would be required. This work is estimated at \$70,000.

Priority 2 - Replacement of Old Water Meters

Several of the City's water meters are old and in need of replacement. The City estimates 150 three-quarter-inch meters require immediate replacement. This work is estimated at \$53,000.

Priority 3 - Park Irrigation System Improvements

Currently the City irrigates five City parks manually. Normally this is done by turning on the irrigation system and returning later to turn it off. This often results in overwatering of City parks. The City would like to add timers to the irrigation system. The addition of timers

Kennedy/Jenks Consultants *MC*

Letter To Ms Pam Reilly
13 April 1994
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would help conserve water by controlling the amount of time the irrigation system operates. The cost for this system improvement is estimated at \$5 000 (\$1 000 per park)

Priority 4 - Install New Water Pipeline at Well Site No 9

Currently Well Site No 9 is located at a "dead-end" within the City's water system. The City would like to install approximately 2,000 feet of 12 inch piping to connect Well Site No 9 to the existing water distribution system located at Vosti Street (another dead end in the system). The additional piping will create a loop and improve system water quality. The cost for this work is estimated at \$100,000

Priority 5 - New Chlorination Facility

Currently the City is not able to maintain a chlorine residual at their existing 1,000,000 gallons storage reservoir located north of the downtown area, at the far reach of the system. The relatively long distance the water must travel to get to the tank, combined with the residence time of the water in the tank, allows chlorine injected into the system to be consumed. The lack of chlorine residual at the housing developments to the north could lead to bacteria outbreaks

Therefore, the City would like to install a chlorination facility on the discharge line from the tank. The chlorination facility would be a simple hypochlorite feed system (similar to the installations at Well Nos 7 and 9) housed in a small fiberglass enclosure. The cost for this work is estimated at \$15,000

Priority 6 - New 1,000,000 Gallon Water Storage Tank

Currently, the City is using an old 100,000 gallon elevated storage reservoir located at the Well No 7 site. The City has not cleaned the inside of the tank in at least the last 25 years. The tank was recently inspected and areas of significant corrosion were discovered. The costs to repair the areas of corrosion and to re-coat the interior of the elevated storage tank is estimated at \$200,000

Instead of rehabilitating the existed tank, which is over 50 years old, the City would prefer to construct a new 1,000,000 gallon reservoir at the same site as their existing 1,000,000 gallon tank. The old elevated tank would be abandoned in place. The new reservoir would allow the City to meet existing peak flows while still keeping enough water in storage to meet fire flow requirements. The estimated cost of the new reservoir, including engineering and administrative costs, is \$420 000

Priority 7 - Monterey Street Pipe Replacement

There are several areas within the City where the distribution system is old and likely undersized to meet required fire flows. One of the locations where this problem is greatest is along Monterey Street where inadequate pressures are often encountered

Kennedy/Jenks Consultants *MC*

Letter To Ms Pam Reilly
13 April 1994
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Approximately 3,800 feet of 8 inch pipe along Monterey Street should be replaced. To perform this work without interrupting water service for long periods of time, it is proposed to install 12 inch pipe parallel to the existing 8 inch pipe and switch over the water services following installation and testing of the new pipeline. The estimated cost for this work including engineering and administrative costs is \$230,000.

SUMMARY

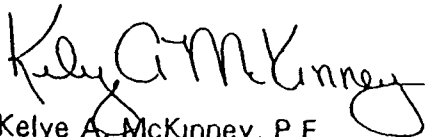
Priority items 1 through 7 are estimated to total \$893,000. In the event any of these preliminary items are not considered eligible for FmHA funding, there are other water system improvements which the City could make. Potential improvements that could be made include the following:

- Booster pumps at the existing 1,000,000 gallon water storage tank (estimated cost = \$75,000)
- Upsizing of various system pipelines to meet fire flow requirements (estimated cost unknown at this time)

We greatly appreciate your consideration of using the remaining funds for these important improvements to the City's water system. If you have any questions or would like to discuss any of these proposed improvements, please call me at (916) 362 3251.

Sincerely,

KENNEDY/JENKS CONSULTANTS



Kelye A. McKinney, P.E.
Civil Engineer

WPE628
4/13/94 2:21 p.m.

cc Mike Starinsky, FmHA Woodland
Russ Carlsen, City of Soledad
Ray Smith, City of Soledad
Joel Moses, City of Soledad
Shauna Gaspar, Kennedy/Jenks Consultants
Ed Marlow, Kennedy/Jenks Consultants

HANNA & BRUNETTI

Civil Engineers - Planners - Land Surveyors

Established 1910
Walter J Hanna, P.E. (1910-1967)
Norris Udell, P.E. L.S. (1954-1972)

Walter J Hanna, Jr. P.E. L.S.
Arnold Brunetti, P.E.

December 9, 1994

**TASK ORDER FOR JOB NO 942381
FmHA WATER PROJECTS
CITY OF SOLEDAD, CALIFORNIA
and HANNA AND BRUNETTI
AUTHORIZATION OF SERVICES**

1 Purpose:

The purpose of this TASK ORDER is to authorize and direct the ENGINEER to proceed with the work specific in Item 2 of this TASK ORDER, in accordance with the provisions of Article A and B of that AGREEMENT between the parties hereto dated July 1, 1994

2 Scope of Work

The work is designated "Special Projects" and is the sole responsibility and sole liability of HANNA AND BRUNETTI. The work authorized by this TASK ORDER is outlined in the "Scope of Services" attached hereto as Exhibit "A"

3 Time of Performance

The work authorized by this TASK ORDER shall be completed within three (3) months from the date of execution of this TASK ORDER

4 Compensation and Payment

TASK A - PRELIMINARY ENGINEERING SERVICES

Compensation shall be on a lump sum basis as provided in Article D of the AGREEMENT. The total lump sum for Task A preliminary engineering services shall be \$48,000 00, which includes all labor and expenses, except reprographics expenses. Payment shall be in accordance with Article D of the aforementioned AGREEMENT.

TASK B - DESIGN AND CONTRACT ADMINISTRATION ENGINEERING SERVICES

Compensation shall be on a lump sum basis as provided in Article D of the AGREEMENT. The total lump sum for Task B design and contract administration engineering services shall be \$65,000 00, which includes all labor and expenses, except reprographics expenses. Payment shall be in accordance with Article D of the aforementioned AGREEMENT.

TASK C - CONSTRUCTION MANAGEMENT (RESIDENT INSPECTION) SERVICES

Compensation shall be on a time and material basis as provided in Article D of the AGREEMENT. The estimated cost for Task C construction management (resident inspection) services is \$35,000 00. The total time and material amount shall be at the hourly rate schedule in the Schedule of Charges. Payment shall be in accordance with Article D of the aforementioned AGREEMENT.

Task Order - FmHA Water Projects
Job No 942381
Page 2
December 9, 1994

TASK D - OPERATION & MAINTENANCE MANUAL

Compensation shall be on a lump sum basis as provided in Article D of the AGREEMENT. The total lump sum for Task D providing operation & maintenance manual for facilities shall be \$7,000 00, which includes all labor and expenses, except reprographics expenses. Payment shall be in accordance with Article D of the aforementioned AGREEMENT.

TASK E - ADDITIONAL ENGINEERING SERVICES

Compensation shall be on a time and materials basis as provided in Article D of the AGREEMENT. The estimated costs for Task E additional engineering services is \$25,000 00. The total time and material amount shall be at the hourly rate schedule in the Schedule of Charges. Payment shall be in accordance with Article D of the aforementioned AGREEMENT.

The above tasks conform to the sections in the Farmers Home Administration (FmHA) Agreement for Engineering Services (FmHA Form 1942-19) and will be performed to meet the FmHA requirements.

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 July 1, 1994 between the CITY OF SOLEDAD and HANNA AND BRUNETTI are incorporated herein by reference.

Executed this 1st day of January, 1995

CITY OF SOLEDAD, a
municipal corporation
Belinda B Espinosa

HANNA AND BRUNETTI

By Belinda B. Espinosa
City Manager

By Michael Parker
Senior Associate

* * * * *

Task Order - FmHA Water Projects
Job No 942381
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December 9, 1994

EXHIBIT "A"
TASK ORDER FOR JOB NO 942381
FmHA WATER PROJECTS
SCOPE OF SERVICES
PRELIMINARY ENGINEERING, CONSTRUCTION DOCUMENTS AND
CONSTRUCTION MANAGEMENT SERVICES

This TASK ORDER studies the City's existing water system, analyzes the existing system and prepares a preliminary engineering report. The report will be submitted for review & approval to the City/FmHA and contract documents will be prepared. Following the bidding process, construction management services will be provided.

This TASK ORDER will include the following work

TASK A - PRELIMINARY ENGINEERING SERVICES

TASK A1 - MAPPING

HANNA & BRUNETTI will prepare reproducible maps in scales and sizes to be determined.

TASK A2 - DATA COLLECTION AND REVIEW

HANNA & BRUNETTI will collect and review all available information, reports, maps, and data. Specific items which will be reviewed include land use plans, water system maps, and existing record improvement plan data.

TASK A3 - REVIEW LAND USE DATA

HANNA & BRUNETTI will review land use data/maps furnished by the City and in cooperation with City staff, perform the following:

- A Establish existing land use for each pressure zone
- B Document residential, commercial, and industrial areas
- C Allocate service to zones
- D Review ability to provide services
- E Assign water supply consistent with existing County Conservation Ordinance
- F Provide elevation data
- G Digitize base maps and land use data
- H Provide land use data base

TASK A4 - QUANTIFY EXISTING DEMAND

HANNA & BRUNETTI will determine the water demand in residential, commercial, and industrial zones of the City. Fire flow requirements will be established.

TASK A5 - DETERMINE LAND USE DEMAND

HANNA & BRUNETTI will identify water needs based on land use. Pipeline capability will be analyzed.

TASK A6 - CAPACITY ANALYSIS

HANNA & BRUNETTI will determine the capacity of the water distribution system, storage reservoirs, and well pumps. (Well/pump data to be provided by the City.) A pressure contour map will be developed as part of the analysis.

Task Order - FmHA Water Projects
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Tasks 4 - 6, above, will be performed using Haestad Methods software, "Cybernet, Version 2"

TASK A7 - DEVELOP RECOMMENDATIONS

HANNA & BRUNETTI will perform the following as part of the proposed project development

- A Prepare a preliminary capital improvement program
- B Develop a preliminary cost estimate
- C Develop a phasing plan to make system improvements
- D Present findings to City staff

TASK A8 - PREPARE PRELIMINARY ENGINEERING REPORT

HANNA & BRUNETTI will prepare a preliminary engineering report including the following based upon the master plan developed in Task A7

- A Evaluate City comments and develop recommended plan
- B Review recommendations with City staff
- C Prepare water system improvement plan report

TASK B - DESIGN AND CONTRACT ADMINISTRATION ENGINEERING SERVICES

TASK B1- SITE TOPOGRAPHY

HANNA & BRUNETTI will collect the existing topography for project design purposes The work will consist of

- 1 Aerial control survey if aerial determined to be most economical method
- 2 Provide horizontal and vertical control for Item 3 below, including field survey and office calculations
- 3 Project topography at 1"=40' or appropriate scale
- 4 One set of 9"x9" contact prints if aerial methods used
- 5 Digital topographic maps at a scale of 1"= 40' (or appropriate scale) with one foot contours for use on 24"x36" plan sheets
- 6 Provide additional design topography and field check of aerial topography for Item 2 above

TASK B2 - ENGINEERING DESIGN

- 1 HANNA & BRUNETTI will prepare improvement plans (drawings) and specifications (P&S) setting forth the requirements for bidding and construction of the proposed project(s) per the FmHA requirements
- 2 Prepare 3 sets of P&S at the 90 percent level Submit to City, State DOHS, Monterey County DOEH, and FmHA for review
- 3 Prepare a preliminary engineer's estimate of probable construction costs at the 90 percent level
- 4 Prepare 10 sets of P&S at the 100 percent level to City, State DOHS, Monterey County DOEH, and FmHA for review and approval
- 5 Prepare a detailed engineer's estimate of probable construction costs at the 100 percent level
- 6 Prepare 25 sets of P&S at the 100 percent level for City, FmHA, Hanna & Brunetti, Builders Exchange(s) and for distribution to Bidders

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TASK B3 - PROJECT ADMINISTRATION

HANNA & BRUNETTI will provide project administration to perform the project work and to maintain close liaison with the CITY. Specific responsibilities of this task include

- 1 Maintain communication and coordination with the CITY
- 2 Monitor the schedule and progress for the PROJECT and submit monthly reports and invoices

TASK B4 - PLAN CHECK REVISIONS

- 1 Make plan check revisions required by the City, State DOHS, Monterey County DOEH, and FmHA

TASK B5 - CONTRACT BID PROCESS

- 1 Assist the City during Bidding, including
 - Preparations of addenda to the Contract
 - Respond to Bidders' questions
 - Attend Bid Opening, as requested
 - Review bids and make recommendations to the City on awarding the Contract

TASK C - CONTRACT ADMINISTRATION (RESIDENT INSPECTION) SERVICES

TASK C1 - CONSTRUCTION MANAGEMENT

HANNA & BRUNETTI will provide project construction management services to insure compliance with FmHA Standards and the approved Plans & Specifications. Contract administration responsibilities of this task include

- 1 Maintain communication and coordination with the CITY and FmHA
- 2 Monitor the schedule and progress of the Contractor and submit monthly reports and progress payments
- 3 Construction inspection of the installed facilities including maintain daily inspection reports
- 4 Review of material certification and/or testing reports from Geotechnical Engineer
- 5 Review shop drawings for compliance with the plans and specifications
- 6 Preparation of contract change orders
- 7 Resolution of claims
- 8 Preparation of record drawings

TASK C2 - CONSTRUCTION STAKING

HANNA & BRUNETTI will provide construction staking services for undetermined project(s) at this date (typically one set of stakes for items such as)

- Initial job layout
 - Field From existing base line/control monuments provided by others, set additional control points for layout of various construction phases mentioned in this scope of services
 - Office Compute coordinates for all key construction stakes and prepare staking layout worksheets
- Set TBM's on or near project site
- Flag limit of work
- Flag trees to be removed or saved

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- Mark curbs and/or AC to be removed or sawcut lines
- Preliminary grading (rough grade) stakes
 - Mass excavation and/or fill 100 foot grid system plus additional stakes at grade breaks
 - Slope stakes will be set on natural ground at a maximum of 50 foot intervals at the top of cut banks or toe of fills
 - Building rough grade Each building corner and line points not to exceed 50 feet
- Certify building pads
- Finish grade stakes
 - Building foundation Finish building grade at corners and angles
 - Edge of pavement, and/or curbs in streets, driveways and parking areas, including islands in parking areas Radius points, angle points, curb returns and line points not to exceed 50 feet
- Water lines 4" or larger Only line points at angle points and tees
 - Fire Hydrants and/or Fire Dept Connections Two reference stakes for line and grade for each FH and only line for FDC
- PCC or AC lined "V" ditches Stake angle points, junctions and line points at 100' intervals for runs over 150 feet
- Earth drainage ditches Stake angle points, junctions and line points at 100' intervals for runs over 150 feet
- Transformer pads (4 points each) (_____ total pads)
- Electrolier bases (2 points each) (_____ total bases)
- Retaining walls Stake ends, angle points, footing breaks and line points at 100' intervals for runs over 150 feet
- Flag sign locations
- Fences Stake angle points, gates and line points at 100' intervals for runs over 150 feet
- Flag property line for fence/wall located on or near PL

TASK D - OPERATIONS & MAINTENANCE MANUAL

HANNA & BRUNETTI will provide project operations & maintenance manuals for facilities that require technical instructions for operating personnel

TASK E - ADDITIONAL ENGINEERING SERVICES

This TASK ORDER does not include the following tasks which may be required Such tasks will be provided upon written authorization of the City

- 1 Geotechnical Engineering - including test borings, sampling and analysis, soils reports and recommendations, and materials testing Geotechnical engineering services are required for construction testing and a separate contract shall be issued by the City to a Geotechnical Engineering firm
- 2 Boundary surveys, establishment of boundaries and property corners, preparation of legal descriptions, or related computations and drawings
- 3 Coordination with the State DOHS, County DOEH, LAFCO, RWQCB, FmHA, SPRR, etc beyond submittal for permits
- 4 Value Engineering - including review of the work of other engineers to determine whether a proposed solution is optimum and, if not, to suggest a better approach for meeting the project's functional and financial criteria

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- 5 Assistance to the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
- 6 Preparation of detailed applications and supporting documents for government grants or advances for public works projects
- 7 Preparation of environmental assessment and impact statements and other assistance to the City in connection with public hearings
- 8 Master planning beyond the immediate project or assessment of the completed project's ability to meet the ultimate larger area's design intent relative to capacity, maintainability, operability, or reliability
- 9 Perform review of payroll records, conduct labor compliance interviews, and determine compliance with prevailing wage rates per Sections 1770 to 1780 of the California Labor Code

The above tasks may be performed on a time and materials basis per the Agreement or as a separate TASK ORDER, as requested by the City

DELIVERABLES

HANNA & BRUNETTI will provide the following items which constitute the only anticipated deliverables for this project

- 1 Water system master plan document
- 2 Preliminary engineering report
- 3 Project topography at 1"=40' or appropriate scale
- 4 Three (3) sets of P&S at the 90 percent level
- 5 Preliminary engineer's estimate of probable construction costs at the 90 percent level
- 6 Ten (10) sets of P&S at the 100 percent level
- 7 Engineer's estimate of probable construction costs at the 100 percent level
- 8 Twenty-five (25) sets of P&S at the 100 percent level

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