

RESOLUTION NO. 2464**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF A TWO YEAR
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 Manager/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 documents hereunto attached, marked "Exhibit A, Schedules 1 and 2", 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 18th day of October, 1995, 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

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CITY and/or HANNA & BRUNETTI shall have the right to subcontract such services to such other firm as is acceptable to both the CITY and the ENGINEER

C PERSONNEL

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 thirty (30) 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 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

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- 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 canceled or modified without at least thirty (30) 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.

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CITY ENGINEERING SERVICES AGREEMENT
EXHIBIT "A"

SCHEDULE OF CHARGES

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.

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SCHEDULE 2 (DEVELOPER/THIRD PARTY FUNDED)

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Personnel Classification	Hourly Rate
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OFFICE AND PROFESSIONAL

Principal Engineer (City Engineer)	\$100 00
Senior Associate Engineer/Project Manager	98 00
Associate Engineer/Project Manager	92 00
Project Engineer	75 00
Surveyor	75 00
Design Engineer	58 00
Landscape Architect	50 00
Junior Civil Engineer	50 00
Technician	47 00
Senior Inspector	66 00
Inspector	58 00
CADD Draftsperson	50 00
Draftsperson	48 00
Clerical (Technical Typing)	34 50

FIELD

Two-Person Survey Crew	\$135 00
Three-Person Survey Crew	185 00

MISCELLANEOUS EXPENSE SCHEDULE

CADD and data processing computer services	\$50 00
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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CITY ENGINEERING SERVICES AGREEMENT
EXHIBIT "B"

OUTSTANDING ENGINEERING OBLIGATIONS

(List by City)

STER LIST FOR ON-SITE DIAGONAL PARKING DESIGNATION

(RESOLUTION NO. 2466)

<u>BLOCK NO.</u>	<u>SPECIAL DESIGNATION</u>	<u>NO. OF STALLS</u>
100	North	27
100	South	26
200	North	27
200	South	25
300	South	17
100	South	21
100	South	18
200	South	22
100	South	11
500	North	20
500	South	14