

RESOLUTION NO. 4337

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
JAMES FREED DESIGN FOR A CONTRACT IN AN AMOUNT NOT TO EXCEED
\$25,000 FOR EXHIBIT PLANNING AND DESIGN SERVICES FOR THE LOS COCHES
ADOBE MUSEUM**

WHEREAS, the City has a need to contract for exhibit planning and design services for the interpretive exhibit of the Los Coches Adobe Museum to prepare the planning documents associated with the award of a \$149,000 California Cultural and Historic Endowment grant; and

WHEREAS, a Request for Proposals (RFP) was issued for exhibit planning and design services to develop the conceptual design for the Los Coches Adobe Museum; and

WHEREAS, responses from five (5) consulting firms were received from David Price Design, Gilbert Arnold Sanchez, Sleeping Dog Design, Platypus, and James Freed Design & Associates; and

WHEREAS, after interviewing each consulting firm and giving due consideration to the proposals, the experience and qualifications of the consultant firms and available references, Staff is recommending that a two year agreement for planning consulting services be awarded to James Freed Design and Associates, in an amount not to exceed \$25,000; and

WHEREAS, the City has budgeted and reserved \$150,000 in the Fiscal Year 2008-2009 City General Fund budget as the cash match associated to the award of the California Cultural and Historic Endowment grant.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the City Manager, or her designee, is hereby authorized to execute a standard professional services contract, attached as "Exhibit A," and by this reference incorporated herein with James Freed Design and Associates, for exhibit planning and design services subject to minor modification and subsequent approval by the City Attorney, in an amount not to exceed \$25,000. The contract will be paid for with a California Cultural and Historic Endowment Grant in the amount of \$10,000 and \$15,000 of the cash match funds budgeted and reserved in the Fiscal Year 2008-2009 City General Fund budget.

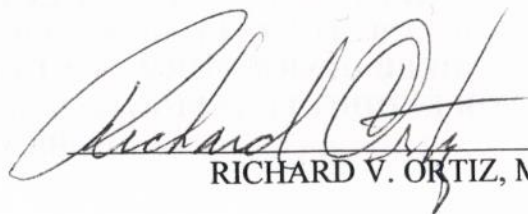
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 18th day of February, 2009, by the following vote:

AYES, and in favor thereof, Councilmembers: Richard J. Perez, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Martha Camacho, Mayor Richard Ortiz

NOES, Councilmembers: None

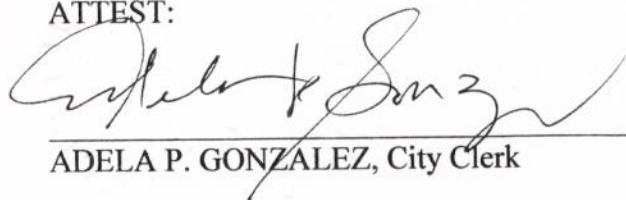
ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None



RICHARD V. ORTIZ, Mayor

ATTEST:



ADELA P. GONZALEZ, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOLEDAD AND
James Freed Design**

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") and **James Freed Design** ("Consultant") (together referred to as the "Parties") as of **February 18, 2009** (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **February 18, 2011**, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.
- 1.5 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute as public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the Labor Code applicable to public works, to the extent set forth in Exhibit B.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Twenty Five Thousand Dollars and 00/100 (\$25,000), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.