

RESOLUTION NO. 4428

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR
PROFESSIONAL SERVICES WITH LAN ENGINEERING INC. IN AN AMOUNT NOT
TO EXCEED \$845,832 FOR THE PREPARATION OF A PROJECT APPROVAL
REPORT AND ENVIRONMENTAL DOCUMENT (PAED) FOR A PROPOSED
INTERCHANGE AT HIGHWAY 101 AND MORANDA ROAD**

WHEREAS, various proposed developments are planned within the City of Soledad and its sphere of influence; and

WHEREAS, the traffic analyses for the proposed developments indicate deficiencies in the existing interchange at Highway 101 and Moranda Road and there is a need for a new interchange to accommodate proposed developments; and

WHEREAS, the first step in evaluating a new interchange is the preparation of a "project study report" ("PSR") evaluating various aspects of improvement alternatives necessary to serve long and short term development; and

WHEREAS, Omni-Means Inc. has prepared the PSR and is submitting it to Caltrans for approval; and

WHEREAS, the next step in the development of the new interchange is the preparation of the Project Approval Report and Environmental Document (PAED); and

WHEREAS, staff issued a Request for Proposals (RFP) to qualified transportation planning and engineering firms experienced in preparing PAED's on May 26, 2009; and

WHEREAS, on August 26, 2009, representatives of Caltrans, Transportation Agency for Monterey County (TAMC), City of Monterey and City of Soledad interviewed five firms and recommended that the City select LAN Engineering to prepare the Project Approval Report and Environmental Document (PAED); and

WHEREAS, on August 5, 2009, the City Council adopted the 2009-10 Capital Budget for CIP projects that include the preparation of the PAED for the proposed interchange at Front/Moranda Streets and allocates \$503,185 from Fund 700 (Capital) and \$342,647 from Fund 200 (Special Revenue) for a total of \$845,832.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Soledad that a Contract for professional services between the City and LAN Engineering ("Consulting Services Agreement Between the City of Soledad and LAN Engineering"), a copy of which is attached hereto and by this reference incorporated herein, in an amount not to exceed \$845,832, is hereby approved. The City Manager is hereby authorized to execute this Agreement on behalf of the City of Soledad.

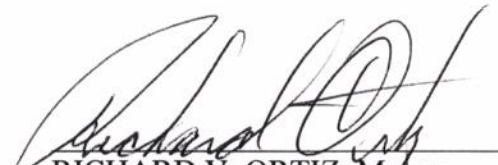
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 7th of October, 2009, by the following vote:

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

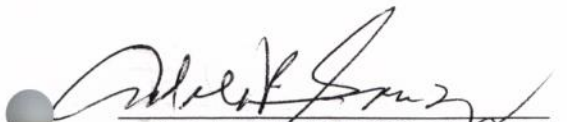
NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None


RICHARD V. ORTIZ, Mayor

ATTEST:


AELA P. GONZALES, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOLEDAD AND
LIM & NASCIMENTO ENGINEERING (LAN)**

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") and Lim and Nascimento Engineering (LAN) ("Consultant") (together sometimes referred to as the "Parties") as of October 8, 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 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 October 8, 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 in the manner and 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 a 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 C. Consultant shall waive, indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **\$845,832.00**, 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