

**RESOLUTION NO. 5034**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING AN AMENDMENT TO A NON EXCLUSIVE CONSULTING SERVICES AGREEMENT FOR DESIGN SERVICES WITH BELLINGER FOSTER STEINMETZ LANDSCAPE ARCHITECTURE AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT ON BEHALF OF THE CITY OF SOLEDAD FOR THE CHESTER AAROE (LITTLE LEAGUE) PARK BALLFIELD LIGHTING PROJECT IN THE AMOUNT OF \$20,650**

**WHEREAS**, the City has a need for stadium lighting for the heavily utilized Chester Aaroe (Little League) Park; and

**WHEREAS**, the City's Parks and Recreation Committee has met and recommends stadium lighting at Chester Aaroe (Little League) Park; and

**WHEREAS**, on May 7, 2014, Council awarded a Non-Exclusive Consulting Services Agreement, in the amount of \$183,560.00, with Bellinger Foster Steinmetz Landscape Architecture (BFS LA) to perform design and construction management services for parks projects, including ballfield stadium lighting design; and

**WHEREAS**, Staff is recommending that the Council approve and authorize the City Manager to execute a Non-Exclusive Consulting Service Agreement Amendment with Bellinger Foster Steinmetz Landscape Architecture for design services for the Chester Aaroe (Little League) Park ballfield lighting project; and

**NOW THEREFORE, BE IT HEREBY RESOLVED**, by the City Council of the City of Soledad that the "Non-Exclusive Consulting Services Agreement Amendment" between the City and Bellinger Foster Steinmetz Landscape Architecture in the Amount of \$20,650, a copy of which is attached hereto as Exhibit "A" and by reference incorporated herein, is hereby approved and the City Manager is hereby authorized and directed to execute the same 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 1<sup>st</sup> day of October, 2014 by the following vote:

**AYES**, and in favor thereof, Councilmembers: Christopher K. Bourke, Richard J. Perez, Mayor Pro Tem Alejandro Chavez and Mayor Fred J. Ledesma

NOES, Councilmembers: None


ABSTAIN, Councilmembers: None.

ABSENT, Councilmembers: Patricia D. Stephens



FRED J. LEDESMA, Mayor

ATTEST:



ADELA P. GONZALEZ, City Clerk




October 1, 2014

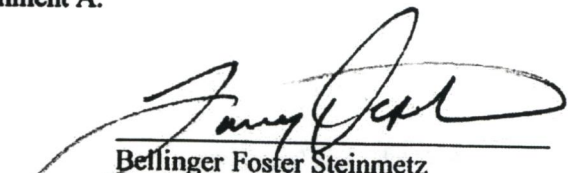
**CONTRACT AMENDMENT NUMBER 1  
TO THE CONTRACT TITLED:**

**NON EXCLUSIVE CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SOLEDAD AND  
BELLINGER FOSTER STEINMETZ LANDSCAPE ARCHITECTURE (BFS LA)**

On May 7, 2014, the City Council of the City of Soledad awarded a Non Exclusive Consulting Services Agreement to Bellinger Foster Steinmetz Landscape Architecture (the "Agreement"). The parties hereto now agree that the Agreement is amended as follows:

1. Section-2 Compensation is increased by an additional \$20,650 for the Chester Aaroe (Little League) Park Ballfield Lighting Project, thereby increasing the total cost of the Agreement to a not-to-exceed amount of \$204,210.
2. Scope of Services. The Scope of Services to the original Consulting Services Agreement, is hereby amended to include additional services for the design of stadium lighting at Chester Aaroe (Little League) Park, as described in Attachment "A" hereto.
3. All other terms and conditions of the Agreement shall remain in full force and effect, and shall be applicable to the work described in Attachment A.

  
\_\_\_\_\_  
Adela P. Gonzalez  
City Manager  
City of Soledad

  
\_\_\_\_\_  
Bellinger Foster Steinmetz  
Landscape Architecture

September 4, 2014  
831-223-5173  
Fax 678-3965  
[Donald.Wilcox@CityofSoledad.com](mailto:Donald.Wilcox@CityofSoledad.com)

Donald T. Wilcox, P.E.  
Public Works Director/City Engineer  
City of Soledad  
248 Main St.  
Soledad, CA 93960



**RE: SOLEDAD LITTLE LEAGUE/Lighting Design and Implementation**

Don:

BFS is happy to assist the city with the management of the design and installation of field lighting at Little League Park. Included here is Aurum Consulting Engineers proposal. To simplify things, I have included Aurum's scope directly as they will be doing the lion's share of the design.

BFS will prepare the project cover sheet and site plan for Aurum's use. BFS will package the construction documents, and technical specifications, and edit the city boilerplate (Notice to Contractors, Bid Proposal, General and Supplemental Conditions, Agreement, bonds, etc) for bidding. We will then assist the city with the bidding process and in preparation of any addenda that may be required. During construction, we will manage the design teams responsibilities in answering RFI's, submittal reviews and site meeting minutes, as-built plans and close out. Aurum has included fee during construction for site reviews etc. Our efforts will not be redundant, but simply managing the efforts. We do recommend that BFS attend the pre-bid and pre-con meetings and at least three site meetings during construction, including the final. In addition, we have included a fee for geotechnical borings for the light foundation structural design. The total fee requested is as outlined below:

BFS:	\$8,750 (Including Design Team Reimbursable Expenses)
Aurum:	\$9,100
Grice Eng.	\$2,000 (Estimate. Will send actual proposal upon receipt)
<u>Reim. Exp.</u>	<u>\$800</u>
<b>Total</b>	<b>\$20,650</b>

We hope you find the enclosed acceptable. Please feel free to call anytime with questions or comments.

Best Regards,

A handwritten signature in black ink, appearing to read 'Larry Foster', written in a cursive style.

Larry Foster, CLA #2683

Enclosure: Aurum Scope/Fee, BFS Schedule of Compensation

Soledad Little League Lights.2014.docx

425 Pacific Street, Suite 201, Monterey, California 93940 • (831) 646-1383 P • (831) 373-8653 F • [bfsla.com](http://bfsla.com)  
445 Sherman Avenue, Suite W, Palo Alto, California 94306 • (650) 326-6622 P • (650) 326-6626 F • [bfsla.com](http://bfsla.com)



**AURUM CONSULTING ENGINEERS MONTEREY BAY, INC.**

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August 13, 2014

Mr. Larry Foster  
BFS Landscape Architects  
425 Pacific Street, Suite 201  
Monterey, CA 93940

Re: City of Soledad Little League Stadium Lighting.  
Aurum Project No. 14173.00

Dear Larry,

We are pleased to have this opportunity to provide a proposal for the Electrical Design portion of the referenced project. Our scope of work is based on a visit to the project site, phone and email conversations regarding scope.

We propose to provide complete design of the electrical working drawings and specifications to facilitate construction of the project.

Our Scope of Work will include the following:

- a. Site visit to establish existing conditions to the extent necessary to accomplish the electrical design.
- b. Electrical Demolition Plans.
- c. Coordination with Utility Companies.
- d. Coordination with sports lighting manufacturer.
- e. Load Calculations and Single Line Diagram.
- f. Electrical Service and Distribution.
- g. Power and Lighting Plans.
- h. Lighting Control.
- i. Title 24 Lighting Calculations.
- j. Green Building Standards Code Compliance Assistance for required measures.
- k. One review meeting with City.
- l. Coordination with Landscape Architect.
- m. Electrical Specifications.
- n. Opinion of probable cost.
- o. Construction Support Services.

Our total design fee for the services outlined above is \$ 9,100.00

Reproduction costs over and above scheduled submittals to the Architect will be charged at cost plus 15 %. The reproduction costs pertain to additional sets of drawings beyond one progress/coordination and one final set.

Construction support includes review of submittals, responding to questions from the field, one on site review of the Contractor's work upon request and a final walk through

observation report of the completed work. Regularly scheduled job meetings during construction or periodic on site inspections are not included in our scope of work (weekly or bi-weekly meetings).

Not included in our basic scope of work:

- a. Electrical utility design (power, telephone & cable TV) beyond the Project property lines.
- b. Electrical Demolition Plans.
- c. Data Cabling (or active electronics).
- d. CATV System Design.
- e. Telephone Cabling (or telephone switch design).
- f. Fire Alarm system design.
- g. Paging / local sound system design.
- h. Green Building Code (Cal Green) voluntary measures.
- i. Mechanical controls.
- j. Title 24 certification, commissioning, testing and documentation.
- k. Emergency Generator design.
- l. Fire Pump design.
- m. Security System design.
- n. CCTV system design.
- o. Bid review.
- p. As – built drawings.
- q. Power coordination study etc.
- r. Preparation or review of energy rebate applications.
- s. LEED Certification.
- t. Value Engineering Reviews.
- u. Design using Revit or other BIM software.

All drawings, details, specifications, reports, calculations and etc. are the property of Aurum Consulting Engineers Monterey Bay, Inc. Aurum Consulting Engineers Monterey Bay, Inc. grants a one-time non-exclusive license for one time use on this specific project for the engineering work covered by this agreement and may not be used by the Client for any other endeavor without written consent.

The above proposed fee does not include fees assessed by agencies as a result of obtaining information, plans, existing conditions, etc. in order to accomplish our Scope of Work. These will be considered out-sourced expenses should they occur.

Additional compensation will be requested when:

- Revisions are requested after the substantial completion of the documents;
- It is necessary to review of change orders not initiated by or as a result of our design.
- When additional work not in the scope of work listed above (included services) is requested.

## **Agreement Terms**

An invoice for Aurum Consulting Engineers, services will be submitted monthly. Invoices are payable within 30 days after the invoice date.

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

If the client objects to any portion of the invoice, the Client shall notify Aurum Consulting Engineers in writing within ten calendar days of receipt of invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute.

Any claims or disputes arising between Aurum Consulting Engineers Monterey Bay Inc. and the Client shall be submitted to non-binding mediation. The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Aurum Consulting Engineers Monterey Bay Inc., Aurum Consulting Engineers Monterey Bay Inc.'s officers, directors, employees, agents and sub consultants from and against all damage, liability and costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities, or costs attributed to the sole negligence or willful misconduct of Aurum Consulting Engineers Monterey Bay Inc.

In recognition of the relative risks, rewards and benefits of the project to both Aurum Consulting Engineers Monterey Bay Inc. and the Client, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Aurum Consulting Engineers Monterey Bay Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed Aurum Consulting Engineers Monterey Bay Inc. Insurance coverage in effect on the contract date. Such causes include, but are not limited to, Aurum Consulting Engineers Monterey Bay Inc. negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

This agreement may be terminated upon giving written notice by the Client or Aurum Consulting Engineers Monterey Bay Inc. should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay Aurum Consulting Engineers Monterey Bay Inc. for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses. Any litigation between the parties shall be adjudicated in the County of Monterey, California.

Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client and payment is due regardless of suspension or termination of the Agreement by either party.

We trust that the above is in agreement with your understanding of our participation in this project and meets with your approval. We are most interested in your input and if

there is something about our proposal which needs further explanation or if you would like to make adjustments in the scope-of-work please contact us.

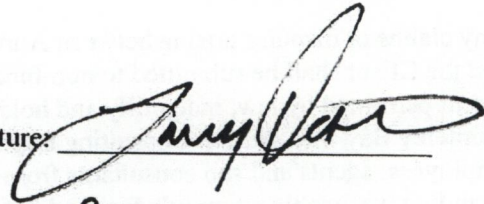
Please indicate your acceptance of this proposal by signing this letter and returning the same to our office, retaining the copy for your records. This Proposal and pricing will expire in 90 days if written agreement is not received.

Sincerely,

Martín H Pérez  
Principal  
Aurum Consulting Engineers

Accepted:

Signature: \_\_\_\_\_



Title: \_\_\_\_\_

*Pres*

Printed Name: \_\_\_\_\_

*Larry Foster*

Dated: \_\_\_\_\_

*Oct. 6, 2014*