

RESOLUTION NO. 5347

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING A CONTRACT FOR PROFESSIONAL SERVICES WITH MNS
ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$94,930 TO PROVIDE
CONTRACT GRANT WRITING SERVICES FOR THE 2017 COMMUNITY
DEVELOPMENT BLOCK GRANT CYCLE**

WHEREAS, in September 2017 the California Department of Housing and Community Development released the Notice of Funding Availability for the 2017 Community Development Block Grant cycle; and

WHEREAS, the City of Soledad is in need to determine projects and secure outside professional assistance for a grant writer to prepare the application; and

WHEREAS, the City of Soledad has a list of pre-qualified firms to provide technical assistance for projects as needs arise and solicited three proposals; and

WHEREAS, the City selected MNS Engineers, Inc. to provide grant writing services for the Project, in the base contract amount of \$94,930.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the Agreement between the City and MNS Engineers, Inc., in an amount not to exceed \$94,930, a copy of which is attached hereto as **Exhibit A** and by this reference incorporated herein, is hereby approved and the City Manager is authorized and directed to execute the same on Behalf of the City.

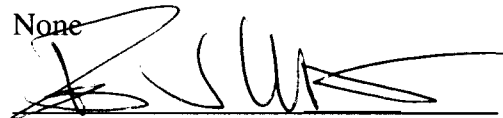
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 4th day of October, 2017, by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher Bourke, Anna Velazquez, Carla Stewart, Mayor Pro Tem Alejandro Chavez and Mayor Fred Ledesma


NOES, Councilmembers: None

ABSENT, Councilmembers: None

ABSTAIN, Councilmembers: None



FRED LEDESMA, Mayor

ATTEST:


City Manager/City Clerk



**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOLEDAD AND
MNS ENGINEERS, INC.**

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") and MNS Engineers, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of October 4, 2017 (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 4, 2018, 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.**
N/A

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **\$94,390**, 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.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed \$ 79,570. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and

amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto).

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City. 10-day notice of cancellation applies for non-payment of premium.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage

for a minimum of five years after completion of work under this Agreement.

- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4.5 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant agrees to, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, , indemnify, and hold City, its officers, employees, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, ("Claims"), however, only to the extent caused by, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an

agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

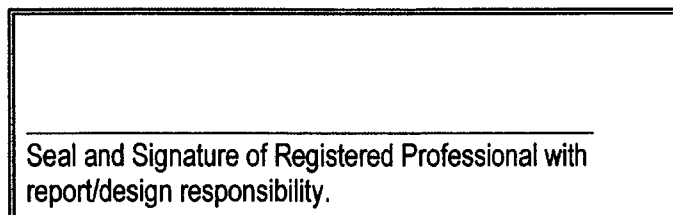
- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Donald Wilcox, Public Works Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:

Greg Jaquez, PE
Principal Project Manager
MNS Engineering, Inc.
1055 E. Colorado Boulevard, Suite 500
Pasadena, CA 91106

Any written notice to City shall be sent to:

Donald T. Wilcox
Public Works Director
City of Soledad
248 Main Street
Soledad, CA 93960

- 10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOLEDAD



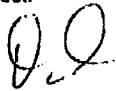
Michael McHatten, City Manager

CONSULTANT



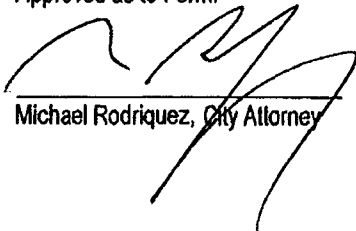
MNS Engineers, Inc.

Attest:



Michael McHatten, City Clerk

Approved as to Form:



Michael Rodriguez, City Attorney

September 29, 2017

Mr. Donald Wilcox, PE, Director of Public Works
City of Soledad
248 Main Street
Soledad, CA 93960

**Proposal for Grant Writing Services
City of Soledad Fire Station Rehabilitation, Wastewater Effluent Reuse Distribution System, and
Parks and Recreation Master Plan
2017 Community Development Block Grant**

Dear Mr. Wilcox,

Thank you for the opportunity to provide grant writing services to secure Community Development Block Grant funding for the subject projects.

Enclosed is our proposal to provide grant writing services for a total fee of \$94,930. We look forward to working with the City of Soledad.

Sincerely,

MNS Engineers, Inc.

Greg Jaquez, PE
Principal Project Manager
Government Services Division
(323) 484-5737 DIRECT
gjaquez@mnsengineers.com

Encl. [CDBG Grant Writing Fee Proposal]

GAJ:gaj

C:\USERS\G\JAQUEZ\MNS\ENGINEERS\ONEDRIVE\DOCUMENTS\SOLEDAD\MNS CDBG GRANT WRITING PROPOSAL.DOCX

**Proposal for Grant Writing Services
City of Soledad Fire Station Rehabilitation, Wastewater Effluent Reuse Distribution System, and
Parks and Recreation Master Plan
2017 Community Development Block Grant**

Project Understanding

MNS Engineers (MNS) understands that the City of Soledad (City) is seeking consultant support to prepare a grant application under the Community Development Block Grant (CDBG) Program offered by the California Department of Housing and Community Development (HCD). The City has undertaken efforts to examine the feasibility and cost of a structural seismic upgrade to its fire station which is a 70-year-old structure. Additional examination of the fire station is needed to produce a concept-level understanding of the scope and cost of a full rehabilitation and remodel of the facility. The City has also prepared a Conceptual Design Report for a Wastewater Effluent Reuse Distribution System. Lastly, the City is interested in preparing a Parks and Recreation Facilities Master Plan since the existing Parks Master Plan does not address capital improvement needs. Collectively, these two project activities plus the one planning activity comprise the project needs for which the City will apply for CDBG funding.

Project Approach

Two distinct major tasks are required to be carried out in parallel in order complete production of the CDBG application. First is the preparation of the application itself with all supporting documentation and research. Second is the development of a concept-level design and report with cost estimate for the full rehabilitation and remodel of the fire station. The architectural firm, Aetypic, will carry out this task. The information developed in the concept design and estimate is needed for use in the grant application. MNS will work closely with the City staff to collect and utilize readily available information and data for each of the application project activities. This information will be needed to develop the application package and match it with project funding requirements.

MNS Tasks

MNS Task 1.0 – Project Management

A. Project Administration

MNS will assist with establishing an organization of the project team with respective roles between MNS, subconsultant, and City staff, at the discretion of the City. In all matters, MNS will report directly to the City. MNS will act as the coordinating point on all matters pertaining to the development of the grant application at the discretion of the City. The MNS Project Manager (PM) will be responsible for controlling the budget, schedule, quality of MNS' work and progress of action items for tasks necessary to deliver the grant application. The MNS PM will maintain a

project file in which project all project documents including draft and final application materials, schedules, budget documents, reports and studies, data, photo images, graphics, and correspondence will be stored.

Deliverable: Project File

B. Meetings and Communications

MNS will hold a kickoff meeting by teleconference with the representatives of the City to review the scope and schedule for completing the grant applications and to affirm the strategy for developing the application relative to the project funding needs. Communications with the City will be ongoing as needed to exchange information and provide the City opportunities to review draft work products. MNS will be responsible for preparation of an agenda and meeting minutes for the kickoff meeting and subsequent meetings that the City determines are needed.

Deliverables: Agenda
Meeting Minutes
Email Communications

MNS Task 2.0 – Grant Application Preparation

MNS will utilize collected information and the field investigation to develop narrative responses to applications questions, analyze numerical data to produce metric-based responses, and produce supporting attachments where applicable such as maps, preliminary plans, graphics, and data tables. MNS will serve as a ready check to ensure financial information is accurate and satisfies matching fund requirements. For application responses based on work previously completed and outreach already conducted, MNS will work closely with City staff to expand the understanding and background behind efforts to date in order to capture the understanding behind the project's need, to tell a compelling story, and to fashion a precisely responsive narrative.

MNS will contact the designated HCD contact staff person, as needed, to ensure application content is appropriate and sufficient throughout the preparation of the application.

A draft of the application will be submitted to City staff for review and comment. Upon receipt of comments from the City, MNS will incorporate the comments and make necessary revisions to the applications documents. MNS will produce the final hard print original and electronic copy of the grant application in PDF format so it may be submitted by postal or private carrier as required by grant guidelines. Since the hard print original of the application must contain a wet signature, MNS will coordinate with the City to have the City make arrangements for its delivery to HCD by the due date.

The schedule for completion and delivery of the grant application is enclosed in this proposal.

Deliverables: Application Form
Project Location Maps
Letters of Support

Task 3.0 – External Advocacy/Support Letters

Attachments to the application will include letters of support for the project. MNS proposes to generate support letters from local elected officials and any other interested organizations, businesses, or individuals which the City might direct MNS to contact. MNS will make contact with any organization or individual as directed by the City to solicit support. Each contact will be an opportunity to obtain a reference for others to contact and seek support. The burden of letter writing will be minimized by MNS providing a draft support letter to each contact. Wording of the draft support letter can be modified or customized to reflect the interest of the person or organization offering support.

Deliverables: Support Letters

Aetypic Tasks

Aetypic Task 1.0 – Site Investigation, Meetings & Initial CAD

Aetypic will conduct a site visit following the guidance of City staff, including Fire Department personnel. The site visit will be an opportunity to gather more precise information and photos on specific elements of the project location and verify general scoping. Aetypic will collect and review information requested at the site meeting, including as-built plans of the fire station, as well as information independently researched.

Deliverables: Photo Sets
Base Plans

Aetypic Task 2.0 – Concept Design

Aetypic will produce initial sketches for interior and exterior renovation of the fire station. After review of design ideas with City staff, Aetypic will refine the design ideas for the cost estimator. Aetypic will also produce a HAZMAT assessment and report for the fire station site.

Deliverables: Initial and Refined Design Sketches
HAZMAT Report

Aetypic Task 2.0 – Report

Aetypic will prepare a report outlining the overall condition the fire station building, an assessment of mechanical/electrical/plumbing systems, and a concept-level cost estimate for the complete renovation of the building. Aetypic will also conduct a seismic study of the structure.

Deliverables: Building Condition Report
MEP Report
Cost Estimate
Seismic Study

Schedule

SEE ATTACHMENT A

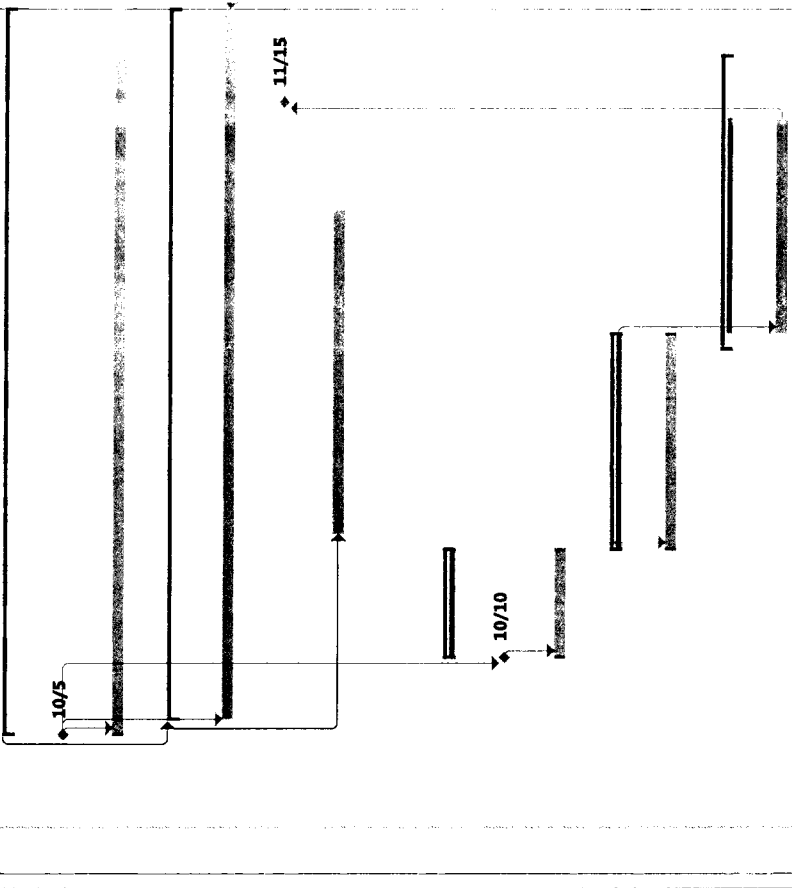
Fee Proposal

MNS proposes to provide the aforementioned services for a total fee of \$94,930.

SEE ATTACHEMENT B

CITY OF SOLEDAD
2017 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

ID	Task Name	Duration	Start	Finish	10/1	10/8	10/15	10/22	10/29	11/5	11/12	11/19
1	MNS Task 1 - Project Management	33 days	Thu 10/5/17	Mon 11/20/17								
2	Kickoff Meeting	0 days	Thu 10/5/17	Thu 10/5/17								
3	Administration and Communications	33 days	Thu 10/5/17	Mon 11/20/17								
4	MNS Task 2 - Grant Application Preparation	32 days	Fri 10/6/17	Mon 11/20/17								
5	Prepare Application	32 days	Fri 10/6/17	Mon 11/20/17								
6	Resolution Adoption	0 days	Wed 11/15/17	Wed 11/15/17								
7	MNS Task 3 - External Advocacy/Support Letters	15 days	Wed 10/18/17	Tue 11/7/17								
8												
9	Aetypic Task 1 - Site Investigation, Meetings & Initial CAD	5 days	Tue 10/10/17	Mon 10/16/17								
10	Site Meeting	0 days	Tue 10/10/17	Tue 10/10/17								
11	Base Plans	5 days	Tue 10/10/17	Mon 10/16/17								
12	Aetypic Task 2 - Concept Design	10 days	Tue 10/17/17	Mon 10/30/17								
13	Initial Sketches and Refinement of Ideas	10 days	Tue 10/17/17	Mon 10/30/17								
14	Aetypic Task 3 - Report	15 days	Mon 10/30/17	Fri 11/17/17								
15	Cost Estimate	10 days	Tue 10/31/17	Mon 11/13/17								



Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Project: CDBG Application Schematics
Date: Fri 9/29/17

Attachment B

PROPOSAL FOR GRANT WRITING SERVICES CITY OF SOLEDAD 2017 COMMUNITY DEVELOPMENT BLOCK GRANT		MINS		Total Resource Hours	Total Resource Costs
		Project Manager	Senior Grant Writer		
		\$200	\$160		
Task 1		8.00	8.00	16.00	\$2,880
Task 1 Subtotal		8.00	8.00	16.00	\$2,880
Task 2		12.00	52.00	64.00	\$10,720
Task 2 Subtotal		12.00	52.00	64.00	\$10,720
Task 3		4.00	6.00	10.00	\$1,760
Task 3 Subtotal		4.00	6.00	10.00	\$1,760
Hours		24	66	90	
Cost		\$4,800	\$10,560		\$15,360
Total					

