


TO: JAMES L. APP, CITY MANAGER  
FROM: BOB LATA, COMMUNITY DEVELOPMENT DIRECTOR   
SUBJECT: CONSULTANT SERVICES AGREEMENTS FOR ENGINEERING  
DATE: FEBRUARY 1, 2000

Needs: For the City Council to consider approval of a resolution designating authority to sign subdivision maps and authorizing execution of related consultant services agreements.

- Facts:
1. In order for the City to approve Final subdivision and parcel maps, the maps must be checked for technical accuracy and signed by an engineer or land surveyor with the required certifications.
  2. With the recent departure of the Public Works Director, it has become necessary to utilize private sector engineers / surveyors to sign Final maps.
  3. The attached Resolution would formally appoint two local firms, North Coast Engineering and Vaughan Surveys, with the authority to check subdivision maps for technical accuracy and sign such maps on behalf of the City.
  4. The proposed Agreements reflect input from both the consulting engineers and the City Attorney.

Analysis  
and

Conclusion: The City has been informally obtaining signatures on final subdivision maps. The attached Resolution and Agreements would formalize the process. The Agreement with North Coast Engineering would also recognize and incorporate a broader scope of work that they are performing as a technical consultant to the City.

Policy

Reference: Consultant Services

Fiscal

Impact: Expenditures will be either reimbursed by applicants or within established budgets.

- Options:
- a. That the City Council approve the attached Resolution and authorize execution of the two consultant services agreements.
  - b. Amend, modify or reject option "a".

h:\bob\60\cc\00\rpt re eng svcs contract 21 Jan 00

RESOLUTION NO. 00-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES  
APPROVING CONSULTANT SERVICES AGREEMENT WITH  
NORTH COAST ENGINEERING, INC. AND VAUGHAN SURVEYS, INC.

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WHEREAS, the Director of Public Works for the City of El Paso de Robles (the "City") has resigned; and

WHEREAS, the City desires to retain a qualified individual or firm to verify that subdivision maps submitted to the City are technically correct, a duty previously carried out by the Director of Public Works; and

WHEREAS, pursuant to Government Code section 66442(a), the technical accuracy of subdivision maps submitted to the City may be verified by a City Surveyor;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES  
HEREBY RESOLVE AS FOLLOWS:

SECTION 1. North Coast Engineering, a California Corporation, is hereby delegated authority to verify the technical accuracy of subdivision maps that are submitted to the City. Steven J. Sylvester, an officer of North Coast Engineering and who is duly licensed to practice land surveying is designated as Interim City Surveyor, an officer of the City, and may sign subdivision maps on behalf of the city to verify the technical accuracy of subdivision maps in that capacity and provide supplementary engineering services upon request.

SECTION 2. The Agreement between the City and North Coast Engineering, in the form attached hereto as Exhibit A and incorporated herein by reference, is hereby approved by the City.

SECTION 3. Vaughan Surveys, Inc., a California Corporation, is hereby delegated authority to verify the technical accuracy of subdivision maps that are prepared by North Coast Engineering, and are then submitted to the City for review. Tom Vaughan, an officer of Vaughan Surveys and duly licensed land surveyor is designated as Interim Deputy City Surveyor, an officer of the City, and may sign to verify the technical accuracy of subdivision maps prepared by North Coast Engineering in that capacity.

SECTION 4. The Agreement between the City and Vaughan Surveys, in the form attached hereto as Exhibit B and incorporated herein by reference, is hereby approved by the City.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 1st day of February 2000 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Duane Picanco, Mayor

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Sharilyn M. Ryan, Deputy City Clerk

## CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the City of El Paso de Robles (the "City"), and North Coast Engineering, Inc., a California corporation, having its principal place of business at 725 Creston Road, Paso Robles (the "Consultant").

### Recitals

A. The Director of Public Works for the City has resigned and the City desires to retain a qualified individual or firm to perform specific duties previously provided to the City by the Director of Public Works.

B. The City desires to retain the Consultant to provide services by reason of its qualifications and experience, and the Consultant has offered to provide the required services on the terms and in the manner set forth in this Agreement.

### Agreements

THE CITY AND CONSULTANT HEREBY AGREE AS FOLLOWS:

1. Contract Coordination.

a. The City Engineer shall be the representative of the City and Project Manager for all purposes under this Agreement.

b. The Consultant shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for the Consultant. Steven J. Sylvester is hereby designated as the Contract Manager for the Consultant. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reasons, the Contract Manager designee shall be subject to the prior written acceptance and approval of the City's Contract Manager.

2. Scope of Services by Consultant. Consultant shall review all subdivision maps that are submitted to the City, and verify whether those maps are technically correct, except that, if Consultant has prepared a map submitted to the City, an alternative consultant shall review the map for technical accuracy. Consultant shall provide additional engineering and public works related services to the City, as mutually agreed upon by Consultant and the City. These services shall include but are not limited to, providing informal review and comment on engineering and public works related matters. All services rendered by Consultant beyond the scope of its responsibility to review all subdivision maps submitted to the City shall be authorized in advance, verbally or in written form, by the City Engineer.

3. Direction from City. The City shall furnish the Consultant with all existing maps, topographic maps, aerial photographs, soils reports and / or other similar information in possession of the City covering the work required. To the extent such information is not public and to the extent requested by the City, the Consultant shall treat said information as confidential and shall not reveal it to third parties without the prior approval of the City.

4. Time of Performance. The services of the Consultant are to commence upon the execution of this Agreement and shall be undertaken and completed within the time limits mutually agreed upon by the City and the Consultant.

5. Billings and Compensation. Each month the Consultant shall submit progress billings to the City which set forth the designated items of work for which the billings are submitted. Said billings shall be in accordance with the billing rate schedule contained in Exhibit A attached hereto and incorporated by reference herein. Upon approval of the City, but in any event no later than thirty (30) days after the receipt of the monthly progress statement billings from the

Consultant, the City shall remit to the Consultant payment for services rendered pursuant to the rate schedule in Exhibit A.

6. Interest of Consultant. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. The Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the City. It is expressly agreed that, in the performance of the services hereunder, the Consultant shall at all times be deemed an independent contractor and not an agency or employee of the City.

7. Interest of Members and Employees of City. No member of the governing body of the City and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any project to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his personal interests or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested.

8. Liability of Members and Employees of City. No officer, employee or agent of the City shall be personally liable to the Consultant or any successor in interest or to any other parties, whether transacting matters with the Consultant or otherwise, in the event of any default or breach of the City or for any amount which may become due to the Consultant or any successor in interest or for any obligations directly or indirectly incurred under the terms of this Agreement.

9. Consultant Not an Agent of City. The Consultant is an independent contractor and is not an agent of the City, and the City retains all rights of approval and discretion with respect to any project to which this Agreement pertains. The Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision or course of action, and the Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the City or that it or they have the power to bind or commit the City.

10. Employees of Consultant. If, in the performance of this Agreement, any third persons are employed as employees of the Consultant, such persons shall be employed by and shall be entirely and exclusively under the direction, supervision and control of the Consultant. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by the Consultant, and the City shall have no right or authority over said persons or the terms of such employment.

11. Insurance/Indemnification. The Consultant shall maintain its own automobile insurance, and shall maintain general liability insurance in a minimum amount of \$1,000,000 and shall cause the City of El Paso de Robles to be designated as an additional insured thereunder. The Consultant shall indemnify and hold the City harmless from any and all claims and liabilities related to or arising as a result of the Consultant's negligence and/or willful misconduct in the performance of its obligations pursuant to this Agreement. The City agrees to hold Consultant harmless from and indemnify Consultant from and against any and all damages, attorneys' fees, losses, costs and expenses which Consultant may incur as a result of a claim or claims against it, if any, by any third party, arising out of any wrongdoing, negligence and/or breach attributed to the City, alleged or

otherwise, that is related, in any manner whatsoever, to the Project or the City's involvement with the Project.

12. Assignment Prohibited. Neither the City nor the Consultant may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

13. Termination of Agreement. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by either party upon written notice to the other party. Upon such termination, all finished and unfinished documents, project data and reports shall, at the option of the City, become its property and shall be delivered to it or to any party it may designate. In the event of such termination, the Consultant shall not be entitled to any additional compensation over that already paid or owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment; provided, however, that the Consultant shall be entitled to compensation for work in progress at the time of termination.

14. Amendment. This Agreement may be amended or extended from time to time by the written agreement of the parties hereto.

15. Notices. Written notices and communications between the parties shall be sufficiently given if dispatched by first class mail, postage prepaid, addressed as follows:

CITY: James L. App, City Manager  
City Hall  
1000 Spring Street  
Paso Robles, CA 93446

CONSULTANT: Steven J. Sylvester, President  
North Coast Engineering  
725 Creston Road, Suite B  
Paso Robles, CA 93446

16. Integration. This Agreement is integrated, and contains all of the terms, considerations, understandings and promises of the parties with respect to the subject matter hereof; it shall be read as a whole.

17. Attorneys' Fees. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees.

18. Nondiscrimination. No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If Consultant is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, City shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to Consultant the sum of Twenty-five Dollars (\$25) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If Consultant is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, Consultant shall be found in material breach of the Agreement. Thereupon, City shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to Consultant the sum of



Two Hundred Fifty Dollars (\$250) for each calendar day during which Consultant is found to have been in such noncompliance as damages for said breach of contract, or both.

**IN WITNESS WHEREOF**, the City and the Consultant have executed this Agreement as of the date first above written.

THE CITY OF EL PASO DE ROBLES, a public  
body corporate and public

By \_\_\_\_\_  
Duane Picanco, Mayor "CITY"

Attest:

\_\_\_\_\_  
Sharilyn M. Ryan  
Deputy City Clerk

NORTH COAST ENGINEERING

By \_\_\_\_\_  
Steven J. Sylvester, President  
"CONSULTANT"



**NORTH COAST ENGINEERING, INC.**

Civil Engineering - Land Surveying - Project Development

**FEE SCHEDULE**

January 1, 1999

	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
	Principal Engineer	\$ 100.00
	Senior Civil Engineer	\$ 84.00
O	Civil Engineer	\$ 76.00
F	Project Manager	\$ 76.00
F	Project Engineer	\$ 72.00
I	Registered Land Surveyor	\$ 72.00
C	Assistant Civil Engineer	\$ 58.00
E	Senior Engineering Technician	\$ 53.00
	Engineering Technician	\$ 36.00
	Secretarial / Clerical	\$ 34.00
F		
I	Construction Inspector	\$ 58.00
E	Two-Man Survey Crew	\$115.00
L	Three-Man Survey Crew	\$150.00
D		

**EXHIBIT "A"**

**REIMBURSABLE EXPENSES**

- Actual cost of long distance telephone calls, express charges, postage, outside reproduction and survey supplies.
- Cost + 10% for outside professional consultants required for the work.
- Mileage at the rate of \$ .30/mile.
- In house reproduction and telecommunications costs as follows:

Xerox 2510 Prints	\$ .30 / Sq.Ft.	Mylar	\$3.00 / Sq.Ft.
Vellum	\$1.75 / Sq.Ft.	HP650C Color Plots	\$1.00 / Sq.Ft.
Photocopies	\$ .20 / each	Facsimile (transmit)	\$1.00 / Sheet

FEESCH99.SPC

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### Recitals

A. The Director of Public Works for the City has resigned and the City desires to retain a qualified individual or firm to perform specific duties previously provided to the City by the Director of Public Works.

B. The City desires to retain the Consultant to provide services by reason of its qualifications and experience, and the Consultant has offered to provide the required services on the terms and in the manner set forth in this Agreement.

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2. Scope of Services by Consultant. Consultant shall review all subdivision maps prepared by North Coast Engineering that are submitted to the City, and verify whether those maps are technically correct. All services rendered by Consultant shall be authorized in advance by the City.

3. Direction from City. The City shall furnish the Consultant with all existing maps, topographic maps, aerial photographs, soils reports and / or other similar information in possession of the City covering the work required. To the extent such information is not public and to the extent requested by the City, the Consultant shall treat said information as confidential and shall not reveal it to third parties without the prior approval of the City.

4. Time of Performance. The services of the Consultant are to commence upon the execution of this Agreement and shall be undertaken and completed within the time limits mutually agreed upon by the City and the Consultant.

5. Billings and Compensation. Each month the Consultant shall submit progress billings to the City which set forth the designated items of work for which the billings are submitted. Upon approval of the City, but in any event no later than thirty (30) days after the receipt of the monthly progress statement billings from the Consultant, the City shall remit to the Consultant payment for services rendered.

6. Compensation. The Consultant shall charge for services performed on an hourly basis at the rate of \$95.00 per hour.

7. Monthly Statements/Time of Payment. The Consultant shall submit monthly to the City a detailed statement of account which clearly sets forth by dates the designated items of work or costs for which the billing is submitted. Within thirty (30) days after receipt of the Consultant's monthly statement, the

City shall pay the Consultant for services rendered and costs as shown in such monthly statement.

8. Interest of Consultant. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. The Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the City. It is expressly agreed that, in the performance of the services hereunder, the Consultant shall at all times be deemed an independent contractor and not an agency or employee of the City.

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alleged or otherwise, that is related, in any manner whatsoever, to the Project or the City's involvement with the Project.

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Vaughn Surveys, Inc.  
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IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the date first above written.

THE CITY OF EL PASO DE ROBLES, a public body corporate and public

By \_\_\_\_\_  
Duane Picanco, Mayor "CITY"

Attest:

\_\_\_\_\_  
Sharilyn M. Ryan  
Deputy City Clerk

VAUGHAN SURVEYS

By \_\_\_\_\_  
Tom Vaughan "CONSULTANT"

