

RESOLUTION NO. 90-48

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PASO ROBLES
AUTHORIZING THE PENFIELD AND SMITH CONSULTANT'S SERVICES
AGREEMENT FOR THE LANDFILL OPERATIONS PLAN

WHEREAS, the State Solid Waste Management Board requires a periodic engineering review of the landfill and other documents; and

WHEREAS, the City of Paso Robles desires to engage Penfield and Smith to provide engineering services to meet these requirements for an amount not to exceed \$20,000.00.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council of the City of Paso Robles approve the Consultant's Services Agreement for Penfield and Smith for services as outlined in "Exhibit A" of the Consultant's Services Agreement.

Section 2. That the City Council authorize said work for a fee not to exceed \$20,000.00.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 3rd day of April, 1990 on the following vote:

AYES:	Russell, Conway, Cousins and Martin
NOES:	None
ABSENT:	Reneau



Steven W. Martin, Mayor

ATTEST:



Jerry Bankston, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.
CITY OF EL PASO DE ROBLES)

I,.....Jerry Bankston....., City Clerk/Deputy-City-Clerk of
the City of El Paso de Robles, California, do hereby certify that
the foregoingResolution No. 90-48..... was duly and
regularly adopted, passed and approved by the City Council of the
City of El Paso de Robles, California, at a .regular..... meeting
of said City Council held at the regular meeting place thereof, on
the3rd..... day ofApril....., 19.90....,
by the following vote:

AYES:.....Russell Conway,, Cousins and Martin.....

NOES:.....None.....

ABSENT:.....Reneau.....

ABSTAINED:.....None.....

Dated this.....3rd.....day of.....April, 1990.

Jerry Bankston
City Clerk and Ex-Officio Clerk of the
City Council, City of El Paso de Robles,
State of California

CONSULTANT'S SERVICES AGREEMENT

LANDFILL OPERATIONS PLAN

THIS AGREEMENT, made this 3rd day of April, 1990, by and between the CITY OF PASO ROBLES, California (hereinafter referred to as "CITY"), and PENFIELD AND SMITH, (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, CITY desires to retain a qualified individual, firm or business entity to provide Engineering Services; and

WHEREAS, CITY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. CONTRACT COORDINATION

a. CITY. The Public Works Director shall be the representative of CITY for all purposes under this Agreement and is hereby designated as the Contract Manager for the CITY, and shall supervise the progress and execution of this Agreement.

b. CONSULTANT. CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. CRAIG STEWARD is hereby designated as the Contract Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this

the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the CITY'S Contract Manager. CONSULTANT'S Contract Team is further described in Exhibit "A" attached hereto and incorporated herein by this reference. The individuals identified and the positions held as described in Exhibit "A" shall not be changed except by prior approval of CITY.

2. DUTIES OF CONSULTANT

a. Services to be furnished. CONSULTANT shall provide all specified services as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

b. Laws to be observed. CONSULTANT shall:

(1) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by CONSULTANT under this Agreement;

(2) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in CONSULTANT'S performance under this Agreement, or the conduct of the services under this Agreement;

(3) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above in

relation to any plans, drawings, specifications, or provisions of this Agreement.

(4) Immediately report to the CITY'S Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned in relation to any plays, drawings, specifications, or provisions of this Agreement.

c. Release of reports and information. Any mapping, reports, information, data, or other materials given to, or prepared or assembled by, CONSULTANT under this Agreement shall be the property of CITY and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the CITY'S Contract Manager.

d. Copies of mapping, reports and information. If CITY requests additional copies of mapping, reports, drawings, specifications, or any other material in addition to what the CONSULTANT is required to furnish in limited quantities as part of the services under this Agreement, CONSULTANT shall provide such additional copies as are requested, and CITY shall compensate CONSULTANT for the costs of duplicating of such copies at CONSULTANT'S direct expense.

e. Qualifications of CONSULTANT. CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

3. DUTIES OF CITY

CITY agrees to cooperate with CONSULTANT and to perform

that work described in Exhibit "A" attached hereto and incorporated by this reference.

4. COMPENSATION

The CONSULTANT will perform the work in phases as described in Exhibit "A". If separate phases are not indicated on said exhibit, then all work to be performed by CONSULTANT shall be considered to be included in a single phase.

CONSULTANT will bill CITY on a time and material basis upon completion of the project or as set forth in "Exhibit A". CITY will pay this bill(s) within 30 days of receipt. The CONSULTANT may not charge more than the amount shown in Exhibit "A" without prior approval of the CITY'S Contract Manager.

5. TIME FOR COMPLETION OF WORK

Program scheduling shall be as described in Exhibit "A" unless revisions to the exhibit are approved by the CITY'S Contract Manager and CONSULTANT'S Contract Manager.

6. TEMPORARY SUSPENSION

The CITY'S Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the date of temporary suspension.

7. SUSPENSION; TERMINATION

a. Right to suspend or terminate. The CITY retains the right to terminate this Agreement for any reason by notifying

CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of CONSULTANT, CITY shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT service which are of benefit to CITY. Said compensation is to be arrived at by mutual Agreement of the CITY and CONSULTANT and should they fail to agree, then an independent arbitrator is to be appointed and his decision shall be binding upon the parties.

b. Return of materials. Upon such termination, CONSULTANT shall turn over to the CITY immediately any and all copies of mapping, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT, and for which CONSULTANT has received reasonable compensation, or given to CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of CITY. CONSULTANT, however, shall not be liable for CITY'S use of incomplete materials or for CITY'S use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

8. INSPECTION

CONSULTANT shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the CITY'S Contract Manager's inspection and approval. The inspection of such work

shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

9. OWNERSHIP OF MATERIALS

All original drawings, mapping, and other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become the permanent property of the CITY, and shall be delivered to the CITY upon demand.

10. ASSIGNMENT: SUBCONTRACTORS: EMPLOYEES

This Agreement is for the performance of planning services of the CONSULTANT and is not assignable by the CONSULTANT without prior consent of the CITY in writing. The CONSULTANT may employ other specialists to perform services as required with prior approval by the CITY.

11. NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, by Certified Mail, addresses as follows:

CITY: Michael Grantham
Director of Public Works
City of Paso Robles
P.O. Box 307
Paso Robles, CA 93447

CONSULTANT: Penfield and Smith
1000 Mill Street
San Luis Obispo, CA 93401

12. 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

CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY.

13. INDEMNITY

CONSULTANT hereby agrees to indemnify and save harmless CITY, its officers, agents and employees of and from:

a. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any injury to or death of or damage to any person or corporation caused by any negligent act or omission of CONSULTANT under this Agreement or of CONSULTANT'S employees or agents;

b. Any and all damage to or destruction of the property of CITY, its officers, agents, or employees occupied or used by or in the care, custody, or control of CONSULTANT, or in proximity to the site of CONSULTANT'S work, caused by any negligent act or omission of CONSULTANT under this Agreement or of CONSULTANT'S employees or agents;

c. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of CONSULTANT under this Agreement, however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of CITY, its officers, agents, or employees;

d. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any

against CITY, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or copyrights or claims caused by the use of any apparatus, appliance, or materials produced or furnished by CONSULTANT under this Agreement; and

e. Any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit, when said violation of any law or regulation or of any term or condition of any permit is due to negligence on the part of the CONSULTANT.

14. WORKERS COMPENSATION

CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

15. INSURANCE

a. At the request of the CITY, CONSULTANT shall provide proof of comprehensive general liability insurance (\$300,000) (including automobile) satisfactory to the CITY.

b. CONSULTANT shall provide proof of special insurance of the types (such as "errors and omissions" or professional liability) and in the amounts as may be set forth on Exhibit "A".

16. AGREEMENT BINDING

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

17. WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

18. COSTS AND ATTORNEY'S FEES

The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

19. DISCRIMINATION

No discrimination shall be made in the employment of persons under this Agreement because of 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 if found to have been in such noncompliance as damages for said breach of contract, or both.

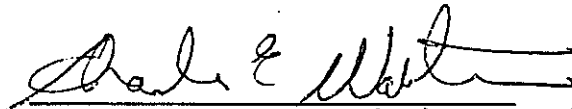
20. AGREEMENT CONTAINS ALL UNDERSTANDINGS

This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement

between CITY the CONSULTANT and supersedes all prior negotiations, representations, or Agreements, either written or oral. This document may be amended only by written instrument, signed by both CITY and CONSULTANT. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.


IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CONSULTANT:



CHARLES E. WATSON, PRES.

CITY:



STEVE MARTIN, MAYOR



JERRY BANKSTON, CITY CLERK

EXHIBIT A

LANDFILL OPERATIONS PLAN

PENFIELD AND SMITH

(ENGINEERS AND SURVEYORS)

1. SCOPE OF WORK

A. Phase I - Permit Review Package

1. Research and compile existing information as provided by the City.
2. Inspect site and compile Engineer's Periodic Review Report.
3. Plot boundaries and easements on map from information provided by the City.
4. Prepare a four-stage development plan.
5. Estimate future trash volumes and site service life.
6. Prepare a Report of Disposal Site Information.
7. Submit nine (9) copies of final documents by June 1, 1990.

Estimated Cost \$11,500.00

B. Phase II - Operations Plan

1. Map and inventory of current site facilities.
2. Description of appropriate methods of waste handling.
3. Traffic control.
4. Grading procedures.
5. Site development per permit.
6. Routine maintenance items.
7. Equipment replacement and servicing recommendations.
8. Recordkeeping.
9. Work schedule.
10. Safety procedures.
11. Training plan.
12. Required sampling and monitoring procedures as described in reports by others (if available).
13. Emergency plans and contact lists.
14. Submit six (6) copies of final report by August 1, 1990.

Estimated Cost \$8,500.00

2. CONSULTANT'S FEE

Consultant shall provide these services for a not to exceed amount of \$20,000.00.