RESOLUTION NO. 02-72

A RESOLUTION OF THE RIDGECREST CITY COUNCIL AWARDING THE CONTRACT FOR VALUATION OF CITY FIXED AND INFRASTRUCTURE ASSETS TO HARRIS & ASSOCIATES

WHEREAS, GASB 34 requires the City to complete a valuation of all fixed and infrastructure assets by June 30, 2002; and

WHEREAS, Request for Proposals were issued for this project and two qualified bids were received; and

WHEREAS, Harris & Associates was determined to be the lowest qualified bidder; and

WHEREAS, funding in the amount of $44,000 is available in the FY01-02 Budget; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Ridgecrest awards the contract in the amount of $44,000 to Harris & Associates for the valuation of City fixed and infrastructure assets.

APPROVED AND ADOPTED this 19th day of June 2002, by the following vote:

AYES: Mayor Morgan, Council Members Carter, Holloway, and Martin

NOES: None

ABSENT: Council Member Rollins

ABSTAIN: None

Steven P. Morgan
Steven P. Morgan, Mayor

ATTEST:

Harvey M. Rose
Harvey M. Rose
City Clerk

AGREEMENT FOR

CONSULTING SERVICES

As of June 19, 2002, **CITY OF RIDGECREST,** herein **"CLIENT"**, and **HARRIS & ASSOCIATES, INC.,** herein **"CONSULTANT", Agree as follows:**

1. PURPOSE

Pursuant to this agreement, **Consultant** shall provide services to **Client** as more particularly described below.

2. CONSULTANT'S SERVICES

CONSULTANT shall perform Consulting Services of the type generally described in Exhibit A.

3. COMPENSATION FOR SERVICES

a. **Consultant** shall be paid for time devoted to the project at the Hourly rates submitted in Exhibit A. Compensation shall not exceed forty-four thousand dollars **($44,000)**, except that the **CLIENT** may authorize up to an additional 15% compensation (Contingency of $6,600) for unforeseen circumstances, tasks, or activities required of the **Consultant.**

b. Payments will be made by the **CLIENT** for approved services within thirty (30) days from receipt of detailed invoice from Consultant. Payments shall be for the invoiced amount, with no retention. Consultant may assess a 1% per month service charge on balances unpaid for longer than 30 days.

4. TIME OF COMPLETION

Consultant acknowledges that timely performance of service is an important element of this agreement. **Consultant** will put forth a best effort to complete services according to the schedule attached in Exhibit A.

5. CONSULTANT'S RESPONSIBILITY

Consultant shall perform work under this agreement in accordance with the highest engineering standards, but makes no other warranty expressed or implied.

6. CLIENT'S RIGHTS AND RESPONSIBILITIES

a. The **CLIENT** shall provide reasonably available information including reports, preliminary plans, maps, surveys, and other related information regarding its requirements for the **PROJECT** upon written request to the **CLIENT. CONSULTANT** shall be entitled to reasonably rely on the accuracy and completeness of such information.

b. The **CLIENT** shall designate a representative who shall be fully acquainted with the **PROJECT** and have authority within limits of existing **CLIENT** policy and the requirements of the law to render decisions promptly and furnish information expeditiously.

c. **CLIENT** will cooperate with **CONSULTANT** and provide reasonable access to the site and all records.

d. The work product and other documents prepared by **CONSULTANT** for this Project are instruments of **CONSULTANT'S** service for use solely with respect to this Project. The **CLIENT** may retain copies, including reproducible copies, for information and reference in connection with the **CLIENT'S** use and occupancy of the Project. The documents shall not be used by the **CLIENT** on other projects except by agreement in writing and with appropriate compensation to **CONSULTANT. CLIENT** shall have the right to access and inspect **CONSULTANT'S** work product and supporting information at any time during the progress of this project. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of **CONSULTANT'S** reserved rights.

7. DISPUTES

a. Disputes shall be submitted to non-binding mediation prior to initiation of litigation. The cost of mediation shall be shared equally by the parties.

b. Should mediation fail to resolve a dispute concerning **CONSULTANT'S** fees and compensation, the fee disputes, and only such fee disputes, shall be submitted to mandatory, binding arbitration under the auspices of the American Arbitration Association Construction Industry Arbitration Rules in effect at the time the arbitration is filed. The award rendered by the arbitrator or arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

c. Should mediation fail to resolve a matter not related to **CONSULTANT'S** fees and compensation, a party may file a lawsuit to enforce its rights.

d. The prevailing party in an arbitration or lawsuit shall be entitled to attorney's fees and costs as additional damages.

8. ASSIGNMENT OF CONTRACT

a. **CONSULTANT** and **CLIENT** shall not assign or permit, the assignment by operation of law or otherwise, this **AGREEMENT** or any portion of the work, without prior written consent of both the **CONSULTANT** and **CLIENT.** The **CLIENT** may grant or withhold such consent at its sole discretion. Where the **CLIENT** has consented to an assignment, this **AGREEMENT** shall be binding upon **CONSULTANT** and the heirs, executors, administrators, successors and assigns of all parties.

9. INDEMNITY

a. **CONSULTANT** shall indemnify and save and hold **CLIENT,** its officers, and employees free and harmless from any and all costs, liability, claims or causes of action for death or injury to persons, or damage to property resulting from negligent acts, errors, or omissions by Consultant, its employees, contractors, subconsultants, and all others acting for or on behalf of **CONSULTANT**, arising out of and during the performance of professional services under this **AGREEMENT.**

10. INSURANCE

a. **CONSULTANT** shall furnish to **CLIENT** evidence of and maintain throughout the term of this **AGREEMENT** the following insurance:

1. Commercial general liability insurance of at least $1,000,000 combined single limit per occurrence for bodily injury, personal injury, or property damage and $2,000,000 annual aggregate.

   The policy shall contain, or be endorsed to contain the following provisions:

   The **CLIENT**, its officers, officials, and employees are covered as additional insured's as respect to liability arising out of activities performed by or on behalf of **CONSULTANT**.

   CONSULTANT'S insurance coverage shall be primary insurance as respects the insured's. Any insurance or self insurance maintained by the **CLIENT** or its insured's shall be excess of **CONSULTANT'S** insurance, and shall not contribute with it.

   CONSULTANT'S insurance shall apply separately to each insured's against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Professional liability insurance in an amount of at least $1,000,000 aggregate per year.

3. Commercial automobile liability insurance of at least $1,000,000 combined single limit per accident, for bodily injury and property damage.

4. **Workers' Compensation and Employer's Liability Coverage.**

The limit for employers' liability is $1,000,000.

b. Each insurance policy required by this article shall be endorsed to state that coverage shall not be canceled by **CONSULTANT** except after 30 days prior to written notice has been given to the **CLIENT.**

c. **CLIENT** shall require Contractor(s) to name **CONSULTANT** as additional insured with respect to General Liability. The limits of coverage shall be the same as for the **CLIENT.**

11. TERMINATION

a. This **AGREEMENT** may be terminated by either party after thirty days written notice. If this agreement is terminated, **CONSULTANT** shall be paid for approved services rendered through the date of termination but in no event shall **CONSULTANT** be paid for profit anticipated to be earned on work not yet performed.

12. NOTICES

Any notice provided for herein shall be given in writing and by personal delivery or prepaid first class, registered or certified mail, addressed as follows:

To **CLIENT:**
City of Ridgecrest
Attention: Jim Winegardner
100 W. California Avenue
Ridgecrest, CA 93555

To **CONSULTANT:**
Harris & Associates
Attention: Mr. Jeffrey M. Cooper, Vice President
34 Executive Park, Suite 150
Irvine, California 92614

13. MISCELLANEOUS

a. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **CONSULTANT** agrees to take affirmative action to assure that applicants are employed or retained, and that employees are treated without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training.

IN WITNESS WHEREOF, the **CLIENT** has caused this **AGREEMENT** to be executed and **CONSULTANT** has caused this **AGREEMENT** to be executed, all as of the day and year first above written.

CITY OF RIDGECREST

By: _____
Harvey M. Rose, City Manager

APPROVED AS TO FORM

By: _____

HARRIS & ASSOCIATES, INC.
CONSULTING ENGINEERS
A CALIFORNIA CORPORATION

By: _____
Joan E. Cox, P.E.
Associate