



# CITY OF SACRAMENTO

## DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE DIRECTOR

Melvin H. Johnson  
Director

Leslie M. Frink  
Deputy Director

Reginald Young  
Deputy Director

September 17, 1985

Budget and Finance Committee  
Sacramento, California

Honorable Members in Session:

**SUBJECT:** Resolution Authorizing Execution of Agreement between Robert Edwards and the City of Sacramento for Inspection of Cable Television Installation

### SUMMARY

Presented herewith for approval is a Consultant Services Agreement in the amount of \$60,180 between Robert Edwards and the City of Sacramento for providing necessary cable installation inspection. The limits of this Agreement are from December 1, 1985 to December 1, 1986.

### BACKGROUND

The cable television company is obligated to reimburse the City for all costs of design review and inspection for the system they are installing. Two (2) inspectors were included in the Street Division budget for this work. Because of uncertainties about when the cable work was to begin and the difficulties of filling City positions on short notice, it was decided to start the inspection work with a private contractor. To accomplish this, the cable projects in the cities of Davis and Roseville were reviewed. The private contractors that performed the service in those cities were contacted and interviewed in July and August of 1984.

The services of Robert Edwards were retained April 13, 1985 via a Consultant Services Agreement. Mr. Edwards was the inspector for the Davis System. Our current agreement with him will run out of funds by December 1, 1985 and we recommend he be retained. Mr. Edwards is doing an excellent job for the City and only charges for the time actually spent on cable inspections. He will employ other inspectors as needed. His charges are \$15.00 per hour for inspections and \$0.25 per mile.

FINANCIAL DATA

The 1985-86 budget includes \$60,180 to fund two (2) Construction Inspector I positions. If the attached resolution is adopted, funds will be transferred from Employee Services to other Professional Services (4258) and the two Construction Inspector I positions will be deleted from the budget. The total cost of this agreement will not exceed \$60,180. There will be no net cost to the City, as the cable company will provide reimbursement for all costs incurred under the contract.

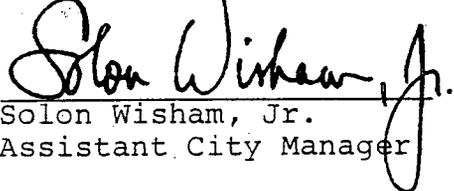
RECOMMENDATION

The Budget and Finance Committee recommends to the City Council that they adopt the attached resolution deleting the two (2) Construction Inspector I positions and authorizing the City Manager and the City Clerk to execute the subject agreement.

Respectfully submitted,

  
George Puccinelli  
Acting Street Division Manager

Recommendation Approved:

  
Solon Wisham, Jr.  
Assistant City Manager

Approved:

  
Melvin H. Johnson  
Director of Public Works

## RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION FOR THE INSTALLATION INSPECTION OF  
CABLEVISION AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE THE NECESSARY CONTRACT BETWEEN ROBERT  
EDWARDS AND THE CITY OF SACRAMENTO.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO

I. That in the best interests of the City for the protection of their property, the City Council authorize the City Manager to execute the necessary contract between Robert Edwards and the City of Sacramento for the installation inspection of Cablevision. The contract is in the amount of \$60,180.

II. That two Construction Inspector I positions (BAP #15228 and BAP 15229) be deleted from the approved 1985-86 Budget for the Street Maintenance activity, organization 3127



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

3. Facilities and Equipment. Except as set forth in Exhibit "C", Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit "C" according to the terms and conditions set forth in Exhibit "C".

4. General Provisions. The general provisions set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.

5. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO  
A Municipal Corporation

By \_\_\_\_\_  
City Manager

ATTEST:  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

EXHIBIT "A"

1. DUTIES OF INSPECTOR

(a) Services to be Furnished. INSPECTOR shall provide all specified services as set forth below:

(1) INSPECTOR shall provide all necessary general engineering inspection of the work of the contractors constructing the Sacramento cable TV facilities as the work progresses. INSPECTOR will follow the general procedures and directions of the Street Maintenance Superintendent and Principal Engineer. INSPECTOR'S duties shall include, but not be limited to, assuring that all work performed by the contractors complies with the permits issued by CITY, and with all applicable laws, ordinances and regulations. The INSPECTOR'S undertaking hereunder shall not relieve any contractors on the project of their obligation to perform the work in conformity with the plans, drawings and specifications, and in a workmanlike manner; shall not make INSPECTOR an insurer of any contractor's performance; and, shall not impose upon the INSPECTOR any obligations with respect to the failure of any contractor to perform the work in a safe manner; provided, that nothing contained herein shall be deemed to release INSPECTOR from any obligations or liabilities arising, in whole or in part, out of INSPECTOR'S performance of, or failure to perform, this agreement.

(2) Standards of inspection shall be as described in the permit, the C.A.T.V. Procedure Manual, CITY'S Standard Specifications, and/or as directed by the Street Division Manager and the Engineering Division Manager.

(3) Daily records shall be kept by the INSPECTOR documenting the contractors work force. Records shall include estimate of work performed, tests and inspections made and their results together with any deficiencies or problems encountered.

(4) Inspection services may include the review of contractor submittals, plan review, checking of as-built drawings, marking utilities, attendance at meetings, review of and follow-up on contractors public contact procedure, and other administrative duties as assigned.

(5) It is estimated by the parties that at least two thousand five hundred (2500) hours of actual inspection time will be required hereunder. However, actual hours required may vary due to work progress, weather conditions and other factors, and the estimate contained herein shall not be binding. It is further anticipated that INSPECTOR'S services will be continuous and approximately full-time. However, the schedule and need for INSPECTOR'S services is likewise conditional upon the progress of this work, weather conditions and other factors. Actual scheduling of INSPECTOR'S services shall be at the discretion of CITY, and CITY shall not be liable to INSPECTOR in any manner as a result of scheduling, or failing to schedule, INSPECTOR'S services during any period of time.

2. INSPECTION. INSPECTOR shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of INSPECTOR are being performed in accordance with the requirements and intentions of this agreement.

EXHIBIT "B"

City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth as follows:

City shall pay Consultant an hourly fee as listed below,  
but not to exceed a maximum total sum of \$60,180.

Inspections	\$15.00 per hour
Travel Cost	\$ 0.25 per mile

Consultant shall submit a statement for services rendered on a monthly basis. This statement shall itemize the personnel, their titles and the hours worked by each pursuant to the agreement.

City shall make no payment for additional services or expenses unless such services and expenses are approved in advance by the City. The term of this agreement shall be from December 1, 1985 through December 1, 1986 or until terminated in writing by the Public Works Director.

EXHIBIT "C"

1. RETURN OF MATERIALS. Upon suspension or termination of this agreement, INSPECTOR shall turn over to the Public Works Director immediately any equipment furnished by CITY and all copies of sketches, records, diaries, drawings, computations, and other data, whether or not completed, prepared by INSPECTOR or given to INSPECTOR in connection with this agreement. Such materials shall become the permanent property of CITY.

- C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.
- D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Sacramento to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City of Sacramento, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Consultant with the nondiscrimination provisions of this agreement, the City of Sacramento shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to Consultant under the contract until consultant complies;
  - (2) Cancellation, termination, or suspension of the agreement, in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through E in every sub-contract, including procurements of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any Regulations, order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the City of Sacramento may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request City to enter such litigation to protect the interests of City.

(2) City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement;

(3) City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement; provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City Engineer is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decisions of the City Engineer shall be final. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

#### 11. Indemnity and Hold Harmless

Contractor shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the performance of the work, provided that such action, damage, claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of property, whether upon or off the work, including the loss of use thereof, and is caused in whole or in part by any negligent act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder.

#### 12. Equal Employment Opportunity

During the performance of this agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), hereinafter referred to as the "Regulations".
- B. Nondiscrimination: Consultant, with regard to the work performed by it after award and prior to completion of the work pursuant to this agreement, shall not discriminate on the ground of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

keep in full force and effect during the term of this Agreement a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Consultant. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

5. Consultant Not 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.

6. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. 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 removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

8. 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 in the geographical area in which Consultant practices his profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.

9. City Representative. The Director of Public Works is the representative of the City and will administer this Agreement for the City.

10. Termination. City shall have the right to terminate this Agreement at any time by giving notice of such termination to Consultant. In the event City shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

In the event City shall terminate this Agreement:

(1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include:

handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

## EXHIBIT D

### GENERAL PROVISIONS

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; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. Licenses; permits; Etc. Consultant represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice his profession. Consultant represents and warrants to City that Consultant shall, at his sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice his profession at the time the services are performed.

3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. Insurance.

- (a) Public Liability. During the term of this Agreement, Consultant shall maintain in full force and effect a policy of public liability insurance with minimum coverages as follows: \$100,000.00 for injury to one person in any one occurrence; \$300,000.00 for injury to more than one person in any one occurrence; and, \$50,000.00 for property damage. If City so requests, Consultant shall cause City to be named as an additional assured on said policy and shall obtain a waiver of the insurer's right of subrogation against City.
- (b) Worker's Compensation. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation.
- (c) Errors and Omissions; Malpractice. In the event City requests Consultant to carry errors and omissions insurance or malpractice insurance, Consultant shall take out and

