

**NOTICE INVITING REQUEST FOR QUALIFICATIONS/PROPOSALS (RFQ/RFP) FOR
HVAC CHILLER COMPRESSOR REPLACEMENT/INSTALLATION SERVICES AT
CITY OF AGOURA HILLS**

NOTICE IS HEREBY GIVEN that RFQ/RFPs will be received by the City Clerk of the City of Agoura Hills, California 91301, until 2:00 p.m. on February 1, 2018, for HVAC Chiller Compressor Installation Services at City of Agoura Hills, Civic Center.

The Technical Qualifications Proposal and Cost Proposal must be submitted in separate envelopes clearly identified and marked:

“Request for Qualifications/Proposal

HVAC Chiller Compressor Installation Services at the City of Agoura Hills, Civic Center

TECHNICAL QUALIFICATIONS PROPOSAL”;

“Request for Qualifications/Proposal

HVAC Chiller Compressor Installation Services at the City of Agoura Hills Civic Center

COST PROPOSAL”.

Proposals shall be mailed or delivered so as to be in the hands of the City Clerk of the City of Agoura Hills at her office located at 30001 Ladyface Court, California, at or before the hour stated above. No faxed or email proposals accepted.

The City of Agoura Hills reserves the right to open all proposals submitted. The right is reserved to reject any and all proposals, to accept one part and reject the other, and/or award an order or orders as will best serve the interest of the City of Agoura Hills. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a bid. Incomplete or non-conforming bids will be rejected.

A MANDATORY JOB SITE VISIT will be required by all proposers. The period for scheduling a site visit will be January 12, 2018, through January 26, 2018. The City of Agoura Hills, is located at 30001 Ladyface Court, Agoura Hills. City Hall operating hours are Monday – Thursday, 7:00 am – 5:00pm; Friday 7:00am – 4:00pm. Scheduling a site visit can be made by contacting Louis Celaya, at (818) 597-7314. All applicants submitting an RFQ/RFP package will required to sign-in and leave a business card. Any inquiries regarding this Notice Inviting RFQ/RFP should be directed to, Louis Celaya, Deputy City Manager, at 818-597-7314.

Louis Celaya, Deputy City Manager



Request for Qualifications/Proposal



HVAC Chiller Compressor Replacement/Installation

January 11, 2018

1. INTRODUCTION

The City of Agoura Hills is seeking proposals from qualified firms to provide installation services for HVAC Chiller Compressor removal and installation service. The required services and performance conditions are described in the Scope of Work (or Services).

2. INSTRUCTIONS

The intent of these instructions are to:

- Clearly advise you of the minimum qualifications that are necessary in order to be considered a qualified bidder.
- Advise you about specific information the City requires proposals to include and the manner in which the information is to be provided in such a manner that the City may fairly and expeditiously evaluate all proposals received.
- Request only the pricing for the specifications and any alternatives.
- Advise when proposals are due.
- Assure that each proposer has met the qualifications and all information requested is included prior to proceeding with award and entering into contractual agreements.

3. MINIMUM QUALIFICATIONS

The City reserves the right to determine if a bidder is qualified to bid based in part on the following:

- Bidder must have a minimum of ten (10) years' experience providing HVAC removal and installations services, including major equipment (i.e., cooling towers, air handlers, compressors, chillers, etc.). In addition, personnel must be employed with your firm for at least five (5) years
- Bidder should be able to demonstrate current and historic servicing of facilities similar to the City Hall and other governmental facilities.
- Bidder must submit references and a current client list.
- MANDATORY JOB SITE VISIT will need to be schedule at 30001 Ladyface Court, Agoura Hills. All proposers are required to sign-in and leave a business card.

4. ATTACHMENTS

The attachments below are included with this Request for Qualifications/Proposals (RFQ/RFP) for your review and submittal (see asterisk):

- Attachment A – Proposer's Information Form*
- Attachment B – Scope of Work/Services
- Attachment C – Reference and Client List*
- Attachment D – List of Existing Compressor Equipment
- Attachment E – Sample Agreement for Contractor Services

The items identified with an asterisk (*) shall be filled out, signed by the appropriate

representative of the company and returned with submittal.

5. PROPOSAL DELIVERY

Proposals shall be mailed or delivered so as to be in the hands of the office of the City Clerk of the City of Agoura Hills located at 30001 Ladyface Court, California, on or before 2:00pm on February 1, 2018. No faxed or email proposals will be accepted. Submitted proposals become property of the city for its use.

5.1 Questions/Addenda/Clarifications

Questions concerning this RFQ/RFP may be submitted to the City of Agoura Hills in writing by January 25, 2018, 3:00 P.M. All questions submitted to the City of Agoura Hills by this date shall receive a written response posted on the City website for all proposers to review. Correspondence shall be e-mailed to lcelaya@ci.agoura-hills.ca.us. Inquiries received after the date and time stated will not be accepted. All addenda shall become a part of this RFQ/RFP and shall be acknowledged on the Proposer's Form.

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

All proposals shall be submitted to:

City of Agoura Hills
City Clerk's Office
30001 Ladyface Court
Agoura Hills, CA 91301

Proposals must be received no later than 2:00 p.m. on Thursday February 1, 2018. All proposals received after that time will be returned to the Proposer deemed as disqualified.

5.2 Withdrawal of Proposals

A proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFQ/RFP by delivering a written request for withdrawal signed by, or on behalf of, the proposer.

5.3 Reservations

The City of Agoura Hills reserves the right to reject any or all proposals or items therein and to waive any information or technical defects as the interest of the City may require. This reservation includes, but not limited to:

- Make the selection based on its sole discretion;
- Issue subsequent Request for Qualifications;
- Postpone opening for its own convenience;

- Remedy technical errors in the Request for Qualifications process;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

This RFQ/RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of quotes/proposals or in anticipation of a contract.

6. TENTATIVE TIMELINE

The tentative RFQ/RFP timeline is as follows:

RFQ/RFP Issued	January 11, 2018
Mandatory Site Visit Schedule	January 12, 2018 - January 26, 2018
Deadline for questions, clarifications	January 25, 2018; 3:00 p.m.
Proposal Due	February 1, 2018; 2:00 p.m.
Anticipated Recommendation Presented to City Manager or City Council	February 22, 2018

The City reserves the right to modify the timeline as needed.

7. RFQ/RFP INFORMATION TO BE SUBMITTED

These instructions outline the guidelines governing the format and content of the quote/proposal and the approach to be used in its development and presentation. The intent of the RFQ/RFP is to encourage responses that clearly communicate the Proposer’s understanding of the City’s requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFQ/RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 5 in the proposal document.

Section 1 – Proposal Summary

This Section shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Section to a total of three (3) pages including the separate sheet.

Section 2 – Profile on the Proposing Firm(s)

This Section shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

Section 3 – Qualifications of the Firm

This Section shall include a brief description of the Proposer's and sub-Proposer's qualifications and previous experience on similar or related projects. Provide in a table format descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for the project.

Section 4 – Proposal Exceptions

This Section shall discuss any exceptions or requested changes that Proposer has to the City's RFQ/RFP conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Attachment E – "Sample Agreement for Contractor Services." Items not excepted will not be open to later negotiation. It is anticipated that there will be minimal exceptions to the Agreement and requirements.

Section 5 – Proposal Costs Sheet and Rates

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firm's understanding of the contract service, and provides staff with tools to negotiate the cost.

Include any other cost and price information, plus a not-to-exceed hourly rate amount, that would be contained in a potential agreement with the City. The hourly rates may also be used for pricing the cost of additional services outlined in the Scope of Work.

Section 6 – Reference and Client List

Please complete attached Exhibit "C".

8. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a *per hour* form of contract. A Sample Agreement of Contractor Services is provided as Attachment E. The method of payment to the successful Proposer shall be on a *per hour* basis with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but “not” limited to, transportation, communications, subsistence and materials and any subcontracted items of work.

If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Section 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award. It is anticipated that the final approved Contractor will be expected to enter into and execute the City’s Agreement for Contractor Services with little or no changes to the agreement.

Insurance Requirements

The selected Proposer(s), at Proposer’s sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in the sample agreement.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Risk Manager of the City of Agoura Hills as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement as called for in the agreement upon award of contract.

9. REVIEW AND SELECTION PROCESS

1. Organizational Qualifications: 50%

- A. Years of experience providing HVAC services
- B. Provide examples of success of the proposal team in similar ventures.
- C. Provide a list of these projects, providing a brief description, size, cost,

- outcome, and other notable outcomes.
- D. Describe your proposal team's experience working on government projects, which are subject to public bidding/prevaling wage requirements.

2. Personnel Qualifications: 25 %

- A. Provide information on the qualifications of key members of your team as well as a description of the team's overall staffing, professional capabilities, and capacity.
- B. Provide general business references and references for comparable projects.
- C. Describe any other factors that distinguish your proposal team.

3. Cost: 25%

The selection committee will make a recommendation to either the City Manager or the City Council.

10. ORAL INTERVIEWS - Proposers may be required to participate in an oral interview.

11. PUBLIC NATURE OF MATERIALS

Responses to this RFQ/RFP become the exclusive property of the City of Agoura Hills. All proposals received in response to this RFQ/RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal, which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Proprietary" shall be regarded as non-responsive.

12. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

1. Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
2. Any attempt to improperly influence any member of the evaluation team;
3. Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;

4. Evidence of incorrect information submitted as part of the proposal;
5. Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
6. Proposer's default under any previous agreement with the City, which results in termination of the Agreement.

13. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFQ/RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

~ End of Section ~

**Attachment A
Proposer's Information Form**

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____ Email: _____

Contact person, title, email, and telephone: _____

Proposer, if selected, intends to carry on the business as (check one):

Individual Joint Venture

Partnership

Corporation

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received: 1; 2; 3; 4; 5; 6;

Or, _____ No Addendum/Addenda Were Received (**check and initial**).

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFQ/RFP, that they are aware of the applicable facts pertaining to the RFQ/RFP process, its procedures and requirements, and they have read and understand the RFQ/RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

Attachment A – Proposer Information continued...

1. If Proposer is **INDIVIDUAL**, sign here

Date: _____
Proposer's Signature

Proposer's typed name and title

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____
Member of the Partnership or Joint Venture signature

Date: _____
Member of the Partnership or Joint Venture signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is respectively:

_____ and _____
Signature Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

ATTACHMENT B – SCOPE OF SERVICES

1. Project Description

The City's Civic Center facility consists of the City Hall and Library facilities. HVAC systems and related equipment are monitored, maintained, and administrated by City staff. A recent facilities study identified the need to replace of one of two HVAC Chiller compressors based on it forecasted useful life expectancy. The project will consist of replacement and installation of one compressor unit, including the removal and discard of the existing unit.

2. Project start date and end date

This contract is anticipated to begin in March 1, 2018 and conclude on June 30, 2018.

3. Scope

Shall consist of the following:

- Replacement of Compressor No. A1 with an equal or equivalent unit.
Current compressor model: Carlyle Model No. 06NW2209S7NA-A00; MFG/N NCCMHH6001; S/N 2602J09017 (photos on accompanying page)

If proposer elects to provide equivalent unit, documentation must be included to demonstrate that unit will be compatible with existing chiller equipment.

- Testing of Compressor Unit and installation
- Return of City HVAC system to full operation

4. Parameters

Proposals should include a breakdown of costs for materials, labor, and identify the estimated amount of hours required to perform system take down, removal of existing equipment, installation of new unit, testing, and return of the HVAC system to full operation.

As the City's County operates six days per week, Proposers should also include in their submittal a cost option for performing this service during non-business hours (weekend-Sunday).

Chiller/Compressor Equipment



Carlyle Model No. 06NW2209S7NA-A00;
MFG/N NCCMH6001;
S/N 2602J09017



ATTACHMENT C
REFERENCE AND CLIENT LIST

Bidder must submit references and attach a current client list with Bid

Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

How Long Providing Service: _____

Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

How Long Providing Service: _____

Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

How Long Providing Service: _____

Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

How Long Providing Service: _____

ATTACHMENT D

LIST OF EXISTING COMPRESSOR EQUIPMENT

ATTACHMENT E
AGREEMENT FOR CONTRACTOR SERVICES

WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: Name of Company
RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Contact Name
CONTRACTOR'S ADDRESS: Address
City, State, Zip Code
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Name of Staff Member
COMMENCEMENT DATE:
TERMINATION DATE:
CONSIDERATION: Contract Price
Not to Exceed: \$ /yr

Delete this section (below) if 10% option is not a consideration in the agreement – confirm with City Manager prior to deleting the contingency option.

ADDITIONAL SERVICES *(Describe Services, Amount, and Approval):*

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager



AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF AGOURA HILLS AND _____(INSERT NAME OF COMPANY)

THIS AGREEMENT is made and effective as of _____, 20__ , between the City of Agoura Hills, a municipal corporation ("City") and _____ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____, 20__ , and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 20 __, unless sooner terminated pursuant to the provisions of this Agreement.

[Note: If the contract may be extended for additional years add the following language: The City may, at its option, extend this Agreement for one additional term of _____ (one, two, three) year[s] upon providing written notice of its intent to extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.]

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any sub-contractor under him, in violation of the provisions of the Agreement..

5. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed (\$) **[Insert written/numeric contract dollar amount here (e.g., Twenty-One Thousand Five Hundred Twelve Dollars and Zero Cents (\$21,512.00)), excluding the contingency amount if asking for contingency. Amount exceeding \$25,000 requires City Council approval]** ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

[ADD THE FOLLOWING PARAGRAPH IF THE ADDITIONAL WORK IS \$25,000 or UNDER]: The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

7. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without

fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

8. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

REGARDING INDEMNIFICATION: IF THIS IS A DESIGN OF A PUBLIC IMPROVEMENT OR NEW FACILITY, THEN USE THE DESIGN PROFESSIONAL AGREEMENT TEMPLATE

9. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively “Indemnitees”) free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively “Claims”), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or sub-contractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor’s own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor’s obligation to indemnify shall not be restricted to insurance

proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

10. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.
- 2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- 3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.
- 4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Contractor's profession.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- 1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.
- 3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

(Note: If Contractor does not have employees the language of item #3 is to be changed to read as follows: Worker's Compensation insurance is required only if Contractor employs any employees. Contractor warrants and represents to the City that it has no employees and that it will obtain the required Workers Compensation Insurance upon the hiring of any employees.)

- 4) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate. ***(Consult with the City's Risk Manager before including this insurance provision in your agreement as this requirement may either need to be changed or excluded. Generally, this***

provision will apply only to contracts with licensed professionals such as engineers, architects, designers, lawyers, geologists; etc.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

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

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

11. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

William D. Koehler,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____
To Be Completed by City Clerk

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

[Insert Company Name
Address
Contact Name
telephone number and
fax number here]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

EXHIBIT B
PAYMENT RATES AND SCHEDULE

