

**CONTRACT BETWEEN CITY OF AGOURA HILLS
AND
PARSONS TRANSPORTATION GROUP INC.**

FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES

THIS CONTRACT, is made and entered into in the City of Agoura Hills on this 26TH day of July, 2005, by and between the CITY OF AGOURA HILLS, a municipal corporation, herein after referred to as CITY, and Parsons Transportation Group, Inc., hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, CITY desires to obtain the services of a competent and experienced CONSULTANT to perform related professional duties as set forth in Exhibit "A" attached and made a part of this agreement; and

WHEREAS, CONSULTANT possesses the required competence and experience and is available to provide the required service for the period of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. TERM. The term of this Contract shall be from July 26, 2005 through June 30, 2007. This Contract may be extended annually upon mutual consent of the parties.

2. CITY'S OBLIGATIONS. After CONSULTANT has performed the services as specified in this Contract, CITY will pay and CONSULTANT shall receive payments based upon the actual services received by CITY and the fees charged by CONSULTANT at the rates established as shown in Exhibit "C" attached hereto and made a part of this Agreement. The total compensation including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "C", unless additional compensation is approved in writing by CITY.

Payments to the CONSULTANT shall be made within 30 days after receipt of an original invoice from the CONSULTANT and acceptance of the invoice.

3. CONSULTANT'S OBLIGATIONS. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by CITY, CONSULTANT agrees with CITY to furnish the services and to do everything required by this CONTRACT, the scope of work attached hereto as Exhibit "A", and the Proposal submitted by the CONSULTANT. Without limiting the generality of the foregoing, CONSULTANT represents on behalf of itself and all subcontractors engaged for the performance of this Contract that only persons authorized to work in the United States

pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

4 . HOLD HARMLESS, INDEMNIFICATION AND DEFENSE. To the full extent permitted by law, the CONSULTANT shall indemnify, hold harmless and defend, with counsel of the CITY's choosing, the CITY, its officials, officers, employees, representatives, and agents, from and against all claims, lawsuits, liabilities or damages of whatsoever nature arising out of or in connection with any intentional misconduct or negligent act or omission of the CONSULTANT, its agents, employees, and subcontractors of any tier and employees thereof in connection with and to the extent caused by in the performance or non-performance of this Contract. The CONSULTANT shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, expenses, or damages. The CITY shall promptly notify the CONSULTANT of the existence of any such claims, although the CITY's failure to do so shall not excuse the CONSULTANT from compliance with this Section 4. The requirements of this Section 4 shall survive any termination of this Contract.

5. INSURANCE. CONSULTANT shall furnish CITY with proof of the following minimum insurance coverages prior to the execution hereof:

- | | | | |
|----|---|-------------|-----------------------|
| a) | General Comprehensive Liability
(must be written on an occurrence form and include bodily injury, property damage) | \$2,000,000 | Combined single limit |
| b) | Automobile Liability for owned autos and nonowned/hired autos (must be written on an occurrence form) | \$2,000,000 | |
| c) | Professional Liability/Errors & Omissions | \$2,000,000 | |
| d) | Worker's Compensation | \$250,000 | Statutory |

Coverage 5.a) and b) shall also include a City approved endorsement form or a copy of insurance policies providing an additional insured endorsement covering the CITY, its agents and employees, and all of the foregoing insurance shall include an unequivocal clause stating that none of the required insurance shall be canceled or materially changed without 30 days prior written notice to the CITY. For coverage 5.a) and b) a City approved endorsement or certified copy of insurance policies providing coverage shall be submitted to and approved prior to commencement of any work.

6. AMENDMENTS. Any amendment, modification, or variation from the terms of this Contract shall be in writing and shall be effective only upon approval by the City Engineer of the CITY.

7. POST AWARD AUDIT. The agreement and the attached cost proposal are subject to a post award evaluation by Caltrans. After any post award evaluation recommendations are received, the cost proposal shall be adjusted by the Consultant and approved by the Contract Manager to conform to the audit recommendations. The Consultant agrees that individual items of cost may be incorporated into the Agreement at the City's sole discretion. Refusal by the Consultant to incorporate the post award recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

8. TERMINATION. CONSULTANT may not terminate this Contract except upon 30 days written notice and upon receiving the prior written consent of CITY, which shall not unreasonably be withheld. CITY may terminate this Contract without cause, upon thirty (30) days written notice to CONSULTANT in which case CONSULTANT shall be entitled to receive compensation for the reasonable value of CONSULTANT'S services performed through the termination date. Furthermore, if, during the term of this Contract, CITY determines that CONSULTANT is not faithfully abiding by any term or condition contained herein, CITY may notify CONSULTANT in writing of such defect or failure to perform; which notice must give CONSULTANT a 24-hour notice of time thereafter in which to perform said work or cure the deficiency. If CONSULTANT has not performed the work or cured the deficiency within the time specified in the notice, or if a similar failure to perform or deficiency is repeated, such shall constitute a breach of this Contract and CITY may terminate this Contract immediately by written notice to CONSULTANT to said effect. In said event, CONSULTANT shall be entitled to the reasonable value of its services performed up to the day it received CITY'S Notice of Termination, minus any offset from such payment representing the City's damages from such breach. Failure of CONSULTANT to provide CITY staff reports, exhibits, charts, graphs, and other written material which meets or exceeds reasonable professional standards shall cause damages which are unascertainable at the inception hereof, entitling CITY to offset any payments due on the contract in the form of liquidated damages not exceeding the balance due on the contract, and not as a penalty. CITY reserves the right to delay any post-termination payment until completion or confirmed abandonment of the project, as may be determined in the CITY's sole discretion, so as to permit a full and complete accounting of costs. In no event shall CONSULTANT be entitled to receive in excess of the compensation quoted in its proposal/bid.

9. INCORPORATION BY REFERENCE. The Request for Proposal and the Proposal Submission are hereby incorporated in and made a part of this Contract. In the event of a conflict the priority of documents shall be: (1) This Agreement; (2) Request for Proposal; (3) Proposal Submission.

10. ASSIGNMENT/SUCCESSORS. Neither party hereto shall assign any of the benefits or burdens hereunder without the prior written consent of the other party hereto. Assigns and successors to the parties hereto shall be bound by the provisions hereof.

11. COMPLETE AGREEMENT. This written Contract, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

12. TIME OF PERFORMANCE. Time is of the essence in this Contract. The schedule to complete the services is attached hereto as Exhibit "B".

13. ANTI-DISCRIMINATION. In the performance of the terms of this Contract, CONSULTANT agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to Labor Code Section 1735.

14. AUDIT. CITY, Caltrans and Federal Auditors shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to CITY as a condition precedent to any payment to CONSULTANT. The Consultant shall maintain all records of its performance under this Contract including, without limitation, notes, invoices, timesheets, payroll records, reports, correspondence, and testing results, for a period of not less than five (5) calendar years following the end of the Contract in a location and form accessible to the City upon reasonable written notice to the Consultant.

15. NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

CITY	James E. Thorsen, Assistant City Manager City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301
------	--

CONSULTANT	Carlos Cadena, Project Manager Parsons Transportation Group, Inc. 2201 Dupont Drive, Suite 200 Irvine, CA. 92612 Ph. No. 949-263-9322
------------	---

16. COST PRINCIPLES. The Consultant agrees the Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of Cost. The Consultant also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local Governments. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local Governments, are subject to repayment by the Consultant to the Department.

17. AUTHORITY TO EXECUTE AGREEMENT. Both CITY and CONSULTANT do covenant that each individual executing this Contract on behalf of each party is a person duly authorized and empowered to execute Contract for such party.

18. CONFLICT OF INTEREST. Neither CONSULTANT nor any employees, agents, or subcontractors of CONSULTANT who will be assigned to this project, to the best of CONSULTANT'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this Contract. Should either party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict CITY may terminate the agreement immediately on the same conditions applicable when CONSULTANT fails to provide to CITY staff reports, exhibits, charts, etc. (See Section 7 hereof).

19. JURISDICTION, LAWS, ATTORNEYS FEES. This Contract shall be interpreted and enforced according to the local laws of the State of California. The parties hereto agree that the venue for any lawsuit arising out of either party's performance or obligations hereunder shall be the State courts in Los Angeles County, California. Should either party be forced to initiate litigation to enforce any provision of this Contract, the prevailing party therein, as adjudged by a court of competent jurisdiction, shall be entitled to recover its costs of such litigation including, without limitation, reasonable attorneys' fees.

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

ATTEST:

CITY OF AGOURA HILLS,
a Municipal Corporation

Kimberly M. Rodrigues, City Clerk

By: _____
Ed Corridori, Mayor

APPROVED AS TO FORM:

City Attorney, City of Agoura Hills

CONSULTANT:

PARSONS TRANSPORTATION GROUP, INC.

By: _____
Name

Signature

Title

By: _____
Name

Signature

Title