

CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS
US 101/REYES ADOBE ROAD INTERCHANGE PROJECT
CONSTRUCTION MANAGEMENT SERVICES

Thank you for your interest to provide construction management services for the City of Agoura Hills' Reyes Adobe Road Interchange Improvement Project.

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

"Request for Proposal
Reyes Adobe Road Interchange, Construction Management Services
TECHNICAL QUALIFICATION PROPOSAL"; and

"Request for Proposal
Reyes Adobe Road Interchange, Construction Management Services
COST PROPOSAL".

A pre-proposal meeting has been scheduled on March 26, 2007 at 10:00 a.m. at *Agoura Hills City Hall* to present the project and scope services required. Attendance is strongly suggested to ensure the City's requirements and levels of service needs are understood.

All proposals must be sealed and submitted on or before 2:00 p.m., April 6, 2007, to:

City Clerk
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

A Caltrans pre-award audit is required for the successful firm. Additional information may be obtained by contacting Nathan Hamburger, Assistant to the City Manager at (818) 597-7308.

ATTACHMENTS:

- A. Proposal Package
- B. Scope of Services
- C. General Proposal Terms and Conditions
- D. Agreement
- E. Conflict of Interest Statement for Consultants
- F. Determination of Reporting Status for Consultants
- G. Exhibits – Plans and Specifications

PROPOSAL PACKAGE

PROJECT DESCRIPTION:

The US101/Reyes Adobe Road Interchange Improvement Project (Project) seeks to widen the existing three-lane overcrossing of the 101 Freeway to six lanes, along with ramp modifications, barrier and sidewalk construction, signal, striping, signing and pavement delineation. All work must be completed in conformance with the Caltrans approved plans and specifications, approved permits, and approved agreements.

The City of Agoura Hills is seeking proposals from qualified engineering/construction management firms that provide construction management services for major interchange improvement projects. The successful firm shall perform the tasks as listed on Attachment B, Scope of Services. The estimated construction cost for the project is approximately \$6.5 million. The contract award for the construction of the interchange improvements is anticipated to be awarded in summer 2007. The construction timeframe is anticipated to be 12 months.

PROPOSAL CONTENT

The Consultant shall prepare a technical qualification proposal and a detailed cost proposal for the type of service to be performed. These proposals shall be submitted in separate sealed envelopes.

A. **The Consultant's Technical Qualification Proposal package shall contain the following and shall be limited to 30 pages, including resumes:**

1. **Introduction**

Provide an introduction of project proposal, including the name of the firm, mailing address, telephone number, and the name of the individual to contact if further information is required.

2. **Qualifications**

- a. A description of the firm's capabilities, experience, and references on similar projects.
- b. Identification of the Project Manager, Resident Engineer, Inspector(s) and other key personnel to be assigned to the work; their capabilities and proposed responsibilities, and brief resumes that highlight special qualifications relevant to the required tasks.
- c. A description of how the firm will successfully provide the required services, given the current workload and responsibilities of the personnel identified above.
- d. Identification of any subconsultants to be used. Include the name and address of the subconsultant, background and qualifications, and degree of involvement.

3. **Project Approach**

Provide a description of the approach and methodology to be used to provide the required construction management services. Identify any supplemental tasks deemed necessary or alternatives which may enhance the project, reduce costs, or speed delivery.

4. **Labor Hours**

Provide a preliminary scope of services and estimate the labor hours separated by task for key personnel in your firm and for any subconsultant firm. The labor hours shall be based upon each phase of work.

5. Schedule

Provide a preliminary schedule and timeline showing activity and duration for each task and show approximate timing for reaching milestones.

6. Disadvantaged Business Enterprise (DBE)

Bidders are advised that, as required by Federal law, the State has established a statewide overall Disadvantaged Business Enterprise (DBE) goal. This Agency Federal-aid contract is considered to be part of the statewide overall DBE goal. To provide assistance in meeting the statewide goal, the Agency is including a DBE Availability Advisory of 2% in this contract. Although bidders need not achieve this DBE Availability Advisory as a condition of award, they are encouraged to solicit bids from DBE subcontractors and suppliers.

7. Conflict of Interest

It shall be the duty of the Consultant to comply with all applicable State and federal laws relating to prohibited conflicts of interest. As part of its response to this RFP, the Consultant shall disclose in writing any financial, business, employment or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve (12) calendar months immediately preceding, and including, the date the Consultant's response to the RFP is filed. In addition, the Consultant shall disclose in writing any financial, business, employment or other relationships with any contractor or engineer who may have a financial interest in securing design and/or construction contracts for the project. The Consultant shall have a continuing obligation to keep the foregoing disclosures current and up-to-date during the term of this contract, and the Contractor's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract. For the form of the required disclosures, please see Attachments E and F.

B. The Consultant's Cost Proposal shall contain the following:

1. The fee proposal shall be submitted for the consultant services outlined in the scope of work. The basis of payment for the services provided under this agreement shall be maximum not-to-exceed fee. The fee proposal shall be identified for each phase of work.
2. The consultant shall submit a breakdown of the anticipated costs by task. Indicate the number of staff hours and hourly rates. Include all materials and equipment cost that will be necessary in completing this project.
3. Cost proposals should also be separated out and clearly identified into the following categories: (1) Pre-Construction Services (2) Construction Services (3) Post-Construction Services; with a total cumulative sum of all three categories.

PROPOSAL SUBMITTAL

The technical qualification proposal and cost proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the Consultant contractually, and shall contain a statement that the proposals are firm offers for a **180**-day period. The letter accompanying the technical qualification proposal shall also provide the following: name, title, address and telephone number of individuals with the authority to negotiate and contractually bind the Consultant. The cover letter constitutes certification by Consultant, under penalty of perjury, that the Consultant complies with nondiscrimination requirements of the State and the Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.

PROPOSAL EVALUATION AND SELECTION

Should your firm be interested in submitting a proposal for this project, please submit five (5) copies of the Technical Qualification Proposal and two (2) copies of the Cost Proposal to:

City Clerk
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

The Proposal must be sealed and received no later than 2:00 p.m., April 6, 2007. Late proposals will not be accepted. The Cost Proposal shall be submitted separately from the Technical Qualification Proposal, in a sealed package or envelope prior to the date and time identified above.

The Technical Qualification Proposals will be evaluated by City staff based on the following criteria:

- Understanding of scope of work
- Demonstrated professional skill and credentials of the staff to be assigned
- Related experience and references
- Quality of proposal
- Approach to performing this type of service
- Familiarity with State and Federal procedures
- Demonstrated ability to complete tasks within time frames
- Any conflict of interest with Development Projects being worked on in the City of Agoura Hills

The Technical Qualification Proposal will determine the ranking according to the City's qualification selection procedure. The City will conduct qualification interview(s) with the highest ranked consultant(s) prior to determining the final ranking.

The firm rated as most qualified to provide the requested services will be invited to negotiate a final contract. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm.

The award of the contract will be based on a combination of all of the above factors. In addition, a Caltrans pre-award audit of the successful firm is required prior to award of the contract. The City reserves the right to reject any and all proposals.

CALENDAR OF EVENTS (Subject to change)

Distribution of RFP	.....	March 15, 2007
Pre-Proposal Meeting	.....	March 26, 2007
Proposal Due Date	.....	April 6, 2007
Interview selected firms	.....	April 12, 2007
Negotiation with top selected firm	.....	April 13 - April 20, 2007
Pre-award Audit	.....	April 23 – May 23, 2007
Council approval of Professional Services Agreement	.....	June 13, 2007

SCOPE OF SERVICES

Project Description

The US101/Reyes Adobe Road Interchange Improvement Project (Project) seeks to widen the existing three-lane overcrossing of the 101 Freeway to six lanes, along with ramp modifications, barrier and sidewalk construction, signal, striping, signing and pavement delineation. All consultant services provided under this Agreement will be in general conformance with the City of Agoura Hills (City), Caltrans, and Federal Highway standards and policies as applicable. Consultant services will be provided as follows:

A.1 Pre-Construction Phase Services

Task A.1.1 Constructability Review – At the time of execution of the professional services agreement (Agreement) for this RFP, it is expected that 65% plans will be available for review. The review shall consist of the following:

- a. A completeness and accuracy check to discover possible conflicts, discrepancies, and errors or omissions in the plans and specifications.
- b. A review to validate the reasonableness of the specified schedule, that the contract documents are coherent and effective, and that site conditions, work areas, permit and utility requirements, and other contractor constraints are clearly addressed.
- c. Identification of areas where time and cost can be minimized.
- d. A check to determine that no extraneous requirements are included.
- e. Verification that the contract documents contain sufficient provisions to effectively manage the contract.

Any discrepancies found in the constructability review will be brought to the attention of City and the Design Engineer.

Task A.1.2 Kick-Off Meeting – Consultant will arrange and participate in a kick-off meeting to establish a Project Management Team consisting of involved Consultant staff, City staff, and Design Consultant personnel. The purpose of this meeting is to review the construction contract documents, clarify issues, establish working relationships, and review and verify mutual understanding of contract administration issues.

Task A.1.3 Review Contract Documents – Consultant will review the construction contract documents to verify that obligations placed upon the contractor are consistent with the needs and expectations of City and that these obligations are sufficient to allow Consultant to work effectively with the contractor in the best interest of City.

Task A.1.4 Contract Administration – Consultant will establish record keeping, documentation, and contract administration systems, which will generally follow Caltrans and Federal Highway Administration procedures. Upon approval by City and by Caltrans, the systems will be implemented on the Project. The procedures will reference the applicable sections of the Project Special Provisions (SP); the Standard Specifications for Public Works Construction (SSPWC), Latest Edition; the Standard Specification (SSS) issued by the State of California Department of Transportation, Latest Edition, as indicated in the contract documents; the Caltrans Construction Office Procedures; Construction Records and Procedures; Survey Manuals; and other City, County, and Caltrans manuals as they may apply.

Task A.1.5 Submittal Processing – Consultant will establish, with the assistance of the Design Engineer, a list of the submittals that will be required of the contractor with due dates to support expected schedule activities.

Task A.1.6 NPDES Permit – Consultant will verify that City and/or contractor has obtained the required permits by the Regional Water Quality Control Board, and monitor compliance throughout the Project with the provisions of the NPDES plan.

Task A.1.7 Bid Management – Consultant will assist City in preparing for the conducting of pre-bid meetings in order to attract a broad array of bidders and assist those bidders in understanding the appropriate scope of work, bid submittal conditions and dates, contract terms, and Project schedules. Consultant will monitor bidder questions and review all addenda that are issued.

Consultant will assist City in receiving and evaluating submitted bids. Consultant assigned Resident Engineer (RE) will assist with the determination of the apparent low bidder for the bid package.

Task A.1.8 Pre-Construction Conference – Consultant will conduct a pre-construction conference with all involved agencies, utilities, and the contractor as they prepare to mobilize for the Project. The RE will review with the contractor, on an overall basis, the plans and specifications for the contractor's work, and its interrelationship with other work that will take place in the construction vicinity, in an effort to gain the contractor's full understanding of the Project. The RE will review the contractor's plan and schedule for construction of the Project, including equipment, labor, and supervision planning. The RE will determine that the contractor has a clear understanding of its responsibility for general condition items, labor compliance, material staging, parking, access to the site, location of contractor's field office, and housekeeping responsibilities, including specific responsibilities for removal of debris and trash. The RE will apprise the contractor of any contract requirements regarding security matters such as fences, lighting, guard services, and posting of signs.

Vehicles, Communications – Consultant will provide vehicles and communication devices required for its personnel.

A.2 Construction Phase Services

Task A.2.1 Coordination of Contract Execution – Consultant will mobilize the RE to the Project site as soon as the Agreement is approved and will mobilize the field staff to the Project site as soon as construction is ready to begin. The RE and the field staff will be housed in the field office provided by the contractor and located near the Project site. City will provide temporary facilities for the RE until the field office is ready for use. The RE will implement the record keeping documentation and contract administration systems developed during the pre-construction phase.

Task A.2.2 Communication – Consultant will be City's focal point for correspondence related to the design and construction of the Project. Consultant will provide information as requested by City for the local community and other agencies, as directed by City.

Task A.2.3 Scheduling – Consultant will monitor the contractor's compliance with the agreed upon scheduling requirements. Consultant's major task associated with the overall scheduling requirements will be to:

- a. Review the contractor's schedule to determine that it is properly prepared, that the milestone dates meet the overall schedule, and that no major conflicts exist.
- b. Review progress attained against the approved schedule to adequately record work-in-place, detect any potential delays, and review the contractor's plan for implementation of remedial measures, when appropriate, to recover or maintain progress.
- c. In conjunction with City, negotiate schedule adjustments with the contractor that may be required due to weather, change orders, or other impacts requiring schedule adjustments.

Task A.2.4 Progress Pay Estimate – Consultant will review the contractor’s progress pay estimates in accordance with the contractor’s contract. Payments on progress estimates will be supported by source documents that represent measured quantities. A complete and accurate pay estimate will be forwarded to City for payment. Consultant will maintain a current estimate of overall construction costs.

Task A.2.5 Submittal Management – Consultant will maintain a log of, and manage, the shop drawings and sample/submittal process to determine that:

- a. All short-term look ahead schedules contain critical submittal dates, and the logs reflect the same.
- b. Submittals from the contractor are received, logged, and processed timely.
- c. Submittals are reviewed in a timely fashion by the Design Consultant and returned to the contractor to minimize lost production time.
- d. Logs are updated on a regular basis.
- e. Shop drawings have been approved and returned before associated work has begun.
- f. Copies of all submittals are maintained in the file.

Task A.2.6 Change Order Management – Consultant will investigate all proposed change orders submitted by the contractor. Change order submittals will include supporting records. Consultant’s investigation will include the impacts on the Project schedule and budget and will include a recommendation for approval or disapproval.

Consultant will review necessary and desirable changes to the Project, advise City of change order impacts, and, when required, make recommendations regarding the resulting change order costs.

Consultant will:

- a. Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- b. Prepare change order estimates, consisting of a detailed cost estimate conforming to City and Caltrans procedures and forms; assess the impacts of the proposed change on the contractor’s schedule and operations; and prepare a written report summarizing the impact of the proposed change in terms of extra costs, cost savings, schedule, and effect on contractor’s obligations.
- c. Evaluate the contractor’s price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
- d. Maintain a change order log as a means to tracking change order proposals through the review and approval process. Consultant will establish files for potential change orders or claims such as to accumulate documentation should the issues result in a change order or claim.

Task A.2.7 Construction Observation/Inspection – Consultant will implement inspection guidelines for monitoring the quality of the contractor’s work. Each member of the Consultant’s construction management staff will be familiar with the construction drawings and specifications, as well as the industry and Caltrans codes, City requirements, and standards and specifications that are incorporated into the design by reference. Consultant will be familiar with a variety of other information, including permit and license terms and conditions, any applicable provisions of environmental protection plans and procedures, and the Project schedule.

Consultant will be responsible for inspection and documentation of all bridge and roadway construction tasks, including, but not limited to: detours, construction staging, utility coordination, traffic access, pedestrian access, drainage, embankment construction, clearing and grubbing, lead handling, NPDES requirements, freeway closures, lane closures, base and surfacing, pavement delineation, signing, traffic signals, lighting, landscaping and erosion control.

Consultant will, upon witnessing any materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, issue a Non-Conformance Report notifying the contractor of such deviation and inquire about the contractor's proposed corrective action. Copies will be forwarded to City.

Task A.2.8 QA/Materials Testing – Consultant will provide materials sampling and testing which will include all testing normally required by City and Caltrans. These tests will be conducted in accordance with City and Caltrans minimal frequencies and approved procedures in accordance with the construction contract plans and specifications. Testing will be performed in accordance with the applicable materials testing manuals. Consultant will review the results of all testing materials quality inspections and will then make recommendations to City regarding the remedial actions required to correct unacceptable portions of the contractor's work.

Task A.2.9 Traffic and Signal – Consultant will review contractor's traffic control, stage construction, freeway closure, and detour plans for capacity and traffic safety. Traffic signals and lighting will be coordinated with City and Caltrans for approval.

Task A.2.10 Reporting and Record Keeping – Consultant will provide reports and keep records in accordance with City requirements and Caltrans standards.

Task A.2.11 Safety – The contractor has sole responsibility for compliance with safety requirements on the construction contract. Consultant's staff will monitor the contractor's compliance with its safety program and advise City of observed deficiencies. The Construction Safety Orders, the Caltrans Safety Manual, and the contractor's safety plan will guide Consultant's field safety monitoring program.

Task A.2.12 Jobsite Progress Meetings – Consultant will determine an appropriate schedule for conducting Project progress meetings. This schedule will be influenced by the level of Project activities and direction received from City. The principal purpose of the Project progress meetings will be to review progress and quality, notify the attendees of any contractor deficiencies, determine availability of labor, material, and equipment for upcoming work, coordinate utility outages and site disruptions, and address coordination matters. Additional special meetings may be required to address special issues and conditions and to address special coordination conditions.

The RE will chair these meetings, conduct each meeting according to a published agenda, and have Minutes prepared and promptly distributed. Minutes will detail action items and pertinent discussions, and announce the time and date of the next meeting.

Task A.2.13 Survey – Contractor will perform all construction surveys for the Project. Contractor will coordinate with Consultant during the performance of survey activities as it relates to maintenance of traffic.

A.3 Post-Construction Phase Services

Task A.3.1 Final Inspection and Punchlist – Consultant will, in conjunction with City, inspect the near-completed facilities to identify discrepancies and deficiencies in the work performed by the contractor, and will subsequently prepare the necessary punchlist to identify such items. Upon correction and re-inspection of omissions and deficiencies, the RE will report to City on the completion of the Project, recommend acceptance and approval of final payment to the contractor. If, before the final completion of the work, it is necessary for City (or a utility user) to take over, use, occupy, or operate any part of the completed or partly completed work, the RE will inspect that part of the work and complete punchlists detailing omissions and deficiencies.

Task A.3.2 As-Built Drawings – Consultant will regularly review the Project as-built drawings produced by the contractor and require that the as-built drawings reflect the current Project conditions. Consultant will provide City and the Design Engineer with a copy of the contractor's as-built drawings and sufficient additional information to prepare certified final record as-built drawings.

Task A.3.3 Project Closeout – Consultant will prepare and submit, in accordance with the direction of City, the final payment package to the contractor. Consultant will also submit all final Project records and reports (including laboratory and plant testing reports), manufacturer's certificates and videos of various phases of construction. Consultant will collect the release of any liens and forward them to City. Consultant will prepare and provide all standard reports required by Caltrans, including, but not limited to: material certification letters. Consultant will prepare the Notice of Completion as part of Project closeout. Consultant will coordinate with Caltrans and City for acceptance of the improvements.

Task A.3.4 Claims Assistance (if required) – If Project-related disputes cannot be resolved in a manner acceptable to both contractor and City, Consultant will assist City with a three-phase approach to claims resolution.

- a. Information Gathering, "Finding of Facts" – Consultant will examine pertinent documentation, field conditions, and other related details necessary to determine the facts of the dispute. Consultant will provide City with a written status report that analyzes the facts of the dispute and make recommendations as to the contractor's claim.
- b. Analysis, Strategy Formulation – If "Findings of Facts" does not result in a resolution of the matter, Consultant will perform a technical analysis of the "Findings of Facts" documents and recommend a strategy for resolving the situation.
- c. Negotiation, Resolution, Arbitration or Litigation – Consultant to provide City with support to the extent requested by City.

GENERAL PROPOSAL TERMS AND CONDITIONS

Contract Requirement - The Consultant to whom the contract is awarded shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the Consultant at the address given in the Proposal. The contract/agreement shall be made in the form adopted by the City and incorporated in these specifications. The Consultant represents that they possess, or have arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Contract Assignment - The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City of Agoura Hills.

Non-Discrimination - In the performance of the terms of this contract, the 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 age, race, color, sex, national origin or ancestry, or religion of such person(s).

Disadvantaged Business Enterprise (DBE) - Bidders are advised that, as required by Federal law, the State has established a statewide overall Disadvantaged Business Enterprise (DBE) goal. This Agency Federal-aid contract is considered to be part of the statewide overall DBE goal. To provide assistance in meeting the statewide goal, the Agency is including a DBE Availability Advisory of 2% in this contract. Although bidders need not achieve this DBE Availability Advisory as a condition of award, they are encouraged to solicit bids from DBE subcontractors and suppliers.

Communications Regarding RFP - If a Consultant is in doubt as to the true meaning or intent of any part of the Contract Documents, he/she may submit to the City Engineer a written request for an interpretation or a correction thereof. Interpretation or corrections of the Contract Documents shall be made only by addendum duly issued by the City Engineer, and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents, and such addendum shall be considered a part of, and incorporated in, the Contract Documents. All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

Business Registration - All Consultants should be aware of the City's Business Registration Ordinance which requires that a Business Registration be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City.

Payment Terms - The City's payment terms are 30 days from the receipt of an original Invoice and the City's acceptance of the services.

Ownership of Reports and Data - The originals of all studies, reports, exhibits, documents data and/or material(s) prepared and/or used to comply with any section/condition of these specifications, plus any copies of same required by the agreement to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and, as such, shall become and remain the Property of the City.

Modification or Withdrawal of Submittals - Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified proposal must be received by the time and date specified.

Property Rights - Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.

Confidentiality - Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection

of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as ineffective and will be disregarded.

Amendments to Request for Proposal - The City reserves the right to amend the Request for Proposal by addendum prior to the final proposal submittal date.

Contract Term - This contract will cover services provided from the date the contract is signed by all parties through the completion of the Services, and may be extended upon mutual consent of the parties. The fee proposed by Consultant must be valid for the entire period unless otherwise conditioned in the Proposal.

Non-Exclusive Contract - The City reserves the right to contract with other Engineering Professional Service firms during the contract term.

Insurance - The Consultant shall meet the insurance coverages as outlined in the Agreement.

Non-commitment of Department - This Request for Proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interests of the City to do so.

Public Domain - All products used or developed in the execution of any contract resulting from this Request for Proposal will remain in the public domain at the completion of the contract.

Termination - The City reserves the right to terminate this agreement upon thirty (30) calendar days from written notice to the Consultant,

Processing Requirements - All reports/drawings are required to be submitted directly to and picked up from the City of Agoura Hills. All reports/drawings will be transmitted directly between the Consultant and the City unless otherwise authorized by the City. The Consultant is required to develop and furnish the City Engineer and Planning Division with a legible written report. If the Consultant fails to submit the required reports/drawings as set forth in this section, the City shall have the right to withhold payment, and/or terminate the agreement. Once the reports/drawings have been completed and/or reviewed, the professional engineering service consultant will be required to return them to the City for further processing and coordination with other Departments and Divisions.

Required Timeframes - The Consultant office hours shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, so that the Consultant will be available to City staff and design professionals. The Consultant should review and return all reports within 10 working days of receipt of report.

Conflicts of Interest - It shall be the duty of the Consultant to comply with all applicable State and federal laws relating to prohibited conflicts of interest. Consultant agrees to promptly notify City whenever a client of Consultant has a financial interest in any City project referred to Consultant for professional services on behalf of the City. Such project may be withdrawn by the City with no compensation due, if the Consultant has a conflicting interest. Specifically, and without limiting the foregoing, the Consultant shall disclose in writing any financial, business, employment or other relationships with any contractor or engineer who may have a financial interest in securing design and/or construction contracts for the project. The Consultant shall have a continuing obligation to keep the foregoing disclosures current and up-to-date during the term of this contract, and the Contractor's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract.

Conflict of Interest Disclosure - In accordance with California Government Code Section 87302 and the provisions of the City's local conflict of code, individual employees of the Consultant awarded this contract who will be responsible for the contract services may be required to file a Statement of Economic Interest, Form 700. If such requirement is made, the filing must be made not later than 30 days after the execution of

the contract, annually thereafter prior to April 1st of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered, and may subject individual non-filers to legal liability under the provisions of California's Political Reform Act. (See Attachments D and E).

Inspections - City reserves the right to inspect the work being accomplished by the Consultant any time.

Assignment of Consultant Personnel - The Consultant shall have City's approval prior making the change(s) in a project team assigned to a project.

**CONTRACT BETWEEN CITY OF AGOURA HILLS
AND**

FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES

THIS CONTRACT, is made and entered into in the City of Agoura Hills on this ____ day of _____, 2007, by and between the CITY OF AGOURA HILLS, a municipal corporation, herein after referred to as CITY, and

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 _____ through _____. 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 specified hourly rates of compensation established as shown in Exhibit "B" attached hereto and made a part of this Agreement.

In addition, the Consultant will be reimbursed for actual direct costs, other than salary costs, that are identified in Exhibit "A". Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the Department of Transportation "Caltrans Travel Guide, Consultant/Contractors Travel Policy." See <http://www.dot.ca.gov/hq/asc/travel/consultant.htm>. Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this Agreement.

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

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. 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 & Local Governments, are subject to repayment by the Consultant to the City.

5. 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 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 5. The requirements of this Section 4 shall survive any termination of this Contract.

6. 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 | \$2,000,000 | Combined single
limit |
|----|--|-------------|--------------------------|

	bodily injury, property damage)		
b)	Automobile Liability for owned autos and unowned/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 6.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 6.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.

7. 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.

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.

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 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 final payment date 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 Nathan Hamburger, Assistant to the City Manager
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

CONSULTANT _____

16. 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.

17. 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).

18. 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 Rodrigues, City Clerk

By: _____
Dan Kuperberg
Mayor, City of Agoura Hills

APPROVED AS TO FORM:

Craig Steele, City Attorney

CONSULTANT:

By: _____
Name

Signature

Title

CONFLICT OF INTEREST STATEMENT FOR CONSULTANTS

AS REQUIRED BY THE FAIR POLITICAL PRACTICES COMMISSION (FPPC) UNDER CALIFORNIA GOVERNMENT CODE SECTION 87306

Consultants who make or participate in the making of decisions which may affect financial interests are required to file a Conflict of Interest Statement, Form 730 under Disclosure Category 1.

Consultant, as defined, "shall include any natural person who provides, under contract, information, advice, recommendation, or counsel to a state or local government agency, provided, however, that 'consultant' shall not include a person who:

1. Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and
2. Possesses no authority with respect to any agency decision beyond rendition of information, advice, recommendation or counsel."

Procedure

1. All Request for Proposals (RFP's) for Consultant services should include the following clause in the General Terms and Conditions:

Conflict of Interest Disclosure - In accordance with California Government Code Section 97306, the Consultant awarded a contract to provide the requested services, may be required to file a Conflict of Interest Statement, Form 730 no later than 30 days after execution of the contract, annually thereafter prior to April 30th of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.

2. Prior to award of a contract, a determination is made as to whether the Consultant who will be retained to provide certain services is required to file a Conflict of Interest Statement based on the definition of Consultant.
3. The Determination of Reporting Status for Consultant form (Attachment F) is completed by the Department.
4. Award of contract staff reports along with the Determination of Reporting Status for Consultants form are routed to the Support Services Administrator and the City Attorney's Office prior to submittal to the City Manager's Office. The staff report,

Contract and Determination of Reporting Status for Consultants form are then routed to the City Manager's office upon approval for contracts under \$15,000, and for inclusion on the City Council Agenda for contracts exceeding \$15,000.

5. The Department ensures that all Conflict of Interest filings by the Consultant are forwarded immediately to the City Clerk's office. The Department also does not authorize payment for services rendered until the proper Conflict of Interest filings have been completed.

DETERMINATION OF REPORTING STATUS FOR CONSULTANTS

NAME OF CONSULTANT _____

ADDRESS _____

BRIEF DESCRIPTION OF DUTIES:

On the basis of an evaluation of duties:

_____ I find the consultant is exempt from filing a Conflict of Interest Statement, Form 730. Consultant will not participate in the decision making process.

_____ I find the consultant must file a Conflict of Interest Statement, Form 730, with full disclosure as called for under Category I.

_____ I find the consultant must file a Conflict of Interest Statement, Form 730, with disclosure under Category I as indicated below, based on limited range of responsibilities:

_____ 1. Real property, any loan, any gift, or any income in which the consultant or spouse has an interest within the jurisdiction of the City of Agoura Hills as defined in this Code.

_____ 2. Investments in business entities or income from sources which provide supplies, equipment or services of the type utilized by the department or division for which the Designated Employee is utilized.

PREPARED BY:

Name

Date

Title

APPROVED AS TO FORM:

CONCUR WITH DETERMINATION:

City Attorney

Greg Ramirez, City Manager