

**AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT:	California Code Check
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Tom Harris, Jr., S.E.
CONSULTANT'S ADDRESS:	925 Broadbeck Drive, #230 Newbury Park, CA 91320
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attention: Nathan Hamburger
COMMENCEMENT DATE:	July 1, 2007
TERMINATION DATE:	June 30, 2008

**CONTRACT WITH THE CITY OF AGOURA HILLS
AND CALIFORNIA CODE CHECK FOR PROFESSIONAL SERVICES**

THIS CONTRACT, is made and entered into in the CITY of Agoura Hills on this 26th day of September 2007, by and between CITY OF AGOURA HILLS, a municipal corporation, herein after referred to as CITY, and CALIFORNIA CODE CHECK., 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 September 26, 2007, through June 30, 2008. This Contract will remain in full effect until such time CITY determines CONSULTANT's services are no longer needed, and CITY has provided CONSULTANT with written notification for immediate termination of this Contract. This Contract may be extended for a maximum of two, one-year extensions upon the expiration of the initial contract, 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 "B" attached hereto and made a part 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 services.

3. **CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements herein, before-mentioned to be made and performed by CITY, CONSULTANT agrees with CITY to furnish the services and to do everything required by this CONTRACT and the scope of work attached hereto as Exhibit "A". 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 AND INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify, and hold harmless 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 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.

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

- a) General Comprehensive Liability \$2,000,000 Combined single limit
(must be written on an occurrence form and include bodily injury, property damage)
- b) Automobile Liability for owned autos \$2,000,000
and non-owned/hired autos (must be written on an occurrence form)
- c) Professional Liability/Errors \$2,000,000
& Omissions
- 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 the CITY.

7. 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 be withheld unreasonably. CITY may terminate this Contract immediately without cause, upon 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; such 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.

8. 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.

9. 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.

10. WORK SCHEDULE. All hours of work shall be paid in accordance with the rate specified under Exhibit "B".

11. 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.

12. 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.

13. 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 City Manager
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

CONSULTANT: Tom Harris, S.E.
California Code Check
925 Broadbeck Drive, #230
Newbury Park, California 91320

14. 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.

15. 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 as outlined in Section 7 hereof.

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
City of Agoura Hills

By: _____
Dan Kuperberg, Mayor
City of Agoura Hills

APPROVED AS TO FORM:

Craig Steele, City Attorney
City of Agoura Hills

CONSULTANT:

California Code Check

925 Broadbeck Drive, #230

Newbury Park, California 91320

By: _____
Tom Harris, S.E., President

EXHIBIT A

SCOPE OF SERVICES

I. BUILDING & SAFETY SERVICES

When requested by approved City staff:

1. Review construction plans and other related documents for compliance with:
 - Structural / Latest City Adopted Building Code
 - Architectural / Latest City Adopted Building Code
 - Electrical / Latest City Adopted Electrical Code
 - Plumbing / Latest City Adopted Plumbing Code
 - Mechanical / Latest City Adopted Mechanical Code
 - Fire / Latest City Adopted Fire Code
 - Energy – Latest City Adopted Title 24 Energy Code
 - Physically Disabled Laws - Title 24 (State and Federal)
 - Other City Ordinances, Policies, and Procedures Conformance
2. Maintain close liaison with other City departments and public agencies in order that the appropriate requirements of those departments are incorporated within such building plans.
3. Be available and meet with applicants at City Hall to discuss plan check corrections or give preliminary information two days a week or as agreed with City representatives.
4. Shall provide plan review and return the plans to the City within a ten (10) business day period.

II. PUBLIC WORKS SERVICES

1. Provide construction inspection of all work relating to development projects, capital improvement projects, and all other permitted work within the public right-of-way. Said inspection shall also cover any infrastructure on private property that is or will be City-owned or maintained for any period of time.
2. Ensure public right-of-way surrounding construction sites are kept in safe conditions. Should the construction site become unsafe at any time, inspector shall inform the party causing the unsafe condition to restore the site to a safe condition and/or issue a “Stop Work” notice.

3. Ensure public right-of-way surrounding construction sites are kept clear of debris, excess sediment, etc. Inspector shall inform construction crews of any violations to this requirement, and order the immediate clearing of any foreign materials in the public right-of-way.
4. Assist City staff in the daily monitoring of City streets to ensure public right-of-way are kept in safe and clean conditions.
5. Assist in City's concrete repair project by marking areas throughout City in need of concrete repair. Work shall consist of marking the location (ie: spraypaint) and informing City staff of said location so it can be added to concrete repair list.

III. BUILDING INSPECTION SERVICES

1. Provide Building Inspection Services and assure that the construction meets the construction plans and is in compliance with the latest codes, policies and procedures.

IV. OTHER SERVICES

CITY may from time to time have the need for other services not specifically listed in items I-III, for which CONSULTANT has necessary experience and capabilities to provide such services. CITY, through its City Manager, Assistant City Manager, Building Official, or City Engineer, may authorize CONSULTANT, in writing, to perform such selected services on an as needed basis.

EXHIBIT B

COMPENSATION TO CONSULTANT

For the services provided under Exhibit “A”, CONSULTANT shall be compensated at the rates listed below:

ITEM I - PLAN REVIEW:

- 75% of the City of Agoura Hills plan review fee (including all re-checks)

ITEM II – PUBLIC WORKS SERVICES

- Public Works Inspection services will be provided at a rate of \$85 an hour

ITEM III – BUILDING INSPECTION SERVICES

- Building Inspection services will be provided at a rate of \$63 an hour with a minimum of 4 hours minimum charge per inspector