

REPORT TO CITY COUNCIL

DATE: **APRIL 22, 2009**

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **GREG RAMIREZ, CITY MANAGER**

BY: **NATHAN HAMBURGER, ASSISTANT CITY MANAGER**

SUBJECT: **AUTHORIZATION TO SOLICIT REQUEST FOR QUALIFICATIONS
AND REQUEST FOR PROPOSALS FOR THE ENGINEERING AND
ENVIRONMENTAL SERVICES RELATED TO THE U.S. 101/PALO
COMADO CANYON ROAD (AT CHESEBRO) INTERCHANGE
PROJECT**

As the City Council continues its commitment to improve the City's infrastructure and address traffic issues, the local interchanges along the U.S. 101 have been a major focus. The City received an approved Project Study Report (PSR) from Caltrans on February 27, 2009. In an effort to move forward with the next phase of this project, staff has prepared a Request For Qualifications/Request For Proposals (RFQ/RFP) for the Project Report (PR) and necessary environmental review and is seeking authorization to seek proposals.

The PSR has four different construction alternatives, each addressing the bridge as well as the on and off ramps. The alternatives vary slightly, starting with a "No Build" option, up to a complete replacement of the bridge. The next phase, or PR, will ultimately identify the preferred alternative that will be used to create the Plans, Specifications, and Estimates that will be used for construction. In addition, the required environmental review of the preferred alternative will be conducted and approved by Caltrans, as the oversight agency.

The scope of work includes the following:

- Identify a final preferred alternative for bridge and other improvements.
- Prepare a Project Report and obtain approval from Caltrans and the Federal Highway Administration.
- Submit all required and requested data for an environmental review related to the preferred alternative and receive approval from Caltrans and all other affected agencies.
- Coordinate project between City and all other agencies, including affected utilities.

- Preparation of new estimated project cost and determine the need, if any, for Right-Of-Way acquisition.

This phase of work is expected to take 18 to 24 months to complete, which includes all the necessary notifications required through the environmental review process. This timeframe for the PR phase of work is consistent with the past two projects completed by the City.

The funding for this phase of work will come from the City's Traffic Improvement Fund, which can only be used for specific roadway improvements. The use of these funds does not impact the City's General Fund. As directed by the City Council, staff will continue to actively pursue outside funding sources for the construction phase of this project, specifically through the Federal and State Governments.

RECOMMENDATION

Staff respectfully recommends the City Council authorize staff to solicit for qualification proposals for the engineering and environmental services related to the U.S. 101/Palo Comado Canyon Road Interchange Project.

Attachment: (A) Request For Qualifications/Request For Proposals



REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS

ENGINEERING DESIGN SERVICES

U.S. 101 FREEWAY AND PALO COMADO CANYON ROAD BRIDGE

(AT CHESEBRO ROAD)

PROJECT REPORT (PR) & ENVIRONMENTAL REVIEW DOCUMENTS

The City of Agoura Hills is requesting proposals for engineering design services to complete a Project Report and Environmental Review Documents for the U.S. 101 Freeway and Palo Comado Canyon Road Bridge (at Chesebro Road).

The Technical Qualification Proposal and Cost Proposal must be submitted in separate envelopes clearly identified and shall be marked "Request for Proposal, Palo Comado Canyon Road Bridge - Engineering Design Services."

All proposals must be sealed and submitted on or before 2:00 p.m., May 19, 2009, to the following address:

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

Additional information may be obtained by contacting Nathan Hamburger, Assistant 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

CITY OF AGOURA HILLS
PROPOSAL PACKAGE

PROJECT DESCRIPTION:

The City of Agoura Hills is seeking proposals from qualified engineering firms to perform engineering and design services for improvements to the Palo Comado Canyon Road Bridge at Chesebro Road. The Palo Comado Canyon Bridge at the U.S. 101 Freeway is a non-standard interchange, considering the location of the existing southbound off and on ramps are to the west of the bridge on Dorothy Drive and Chesebro Road. The bridge crossing currently contains 2 lanes of traffic and a sidewalk on the west side of the bridge. The City desires to widen the bridge in order to accommodate existing and future traffic conditions and provide for increased safety. The City is requesting the consultant to utilize the alternatives accepted in the approved Project Study Report (PSR) to assist in the designation of the most likely alternative and to design for ultimate build out of the bridge so that it will provide efficient and safe flow of vehicles, pedestrians and bicyclists. The alignment shall match existing improvements, as well as consider future improvements to the north and south of the bridge.

The improvements are anticipated to include bridge widening, construction of a hook off-ramp on the northbound ramp, minor ramp (other 3 ramps) and traffic modifications, and other related changes. Project goals, costs, and impact on the surrounding community will be considerations as the ultimate improvement alternative is selected. Alternative 3 was identified as the preferred alternative for programming purposes only in the approved PSR. The firm selected will be responsible for the following phases of work:

Items	Description
1	Project Report
2	Environmental Review Documents as required by the California Department of Transportation

Items 1 and 2 shall be completed concurrently. Phase 1 includes the preparation of the Project Report. The Project Report shall be reviewed and accepted by the City and Caltrans. Item 2 includes preparing the proper environmental documents that will meet both Federal and State requirements. This may include an Environmental Impact Report (EIR) and/or Environmental Assessment (EA). It will be the consultant's responsibility to determine the acceptable documents so that this project will be able to utilize both State and Federal funding for the project. Caltrans has indicated that it will be the lead agency of the environmental review related to this project, so it is incumbent of all bidders to understand the latest requirements by Caltrans and to be able to appropriately complete and submit all of the necessary data and documentation required by Caltrans staff.

Items 1 and 2 will begin immediately upon City Council approval of the Professional Services Agreement with the successful consultant. The City fully intends to complete each phase and utilize the hired consultant for each phase. **The City reserves the right to terminate the agreement in accordance with terms of the contract.**

It should be noted that the consultant hired will be paid from local City funds. There will be no State or Federal funds used for the consulting services and, therefore, there are no DBE goals or Pre-Award audits necessary for the consultant.

Time is of the essence in this contract. Information relating to traffic counts, aerials, and the approved PSR can be obtained by contacting Nathan Hamburger, Assistant City Manager at (818) 597-7308 and Nhamburger@ci.agoura-hills.ca.us or Ramiro Adeva, City Engineer, at (818) 597-7353 and Radeva@ci.agoura-hills.ca.us.

PROPOSAL CONTENT

The Consultant shall prepare a technical qualification proposal and a detailed cost proposal for the various types of work to be performed. These proposals shall be submitted in separately sealed envelopes.

A. The Consultant's Technical Qualification Proposal package shall contain the following:

1. Introduction

Introduction of project proposal, including a statement of the understanding of the project; discussion on how the objectives of the scope of work will be accomplished; the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub consultants shall be identified and included in the proposal (all sub consultants must be approved by the City).

2. Qualifications

- a. A description of the firm's capabilities and experience on similar projects, specifically bridge widening or replacements, work on interchanges, etc.
- b. Identification of consultant's staff and their capabilities. Please identify the Project Manager assigned to the work; the proposed responsibilities of each person and brief resumes which highlight special qualifications relevant to the required tasks.
- c. A description of your firm's key personnel's present activities and their availability to accomplish the required services.
- d. Identification of any sub consultants to be used. Information shall include the name and address of the sub consultant, resumes of the key staff proposed for the project and the tasks to be carried out.

3. Scope of Services

A description of the approach and methodology to be used to provide the required engineering services. Identify any supplemental tasks deemed necessary or alternatives which may enhance the project, reduce costs, or speed delivery. Identify supplemental studies and reports, data collection requirements, and other documents required to complete the task. See Attachment B.

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 sub consultant firm. The labor hours shall be based upon each phase of work.

5. Schedule

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

6. Conflict of Interest

The Consultant shall disclose any financial, business or other relationships with the City, which may have an impact on the outcome of this contract or any resulting construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract (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 a 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 costs that will be necessary in completing this project.

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 90-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 one (1) copy 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., May 19, 2009. 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's staff based on the following criteria:

- Understanding of work scope
- 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
- Familiarity with State and Federal environmental review requirements
- Demonstrated ability to complete tasks within established time frames
- Any conflict of interest with Development Projects being worked on in the City of Agoura Hills

The Cost Proposal will not be used in the ranking process. The Technical Qualification Proposal will determine the ranking according to the City's qualification selection procedure. The City may request a qualification interview 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. Cost Proposals will not be opened by the City until the Technical Qualification Proposals have been ranked.

The award of the contract will be based on a combination of all of the above factors. The City reserves the right to reject any and all proposals.

CALENDER OF EVENTS

Distribution of RFP	April 23, 2009
Prep-Proposal MeetingMay 5, 2009 (10:00 am at Agoura Hills City Hall)
Proposal Due Date	May 19, 2009 (2:00 pm)
Interviews of selected firms	May 26, 2009 (Tentative)
Negotiation with top selected firm	May 27 – June 3, 2009
Council approval of Professional Services Agreement	June 10, 2009
Notice to Proceed	Following City Council Approval

CITY OF AGOURA HILLS
SCOPE OF SERVICES

The proposal shall identify a concise description of the scope of work and how the consultant will complete the work. It is up to the Consultant to determine the best and most cost effective method to complete the work so that the project can be constructed to the satisfaction of Caltrans and the City.

Items 1 & 2

- Prepare and obtain Caltrans approval on a Project Report with a preferred alternative for the bridge and other improvements.
- The Project Report shall be prepared according to Caltrans procedures and guidelines. The report shall include all supporting documentation including, but not limited to fact sheets, structural design support, value engineering, alternatives, geometric maps, advance planning studies, preliminary drainage studies, cost estimates, and soils analysis to support the study.
- Prepare and obtain approval on the environmental documents from all affected agencies.
- The consultant shall coordinate and determine with the City and Caltrans on the type of environmental analysis required to complete the project. If determined by the agencies involved, an Environmental Impact Report and/or Environmental Assessment (EA) may be required. The documents prepared must identify all impacted items and provide appropriate mitigation in accordance with State and Federal regulations.
- Tasks shall include, but are not be limited to, Notice of Invitation of Studies, traffic data, cultural, natural environmental study, water quality requirements, air quality requirements, and meetings with the various functional units with Caltrans regarding all environmental review items.

PROJECT COORDINATION: The Assistant City Manager will coordinate the project for the City. The Consultant's Project Manager and/or Project Engineer shall attend and coordinate progress meetings with the City.

CITY'S RESPONSIBILITIES: The City will provide to the Consultant for their use access to any existing reference materials or survey data currently available within the City files that are necessary to accomplish this project. The City will provide boiler plate contract bid documents.

CITY OF AGOURA HILLS
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) working 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).

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 Assistant City Manager 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's Assistant City Manager, 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 thirty (30) days from the receipt of an original invoice referencing the City's Purchase Order number and 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 non-effective 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 coverage as outlined in the Agreement and not allow it to expire prior to the completion of the agreed upon work 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 written notice to 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 legible written reports and drawings. 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's office hours shall be 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 ten (10) working days of receipt of report.

Conflicts of Interest - Consultant agrees to promptly notify City whenever a client of Consultant has an interest in any project referred to Consultant for professional services. In particular, Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the resulting construction project. Such project may be withdrawn by the City with no compensation due, if the Consultant has a conflicting interest.

Conflict of Interest Disclosure - In accordance with California Government Code Section 87306, the Consultant awarded a contract may be required to file a Conflict of Interest Statement, Form 730. If such requirement is made, the filing must be no later than 30 days after the 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. (See Attachments D and E.)

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

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

**CONTRACT BETWEEN CITY OF AGOURA HILLS
AND**

FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT, is made and entered into in the City of Agoura Hills on this ____ day of _____, 2009, 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 _____, 2009 through _____, 20___. 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 will receive, therefore, 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 thirty (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 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 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 coverage prior to the execution hereof:

a)	General Comprehensive Liability (must be written on an occurrence form and include bodily injury, property damage)	\$1,000,000	Combined single limit
b)	Automobile Liability for owned autos and non-owned/hired autos (must be written on an occurrence form)	\$1,000,000	
c)	Professional Liability/Errors & Omissions	\$1,000,000	
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 thirty (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 Assistant City Manager of 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 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 period 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 with staff reports, exhibits, charts, graphs, and other written material which meet or exceed 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 at the sole discretion of the CITY, 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. 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.

9. 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.

10. 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.

11. TIME OF PERFORMANCE. Time is of the essence in this Contract.

12. 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 in Labor Code Section 1735.

13. 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.

14. NOTICE. All written notices to the parties hereto shall be sent by either registered or certified U.S. mail, postage prepaid, addressed as follows:

CITY Nathan Hamburger, Assistant City Manager
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

CONSULTANT _____

15. 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.

16. 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).

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

City Clerk, City of Agoura Hills

By: _____
Denis Weber, Mayor

APPROVED AS TO FORM:

City Attorney, City of Agoura Hills

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 Requests 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

Craig Steele, City Attorney

Greg Ramirez, City Manager