

## **REPORT TO CITY COUNCIL**

**DATE: MAY 26, 2010**

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

**FROM: GREG RAMIREZ, CITY MANAGER**

**BY: AMIR HAMIDZADEH, BUILDING OFFICIAL**

**SUBJECT: AUTHORIZATION TO SOLICIT REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS FOR PLAN REVIEW AND INSPECTION SERVICES FOR THE BUILDING AND SAFETY DEPARTMENT**

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The request before the City Council is for the City's Building and Safety Department to solicit qualifications and proposals to provide the department with additional plan review and inspection services.

As you are aware, the Building and Safety Department currently has only three (3) staff and one consultant who are responsible for all construction activities throughout the City. Due to the economy and budget constraints, our consultant has been forced to cut their staff to a minimum. Fortunately, this action has not affected the great service they provide our City at this time; however, we are anticipating that many upcoming projects, such as Trader Joe's, the Hilton Foundation, Gupta's office building, Dale Poe's industrial park, RioPharm's 24 residential homes, and others will be concurrent in the upcoming year, which would require additional staff. In order to assure that we continue to provide the same level of service to our community, it is important that we have an additional consulting firm under contract in order to assist us with plan review and inspection services throughout the year and especially during a natural disaster.

Following is the scope of work for such services that the qualified consultant would provide:

**PLAN REVIEW SERVICES:**

- Review of Construction plans and other related documents for compliance with the following codes:
  - Architectural / Latest City Adopted Building and Residential Code
  - Structural / Latest City Adopted Building and Residential 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

- Accessibility / Latest City Adopted Title 24 Accessibility Codes (State and Federal)
- Green Building / Latest City Adopted Green Building Code
- Other City Ordinances, Policies, Procedures
- Maintain a close liaison with other city departments and public agencies in order to make sure all appropriate requirements are incorporated in the construction documents
- Shall be available to address applicants concerns and discuss plan review corrections
- Shall be able to review plans and return to applicant within ten (10) business days on the first review and five (5) business days for further submittals, thereafter
- Shall be available during an emergency or natural disaster to assist the City with plan review services

As the City Council has continuously committed to the safety and welfare of the community and in order to build a better and safer place to live and work, the City will be seeking qualified firms capable of providing plan review and inspection services throughout the year and in the event of an emergency and natural disaster.

**INSPECTION SERVICES:**

- Shall provide inspection services and assure that the construction meets the plans and is in compliance with the latest adopted codes, policies and procedures
- Shall be available to provide inspection services upon 48 hour advance notice
- Shall be available during an emergency or natural disaster to assist the City with inspection services

**RECOMMENDATION**

Staff respectfully recommends the City Council authorize staff to solicit for qualification proposals for plan review and inspection services for the Building and Safety Department.



**REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS**

**PLAN REVIEW AND INSPECTION SERVICES  
FOR BUILDING AND SAFETY DEPARTMENT**

The City of Agoura Hills Building and Safety Department is seeking proposals from qualified consultant(s) to provide plan review and inspection services for the development within City limits.

The services rendered are going to be utilized on an as needed basis and will not be full-time, however in the event the need arises, the City will utilize the selected firm in order to provide our community with fast and quality service.

The City is also asking that the selected firm be available to provide the requested services in the event of an emergency and natural disaster.

There are two (2) parts to the submittal package. Technical Qualifications and Cost Proposal. Each must be submitted as separate documents in an envelope marked "Request for Qualification/Proposal, Building and Safety Department". Should your firm be interested in submitting a proposal for this project, please submit three (3) copies of the Technical Qualification Proposal and one (1) copy of the Cost Proposal, as identified in this document to:

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

All proposals must be sealed and submitted on or before 2:00 p.m., June 21, 2010.

Any questions or additional information may be obtained by contacting Amir Hamidzadeh, Building Official at (818) 597-7332.

**ATTACHMENTS:**

- A. Proposal Package
- B. Scope of Services
- C. General Proposal Terms and Conditions
- D. Agreement/Contract

CITY OF AGOURA HILLS  
PROPOSAL PACKAGE

The Consultant shall prepare a technical qualification proposal and a detailed cost proposal for the types of work to be performed. These proposals shall be submitted in clearly identified packages namely “Technical Qualifications” and “Cost Proposal”, for the Plan Review and Inspection Services for the City of Agoura Hills, Building and Safety Department.

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.

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. Proposal shall be a clear, concise narrative, incorporating all requirements specified in the Scope of Services.
- b. A description of the firm's capabilities and experience on similar projects, specifically related to enforcement of the appropriate local, state, and federal construction codes.
- b. Identification of consultant’s staff and their capabilities. Please identify the contact person(s) responsible for Plan Review and Inspection Services.
- c. A description of your firm's key personnel's experience qualification who will be assisting the Building and Safety Department 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.

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 fee proposal shall be broken down in separate category of plan review and inspection services.
2. Provide insurance coverage and capability information as follows:
  - a. Commercial General Liability Insurance - With limits not less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
  - b. Workers Compensation - On a state-approved policy form providing statutory benefits as required by law with employer's liability limits not less than \$1,000,000 per accident for all covered losses.
  - c. Business Auto Coverage - With limits not less than \$1,000,000 per accident, combined single limit.

It is not a requirement for the consulting firm to provide both services (Plan Review and/or Inspection), however it would be highly desirable.

The qualified consulting firm would possess:

- All the necessary licenses and certificates
- Detailed knowledge of the latest applicable codes and regulations (local, state and federal)
- Be able to provide a quick turnaround time on Plan Review (less than 10 days, 1<sup>st</sup> review, 5 days for reviews thereafter)
- Be able to provide inspection services with a two-day advance notice from the City
- Be up-to-date with all current and upcoming codes
- Be able to directly meet or discuss projects with the applicants or their representatives
- Adequate years of experience in the field they are submitting their application.

The City will choose the top candidates to interview. The selection of the winning consultant(s) will be based on the above criteria and a successful interview with City officials. The contract will go into affect starting July 1, 2010, upon City Council approval of the Professional Services Agreement with the successful consultant. City fully intends to utilize the hired consultant and their services for the on-going developments within our jurisdiction. The City reserves the right to terminate the agreement in accordance with the terms of the contract.

CITY OF AGOURA HILLS  
SCOPE OF SERVICES

The City of Agoura Hills, Building and Safety Department seeks qualified firms capable of providing a great service to the Department and the community in the areas of Plan Review and Inspection services as follows:

PLAN REVIEW:

- Review of Construction plans and other related documents for compliance with the following codes:
  - Architectural / Latest City Adopted Building and Residential Code
  - Structural / Latest City Adopted Building and Residential 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
  - Accessibility / Latest City Adopted Title 24 Accessibility Codes (State and Federal)
  - Green Building Latest City Adopted Green Building Code
  - Other City Ordinances, Policies, Procedures
- Maintain close liaison with other city departments and public agencies in order to make sure all appropriate requirements are incorporated in the construction documents
- Shall be available to address applicant's concerns and discuss plan review corrections
- Shall be able to review plans and return to applicant within ten (10) business days
- Shall be available during an emergency or natural disaster to assist the City with the plan review services

INSPECTION:

- Shall provide inspection services and assure that the construction meets the plans and is in compliance with the latest adopted codes, policies and procedures
- Shall be available to provide inspection services upon 48 hour notice
- Shall be available during an emergency or natural disaster to assist the City with inspection services

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 contact the Building Official in writing for an interpretation or a correction thereof. Interpretation or corrections of the Contract documents shall be made only by addendum duly issued by the Building Official and Management approval, 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.

Required Timeframes - The Consultant should review and return all reports, plans and documents within maximum of ten (10) working days of receipt of such document(s) for the first plan review and five (5) days for any additional review thereafter.

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 Agreement of Contract and Conflict of Interest Attachments)

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.

AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Name of Company
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Contact Name
CONSULTANT'S ADDRESS:	Address City, State, Zip Code
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Name of Staff Member
COMMENCEMENT DATE:	July 1, 2010
TERMINATION DATE:	June 30, 2012
CONSIDERATION:	Contract Price Not to Exceed: \$ /yr

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF AGOURA HILLS**

**AND**

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**THIS AGREEMENT** is made and effective as of July 1, 2010, between the City of Agoura Hills, a municipal corporation ("City") and \_\_\_\_\_ ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**TERM.** This Agreement shall commence on July 1, 2010, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2012, unless sooner terminated pursuant to the provisions of this Agreement. The City may, at its option, extend this Agreement for one additional term of one year upon providing written notice of its intent to so-extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

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

**PERFORMANCE.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

**PAYMENT**

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed \_\_\_\_\_ ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

## **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

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

In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

## **DEFAULT OF CONSULTANT**

The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

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

## **OWNERSHIP OF DOCUMENTS**

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

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

**INDEMNIFICATION.** The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

**INSURANCE REQUIREMENTS.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

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

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

Professional Liability coverage: Two million (\$2,000,000) per claim and in aggregate.

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

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

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

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

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

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

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

G. **Mailing Instructions.** All certificates of insurance should be directed to the attention of the City Clerk, City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301, and include a description of the project. Agreements cannot be released nor may any work commence until the appropriate proof of insurance is on file with the City Clerk.

### **INDEPENDENT CONTRACTOR**

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

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

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

### **RELEASE OF INFORMATION**

All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or

property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

**NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, California 91301  
Attention: City Manager

To Consultant:

**ASSIGNMENT.** The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

**LICENSES.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.



**GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

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

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

**AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

**CITY OF AGOURA HILLS**

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William D. Koehler  
Mayor

ATTEST:

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Kimberly M. Rodrigues, MMC  
City Clerk

APPROVED AS TO FORM:

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Craig A. Steele,  
City Attorney

**CONSULTANT**

*[Insert Company Name  
Address  
Contact Name  
phone and  
fax number here]*

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**[Signatures of Two Corporate Officers Required]**

## EXHIBIT A

### TASKS TO BE PERFORMED

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

#### PLAN REVIEW:

- Review of Construction plans and other related documents for compliance with the following codes:
  - Architectural / Latest City Adopted Building and Residential Code
  - Structural / Latest City Adopted Building and Residential 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
  - Accessibility / Latest City Adopted Title 24 Accessibility Codes (State and Federal)
  - Green Building Latest City Adopted Green Building Code
  - Other City Ordinances, Policies, Procedures
- Maintain close liaison with other city departments and public agencies in order to make sure all appropriate requirements are incorporated in the construction documents
- Shall be available to address applicant's concerns and discuss plan review corrections
- Shall be able to review plans and return to applicant within ten (10) business days
- Shall be available during an emergency or natural disaster to assist the City with the plan review services

#### INSPECTION:

- Shall provide inspection services and assure that the construction meets the plans and is in compliance with the latest adopted codes, policies and procedures
- Shall be available to provide inspection services upon 48 hour notice
- Shall be available during an emergency or natural disaster to assist the City with inspection services

**EXHIBIT B**  
**PAYMENT RATES AND SCHEDULE**