

REPORT TO CITY COUNCIL

DATE: APRIL 27, 2011

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: RAMIRO ADEVA, CITY ENGINEER

SUBJECT: APPROVAL OF A CONTRACTOR SERVICES AGREEMENT WITH BURNS-PACIFIC CONSTRUCTION, INC., FOR PUBLIC WORKS MAINTENANCE SERVICES

On October 27, 2010, the City Council authorized staff to solicit proposals for public works maintenance services. The services, shall include, but are not be limited to, street maintenance, minor sidewalk repairs and inspection, catch basin cleaning, traffic sign maintenance, street striping/pavement marking, and general clean-up, as needed.

On March 17, 2011, the City received proposals from two (2) prospective companies: Burns-Pacific Construction, Inc., and Hardy and Harper, Inc. Staff reviewed and evaluated the proposals, and unanimously determined that Burns-Pacific Construction, Inc., was the most experienced and qualified. In addition, the fee rates contained in their cost proposal were 20 percent lower in comparison to Hardy and Harper, Inc. Burns-Pacific Construction, Inc., has previously worked on various capital improvement projects for the City including the Canwood Street Extension and Dorothy Drive Street Improvement projects. In addition, they have provided public works services for the City of Malibu for over seventeen years with favorable results.

There are sufficient funds appropriated in the FY 2010/11 budget to cover the costs for these services through the remainder of the fiscal year. The term of the agreement would begin immediately if authorization is approved, and would expire June 30, 2013, and can be extended for a maximum of two years upon mutual agreement between the City and contractor. Prices may be increased or decreased annually by a percentage determined from the California Consumer Price Index.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the contractor services agreement with Burns-Pacific Construction, Inc.
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: Burns-Pacific Construction, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Paul Burns

CONTRACTOR'S ADDRESS: 505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Kelly Fisher

COMMENCEMENT DATE: May 1, 2011

TERMINATION DATE: June 30, 2013

CONSIDERATION: Contract Price
Not to Exceed: \$100,000/yr

ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i> _____ _____ _____ _____
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Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND BURNS-PACIFIC
CONSTRUCTION, INC.**

THIS AGREEMENT is made and effective as of May 1, 2011, between the City of Agoura Hills, a municipal corporation ("City") and Burns-Pacific Construction, Inc. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM. This Agreement shall commence on May 1, 2011, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2013, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for two additional terms 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. If this Agreement is extended beyond the original Term, contract price shall be adjusted at the beginning of each calendar year in accordance with the changes in the Consumer Price Index for all Urban Consumers in the Los Angeles-Anaheim-Riverside Area published monthly by the United States Bureau of Labor Statistics (CPI).

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

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

4. PREVAILING WAGES. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office of the City of Agoura Hills. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$25.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of the Contract.

5. PAYMENT.

A. The City agrees to pay Contractor 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 \$100,000 (“Contract Price”) for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Contract Price. Any additional work in excess of this amount shall be approved by the City Council.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor 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 Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. 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 Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor 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.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor 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 Contractor will submit an invoice to the City pursuant to Section 4.

7. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for

any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his or her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor 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 Contractor 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.

8. OWNERSHIP OF DOCUMENTS

A. Contractor 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. Contractor 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. Contractor 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.

B. 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 Contractor. With respect to computer files containing data generated for the work, Contractor 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.

9. INDEMNIFICATION. The Contractor 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 Contractor'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.

10. INSURANCE REQUIREMENTS. Contractor 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 Contractor, its agents, representatives, or employees.

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

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

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

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

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

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

1) 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.

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

3) 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.

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

C. 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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1) 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 Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor'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 Contractor's insurance and shall not contribute with it.

3) 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.

4) The Contractor'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.

5) 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.

E. 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.

F. Verification of Coverage. Contractor 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 Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

11. INDEPENDENT CONTRACTOR

A. Contractor 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 Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor 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.

Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

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

12. LEGAL RESPONSIBILITIES. The Contractor 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 Contractor 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 Contractor to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, 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 Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, 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 Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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.

14. 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 Contractor: Burns-Pacific Construction, Inc.
505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Attention: Paul Burns

15. ASSIGNMENT. The Contractor 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, Contractor'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 Contractor.

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

17. GOVERNING LAW. The City and Contractor 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.

18. 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 Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor 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 Contractor or Contractor's sub-contractors on this project. Contractor 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.

19. 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.

20. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor 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

Harry Schwarz
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Craig A. Steele,
City Attorney

CONTRACTOR

Burns-Pacific Construction, Inc.
505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Paul Burns
805-371-4171
805-495-2866 (Fax)

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

I. PROPOSED SCOPE OF SERVICES

Scope of Maintenance Services: The work to be done consists of furnishing all material, equipment and labor as required by the contract documents for Public Works services within the City of Agoura Hills as directed by the City's Engineering Department staff.

I. General

- A.** Attend kick-off meeting at the City to discuss roles of team personnel, schedule, critical activities, constraints, interface with the public and specific issues.
- B.** The Contractor shall provide the names, addresses, and phone numbers of representative(s) responsible for the following:
 - 1. Emergency responses (24-hour contact information)
 - 2. Person in responsible charge at the local office
 - 3. Person in responsible charge at the main/corporate office.
- C.** The Contractor shall comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring.
- D.** All Contractors and subcontractors shall carry full insurance with City named as an additional insured, and include appropriate endorsement(s) as detailed in Attachment A.
- E.** Maintain a safety program for all staff in compliance with all State and Federal laws.
- F.** Insure all maintenance staff is properly trained and that all records for the training are kept in compliance with State and Federal laws.
- G.** Perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.
- H.** The Contractor shall submit a certified copy of their weekly payroll to the City Engineer no later than five (5) working days after any payroll period. The City may withhold processing any pay request for non-compliance with this requirement.
- I.** The Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public and the general operations of the City.
- J.** All subcontractors shall be licensed and bonded in the specialty for which they are contracted.
- K.** Contractor shall not use any subcontractors without prior written approval by the City Engineer. Approval may be withheld until the Contractor has submitted a written statement concerning the use of proposed use of a subcontractor which statement shall contain all the information required by the City.

- L. The use of a subcontractor shall not create any contractual relationship between the subcontractor and City. The Contractor shall be fully responsible for any acts and omissions of his subcontractors, and any persons directly or indirectly employed by them.
- M. Subcontractors shall be subject to all terms and conditions of the agreement entered into by the City and Contractor.
- N. Contractor shall be responsible for complete supervision of all workers, work crews, and subcontractors. All supervisors shall be equipped at all times with a cellular telephone.
- O. Contractor shall comply with reasonable requests of the City Engineer as to preferred sequence for various types of work.
- P. Contractor shall perform no work in addition to scheduled work unless the additional work is approved in advance by the City Engineer.
- Q. The need for additional work may be identified by either the Contractor or the City Engineer. If identified by the Contractor, it shall not be performed without prior approval of the City Engineer. If identified by the City Engineer, the Contractor may proceed with such work.
- R. To ensure effective communications, the contractor shall provide, and the City Engineer will approve, a work request form in order to obtain complete information on work needs and requests for service.
- S. Contractor shall keep records for work orders, payrolls, subcontracts, material and contractual service invoices, and equipment rental invoices. All such records shall, upon demand, be made available to the City for inspection and/or public records requests.
- T. Traffic control shall conform to Section 7-10 of the "Greenbook" Standards Specifications for Public Works Construction except that references to the California Department of Transportation Traffic Manual should be replaced with references to the California Manual on Uniform Traffic Control Devices.
- U. Traffic control plans shall be submitted by Contractor when requested for lane closures. The City Engineer must review and approve plans prior to beginning of work.
- V. Contractor shall implement Best Management Practices (BMPs) to prevent storm water pollution from entering natural streams and/or the City's storm drain systems. The BMPs implemented shall include, but not be limited to, those appropriate for wet weather conditions. No separate payment will be made for compliance with these provisions.
- W. Contractor shall use reasonable efforts to prevent waste of utility resources (water, electric power, etc.) which are provided by the City.
- X. The Contractor shall observe and report to the City Engineer any problems that are of interest to the City, but outside the scope of work described within this proposal. Examples of such problems include, but are not limited to: Water main and sewer leaks, faulty utility trench repairs, spilled concrete, etc.
- Y. When directed by the City Engineer, the Contractor shall contact City residents and/or businesses on the City's behalf to discuss and resolve maintenance problems and/or concerns.

II. Street Maintenance

Scope of Street Maintenance Services: Work under this section shall consist of performing all street maintenance as authorized by the City Engineer including, but not limited to: repair or limited replacement of asphalt surfaces, full depth removal and replacement of pavement areas, patching pot holes, shoulder grading, sidewalk, parkway and trail maintenance, trimming of trees encroaching in public right-of-way or blocking line-of-sight, graffiti removal, emergency response to rock falls, mud slides, debris flows and other spills within the public right-of-way, damaged signs, and other work authorized by the City Engineer.

- A.** The Contractor shall perform inspections of public facilities as requested by the City Engineer. Contractor shall prepare and submit a report to the City Engineer based on the City's sidewalk inspection program.
- B.** The Contractor shall provide a written proposal for City Engineer approval that includes total anticipated costs for each service request prior to beginning the work. Proposals shall include estimated labor hours and personnel required to complete the task. Upon completing approved work, invoices shall clearly notate the individual who performed the work, how many hours they spent, and the location of the work, the unit cost of the individual, and total cost of the work. Also, any special notes, comments, or circumstances shall be noted on the invoices. No payment will be made for any invoice unless all of the above are included on each invoice.
- C.** All work shall conform to the latest version of the "Greenbook" Standards Specifications for Public Works Construction unless otherwise approved by the City Engineer.
- D.** Material delivered and used on the designated work, including sales tax if paid by the Contractor or his subcontractor shall be documented and verified by the City. Excess material will not be paid for by the City.
- E.** Equipment rental, including necessary transportation for items having a value in excess of one thousand dollars (\$1,000) shall be documented and verified by the City.
- F.** The City reserves the right to furnish materials and equipment for any type of project as the City Engineer deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.
- G.** Pavement maintenance includes, but is not limited to, the removal and replacement of existing asphalt concrete pavement. Pavement shall be sawcut to a true line where new meets existing. Asphalt concrete shall be placed to the adjacent existing depth plus one inch, or minimum four (4) inches, whichever is greater, on compacted base material (95% minimum compaction) of not less than six (6) inches. Asphalt concrete shall be compacted by a suitable method that will obtain the minimum required pavement compaction of 95% relative density. Tack coat shall be CSS-1H or equivalent with City Engineer approval. Asphalt concrete shall be Type III C2-AR-4000 or Type III C2-AR-8000.

- H.** Crack sealing shall include cleaning all cracks with compressed air, applying sealant, and spreading light sand if traffic cannot be kept off cracks until sealant is set. Sealant shall be per Greenbook Standards and applied per manufacturer's recommendation.
- I.** Pavement striping and marking shall include striping both new and existing traffic lanes and/or various traffic legends using both paint and thermal plastic. The work under this section would generally be considered maintenance striping and marking. Large scale striping and marking may be done as part of a Capital Improvement Project or other method outside this contract. Further work may also include the painting of curbs, installation or replacement of traffic pavement markers, delineators or any other traffic line, marking, etc. typically associated with publicly traveled roads.
- J.** Tree trimming and fallen tree removal shall include the cutting back of public property trees, bushes, or other vegetation that encroaches onto the public right-of-way or public property. Also includes shrubs and bush in and adjacent to creeks and channels.
- K.** Traffic sign installation/repair/replacement shall include the replacement, repair, relocation or installation of new or existing traffic signs and any or all items associated with sign such as sign blanks, hardware, pole, and pipe. All signs within the public right-of-way are included except those that are affixed to and integrally part of the traffic signals.
- L.** Critical traffic sign replacement shall occur within three (3) hours after notification. The signs considered critical are:
- Stop
 - One Way
 - Do Not Enter
 - No Right/Left Turn
 - Keep Right
 - Yield
 - Hazard
- M.** Graffiti removal shall include all work associated with the elimination of graffiti either by using cleaning equipment or repainting of the item to obscure the graffiti.
- N.** Sidewalk displacement grinding/cutting/patching shall include all work associated with the temporary patching or ramping of offset sidewalk, curb and gutter, or any other concrete area within the public right-of-way. The equipment used for sidewalk grinding and/or cutting shall be approved by the City Engineer. Contractor shall use City's "Sidewalk Inspection Program" document for determining hazards and repair methods.
- O.** Sidewalk repair and replacement includes removing existing damaged sidewalk, removal of tree roots and cuttings, hauling away debris, compact existing base or preparation of subgrade placement of fill, and replacing section with new sidewalk. Large scale concrete repair is done as part of a Capital Improvement Project or other method outside this contract.

- P. Barricade installation and repair shall include straightening, replacement, painting, or repair of damaged guardrail, barricades, or other devices similar in nature. All associated components such as nuts, bolts, panels, posts, etc. are included in this work.
- Q. Roadside ditch cleaning shall include the removal of accumulated silt, gravel, debris, or vegetation from ditches with mechanical equipment or by hand to reestablish or improve original flow line.
- R. Street sweeping/clean-up shall be performed by mechanical equipment or by hand on an emergency basis due to illegal dumping, storms, spills, automobile accidents, or other causes for debris to be left on any public road.
- S. Removal and Disposal of Basketball Stanchions is included in this contract for those stanchions identified by City staff as needing to be removed and disposed of per City code. Contractor shall have a place to store such stanchions for a period of 30-days prior to disposing of them as outlined by City code.
- T. Other related maintenance tasks shall include any other maintenance function that might be typically performed in the City that is not expressly included in the above.

III. Drainage and Vegetation Maintenance

- A. Catch basin cleaning shall include the inspection and removal of accumulated silt, gravel, debris, or vegetation from catch basins in accordance with NPDES regulations.
- B. Trash removal shall include the removal of all litter from City-owned drainage ditches, swales, or other drainage facilities.
- C. Controlling vegetation shall be required around drainage ditches or other drainage facilities using weed cutting equipment.
- D. Erosion damage repairs shall include various erosion control methods or repairs to prevent or correct erosion at drainage ditches or other drainage facilities. This may include using earth-moving equipment, wattles, silt fences, or any variety of repairs.

- IV. Manhole and pipe cleaning shall include the cleaning of underground storm drain lines and/or manholes typically using a vacuum truck.

Emergency Response

- A. Work under this section shall consist of providing emergency response at any time including after regular working hours, on weekends, and on holidays. Emergency services may include, but not necessarily limited to the following:
 - Storm clean-up
 - Mud/Land slide clean-up
 - Placement of traffic barricades
 - Traffic control
 - Slope restoration

- B.** Within ten (10) working days after the contract has been executed, the Contractor shall submit to the City Engineer for approval, a procedure for emergency response at any given time. After approval, the procedure shall be implemented immediately by the Contractor. The procedure may be modified at any given time by mutual agreement of the Contractor and City Engineer.
- C.** The Contractor shall provide the City Engineer with one hand-held two-way radio and battery charger of the same type used by the Contractor to communicate with all field crews during emergency response situations. The Contractor shall be responsible for the maintenance of the radio and battery charger. The Contractor shall replace the radio and/or battery charger if directed by the City Engineer.
- D.** A four (4) man crew must be on-call at all times. The maximum response time shall be 90 minutes at any time, except for emergency barricade service which shall be available within 60 minutes. The crew and necessary equipment must be at the work site and capable of operating within the maximum response time.
- E.** The Contractor shall provide all temporary barricading as necessary due to unusual conditions within the public right-of-way. All Contractor field crews must carry at least three (3) Type II barricades with flasher units in their vehicles at all times.
- F.** If the Contractor observes or is contacted by City staff or Sheriff Department of unsafe or unusual conditions within the public right-of-way, the Contractor is to immediately barricade this item and notify the City Engineer with all appropriate details. Traffic barricade service shall be available within one (1) hour at all times.

V. Payment

- A.** All invoices shall contain at a minimum the following:
 - Name of individual who performed the work
 - The number of hours worked
 - The location of the work
 - The pay rate of the person working
 - List any special equipment that was used (ie: truck, backhoe, etc)
 - The total cost of the work performed for that invoice
 - Any special notes or comments

EXHIBIT B

PAYMENT RATES AND SCHEDULE



General Engineering and Building Contractors

March 29, 2011

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301-1335

Attention: Mr. Kelly Fisher – Public Works Project Manager

Reference: Public Works Services Contract for City of Agoura Hills

Subject: Fee Schedule

Dear Mr. Fisher:

In response to the City of Agoura Hills' RFP for Public Works Maintenance Services, listed below are the hourly rates which Burns-Pacific Construction, Inc. would charge for the job classifications listed.

<u>Classification</u>	<u>Straight Time</u>	<u>Over-Time</u>	<u>Sundays/Holidays</u>
Foreman	75.00	99.00	123.00
Equipment Operator	73.00	97.00	121.00
Truck Driver	61.00	79.00	97.00
Laborer	57.00	71.00	85.00

The above hourly rates include prevailing wage, payroll taxes, insurance and markup.

Markup on Materials, Subcontractors and Incidental Expenses

Burns-Pacific charges a markup of fifteen-percent (15%) on the purchase of materials, subcontractor invoices and incidental expenses, such as disposal fees.

Respectfully,

Burns-Pacific Construction, Inc.

Paul D. Burns
President