

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager



DATE: April 7, 2008 (CC Meeting of April 16, 2008)

SUBJECT: Consider Award of Contract for Construction Management Services for the Ruben Castro Human Services Center Project to Douglas E. Barnhart, Inc.

BACKGROUND

The City Council has listed among the City's top ten priority projects, the construction of the Ruben Castro Human Services Center. The City's past practice for providing construction management services for major construction projects has been to retain a Construction Management firm to provide basic services. On January 16, 2008 the City Council authorized the release of a Request for Qualifications for Construction Management Services using the CM- Multiple Prime delivery method where the Construction Management Firm basically takes the place of a general contractor for a negotiated services fee and assists the city with obtaining separate bids for the numerous contract trades such as electrical, steel, plumbing, etc. in addition to the traditional construction management duties.

DISCUSSION

Staff solicited proposals for construction management services for the project on January 22, 2008. The City received proposals from the eight qualified construction management firms listed below:

CW Driver
Douglas E. Barnhart, Inc.
GKK Works
Heery
Lundgren Management Corporation
Parsons (Withdrew proposal)
Swinerton Management and Consulting, Inc.
Vanir Construction Management

A panel consisting of: Hugh Riley, Assistant City Manager; Yugal Lall, City Engineer/Public Works Director, David Moe, Redevelopment Manager, and Jessica Szczepan, Administrative Specialist conducted interviews with seven of the firms and evaluated each with regard to the following criteria:

1. The firm's understanding of the scope of work for the management of the project.
2. The experience of the key personnel to be assigned to the project especially the on-site staff.
3. The relevant experience of the firm with similar projects.
4. The firms record for predicting construction costs.
5. The overall impression of the firm.

The firms were ranked based on these interviews and three were selected as finalists for further consideration. Those selected as finalists were GKK Works, Douglas E. Barnhart, Inc, and CW Driver. The finalists were asked to submit cost proposals based on the scope of work outlined in the City's RFQ. Costs proposals were received on April 4, 2008 and are provided as Attachment 1 to this report. Staff reviewed the cost proposals provided by each firm and prepared an analysis of these proposals in order to compare the number of hours to do the work from each firm and the hourly rates proposed for each task. The analysis is included as Attachment 2 to this report. This analysis was helpful in comparing the number of hours and hourly costs proposed by each firm for the work. References were also contacted for the three finalists.

Based primarily on the reference check responses and interview results and the experience of the field personnel proposed, staff is recommending that Douglas E. Barnhart, Inc. (DEB) be awarded a contract for professional services for the project.

The final agreement will include, among other provisions, negotiated final fees and a guarantee that the field personnel proposed will ultimately be assigned to the project. If negotiations for these and other provisions are not satisfactory, staff would return to the City Council with a recommendation for an alternate consultant.

FISCAL IMPACT

The Redevelopment Agency has included \$125,000 for this project's construction management services in the Agency Capital Improvement Program Budget for Fiscal Year 2007/08. The work proposed under this contract will extend into the 2009/10 Fiscal Year as construction completion is projected for approximately December 2009. Based on the project schedule and the costs for individual tasks provided, this amount will be sufficient to cover construction management as well as additional costs for special inspections and materials testing for the current Fiscal Year. No budget amendment is needed for the current fiscal year. Additional funds are being budgeted for this project in

the proposed Fiscal Year 2008/09 budget.

The current construction cost for the Ruben Castro Human Services Center based on the Architect's estimate is \$10.1 million. It is important to note that DEB's fee for Construction Management is based on 4% of the construction cost. (The other respondents proposed between 8% and 10%). The proposed fee for the not-to-exceed amount is based on a probable construction cost of \$13.9 million. If the actual construction cost is lower, the fee is reduced.

STAFF RECOMMENDATION (ROLL CALL VOTE)

1. Award contract to Douglas E. Barnhart, Inc. in a not-to-exceed amount of \$1,272,876.00; and
2. Authorize the City Manager to execute agreement subject to final language approval of City Manager and City Attorney.

Attachment: 1. Cost Proposals of Finalist Firms
2. Analysis of Cost Proposals
3. Agreement for Professional Services

NOTE: Original bound copies of the Finalists' Statement of Qualifications are available in a separate document from the Agenda Package.

ATTACHMENT 1

CONSTRUCTION MANAGEMENT FIRM COST PROPOSALS

C.W. DRIVER
DOUGLAS E. BARNHART, INC.
GKK WORKS

April 4, 2008

RECEIVED
APR 04 2008

Assistant City Manager's Office

Mr. Hugh R. Riley
Assistant City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

**RE: Cost Proposal for Construction Management Services
Ruben Castro Human Services Center**

Dear Mr. Riley,

C.W. Driver is honored to have been selected as a finalist to provide Construction Management Services for the Ruben Castro Human Services Center for the City of Moorpark.

Ultimately, the success of any Public Works Project is judged on the impact it has on the community it is built to serve. In embarking on fulfilling the strategic goals of the Ruben Castro Human Services Center, the City of Moorpark has determined that the Construction Manager – Multi Prime delivery method is the best way to work towards achieving the goals. C.W. Driver fully embraces the City of Moorpark approach. C.W. Driver has been a Builder since 1919, and as such, brings a unique strength to our role. Our focus is on the built environment and throughout PreConstruction activities, Construction Management and Closeout we remain focused on the basics, quality, schedule and budget.

We have reviewed the RFQ and the required services described therein. Based on that review and the total estimated construction cost of \$13,900,000.00, we propose to provide the described services for 8.92% of the estimated construction cost or One Million, Two Hundred Thirty Nine Thousand, Eight Hundred Eighty Dollars (\$1,239,880.00). For your review we have attached a matrix of the items included in our proposal.

Additionally, as a leader in the implementation of BIM technology, we are prepared to include the modeling of the project for constructability reviews for an additional cost of Twenty Thousand Dollars (\$20,000.00).



The entire C.W. Driver team is excited at the prospect of being selected to provide the Construction Management Services for the City of Moorpark Ruben Castro Human Services Center. We look forward to the opportunity and look forward to your decision.

Sincerely,



John Conaty
Vice President of Business Development

City of Moorpark

Ruben Castro Human Services Center

Prepared: April 04, 2008

Construction Value:	\$13,900,000
Pre-Construction Period:	4.00 months
Anticipated Construction Duration:	13.00 months

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Description	A Preconstruction Phase	B Construction Phase	C Direct Cost of Work	D Provided by Others
OVERHEAD & FEE				
Main Office Overhead	X	X		
Profit	X	X		
PRE-CONSTRUCTION SERVICES:				
Project Executive	X			
Project Manager	X			
Assistant Project Manager	X			
General Supervision	X			
Field Superintendent	X			
Estimating Labor :	X			
Scheduler	X			
Project Clerical	X			
Constructability Reviewer	X			
Bid Document Reproduction				X
Existing Conditions Investigation and Discovery				X
CONSTRUCTION SUPERVISION:				
Project Executive		X		
Project Manager		X		
Assistant Project Manager		X		
Scheduler		X		
General Supervision		X		
Field Superintendent		X		
Assistant Superintendent				
Project Clerical				
Safety Director		X		
GENERAL CONDITION EXPENSES :				
<u>Duration Based Items:</u>				
Safety Labor			X	
First Aid Kits		X		
Safety Supplies & Signs		X		
Construction Photos		X		
Photo Reproduction		X		
Temp Utilities			X	
Temp Electrical Service			X	
Power Lines/Chords			X	
Power Consumption				X
Water Consumption				X
Phone Company Charges		X		
Temp Office Sanitation		X		
Temp Chain Link Fences			X	
Pedestrian Canopy			X	
Watchman/ Guard Service				X
Temp Parking				X

City of Moorpark

Ruben Castro Human Services Center

Prepared: April 04, 2008

Construction Value:	\$13,900,000
Pre-Construction Period:	4.00 months
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Printed: 4/4/08 11:33 AM

Description	A	B	C	D
	Preconstruction Phase	Construction Phase	Direct Cost of Work	Provided by Others
Temp Stairs / Ladders			X	
Progressive Clean Up			X	
Trash Removal / Dump			X	
Dust Palliation			X	
Jobsite Office/Storage		X		
Field Office Furnishings		X		
Arch's / IOR Job Office				X
Office Supplies		X		
Blueprints & Reproduction				X
Water / Coffee Service		X		
Postage / UPS		X		
Nextel Service		X		
Fax & Copy Machines		X		
Subsistence & Travel		X		
Data Processing		X		
<u>Event Based Items:</u>				
Hard Hats		X		
Mobilize/Demobilize Trailers		X		
Relocate Trailers			X	
Power Pole Hookup			X	
Temp Phone & Intercom		X		
Set Subfeed Panels			X	
Temp Dewatering			X	
Emergency Clean Up			X	
Flagmen / Traffic Control			X	
Project Signs		X		
Rental Equip & Tools			X	
Computer Systems		X		
Final Clean Up			X	
<u>Other Items</u>				
Payment and Performance Bond			X	
Subcontractor Bonds			X	
Bid Document Reproduction				X
Builder's Risk Insurance				X
Building Permit and Plan Check Fees				X
Contractor's Contingency			X	
Contractor's Liability Insurance			X	
Escalation			X	
Labor Compliance Program				X
Professional Liability Insurance				X
Testing & Inspections				X
Utility Connection and Assessment Fees				X



April 4, 2008

Hugh R. Riley
Assistant City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

Cost Proposal for Construction Management Services
Ruben Castro Human Services Center

Dear Mr. Riley,

Barnhart, Inc. is pleased to submit this cost proposal for the Ruben Castro Human Services Center. The costs below reflect the scope of services identified in your Request For Qualifications, dated January 30, 2008:

A. Construction Manager's Fee

4% of Construction Cost

Based upon a Construction Cost of \$13,900,000, the CM Fee would be:

\$556,000.

*Adjust
Per line*

B. Pre-Construction Phase General Conditions

We project a 2-1/2 month period to complete these services, using part-time staffing as required. Staff will be based out of our Oxnard regional office. The cost to complete this phase will be:

\$ 39,976.

C. Prime Contractor Bidding and Contract Award Phase General Conditions

We project a 1-1/2 month period to complete these services, using part-time staffing as required. Staff will be based out of our Oxnard regional office. The cost to complete this phase will be:

\$ 32,641.

D. Construction Phase General Conditions

We project a 12 month period to construct your facility. We will set up temporary facilities on site which will accommodate the following Barnhart staff: a full-time superintendent, a full-time field office manager, and a part-time project manager. A part-time project engineer will primarily assist with mobilization, submittals, and document control set up. The position will float between the project site and the Oxnard regional office. A scheduler will be assigned to this project and will work off site. All costs for Barnhart office supplies, telephones, computer equipment, safety training, safety equipment, and vehicles are included. All costs for trade contractor field toilets are included. The cost to complete this phase will be:

\$484,569.

E. Post-Construction Phase General Conditions

We project a 1 month period to complete these services, with part-time staffing as required. Based on prior experience, we anticipate that the temporary facilities will be demobilized by the start of this phase. The cost to complete this phase will be:

	\$ 25,000.
Total Cost:	\$1,138,186.

Additive Alternate Options

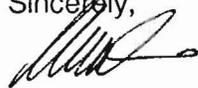
Additive Alternate 1: Furnish BIM Modeling	\$ 35,000.
Additive Alternate 2: Furnish Security Service (This alternate may not be necessary due to proximity to Police Station)	\$ 72,000.
Additive Alternate 3: Furnish Maintenance of SWPPP	\$ 27,690.
Total Cost With Alternates 1, 2, and 3:	\$1,272,876.

Qualifications

1. The above cost structure does not allow for any owner-created or design team-created delays.
2. The above cost structure does not carry any contingencies. We understand the City will carry in its budget an appropriate construction contingency.
3. Plans and Specifications for bidding will be posted online by Barnhart. Costs of printed copies will be either a reimbursable or furnished directly by the City.
4. The above cost structure assumes the following items will be furnished by the Trade Contractors: initial SWPPP installation, construction fencing, daily clean up, dumpsters, final cleaning, traffic control, temporary electrical connection, and temporary water connection. Should it be desired by the City, Barnhart can furnish these items for an additional cost.
5. The above cost structure assumes that the following items will be furnished by the City: printing of plans and specifications for review, bidding, and construction purposes, temporary electrical usage charges, temporary water usage charges, permit costs. Should it be desired by the City, Barnhart can furnish these items for an additional cost.

Barnhart appreciates the opportunity to submit this cost proposal, and we thank you for your consideration. Please call me if you have any questions.

Sincerely,



Chris Haga
Vice President

Distribution:

Bill Sharp
Suresh Rayana



Assistant City Manager's Office

April 4, 2008

Hugh R. Riley, Assistant City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

RE: The City of Moorpark-Ruben Castro Human Services Center, (RCHSC)

Dear Members of the Selection Committee:

gkkworks is pleased to submit the following information in response to your inquiry regarding our BIM technology capabilities, staffing plan and fee. Consequently, this service will not increase our originally proposed fees.

gkkworks utilizes BIM technology and understands its critical importance in today's building environment. BIM is an integral part of our service approach. This process is embedded into our company culture as we conduct constructability reviews. The BIM process:

- Increases speed of delivery
- Ensures better accuracy in the field
- Resolves conflicts before we break ground
- Ensures better cost efficiency

We have assigned Rafael Alvarez, our firm's BIM specialist for your project. Rafael directs all of gkkworks' BIM services, and will oversee and manage the entire BIM process for your Human Services Center. With more than ten years of experience working with BIM and similar technologies he adds a wealth of expertise to our team and your project.

We have included Rafael's resume with this letter, as well as examples of his work, both in hard copy and on a flash drive. Our presentation includes specific details and screen shots of projects in which we used BIM for constructability reviews and clash detection. We have also included a detailed staffing plan breaking-down pre-construction, construction, and close-out phases.



We are looking forward to the opportunity of working with you, and are confident that we will provide the City of Moorpark with a very successful project. We are ready to start work with you immediately.

Please call me if you have any questions or would like any additional information.

Sincerely,

A handwritten signature in black ink that reads 'Charlie Merrick'.

Charlie Merrick
Vice President of Construction



Syracuse University School of Architecture,
Syracuse, NY, Bachelor of Architecture
Studied abroad centered in Florence, Italy
Revit Basic and Advanced Training
Autodesk Univesity
AUGI CAD Camp

Member of AECIT Leaders Roundtable

SUMMARY

On the cutting-edge of Building Information Modeling (BIM), Mr. Alvarez has more than 10 years of experience in the latest design information technology. He is responsible for strategic planning of gkkworks' in-house IT department and planning and integration of all CAD production.

PROJECT EXPERIENCE

New York Jets Olympic Stadium, NY, NY - Construction Cost \$1.2 B
Press Enterprise Headquarters, Riverside, CA - Construction Cost \$20 M
Buena Park Police Department, Buena Park, CA - Construction Cost \$15 M
Temple Emmanuel Temple Addition, White Plains, NY - Construction Cost \$12 M
Golf Club House, Union Vale, NY - \$5 M
Westchester School for Special Children, New Classroom Wing Expansion, Yonkers, NY
- Construction Cost \$10 M
New Public Pool Bathhouse, Bedford Hills, NY - Construction Cost \$2 M

- *Develops BIM standards, workflows and best practices*
- *Coordinates subcontractor and consultant efforts in the development of the BIM Model*
- *Manages CAD / BIM support personnel*
- *Develops and presents final BIM study*
- *Lead project team meetings for new technology implementation*
- *Evaluates workflows and new technologies in the context of the needs of the architectural profession*
- *Manages firm wide AutoCAD system along with customizations for all office locations*
- *Coordinates and updates different CAD standards per market segment*
- *Planning and deployment of new software for CAD and 3d visualization*
- *Develops and deployed a firm wide BIM implementation plan*
- *Researchs and development of new technologies*
- *Completes benchmark tests and ROI analyses*
- *Identifies and highlights areas of conflict and concerns*

section e | FEES

Labor, Overhead & Fee: \$1,270,000

General Conditions: \$198,000

Total Cost: \$1,468,000

* BIM modeling is included in our overall fee structure.

City of Moorpark Ruben Castro Human Services Center
Staffing Schedule

SCHEDULE	0																				1				2				3				4				5				6				7				8				9				10				11				12				13				1				2				3				4			
	Pre-Con										Construction																Closeout																																																													
ESTIMATED HOURS	0	VE	Est	PreQual	1	2	3	4	5	6	7	8	9	10	11	12	13	1	2	3	4	TOTAL HOURS																																																																		
PROJECT STAFF:																																																																																								
Project Executive / Director	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																																																																		
Operations Manager	0	0	0	0	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	0																																																																		
Project Manager	0	16	24	80	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	80	2360																																																																		
Project Manager A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																																																																		
Project Manager B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																																																																		
Project Engineer A	0	0	0	80	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	80	2400																																																																		
Project Engineer B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																																																																		
Assistant Project Engineer A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																																																																		
Assistant Project Engineer B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																																																																		
General Superintendent	0	0	0	0	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	0																																																																		
Project Superintendent A	0	0	0	0	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	80	2320																																																																		
Project Superintendent B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																																																																		
Assistant Project Superintendent A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																																																																		
Assistant Project Superintendent B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																																																																		
Administrative Assistant A	0	0	0	0	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	1200																																																																		
Administrative Assistant B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																																																																		
Estimator	0	40	320	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	440																																																																		
Scheduling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																																																																		
unassigned*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																																																																		
TOTAL - PROJECT STAFF ESTIMATED HOURS	0	56	344	240	576	576	576	576	576	576	576	480	320	0	0	8,928																																																																								

000127

ATTACHMENT 2

COST PROPOSAL ANALYSIS

<u>Firm</u>	<u>Fee</u>	<u>BIM Modeling</u>	<u>General Conditions</u>	<u>Total</u>
C.W. Driver	\$1,239,880.00	\$ 20,000.00	incl in fee	\$ 1,259,880.00
Douglas E. Barnhart, inc.**	\$1,138,186.00	\$ 35,000.00	incl in fee	\$ 1,173,186.00
GKK Works	\$1,270,000.00	incl in fee	\$ 198,000.00	\$ 1,468,000.00

*****Barnhart also proposed two additional items totaling \$99,690. It will be up to City Staff to decide if we need to take advantage of these additional services. If we use these services their total fee would be \$1,272,876***

ATTACHMENT 3

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF MOORPARK AND DOUGLAS E. BARNHART, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE RUBEN CASTRO HUMAN SERVICES CENTER

This Agreement is made and entered into in the City of Moorpark on this _____ day of _____, 2008, by and between the City of Moorpark ("City"), a public body, corporate and politic, and Douglas E. Barnhart, Inc., a California corporation providing consulting services ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term

This Agreement shall commence on _____ and shall remain and continue in effect until the tasks described herein, and on any amendments hereto, are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. Services

City hereby retains Consultant in a contractual capacity to perform construction management services as set forth in Exhibit A, Proposal, attached hereto and incorporated herein. If the Proposal is modified by this Agreement, or in the event there is a conflict between the provisions of the Proposal and this Agreement, the language contained in this Agreement shall take precedence.

3. Performance

Consultant shall at all times faithfully, competently and to the best of his/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 to meet its obligations under this Agreement.

4. Responsible Individuals

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between Consultant and City shall be Chris Haga, Vice President, or designee.

The City Manager, or his designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant. The City Manager is authorized to act on City's behalf to execute all

necessary documents which increase the scope of services or change Consultant's compensation, subject to Section 5 hereof.

5. Payment

a) For providing services as specified in this Agreement, City shall pay and Consultant shall receive as full compensation a total sum based on fees as shown in Proposal, in no event shall total compensation for the herein described work exceed that described in the proposal without prior written authorization from City.

b) In the event that additional work is required of Consultant, beyond the Scope of Work for this Agreement, Consultant may be authorized to undertake and complete such additional work only if such authorization is provided in writing, identifying the exact nature of the additional work required and a "not-to-exceed" fee to be paid by City for such work.

c) Consultant will submit invoices at the completion of each of the tasks. Invoices shall be submitted on or about the first business day of the month, or as soon thereafter as practical, for services provided. Payment shall be made within 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 15-days of receipt of an invoice of any disputed fees set forth on the invoice.

6. Incorporation by Reference

All exhibits herein referenced are hereby incorporated into and made a part of the Agreement.

7. 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 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.

b) 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 the 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 5.

8. Default of Consultant

a) 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.

b) If the City Manager or his/her designee determines that the Consultant is in default in the performance of any terms or conditions of this Agreement, the City Manager shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service 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.

9. Indemnification for Professional Liability

Consultant agrees to indemnify, protect, defend, and hold harmless the City of Moorpark, and any and all of its officials, employees, and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants in the performance of professional services under this agreement.

10. Indemnification for Other than Professional Liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its officials, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, or are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not

limited to officers, agents, employees, subconsultants, or contractors and subcontractors of Consultant.

11. General Indemnification Provisions

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant, contractor, subcontractor, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

City does not and shall not waive any rights that it may have against Consultant by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs and expenses described in Section 9 and 10 of this Agreement.

12. Insurance

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

13. Independent Consultant

a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. 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, or agents 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.

b) 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.

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 1) personal service, 2) delivery by a reputable document delivery service, which provides a receipt showing date and time of delivery, or 3) 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:

City: City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Attn: City Manager

Consultant: Douglas E. Barnhart, Inc.
Post Office Box 270399
San Diego, CA 92198-2399
Attn: Chris Haga, Vice President

15. 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. It is understood and acknowledged by the parties that Consultant is uniquely qualified to perform the services provided for in this Agreement.

16. Entire Agreement

This written Agreement, 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 on the parties hereto. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared. No waiver of any provision of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such

waiver constitute a continuing or subsequent waiver of the same provisions. No waiver shall be binding, unless executed in writing by the party making the waiver.

17. Anti-Discrimination

In the performance of the terms of this Agreement, 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, creed, sex, sexual orientation, national origin, ancestry, religion, physical disability, medical disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in the Labor Code of the State of California Section 1735.

18. General Conditions

a) Consultant agrees not to work for any private firm located within the City limits or its Area of Interest, or for any public agency where its jurisdiction includes all or part of the City without the prior written consent of the City, during the term of this Agreement. Furthermore, Consultant agrees to limit its actions related to economic interest and potential or real conflicts of interest as such as defined by applicable State law to the same standards and requirements for designated City employees.

b) City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by Consultant performing services hereunder for City.

c) At the time of 1) termination of this Agreement or 2) conclusion of all work, all original reports, documents, calculations, computer files, notes, and other related materials whether prepared by Consultant or its subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. Any word processing computer files provided to City shall use Microsoft Word for Windows software.

d) Nothing contained in this Agreement shall be deemed, construed or represented by City or Consultant or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between City and Consultant.

e) In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing

party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

f) Cases involving a dispute between City and Consultant may be decided by an arbitrator if both sides agree in writing on the arbitration and on the arbitrator selected, with costs proportional to the judgment of the arbitrator.

g) The captions and headings of the various Sections and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Sections and Exhibits hereof.

h) If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will never-the-less continue in full force without being impaired or invalidated in any way.

i) No officer, employee, director or agent of the City shall participate in any decision relating to this Agreement which affects the individual personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested, or shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

19. 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.

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California.

20. Authority to Execute this Agreement

The person or persons executing this Agreement on behalf of Consultant warrants and represents that this individual 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 MOORPARK:

CONSULTANT:

Steven Kueny
City Manager

ATTEST:

Deborah S. Traffenstedt, City Clerk

Exhibit "A": Proposal for Professional Services
Exhibit "B": Insurance Requirements

EXHIBIT A



April 4, 2008

Hugh R. Riley
Assistant City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

Cost Proposal for Construction Management Services
Ruben Castro Human Services Center

Dear Mr. Riley,

Barnhart, Inc. is pleased to submit this cost proposal for the Ruben Castro Human Services Center. The costs below reflect the scope of services identified in your Request For Qualifications, dated January 30, 2008:

A. Construction Manager's Fee

4% of Construction Cost

Based upon a Construction Cost of \$13,900,000, the CM Fee would be:

\$556,000.

B. Pre-Construction Phase General Conditions

We project a 2-1/2 month period to complete these services, using part-time staffing as required. Staff will be based out of our Oxnard regional office. The cost to complete this phase will be:

\$ 39,976.

C. Prime Contractor Bidding and Contract Award Phase General Conditions

We project a 1-1/2 month period to complete these services, using part-time staffing as required. Staff will be based out of our Oxnard regional office. The cost to complete this phase will be:

\$ 32,641.

D. Construction Phase General Conditions

We project a 12 month period to construct your facility. We will set up temporary facilities on site which will accommodate the following Barnhart staff: a full-time superintendent, a full-time field office manager, and a part-time project manager. A part-time project engineer will primarily assist with mobilization, submittals, and document control set up. The position will float between the project site and the Oxnard regional office. A scheduler will be assigned to this project and will work off site. All costs for Barnhart office supplies, telephones, computer equipment, safety training, safety equipment, and vehicles are included. All costs for trade contractor field toilets are included. The cost to complete this phase will be:

\$484,569.

E. Post-Construction Phase General Conditions

We project a 1 month period to complete these services, with part-time staffing as required. Based on prior experience, we anticipate that the temporary facilities will be demobilized by the start of this phase. The cost to complete this phase will be:

	\$ 25,000.
Total Cost:	\$1,138,186.

Additive Alternate Options

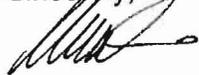
Additive Alternate 1: Furnish BIM Modeling	\$ 35,000.
Additive Alternate 2: Furnish Security Service (This alternate may not be necessary due to proximity to Police Station)	\$ 72,000.
Additive Alternate 3: Furnish Maintenance of SWPPP	\$ 27,690.
Total Cost With Alternates 1, 2, and 3:	\$1,272,876.

Qualifications

1. The above cost structure does not allow for any owner-created or design team-created delays.
2. The above cost structure does not carry any contingencies. We understand the City will carry in its budget an appropriate construction contingency.
3. Plans and Specifications for bidding will be posted online by Barnhart. Costs of printed copies will be either a reimbursable or furnished directly by the City.
4. The above cost structure assumes the following items will be furnished by the Trade Contractors: initial SWPPP installation, construction fencing, daily clean up, dumpsters, final cleaning, traffic control, temporary electrical connection, and temporary water connection. Should it be desired by the City, Barnhart can furnish these items for an additional cost.
5. The above cost structure assumes that the following items will be furnished by the City: printing of plans and specifications for review, bidding, and construction purposes, temporary electrical usage charges, temporary water usage charges, permit costs. Should it be desired by the City, Barnhart can furnish these items for an additional cost.

Barnhart appreciates the opportunity to submit this cost proposal, and we thank you for your consideration. Please call me if you have any questions.

Sincerely,



Chris Haga
Vice President

Distribution:

Bill Sharp
Suresh Rayana

EXHIBIT B

Insurance Requirements

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Worker's Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, servants, agents, and independent consultants ("Agency indemnities"), using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractor's to do likewise.
3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or

prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificates are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subconsultant, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project, who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retention or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible of self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial

additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage, only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a give coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party of insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.