

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Barry K. Hogan, Community Development Director 
Yugal Lall, City Engineer/Public Works Director

DATE: March 27, 2006 (CC Meeting of 5/2/07)

SUBJECT: Consider the Selection of a Consultant to Provide Engineering Services and Building and Safety Services for the City

BACKGROUND

The City of Moorpark has for many years provided Building and Safety and Engineering services by contracting with professional consultants. Since 1989 and 1992 respectively, these services have been provided by Charles Abbott Associates, Inc.

In December 2003, the City hired its first "in-house" City Engineer and has subsequently hired an in-house Assistant City Engineer. Based upon City Council direction at its April 5, 2006 meeting, staff requested proposals for engineering and building and safety services from a list of 13 consultants performing work in these areas. Seven consultants attended the mandatory pre-proposal meeting on May 3, 2006. By May 26, 2006, the deadline for submittal of proposals, staff had received three proposals.

DISCUSSION

Proposals for Engineering and Building and Safety services were received from Charles Abbott Associates, Inc., Willdan, and CSG Consultants, Inc. Staff has reviewed each of the proposals and found two, Charles Abbott Associates, Inc. and Willdan, to be responsive to the Request for Proposals. The City was very specific in identifying the services that the successful consultant would provide. A copy of the Request for Proposals is attached for reference. The selection of the successful proposal is based upon the cost for the service, the personnel proposed, and the experience of the proponent in providing the services.

Building and Safety Services: Presently Building and Safety Services are provided by Charles Abbott Associates, Inc. (CAA). This service has been provided to the City since 1989. The services provided have been excellent and have resulted in few citizen or

developer complaints. Both Willdan and CAA have substantial experience in this field serving many cities in Southern California. Both consultants could provide the high level of service required by the City of Moorpark. The charges for services, however, differ substantially. The table below provides a comparison.

Charles Abbott Associates, Inc.	Willdan
Plan Check 70% of Plan Check Fee	Plan Check Valuations ≤\$500,000 @ hourly rates Valuations ≥\$500,000 ≤\$1 mil @ 80% of City Fee Valuations ≥\$1 mil @ 75% of City Fee Electrical, Plumbing, Mechanical 80% of City Fees
Inspection 60% of Permit Fee	Inspection 80% of City Fees
Building Permit Issuance 70% of City Fees	Building Permit Issuance 80% of City Fees

The remaining percentage of the City Fees is used for the administration of the contract. Administration involves the Community Development Director as the City Manager's designee for oversight on a daily basis and financial review of invoices and tracking of permits, the Finance Division for the processing of the invoices, and the City Manager's Department for overall quality assurance and control. As you can see from the above table, the fees for services by Willdan are substantially different and more expensive than those proposed by CAA. Because the City has not experienced any substantial problems with the services provided by CAA and the costs for said services are reasonable, no change is recommended in the Building and Safety Services provider.

Engineering Services: Presently Engineering Services are also provided by Charles Abbott Associates, Inc. (CAA). This service has been provided to the City since 1992. Previous to that time those services were provided by Willdan. For the few years prior to 2005 there were a significant number of substantiated citizen and developer complaints, as well as internal (City staff) complaints regarding the level of service provided by CAA. As a result, CAA has made a number of critical changes to address and remedy these complaints. With the recent hiring of Rick Jones as the CAA Engineering representative, customer service levels have increased. We are confident that with the addition of Rick Jones, as well as the consolidation of Engineering and Public Works in one office, CAA will achieve the required high level of customer service desired. Willdan has the quality of staff needed to perform the services required and the Public Works Director/City Engineer is familiar with many of the individuals proposed by Willdan to work for the City. A comparison of the costs for services is provided below:

Charles Abbott Associates, Inc.	Willdan
Development Engineering Fixed Fee for Entitlement and 70% of City Fee for Post Entitlement	Development Engineering Time and materials basis
Plan and Map Checking 70% of City Fees	Plan and Map Checking 90% of City Fees
Encroachment Permits \$50 Fixed Fee	Encroachment Permits Time and materials basis
Inspection 70% of City Fees	Inspection Time and materials basis
Geology and Soils Engineering Direct cost of Subconsultant Services plus 15% administrative fee to City	Geology and Soils Engineering Direct cost of Subconsultant Services plus 15% administrative fee to City
Capital Improvement Projects Direct cost through an approved Additional Services Amendment	Capital Improvement Projects Direct cost through an approved Additional Services Amendment
Assessment Engineering Fixed Fee	Assessment Engineering Fixed Fee

As can be seen, the fees for services by Willdan are substantially different and more expensive than those proposed by CAA. With the recent improvements in CAA and the consolidation of the Engineering and Public Works office we are confident that the services provided by CAA and the costs will meet the City's needs.

Office Space and Overhead Charges: Up until recently, CAA's offices were in an office on High Street, which is now under lease contract with the Chamber of Commerce. CAA staff now occupies office space within the Development and Community Services Building at City Hall providing increased customer service and coordination for the community. CAA will be required to pay the cost for the provision of office space and reasonable office support services including but not limited to its portion of utilities, computer network upkeep and service, telephone service. The City is still in the final stages of computing the cost, but preliminary numbers are in the range of \$5,500.00 to \$6,000.00 per month.

STAFF RECOMMENDATION

1. Subject to final language approval by the City Manager and the City Attorney, authorize the City Manager to sign the negotiated contract for services with Charles Abbott Associates, Inc. for Building and Safety Services. **(ROLL CALL VOTE REQUIRED)**
2. Subject to final language approval by the City Manager and the City Attorney, authorize the City Manager to sign the negotiated contract for services with Charles Abbott Associates, Inc. for Engineering Services. **(ROLL CALL VOTE REQUIRED)**

Attachment

1. Request for Proposal
2. Copies of the Proposals are available in the Community Development Department
3. Draft Contract with Charles Abbott Associates, Inc. for Building and Safety Services
4. Draft Contract with Charles Abbott Associates, Inc. for Engineering Services

April 18, 2006

**REQUEST FOR PROPOSALS
(RFP)**

**BUILDING AND SAFETY SERVICES
AND/OR
ENGINEERING SERVICES**

FOR

THE CITY OF MOORPARK

**BARRY K. HOGAN
COMMUNITY DEVELOPMENT DIRECTOR
805-517-6233**

**YUGAL K. LALL
CITY ENGINEER/PUBLIC WORKS DIRECTOR
805-517-6255**

**CITY OF MOORPARK
799 MOORPARK AVENUE
MOORPARK, CA. 93021**

CC ATTACHMENT 1

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Exhibits:

1. Code Compliance Work Program
2. Draft Professional Service Agreement

I. BACKGROUND

The City of Moorpark is a community situated in the eastern portion of Ventura County, adjacent to the cities of Thousand Oaks and Simi Valley. The City has been characterized by rapid growth within a rural setting, accessed by the 118 and 23 Freeways on the east and south respectively and State Routes 118 and 23 on the north and west. The current population is 35,908.

Moorpark was incorporated in July 1983, as a general law city operating under the City Council/City Manager form of government, with four (4) Councilmembers elected at large for four (4) year staggered terms and mayoral elections every two years. The City Manager is the chief executive officer responsible for directing City affairs as prescribed by City Council policies. Since its incorporation, Moorpark has operated as a contract city, utilizing professional consultant services for Building and Safety and Engineering services. In December 2003, the City retained its first "in-house" City Engineer and has subsequently retained an Assistant City Engineer for Public Works related activities.

The City of Moorpark intends to continue providing Building and Safety and Engineering Land Development Services by contract. The City has determined it appropriate at this time to update the scope of services for both functions and to solicit proposals from qualified professional consultants for both, or either, Building and Safety and/or Engineering Services.

II. BUILDING AND SAFETY

The City intends to select one firm to provide Building and Safety services under the administration of the Community Development Director, and to perform all of the items listed in the Building and Safety Scope of Services. The proposal for Building and Safety services shall be independent of a proposal for Engineering services, even though the City may contract with one firm to provide both Building and Safety and Engineering services. Code Compliance services are not now provided by contract and should be proposed as an option.

The City recognizes that there may be questions prior to a qualified firm preparing its proposal. A **mandatory** pre-proposal meeting is scheduled at **2:00 pm, on May 3, 2006**, at Moorpark City Hall, 799 Moorpark Avenue, Moorpark California, 93021. Please contact Gail Rice, grice@ci.moorpark.ca.us or 805-517-6233 to confirm your attendance at the meeting. Barry K. Hogan, Community Development Director, will be available to answer questions related to Building and Safety and Code Compliance services. The City's objective is to insure an appropriate exchange of information to facilitate proposal submittals that meet the City's requirements.

SCOPE OF SERVICES

Enforcing the provisions of the City's building laws and codes, providing plan checking services, issuance of permits, keeping building permit records, performing inspections, and

acting as the City's Building Official are all a part of the Building and Safety services requested. The following details are the full scope of services requested.

A. Perform the functions of the Building Official

1. Attendance at regular, special and/or adjourned meetings of the City Council and Planning Commission as such is deemed necessary and upon request of the Community Development Director, City Manager or his designee.
2. When requested, provide comment on land development controls, including reports from other agencies.
3. When required, provide technical advice to City staff assigned to code compliance and Building and Safety activities.
4. Establish working relationships and coordination with all other public agencies and private utilities involving Building and Safety matters affecting the City.
5. Attend meetings with City staff, public officials, community leaders, developers, contractors, and the general public, including attendance at countywide meetings of Building Officials.
6. Review and provide comment on regulations, fees and ordinances pertaining to Building and Safety matters. Insure that all Building and Safety related codes used by the City are consistent with and up to date with applicable state and federal laws including, but not limited to, the Uniform Codes; advise of need for and timing to update applicable codes and prepare such updates and revisions to codes with recommendations for City Council consideration.
7. Assemble and maintain such records as are customarily maintained by a City Building and Safety Division in an organized fashion so that periodically such records can easily be scanned for computer imaging and filing. Such records shall at all times be the property of the City and shall be open for City inspection.
8. Provide assistance in the preparation for legal and/or court actions, including arbitration proceedings related to Building and Safety matters including attendance at closed sessions and depositions, preparation of City's legal and or arbitration case, attendance at court and arbitration proceedings.
9. Assist with preparation of annual Building and Safety budgets.
10. Maintain copies of the Flood Insurance Rate Maps (FIRM) in the Building and Safety office for the convenience of the public.
11. Report to the City any public nuisances that are observed.
12. Implement as necessary and maintain computer hardware and software for Building and Safety activities and reports compatible with the City's hardware and software. Microsoft Office is the current software operating on a PC based system.

13. Prepare and submit state required Strong Motion Instrumentation Fund (SMIF) reports to City to allow for timely submission to the State.
14. Prepare and submit the required annual reports related to Building and Safety activities to the State.
15. Provide financial reports, status reports and other documentation and analysis as requested by the City Manager or his or her designee.
16. Prior to permit issuance, calculate and insure payment of all fees required to be paid at the time of issuance of building permit, including but not limited to police facilities, fire facilities, library facilities, tree and landscape fee and general plan update fee.
17. On a monthly basis provide City, in a manner acceptable to the City, a Reconciliation Report of all fees collected on behalf of the City. All fees collected by consultant in carrying out the function as set forth in this Scope of Services shall be collected in the name of the City. Consultant shall employ reasonable record keeping measures acceptable to the City. On a daily basis the consultant shall provide to the City the deposit receipt from the prior business day. In addition, consultant shall inform the City's Finance Department by 3:00 pm on each day in which the daily deposit is \$50,000 or more.
18. Provide computer hardware and software consistent with the City's network for each company employee to the satisfaction of the City of Moorpark Information Systems Division and Community Development Director.
19. Provide, at no charge to the City, plan check and inspection services for building improvements of \$10,000 or less on City property where the improvements do not increase the building square footage.

B. Plan Checking

1. Provide the appropriate licensed engineer to review the plans prepared by or on behalf of the various private developers for compliance with all applicable Building and Safety related ordinances and codes of the City and provide the same services for all public agency sponsored buildings for which the City has jurisdiction.
2. At a minimum, the following turn around times shall apply:
 - a. Initial review - Within ten (10) business days after submission of a completed set of plans.
 - b. Recheck –Within five (5) business days after submission of requested changes.
 - c. Residential remodels and minor additions – Within five (5) business days after submission of a completed set of plans.
3. Coordinate reviews and plan checks by other appropriate agencies including but, not limited to those agencies having jurisdiction for enforcement of fire,

sanitation, health, water and sewer codes and services and Engineering services for grading, soils and geology.

C. Building Permit and Inspection

1. Issue building permits at a minimum between the hours of 8:00 am and 5:00 pm of each work day. At least one (1) clerk or permit technician and one (1) inspector or the Building Official shall be at the Building and Safety office within the corporate boundaries of Moorpark from at least 8:00 am to 5:00 pm each work day and available by appointment unless otherwise approved in writing by the Community Development Director.
2. Provide building inspection services, consistent with the approved plan(s), laws and ordinances in effect at the time of building permit issuance, during the course of construction of private structures and all public agency sponsored buildings for which the City has jurisdiction.
3. Provide prompt inspection for each project at the completion of the various stages of construction on a minimum of next-day basis as long as inspection requests are made by 4:00 pm the previous day.

D. Building Rehabilitation Inspection

1. Diligently pursue a Building Rehabilitation Program to systematically enforce the Building Rehabilitation portions of the City code for the purpose of rehabilitating substandard properties and bringing about the timely demolition or removal of those structures which are unsightly substandard or unsafe beyond repair.
2. Enforce the Uniform Housing Code, Health and Safety Code Section 17000 et. al., and other applicable codes and ordinances pertaining to substandard buildings and properties, and make such inspections and issue such permits as are required.

E. Emergency Services

During a City declared emergency, consultant shall immediately make available the Building Official and as many inspectors as needed to evaluate, report on structural damage locations, magnitude and valuation, consistent with applicable codes, ordinances and industry standards.

F. Other Services

1. Provide additional inspections and services as needed by the City including, but not limited to, preparation of bid documents, contractor bid review, award of contract, pre-construction conference, progress and final inspections, monitor compliance with Davis/Bacon and other Federal regulations, project management, plan check, and inspection services for City sponsored projects.

2. The City may from time to time have the need for other services not specifically listed in this Scope of Services for which the consultant has the necessary experience and capabilities to provide such services. City may authorize the consultant to perform such related services on an as-needed basis.

G. Rental Inspection Program (Optional Proposal)

If the City adopts a Residential Rental Inspection Ordinance provide residential inspection services to ensure that residential rental properties are not substandard and meet minimum Uniform Housing Code, Health and Safety Code Section 17000 et. al., and other applicable codes and ordinances.

H. Code Compliance (Optional Proposal)

Provide Code Compliance staff to conduct code compliance services in accordance with the City of Moorpark Code Compliance Work Program adopted by the City Council including, but not limited to:

1. Conduct scheduled visits to the City's industrial, commercial and residential neighborhoods to insure compliance with the Moorpark Municipal Code.
2. Conduct research, investigations and inspections of potential code violations that are observed by code compliance staff, reported by City staff or public officials, or reported by the general public.
3. Prepare necessary correspondence relating to code compliance cases and maintain required code compliance logs, files and reports and other administrative documents.
4. Assist in the development preparation of educational materials related to code compliance issues.
5. Provide administrative support and coordination to the City Attorney on cases to be prosecuted, and participate as a witness for the City in court actions when necessary.
6. Participate in the development of public awareness materials, Managed Enforcement/Neighborhood Development (MEND) program and other community outreach programs.

III. ENGINEERING

The City intends to select one firm to perform municipal engineering services under the administration of the City Engineer/Public Works Director, and to perform all of the items listed in the Engineering Scope of Services. The proposal for Engineering Services shall be independent of a proposal for Building and Safety Services.

The City recognizes that there may be questions prior to a qualified firm preparing its

proposal. A **mandatory** pre-proposal meeting is scheduled at **2:00 pm, on May 3, 2006**, at Moorpark City Hall, 799 Moorpark Avenue, Moorpark California, 93021. Please contact Gail Rice, grice@ci.moorpark.ca.us or 805-517-6233 to confirm your attendance at the meeting. Yugal K. Lall, City Engineer/Public Works Director and Barry K. Hogan, Community Development Director, will be available to answer questions related to Engineering services. The City's objective is to insure an appropriate exchange of information to facilitate proposal submittals that meet the City's requirements.

SCOPE OF SERVICES

A. Development Engineering

1. When requested by the City Engineer/Public Works Director, attend regular and special City Council, Planning Commission meetings and meetings with City staff, public officials, community leaders, developers, contractors, and the general public.
2. Review and provide to the City Engineer/Public Works Director, general comments and/or conditions on private and public development applications, planning programs and land development controls, including reports from other agencies.
3. When requested by the City Engineer/Public Works Director, provide general technical advice on engineering and public works services.
4. Advise the City as to development engineering and construction financing available from other governmental agencies.
5. Establish working relationships and coordination with all other public agencies and private utilities involving development engineering matters affecting City.
6. When required, analyze City's general needs and make general recommendations pertaining to long and short-range maintenance and improvement programs consistent with the economic capabilities of City.
7. When required, provide general engineering consultation in connection with problems such as traffic engineering, traffic congestion, street signs, street maintenance programs, flood control, etc.
8. When required, review and provide general comment on regulations, fees and ordinances pertaining to engineering matters.
9. Provide comments pertaining to land development project control, including scope of work on proposed General Plan amendments and updates to various elements and Subdivision Map Act revisions.
10. Assemble, organize and maintain on site such records as are customarily maintained by a municipal engineering office for its contracted functions. Such records shall at all times be the property of the City and shall be open for City inspection.

11. Cooperate with and respond to inquiries from City and its contractual firms for investigating claims against the City and provide reports, statements and/or other requested information in a timely manner.
12. Provide assistance in the preparation for legal and/or court actions related to Development Engineering functions including attendance at closed sessions and depositions, but excluding preparation for and attendance at court and arbitration proceedings.
13. Provide general enforcement of Appendix Chapter 33 (Site Work, Demolition and Construction) of the California Building Code.
14. Assist with preparation of annual development engineering, public works and capital improvements budgets.
15. Maintain copies of the Flood Insurance Rate Maps (FIRM) in the Engineering office for the convenience of the public and respond to general public inquiries regarding the Flood Insurance Rate Map (FIRM).
16. Provide financial reports, documentation and analysis as requested by the City Manager or his or her designee.
17. Respond to requests by City's internal and external auditors for information regarding charges, fees, project costs or other services which are provided. Maintain all records in conformance with generally accepted accounting principles and the requirements of OMB Circular A-87.
18. On a weekly basis maintain the Engineering Permit Monitor of the status of all engineering services and comply with all administrative procedures established for preparation of reports and information for the City.
19. Advise City of availability for grant applications for funding from federal, state, and regional agencies for traffic safety studies and improvements.
20. When requested, provide general advice to City's staff in connection with the maintenance and operation of City's traffic signal facilities.
21. When requested by City, assist in communication with general public and School District staff regarding traffic counts, signage, speeding and other traffic enforcement concerns, signal warrants, pavement markings and crosswalks, accident histories, Caltrans permits and improvement projects and with potential developers regarding City approval process and any potential project requirements.
22. Provide general guidelines to City staff regarding signing and striping.
23. When requested, provide brief review of miscellaneous requests for traffic related devices, improvements, preventative and/or corrective measures. The foregoing does not include an engineering analysis, study, report, resolution, exhibit or similar work effort.
24. Provide computer hardware and software consistent with the City's network for each company employee to the satisfaction of the City of Moorpark Information Systems Division and the City Engineer/Public Works Director.

B. Plan And Map Checking (Review)

1. Review and check land divisions, grading plans, and soils reports for compliance with the Map Act, City ordinances, and sound engineering practices.
2. Check all improvement plans for facilities under the jurisdiction of City, prepared by private developers.
3. Establish performance and labor and material bond amounts when required and require the posting of such securities and other development fees within the proper time sequence of such development review.
4. It is the City's intent to have all plans be ready for permit issuance at the conclusion of the third plan check. At a minimum, the following turn around times shall apply:
 - a. First plan check – Within (20) business days after submission of a completed set of plans.
 - b. Second plan check – Within (10) business days after submission of requested changes.
 - c. Third plan check – Within (5) business days after submission of requested changes.

C. Encroachment Permits

Receive, process, issue and provide construction observation for encroachment permits.

D. Land Development Inspection (Construction Observation)

1. Provide field inspection during the construction of public works improvements by private developers and at the proper time, recommend notices of completion and, acceptance of the work including reports concerning exoneration of bonds or other surety.
2. Report to the City Engineer/Public Works Director any obstructions, potholes, unsafe traffic control signing or other easily observable public safety items that may be observed in driving to and from the site of inspections.

E. Geology And Soils Engineering

Provide consulting geology and soils engineering specialties as part of A., B., C., and D. of this section. These services may be provided by using sub-consultants or consultant's in-house personnel. If sub-consultants are used, indemnification and insurance requirements shall be the same as those required by the proposer. Plan check turnaround times for sub-consultants shall conform to the requirement for Plan and Map Checking indicated in B.4. above.

F. Capital Improvement Projects

When requested, perform the following services:

1. Prepare plans, specifications and cost estimates for City projects.
2. Provide design survey; construction survey; and construction administration and observation for City projects.
3. Provide special engineering reports regarding such matters as assessment district formation, annexations, etc.
4. Check plans, specifications and cost estimate, and provide construction administration and observation for City projects designed by others.
5. Process plans, specifications and permits through other agencies for review and approval.
6. Other duties as assigned relating to traffic and transportation engineering.

G. Collection Of Fees From Applicants

All fees to be collected from any applicant in connection with the carrying out of the functions as set forth in this RFP shall be collected in the name of the City. The consultant shall employ record keeping measures acceptable to the City. If fees are collected by the City, the consultant shall review the appropriate ordinances and fee schedules in effect and shall provide to the persons designated by the City for collection of fees, the amount of such fees to be collected.

H. Assessment Engineering (Optional Proposal)

Act as Engineer of Work and provide customary Assessment District Engineering support services to City on an as needed basis; including, but not limited to, research and compilation of assessment records and parcel data, compilation and maintenance of database records, review of engineer's plans, development of assessment budgets and cost estimates, cost allocation to parcels, preparation of assessment rolls, preparation of Engineer's Report and legislative documents consistent with the requirements of Proposition 218, and the Landscaping and Lighting Act of 1972, attendance and presentation at staff meetings and City Council meetings, coordination with City Clerk and County Agencies, and annual assessment administration activities.

IV. LIMITATIONS

- A. All files, plans, reports and pertinent data or materials shall be the sole property of the City of Moorpark and may not be used or reproduced in any form without the explicit written permission of the City. All files shall be stored on-site or in a City approved location and shall not be used for the private purposes of the consultant.
- B. The proponent should expect to have access only to the public records and public files of local government agencies in preparing the proposals or reports. No

compilation, tabulation, or analysis of data, definition or opinion, etc., should be anticipated by the proponent from the agencies, unless volunteered by a responsible official of those agencies.

- C. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The City reserves the right at its sole discretion to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and to submit such price, technical or other revisions of their proposals as may result from negotiations.
- D. Responses to this RFP should contain a statement as to what contractual arrangements, if any, exist or have any time in the past existed between the responding firm and the applicant.
- E. The City is not liable for any costs incurred by the Consultant or their sub-consultants in preparing the proposal.

V. PROPOSAL CONTENT/FORMAT

The organization of the proposal shall follow this general outline:

- A. Introduction- An overall introduction to the proposal, the contents of which be determined by the particular requirements of the consultant.
- B. Qualifications – The following information shall be included in identifying the proposed project team that will work on the scope of services:
 - 1. Principal(s) of firm, the project team leader who will be responsible for the overall administration of consultant's services and supervision of consultant's project team members, project team members, and how long proposed project team has worked together.
 - 2. Experience of firm in providing requested scope of services, specifically referencing similar consulting services to other agencies, particularly in Ventura County, along with contact person for an agency that may provide information regarding the firm's work.
 - 3. A listing of other service agreements and references that the firm believes would further support their qualifications for this assignment.
 - 4. A listing of the firm's current projects, service agreements and clients. Please note that the City's contract requirements do not allow the firm to have clients that currently are processing development projects in the City of Moorpark or have had projects in the City of Moorpark processed within the last year.

5. A listing of all consultants/sub-consultants the firm proposes to utilize for these services. The City reserves the right to approve or reject any member of the consultant team, including sub-consultants proposed for these services. After the proposal deadline, substitution of members of the project team, including sub-consultants, may only be made by permission of the City. Experience of each member of the project team, including sub-consultants, should be identified, along with a list of relevant services/projects/references demonstrating their qualifications for this work.
 6. A listing of any pending or previous litigation over the past five years related to firm's work in this area.
 7. A statement that neither firm nor any officer or principal of the firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services; that they shall employ no person having such interest as an officer, employee, agent, or subcontractor; that firm has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnerships and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year; and that firm and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City of Moorpark and for a one-year time period following termination of this Agreement.
- C. Cost for Services - Provide a schedule for each service proposed. Please indicate whether such cost is a one time fee or a deposit and indicate what portion of the fee or deposit will go for the City's administrative costs. For example, building plan check, inspection and permit issuance services shall be 60 percent of the cost of the building permit with 40 percent to be used by the City for administration with the 60 percent covering all cost of staffing the public counter.
- D. Program Management - An explanation of the program management system to be used shall be identified, detailing the operating procedures to be employed and any other management methods to be used to assure that that services are delivered within the scheduled time frame and that quality will be maintained in the required products.
- E. Statement of Offer and Signature
1. The proposal shall be signed by an individual authorized to bind the proponent, and shall contain a statement to the effect that the proposal is a firm offer for a 60-day (or more) period.
 2. The proposal shall also provide the following information: name, title,

address and telephone number of individuals(s) with authority to negotiate, and contractually bind the company and also who may be contacted during the period of proposal evaluations.

VI. DUE DATE

The Consultant shall submit three (3) copies of the Qualifications and Proposal to:

Barry K. Hogan, Community Development Director
Community Development Department
City of Moorpark
799 Moorpark Avenue
Moorpark, CA. 93021

TO BE RECEIVED NO LATER THAN 5:00 P.M., May 26, 2006

VII. PROPOSAL EVALUATION AND SELECTION

Three copies of the Proposal must be **received before 5:00 P.M., May 26, 2006 by the Community Development Director**. Each proposal shall be dated and time stamped by the City.

All proposals properly received will be evaluated by a Review Committee. The firms will be ranked and interviews will be scheduled with the top-ranked firms, if determined necessary. The firm(s) ranked as the most qualified to provide the requested services may be invited to negotiate a final agreement. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm.

**Copies of the Proposals
are available in the
Community Development Department**

**AGREEMENT
FOR
BUILDING AND SAFETY SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2007, by and between the City of Moorpark, a Municipal Corporation located in the County of Ventura, State of California, hereinafter referred to as "CITY" and Charles Abbott Associates, Inc., a California Corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH

WHEREAS, CITY has the need for certain municipal building and safety services; and

WHEREAS, CITY desires to contract for such services with a private consultant in anticipation that said private consultant can provide such services in a manner acceptable to the CITY; and

WHEREAS, the CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS, this Agreement supersedes the Agreement for City Building and Safety Services between the City of Moorpark and Charles Abbott Associates, Inc.,(CAA), dated November 1, 1989 and any amendments thereto; and

WHEREAS, CITY wishes to retain the CONSULTANT for the performance of said services;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

CITY does hereby appoint CONSULTANT in a contractual capacity to perform certain functions of a municipal building and safety office, and to perform the services in accordance with the terms and conditions hereinafter set forth in Exhibit "A".

I. COMPENSATION FOR BUILDING AND SAFETY SERVICES

A. The fees in full Compensation to the CONSULTANT for the services rendered shall be as follows:

Monthly Fees Collected	CONSULTANT % of Fees	
Plan Check	67%	
Inspection (Permit Fee)	58%	000140

B. The hourly fee rates for services provided pursuant to this Agreement shall be those contained in Exhibit "B". Said rates may be adjusted November 1, 2007 and each subsequent November 1 as follows:

CONSULTANT shall notify CITY in writing forty-five (45) days or more prior to November 1 of the proposed changes in said hourly rates. The proposed change shall be either the change to the Consumer Price Index, using the U.S. City Average for All Urban Consumers All Items Indexes for the previous 12 month period (August to previous August or seven percent (7%), whichever is less. Said changes consistent with the above limits shall become effective November 1 unless CITY notifies CONSULTANT in writing of its rejection of the intended changes in hourly rates. A written request for changes in excess of the above limits must be submitted to CITY forty-five (45) days prior to the proposed effective date and requires City Council approval to become effective.

C. CITY shall make payment to CONSULTANT within thirty (30) days of receipt of invoices, except for those invoices which are contested or questioned, in writing, and are returned to CONSULTANT within thirty (30) days of the receipt of invoices.

II. TERMINATION

This Agreement may be terminated by CONSULTANT when CITY is provided a written notice ninety (90) days in advance of such termination. CITY may terminate this Agreement with or without cause at any time with thirty (30) days written notice of such termination. In the event of such termination, CONSULTANT shall be compensated for such services up to the date of termination. Such compensation for work in progress would be pro-rated as to the percentage of progress completed at the date of termination.

III. GENERAL CONDITIONS

A. Consultant covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnerships and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City of Moorpark and for a one-year time period following termination of this Agreement.

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B. CITY assumes no liability for the payment of any salary, wage or other compensation to any person employed by CONSULTANT performing services hereunder for CITY.

C. CONSULTANT is, and shall at all times remain as to CITY, a wholly independent contractor. For City business purposes, position titles utilized by CONSULTANT'S employees shall be approved by the City Manager or his/her designee. All correspondences on City letterhead, via City emails, and use of City business cards shall identify CONSULTANT as an independent contractor. Neither CITY nor any of its officers, employees or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT officers, employees or agents, except as herein set forth. 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 employees of CITY. 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 the CITY and CONSULTANT.

D. All original documents, plans, designs, drawings, inspection reports, logs, computer files, notes and other related materials prepared or obtained in the course of providing the services performed pursuant to this Agreement are the sole property of CITY. In the event of termination of this Agreement in accordance with Article II of this Agreement, and upon written request from CITY, CONSULTANT shall deliver in good condition and in a manner prescribed by CITY all such property within 10 (ten) working days of the written request. Original files of the City shall not be located offsite of City premises, unless the written permission of the City Engineer and/or City Clerk is obtained, and the files remain fully accessible to the City and its officials, employees, and agents.

E. Hold Harmless and Indemnification Provisions:

1. Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the full extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless CITY and any and all of its officials, employees, agents, and independent contractors ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same as caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees, subconsultants, contractors and subcontractors (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this Agreement.

2. 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, agents, and independent contractors 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, 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.

3. 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 and 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.

4. 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 Paragraphs 1 and 2 of this Section.

F. CONSULTANT shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and part of this Agreement.

G. CONSULTANT shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that CONSULTANT is uniquely qualified to perform the services provided for in this Agreement.

H. CONSULTANT shall have its hours of operation open to the public for the issuance of permits and other related services between 8:00 a.m. and 5:00 p.m. each City workday and shall observe the same holidays as CITY, unless otherwise approved in writing by the City Manager or his/her designee. CITY shall provide CONSULTANT office space and support services for normal office operation between 8:00 a.m. and 5:00 p.m. each City workday. CONSULTANT agrees to pay CITY monthly rent prior to the fifth day of each month, along with overhead charges for the use of City offices,

equipment, technical support services, computer maintenance, software, software maintenance and other associated costs with running an office.

I. CONSULTANT will ensure all of his/her employees assigned to this Agreement comply with the Fair Political Practices Commission, Conflict of Interest Code reporting, "Statement of Economic Interests," as adopted by City Resolution.

J. CONSULTANT will report to the City Clerk the names and titles of all employees, new employees and terminations of employment assigned to this Agreement within two (2) weeks of said employment, or termination to allow for compliance with reporting requirements under Conflict of Interest reporting mandated deadlines.

K. During the term of this contract, and for a period of six months after the term of this contract, CONSULTANT agrees not to solicit, recruit, or contact any City employee for purposes of hiring such employee or for purposes of retaining such employee to work for CONSULTANT as a consultant. CONSULTANT agrees that if any City employee submits an unsolicited application for employment or consulting work to CONSULTANT and CONSULTANT hires such City employee as an employee or consultant, CONSULTANT shall pay to City a fee of Seventy-Five Thousand Dollars (\$75,000.00) to compensate CITY for costs associated with recruitment of a replacement, training, temporary interim employees, and other related expenses.

L. Cases involving a dispute between CITY and CONSULTANT may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

M. Any notice to be given pursuant to this Agreement shall be in writing and all such notices and any other document to be delivered must be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for who intended as follows:

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

TO: Charles Abbott Associates, Inc.
20532 El Toro Road, Suite 109
Mission Viejo, CA 92692
Attn: Rusty R. Reed

Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

N. This Agreement constitutes the entire Agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a written amendment, signed and acknowledged by both of the parties hereto.

O. 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.

P. 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 provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

Q. 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.

R. This Agreement is made, entered into, executed and is to be performed in Moorpark, 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.

S. The captions and headings of the various Articles and Paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.

IV. RESPONSIBLE INDIVIDUAL

The individual in responsible charge for the performance of the duties set forth herein shall be Ray Young and shall be titled Building Official.

Upon mutual written agreement of the parties, other individuals may be substituted in the above capacity as Building Official in responsible charge.

V. IMPLEMENTATION

CITY shall provide CONSULTANT with written notice in advance of the date at which these services are to be implemented if different than the date of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF MOORPARK

CHARLES ABBOTT ASSOCIATES,
INC.

Patrick Hunter
Mayor

Rusty R. Reed
President

ATTEST:

Deborah S. Traffenstedt
City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

A. BUILDING OFFICIAL FUNCTION

1. When directed by the City Manager or his/her designee, attend regular and special and/or adjourned meetings of the City Council and Planning Commission. Any costs associated with attendance shall be charged as part of City Building and Safety Fees under Articles I., A., and B. of this Agreement unless otherwise authorized in writing by the City Manager or his/her designee.
2. When directed, review and provide general comment on land development controls, including proposed building construction and reports from other agencies.
3. When directed, provide general technical advice to City personnel or City contract personnel assigned to Code Compliance and Building and Safety activities.
4. Establish and maintain working relationships and coordination with public agencies and private utilities involving Building and Safety matters affecting the City.
5. When so directed, attend meetings with City staff, public officials, community leaders, developers, contractors, and the general public, including attendance at countywide meetings of Building Officials. The City will endeavor to schedule such meetings on days on which the City Council or Planning Commission meetings are scheduled.
6. Review and provide comment on regulations, fees and ordinances pertaining to Building and Safety matters. Insure that all Building and Safety related codes used by the City are consistent with and up to date with applicable state and federal laws including, but not limited to Uniform Codes; and advise of the need for and timing to update applicable codes. Prepare and assist in the preparation of such updates and revisions to codes with recommendations for City Council consideration.
7. Assemble and maintain such records as are customarily maintained by a City Building and Safety Division in an organized fashion so that periodically such records can easily be scanned for computer imaging and filing. Such records will at all times be the property of the City and will be open for City inspection. No destruction of original City records shall occur unless written approval of the City is obtained in accordance with the requirements of State law and established City Council policy.
8. Provide assistance in the preparation for legal and/or court actions, including arbitration proceedings related to Building and Safety matters including attendance at closed sessions and depositions, preparation of City's legal and/or arbitration cases, attendance at court and arbitration proceedings.
9. Assist with preparation of annual Building and Safety budgets.

10. Report to the City any public nuisances that are observed.
11. Implement as necessary and maintain computer software for Building and Safety activities and reports compatible with the City's hardware and software.
12. Prepare and submit state required Strong Motion Instrumentation Fund (SMIF) reports to the City to allow for timely submission to the State.
13. Prepare and submit the required annual reports related to Building and Safety activities to the State.
14. Assist with preparation of annual engineering, public works and capital improvements budgets.
15. Provide financial reports, status reports and other documentation and analysis as requested by the City Manager or his/her designee.
16. Calculate and insure payment of all fees required to be paid at the time of issuance of building permit, including but not limited to police facilities, fire facilities, tree and landscape and general plan update.
17. Comply with all administrative procedures established for preparation of reports and information for the City.
18. Provide computer hardware and software consistent with the City's network for each employee to the satisfaction of the City of Moorpark Information Systems Division and the City Manager or his/her designee.
19. Provide, at no charge to the City, plan check and inspection services for building improvements of \$10,000 or less on City property where improvements do not increase the building square footage.

B. PLAN CHECKING (REVIEW)

1. Provide the appropriate licensed engineer and/or plan checker to review the plans prepared by or on behalf of the various private developers for compliance with all applicable Building and Safety related ordinances and codes of the City and provide the same services for all public agency sponsored buildings for which the City has jurisdiction.
2. The following minimum plan check turn around times will apply:
 - a. First Plan Check: Ten (10) business days from the submission of a completed set of plans.
 - b. Second Plan Check: Five (5) business days from the submission of the requested changes of the First Plan Check.

c. Over the Counter Plan Checks: To the extent possible and when feasible depending upon work load provide over the counter plan checks for such small items including, but not limited to patio covers, small room additions and small remodels.

3. Coordinate reviews and plan checks by other appropriate agencies including but, not limited to those agencies having jurisdiction for enforcement of fire, sanitation, health, water and sewer codes and services and engineering services for grading, soils and geology.

C. BUILDING PERMIT AND INSPECTION

1. Issue building permits between the hours of 8:00 am and 5:00 pm of each work day. At least one (1) Permit Technician and one (1) Inspector or the Building Official will be at City Hall Offices from at least 8:00 am to 5:00 pm each work day and available by appointment unless otherwise approved in writing by the City Manager or his/her designee.

2. Provide building inspection services, consistent with the approved plan(s), laws and ordinances in effect at the time of building permit issuance, during the course of construction of private structures and all public agency sponsored buildings for which the City has jurisdiction. Provide inspection for each project at the completion of the various stages of construction with same day inspection when inspection request is called in by 6:00 am that day.

D. BUILDING REHABILITATION INSPECTION

1. Diligently pursue a Building Rehabilitation Program to systematically enforce the Building Rehabilitation portions of the City code for the purpose of rehabilitating substandard properties and bringing about the timely demolition or removal of those structures which are unsightly, substandard, or unsafe beyond repair.

2. Enforce the Uniform Housing Code, Health and Safety Code Section 17000 et.al, and other applicable codes and ordinances pertaining to substandard buildings and properties, and make such inspections and issue such permits as are required.

E. EMERGENCY SERVICES

During a City declared emergency, immediately make available the Building Official and as many inspectors as needed to evaluate, and report on structural damage locations, and their magnitude and valuation, consistent with applicable codes, ordinances and industry standards.

F. OTHER SERVICES

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1. Provide additional inspections and services as needed by the City including, but not limited to, preparation of bid documents, contractor bid review, award of contract, pre-construction conference, progress and final inspections, monitor compliance with Davis-Bacon Act and other Federal regulations, project management, plan check, and inspection services for City sponsored projects.

2. On occasion the City Manager or his/her designee may have the need for services not specifically listed in this Scope of Services for which CONSULTANT has the necessary experience and capabilities to provide such services. The City Manager or his/her designee may authorize the CONSULTANT to perform such related services on an as-needed basis.

G. RENTAL INSPECTION PROGRAM

Provide residential inspection services, consistent with the City's Rental Inspection Ordinance, to ensure that residential properties are not substandard and meet minimum Uniform Housing Code, Health and Safety Code Section 17000 et. al., and other applicable codes and ordinances.

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EXHIBIT 'B'
HOURLY RATES

PERSONNEL SERVICES	RATES
Principal	\$165.00
Project Supervisor.....	\$140.00
Project Manager.....	\$125.00
Plan Check Engineer.....	\$105.00
Associate Engineer	\$85.00
Building Official	\$115.00
Sr. Building Inspector.....	\$105.00
Building Inspector.....	\$85.00
Permit Technician	\$59.00
Secretarial/word Proc.....	\$45.00

Adjustments made annually in November in accordance with Article I.B. of this Agreement.

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EXHIBIT "C" 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. In the event the amount of commercial general liability insurance provided to another public agency client of Consultant is greater than the amounts stated in this paragraph, this same insurance coverage shall be provided 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 \$1,000,000 per occurrence.

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's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers 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.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of

Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,500,000 per occurrence.

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.

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 contractors ("City 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 subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor 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.

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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 of 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. Certificate(s) 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 subcontractor, 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 retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor. Architect,

Engineer 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 or 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 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 as 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.

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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 given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or 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 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.

**AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2007, by and between the City of Moorpark, a Municipal Corporation located in the County of Ventura, State of California, hereinafter referred to as "CITY" and Charles Abbott Associates, Inc., a California Corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH

WHEREAS, CITY has the need for certain municipal engineering services; and

WHEREAS, CITY desires to contract for such services with a private consultant in anticipation that said private consultant can provide such services in a manner acceptable to CITY; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS, this Agreement supersedes the Agreement for City Engineering Services between the City of Moorpark and Charles Abbott Associates, Inc.,(CAA), dated August 15, 2005 and any amendments thereto; and

WHEREAS, CITY wishes to retain CONSULTANT for the performance of said services;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

CITY does hereby appoint CONSULTANT in a contractual capacity to perform certain functions of a municipal engineering office, and to perform the services in accordance with the terms and conditions hereinafter set forth in Exhibit "A".

I. COMPENSATION TO CONSULTANT

The fees in full Compensation to CONSULTANT for the services rendered shall be as follows:

A. Development Engineering

For the services set forth in Exhibit "A", Section A, these services shall be provided at no cost except those items of work determined by the City Manager or his/her designee to encompass a level of effort necessitating additional compensation. Such items of

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work shall be authorized in advance by a written Additional Services Authorization (ASA) signed by the City Manager or by his/her designee.

B. Plan Checks

For services provided as described in Exhibit "A", Section B, a seventy percent (70%) fixed fee, of the current fees collected by CITY. Progress payments shall be made accordingly:

Fifty percent (50%) of fee upon completion of the first plan check; an additional twenty-five percent (25%) upon completion of the second plan check; an additional twenty-five percent (25%) upon completion of the third and final plan check. Completion of the final plan check shall occur when signed by the City Engineer or such other City employee designated by the City Manager.

C. Land Development Review

1. For services as described in Exhibit "A", Section C, review and conditioning of tentative maps, development plans, general plan amendments, zone changes and similar entitlements CONSULTANT will receive a fee of Five Hundred Dollars (\$500.00) for small entitlements such as tentative maps of less than ten (10) lots and commercial and industrial developments of less than 5,000 square feet. For entitlements in excess of ten (10) lots and commercial and industrial development in excess of 5,000 square feet services CONSULTANT will receive a fee of Two Thousand Five Hundred Dollars (\$2,500.00).

2. For projects requiring special, hydrological, geological, or other analysis beyond the usual review, CONSULTANT shall receive additional compensation for actual cost for preparation or review of such analysis. For such service, CONSULTANT shall provide CITY with a quotation. No services shall be authorized until written CITY approval is granted. The environmental checklist for a project will be used as a guide for projects this additional level of review. The services provided by CONSULTANT pursuant to this Paragraph C. shall be performed in a timely manner to allow City compliance with the processing requirements of the Permit Streamlining Act. CONSULTANT may choose to contract for such special services.

D. Public Works Encroachment Permits

For services provided in Exhibit "A", Section C, processing and issuance of public works encroachment permits, a seventy percent (70%) fixed fee, of the current fees collected by CITY. Payment will be made based upon the fees collected during each calendar month.

E. Land Development Inspection (Construction Observation)

For services provided as described in Exhibit "A", Section D, a seventy percent (70%) fixed fee, of the current fees collected by CITY. Progress payments shall be made according to the current hourly fee schedule, not to exceed ninety-five percent (95%) of

the total fee, until recommendation of final acceptance of the project is made by the CONSULTANT to the City Engineer (in the event the City Engineer is not a City employee, then the City Manager or his or her designee), at which time the remainder of the fixed fee shall be invoiced as part of the next billing cycle.

F. The Hourly Rates of the CONSULTANT shall be as provided in Exhibit "B".

The hourly fee rates for services provided pursuant to Paragraphs C., D., E., and F. of this Agreement shall be those contained in Exhibit "B". Said rates may be adjusted November 1, 2007 and each subsequent November 1 as follows:

CONSULTANT shall notify CITY in writing forty-five (45) days or more prior to November 1 of the proposed changes in said hourly rates. The proposed change shall be either the change to the Consumer Price Index, using the U.S. City Average for All Urban Consumers All Items Indexes for the previous 12 month period (August to previous August or seven percent (7%), whichever is less. Said changes consistent with the above limits shall become effective November 1 unless CITY notifies CONSULTANT in writing of its rejection of the intended changes in hourly rates. A written request for changes in excess of the above limits must be submitted to CITY forty-five (45) days prior to the proposed effective date and requires City Council approval to become effective.

G. CITY shall make payment to CONSULTANT within thirty (30) days of receipt of invoices, except for those invoices which are contested or questioned, in writing, and are returned to CONSULTANT within thirty (30) days of receipt of invoices.

II. TERMINATION

This Agreement may be terminated by CONSULTANT when CITY is provided a written notice ninety (90) days in advance of such termination. CITY may terminate this Agreement with or without cause at any time with thirty (30) days written notice of such termination. In the event of such termination, CONSULTANT shall be compensated for such services up to the date of termination. Such compensation for work in progress would be pro-rated as to the percentage of progress completed at the date of termination.

III. GENERAL CONDITIONS

A. Consultant covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnerships and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within

the past one (1) year, and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City of Moorpark and for a one-year time period following termination of this Agreement.

B. CITY assumes no liability for the payment of any salary, wage or other compensation to any person employed by CONSULTANT performing services hereunder for CITY.

C. CONSULTANT is, and shall at all times remain as to CITY, a wholly independent contractor. For City business purposes, position titles utilized by CONSULTANT'S employees shall be approved by the City Manager or his/her designee. All correspondences on City letterhead, via City emails, and use of City business cards shall identify CONSULTANT as an independent contractor. Neither CITY nor any of its officers, employees or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT officers, employees or agents, except as herein set forth. 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 employees of CITY. 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 the CITY and CONSULTANT.

D. All original documents, plans, designs, drawings, inspection reports, logs, computer files, notes and other related materials prepared or obtained in the course of providing the services performed pursuant to this Agreement are the sole property of CITY. In the event of termination of this Agreement in accordance with Article II of this Agreement, and upon written request from CITY, CONSULTANT shall deliver in good condition and in a manner prescribed by CITY all such property within 10 (ten) working days of the written request. Original files of the City shall not be located offsite of City premises, unless the written permission of the City Engineer and/or City Clerk is obtained, and the files remain accessible for responding to public records requests.

E. Hold Harmless and Indemnification Provisions:

1. Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the full extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless CITY and any and all of its officials, employees, agents, and independent contractors ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same as caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees, subconsultants, contractors and subcontractors (or any entity or

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individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this Agreement.

2. 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, agents, and independent contractors 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, 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.

3. 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 and 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.

4. 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 Paragraphs 1 and 2 of this Section.

F. CONSULTANT shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and part of this Agreement.

G. CONSULTANT shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that CONSULTANT is uniquely qualified to perform the services provided for in this Agreement.

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H. CONSULTANT shall have its hours of operation open to the public for the issuance of permits and other related services between 8:00 a.m. and 5:00 p.m. each City workday and shall observe the same holidays as CITY, unless otherwise approved in writing by the City Manager or his/her designee. CITY shall provide CONSULTANT office space and support services for normal office operation between 8:00 a.m. and 5:00 p.m. each City workday. CONSULTANT agrees to pay CITY monthly rent prior to the fifth day of each month, along with overhead charges for the use of City offices, equipment, technical support services, computer maintenance, software, software maintenance and other associated costs with running an office.

I. CONSULTANT will ensure all of his/her employees assigned to this Agreement comply with the Fair Political Practices Commission, Conflict of Interest Code reporting, "Statement of Economic Interests," as adopted by City Resolution.

J. CONSULTANT will report to the City Clerk the names and titles of all employees, new employees and terminations of employment assigned to this Agreement within two (2) weeks of said employment, or termination to allow for compliance with reporting requirements under Conflict of Interest reporting mandated deadlines.

K. During the term of this contract, and for a period of six months after the term of this contract, CONSULTANT agrees not to solicit, recruit, or contact any City employee for purposes of hiring such employee or for purposes of retaining such employee to work for CONSULTANT as a consultant. CONSULTANT agrees that if any City employee submits an unsolicited application for employment or consulting work to CONSULTANT and CONSULTANT hires such City employee as an employee or consultant, CONSULTANT shall pay to City a fee of Seventy-Five Thousand Dollars (\$75,000.00) to compensate CITY for costs associated with recruitment of a replacement, training, temporary interim employees, and other related expenses.

L. Cases involving a dispute between CITY and CONSULTANT may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

M. Any notice to be given pursuant to this Agreement shall be in writing and all such notices and any other document to be delivered must be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for who intended as follows:

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

TO: Charles Abbott Associates, Inc.
20532 El Toro Road, Suite 109
Mission Viejo, CA 92692
Attn: Rusty R. Reed

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Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

N. This Agreement constitutes the entire Agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a written amendment, signed and acknowledged by both of the parties hereto.

O. 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.

P. 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 provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

Q. 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.

R. This Agreement is made, entered into, executed and is to be performed in Moorpark, 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.

S. The captions and headings of the various Articles and Paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.

IV. RESPONSIBLE INDIVIDUAL

The individual in responsible charge for the performance of the duties set forth herein shall be Frederick Richard Jones, Jr., a Registered Civil Engineer No. 36665 and Licensed Land Surveyor Land Surveyor No. 5458; and shall be titled Principal Engineer/Surveyor.

Upon mutual written agreement of the parties, other individuals may be substituted in the above capacity as Engineer in responsible charge.

In the event of a vacancy in the City Engineer position of the City, the City Manager may appoint an employee or officer of CONSULTANT as Acting City Engineer. CONSULTANT agrees to perform the responsibilities of City Engineer consistent with the terms of this Agreement and applicable state law.

V. IMPLEMENTATION

CITY shall provide CONSULTANT with written notice in advance of the date at which these services are to be implemented if different than the date of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF MOORPARK

CHARLES ABBOTT ASSOCIATES,
INC.

Patrick Hunter
Mayor

Rusty R. Reed
President

ATTEST:

Deborah S. Traffenstedt
City Clerk

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EXHIBIT "A"
SCOPE OF SERVICES

A. DEVELOPMENT ENGINEERING

1. When requested by the City Manager or his/her designee, CONSULTANT will attend regular and special City Council and Planning Commission meetings and meetings with City staff, public officials, community leaders, developers, contractors, and the general public.
2. CONSULTANT will provide to the City Manager or his/her designee, general comments and/or conditions on private and public development applications, planning programs and land development controls, including reports from other agencies.
3. When requested by the City Manager or his/her designee, CONSULTANT will provide general technical advice on engineering and public works activities.
4. CONSULTANT will advise the City as to development engineering and construction financing available from other governmental agencies.
5. CONSULTANT will establish working relationships and coordination with all other public agencies and private utilities involving engineering matters affecting City of Moorpark.
6. When required, CONSULTANT will analyze City's general needs and make general recommendations pertaining to long and short-range maintenance and improvement programs consistent with the economic capabilities of the City.
7. When required, CONSULTANT will provide general engineering consultation in connection with problems such as construction traffic control, street signs, street maintenance programs, flood control, etc.
8. When necessary, CONSULTANT will review and provide general comments on development regulations, development fees and ordinances pertaining to engineering matters.
9. CONSULTANT will provide comments pertaining to controls on land development projects including, but not limited to scope of work on proposed General Plan amendments and updates to various elements, Subdivision Map Act revisions, and revisions to the City's Subdivision Ordinance.
10. CONSULTANT will assemble and maintain on-site such records as are customarily maintained by a municipal engineering office for its contracted functions. Such records shall at all times be the property of the City and shall be open for City inspection. Such records shall be organized and neatly filed in accordance with normal engineering practices. Within six (6) months of the date of this Agreement CONSULTANT will provide CITY with all development engineering files organized and

ready to be imaged. This will include, but not be limited to engineering files on entitlement projects such as Final Maps, Parcel Maps, Planned Development Permits, and Conditional Use Permits. The files will be organized in a system that has been approved by CITY and shall include one copy of the final approved or recorded map or site plan, all correspondence on the project, a copy of the issued grading permit, encroachment permit, bonds and other pertinent material to the development of the project as determined by the City Manager or his/her designee. No destruction of original City records shall occur unless written approval of the City is obtained in accordance with the requirements of State law and established City Council policy.

11. CONSULTANT will cooperate with and respond to inquiries from CITY and its contractual firms for investigating claims against CITY and, as determined by City, provide reports, statements and/or other requested information in a timely manner.

12. Provide assistance in the preparation for legal and/or actions related to Development Engineering functions including attendance at closed sessions and depositions, but excluding preparation for and attendance at court and arbitration proceedings.

13. Provide general enforcement of Appendix Chapter 33 (Site Work Demolition and Construction) of the California Building Code.

14. Annually assist with the preparation of development engineering, public works and capital improvements budgets.

15. Maintain copies of the Flood Insurance Rate Map (FIRM) in the Engineering office for the convenience of the public and respond to general public inquiries regarding the FIRM.

16. Provide reports, documentation and analysis as requested by the City Manager or his/her designee.

17. Respond to requests by City's internal and external auditors for information regarding charges, fees, project costs or other services which are provided. CONSULTANT will maintain all records in conformance with generally accepted accounting principles and the requirements on OMB Circular A-87.

18. On a weekly basis maintain the Engineering Permit Monitor of the status of all engineering services including, but not limited to development projects, inspections, plan check status, and bonds. CONSULTANT shall provide electronic and hard copies to the City Manager or his/her designee.

19. Advise CITY on availability of grant funding applications from federal, state, and regional agencies for traffic safety studies and improvements.

20. When requested, provide general advice to City's staff in connection with the maintenance and operation of City's traffic signal facilities.

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21. When requested, CONSULTANT will provide support in communication with general public and School District staff regarding traffic counts, signage, speeding and other traffic enforcement concerns, signal warrants, pavement markings and crosswalks, accident histories. CONSULTANT will also provide support in communication regarding Caltrans permits and improvement projects and with developers regarding CITY approval process and any potential project requirements.

22. CONSULTANT will provide general guidelines to City staff regarding signing and striping.

23. CONSULTANT will provide computer hardware and software consistent with the City's network for each company employee to the satisfaction of the City of Moorpark Information Systems Division and the City Manager or his/her designee.

B. PLAN AND MAP CHECKING (REVIEW)

1. CONSULTANT will review and check Final Maps, Parcel Maps, grading plans, and soils reports for compliance with State Map Act, City ordinances, conditions of approval, Development Agreements and sound engineering practices.

2. CONSULTANT will check all improvement plans prepared by private developers for facilities under the jurisdiction of the CITY.

3. CONSULTANT will establish the required performance, labor and material bond amounts and accept the posting of such securities as part of the development process.

4. All plans shall ready for permit issuance at the conclusion of the third plan check. The following minimum plan check turnaround times will apply:

a. **First plan check:** Within twenty (20) business days after submission of a completed set of plans.

b. **Second plan check:** Within ten (10) business days after submission of requested changes.

c. **Third plan check:** Within five (5) business days after submission of requested changes.

Additional plan checks beyond the third plan check shall only be permitted when approved in advance by the City Manager or his/her designee. Recovery of cost for such plan check shall be at the billing rates shown in Exhibit B. Recovery of costs beyond the fourth plan check may be reduced to less than one hundred percent (100%) if the City Manager or his/her designee determines that the need for the additional plan check is the fault of CONSULTANT.

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C. ENCROACHMENT PERMITS

CONSULTANT will receive, process, issue, and provide construction observation for encroachment permits. CONSULTANT shall provide CITY monthly with a list of all new encroachment permits for the previous month showing the location of said encroachment, the date of issuance, property owner and encroachment permit number. Annually CONSULTANT shall provide CITY with a listing of all active encroachment permits showing the location of said encroachment, the date of issuance, property owner and encroachment permit number.

D. LAND DEVELOPMENT INSPECTION (CONSTRUCTION OBSERVATION)

1. CONSULTANT will provide field inspection during the construction of public works improvements by private developers and at the proper time, recommend notices of completion and, acceptance of work including reports concerning exoneration of bonds or other surety.
2. CONSULTANT will report to the City Manager or his/her designee obstructions, potholes, unsafe traffic control signing or other easily observable public safety items that may be observed in driving to and from the site of inspections.

E. GEOLOGY AND SOILS ENGINEERING

CONSULTANT will provide consulting geology and soils engineering specialties as part of Sections A, B, C, and D. These services will be provided by CONSULTANT'S sub-consultant GeoDynamics, Inc. CONSULTANT will require GeoDynamics, Inc. to provide an indemnification and same insurance requirements as is required of CONSULTANT by CITY. Plan check turnaround times for sub-consultants shall conform to the requirements for Plan and Map Checking in Section B.

F. CAPITAL IMPROVEMENT PROJECTS

CONSULTANT will perform the following, when requested:

1. Prepare plans, specifications and cost estimates for CITY projects.
2. Provide a design survey; construction survey; and construction administration and observation of CITY projects.
3. Provide special engineering reports regarding such matters as assessment district formation, annexations, etc.
4. Check plans, specifications and cost estimates, as well as provide construction administration and observation for CITY projects designed by others.

5. Process plans, specifications and permits through other agencies for review and approval.
6. Perform other duties assigned relating to traffic and transportation engineering.

G. ASSESSMENT ENGINEERING

CONSULTANT will act as Engineer of Work and provide customary Assessment District Engineering support services to the City on an as needed basis. Included in this area of service are the following: research and compilation of assessment records and parcel data; compilation and maintenance of database records; review of engineer's plans; development of assessment budgets and cost estimates, cost allocation to parcels; preparation of assessment roll; preparation of Engineer's Report and Legislative documents consistent with the requirements of Proposition 218, and the Landscaping and Lighting Act of 1972; attendance and presentation at staff meetings; and City Council meetings, coordination with City Clerk and County Agencies; and annual assessment administration activities.

EXHIBIT 'B'
HOURLY RATE SCHEDULE

PERSONNEL SERVICES	RATES
Principal	\$165.00
Project Supervisor.....	\$140.00
Project Manager.....	\$125.00
Senior Engineer	\$115.00
Associate Engineer	\$100.00
Senior Design Engineer	\$105.00
Sr. Draftsperson.....	\$88.00
Draftsperson	\$72.00
Construction Inspector	\$69.00
Permit Technician	\$59.00
2-Person Survey Crew.....	\$187.00
3-Person Survey Crew.....	\$230.00
Secretarial/word Proc.....	\$45.00

Effective 07/1/06

EXHIBIT "C" 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. In the event the amount of commercial general liability insurance provided to another public agency client of Consultant is greater than the amounts stated in this paragraph, this same insurance coverage shall be provided 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 \$1,000,000 per occurrence.

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's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers 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.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of

Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,500,000 per occurrence.

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.

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 contractors ("City 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 subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor 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 of 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. Certificate(s) 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 subcontractor, 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 retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor. Architect,

Engineer 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 or 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 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 as 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 given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or 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 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.

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