



City of Malibu

23825 Stuart Ranch Road ♦ Malibu, California ♦ 90265-4861
Phone (310) 456-2489 ♦ Fax (310) 317-0950 ♦ www.malibucity.org

June 25, 2013

Sent via Email to SUnger@waterboards.ca.gov

Mr. Sam Unger, Executive Officer
California Regional Water Quality Control Board
Los Angeles Region
320 W. 4th Street, Suite 200
Los Angeles, CA 90013

RE: Memorandum of Understanding (MOU) Quarterly Progress Report
Malibu Civic Center Wastewater Treatment Plan

Dear Sam:

The following is the quarterly progress report for the Malibu Civic Center Wastewater Treatment Plan, which covers work activities performed on this project during the period between April 1, 2013 and June 30, 2013. To date, the City has submitted all progress reports required by the MOU and is in full compliance.

However, as we reported at the December 2012 Regional Board meeting, the City required additional funding to complete the studies, design work and environmental impact report (EIR). In January 2013, a Community Facilities District (CFD) was approved and the City received sufficient funds to continue the project. As of today, we are approximately nine months behind schedule to complete the EIR, which is now scheduled to be completed by January 2014.

Since the last quarterly report, the City has made substantial progress in the development of a centralized wastewater treatment facility for the City's Civic Center area. The work performed in this quarter includes the following:

- Formulation of the groundwater injection testing program, which included determining the required number of monitoring wells and their strategic locations in the area, and the development of a groundwater pumping/injecting testing protocol
- Drilling and development of nine (9) shallow and deep monitoring wells, including two in the private community of Malibu Colony and one in Malibu Lagoon State Beach
- Performed additional geological analysis necessary to further refine and define the subsurface geological formations utilizing testing results and log-bore data from the recently constructed shallow and deep monitoring wells
- Performed additional near-shore geophysics survey analysis to determine the location of the saltwater/freshwater interface and confirmed that injected water will flow positively towards the ocean without being blocked by any geologic formations. This critical information will be utilized during final groundwater design modeling.



- Coordinated with the Regional Water Quality Control Board (RWQCB) regarding the groundwater injection program and applied for a groundwater injection permit for injection testing to begin this June
- Performed work to refine the wastewater flow projections by RWQCB phase
- Sampled and analyzed the raw sewage from the commercial centers to further confirm the strength and constituents of the actual wastewater for treatment plant process design purposes
- Developed site plans, flow schematics and hydraulic profiles for designing the wastewater treatment plant at the Winter Canyon location
- Conducted independent expert review of the project's design concept, treatment processes, sizing and site configuration of the wastewater treatment plant facility
- Developed flow routing and alignments and hydraulic and pipe size analysis, and developed design plans and profile diagrams to identify utility conflicts for the wastewater collection system (Attachment 1)
- Analyzed locations for commercial and residential tie-in and hookup points along the wastewater collection system
- Performed hydraulic analysis and developed pipeline alignments and routes for the project's reclaimed water system
- Analyzed and identified various sites for collection system pumping stations
- Drafted the Notice of Preparation for the EIR and submitted to the City for review
- Performed a biological field survey and a wetlands delineation report for the Winter Canyon wastewater treatment plant site
- Completed preliminary appraisal of land within Winter Canyon for acquisition purposes
- Placed for solicitation a Request for Proposals seeking the services of an assessment engineer to assist the City with the formation of an assessment district to help finance the final design work and construction costs of the project (Attachment 2)

As you can see, many separate tasks are being performed on parallel tracks in an effort to complete the project in its shortest timeframe. Currently, the design of the wastewater treatment plant and collection system is approximately 35% complete. Once data collected from the groundwater injection testing program is obtained, final groundwater modeling using the MODFLOW hydraulic modeling program will be completed. Although the design of the treatment plant and collection systems is currently moving forward at an impressive rate, results from the final model will provide the necessary engineering data required to complete the final design work for the project.

On June 19, 2013, the City's design consultant and City staff met with Dr. Eric Wu of the Board's Groundwater and Permitting Unit to discuss the project status and details of the project, including the groundwater well injection and testing program, status of the City's regulatory requirements (CDP, CEQA, EIR), WDR permit limits and requirements, water balance and recycled water use, groundwater basin, Malibu Creek Nutrient TMDL, and local Agency Management Plan. At the end



of the meeting, Dr. Wu made a request to staff to ask the City Manager if he would present a status report of the project to the Board at the next Regional Board meeting on July 11, 2013. It should be noted that Dr. Wu has been very helpful to our staff and has provided our team with clarity and guidance. We look forward to his and the Board's continued support throughout this project. We also look forward to obtaining the RWQCB requirements for the City's WDR permit. Having all the requirements for the permit at this time will allow for the treatment system design to stay on track.

Finally, the City continues to have monthly meetings with stakeholders about the CCWTF. For several years, the City has met on a monthly basis with a stakeholder group comprised of commercial property owners, residential homeowners association (HOA) representatives and other interested community members. The City also makes presentations to HOA organizations within the prohibition boundary area when requested. There appears to be large support from the commercial property owners for the wastewater treatment plan moving forward. There is, however, much greater concern from residential property owners with regard to cost and overall impacts.

As you can see, the City is committed to working with the community and the Board in a diligent effort toward the design and completion of the wastewater treatment facility for the Civic Center area. If you have any questions, or require additional clarification, please do not hesitate to contact me at (310) 456-2489, extension 226, or jthorsen@malibucity.org.

Sincerely,



Jim Thorsen
City Manager

Attachments:

1. Preliminary Plans for the Civic Center Wastewater Treatment Facility
2. RFP for Assessment District (AD) Engineer

cc: Mayor House and Honorable Members of the Malibu City Council
Vic Peterson, Environmental Sustainability Director
Bob Brager, Public Works Director
Joyce Parker-Bozylinski, Planning Director
Craig George, Environmental Sustainability Manager / Deputy Building Official
Eric Wu, Ph.D., P.E., Los Angeles Regional Water Quality Control Board



Option A to serve Crummer Development



Option B to serve Crummer Development



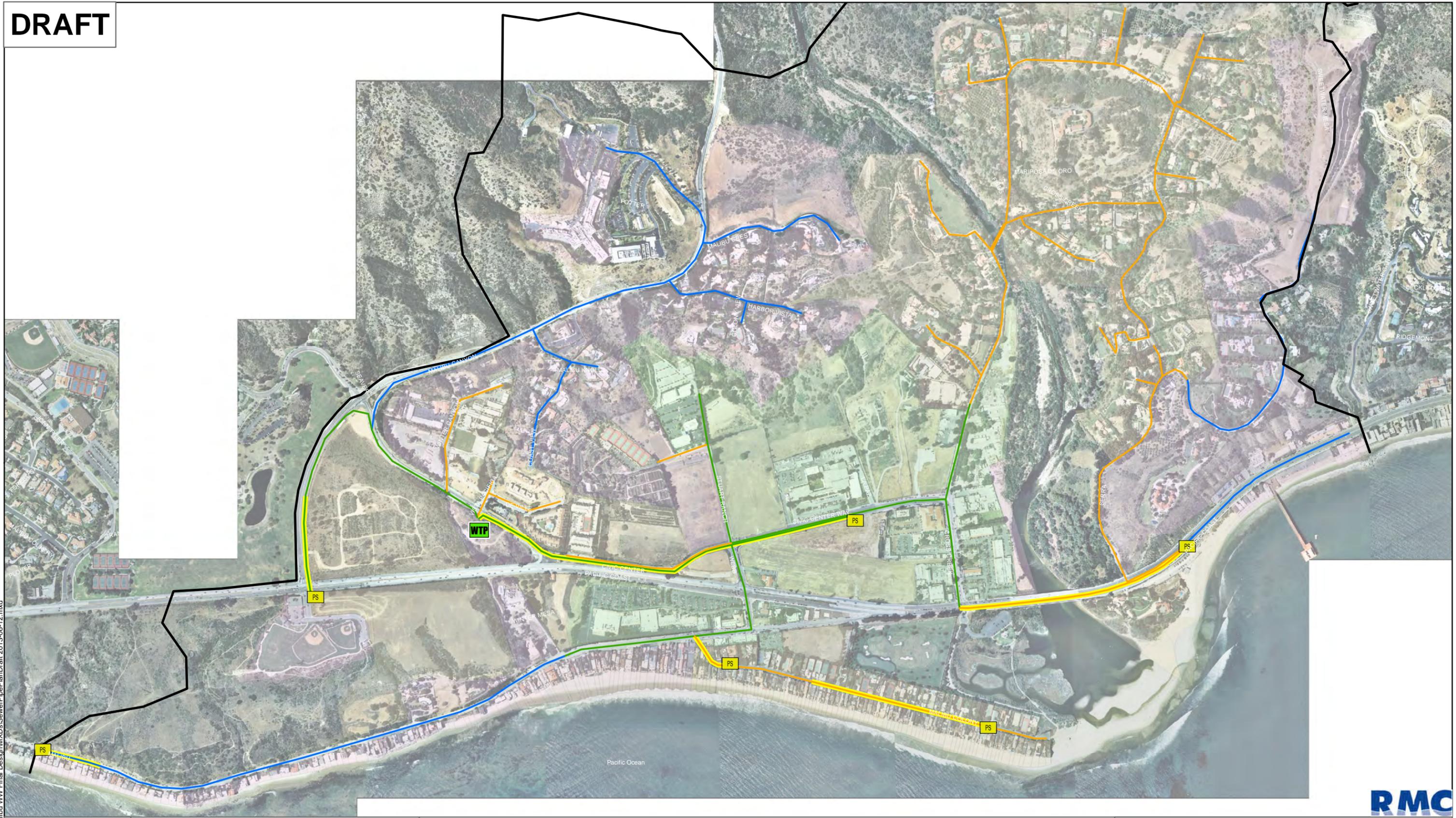
Gravity along PCH shoulder

Force main to PCH

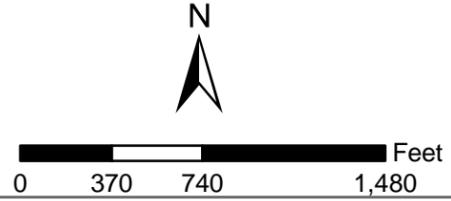
Gravity Section 2500 LF

Tie into trunk line along Malibu Rd to Webb Way

DRAFT



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- | | | |
|--------------------------------------------------|-----------------------------------------------------------|-----------------------------|
| Sewer Phase | RWQCB Phase | Prohibition Boundary |
| — Phase 1 | — Phase 1 | Prohibition Boundary |
| — Phase 2 | — Phase 2 | Wastewater Treatment Plant |
| — Phase 3 | — Phase 3 | Pump Station |
| — Force Main | | |

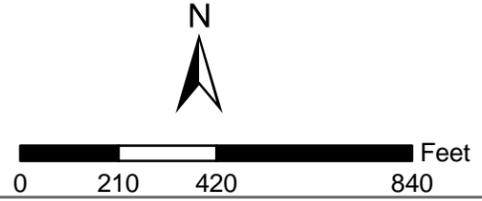


City of Malibu
Collection System by RWQCB Phase
 June 12, 2013

DRAFT



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- | | | |
|------------------------------------|------------------------|----------------------------|
| RWQCB Phase | Phase 1 Sewer Pipeline | Prohibition Boundary |
| Phase 1 | Force Main | |
| Phase 2 | WTP | Wastewater Treatment Plant |
| Phase 3 | PS | Pump Station |
| Community Facility District Parcel | | |

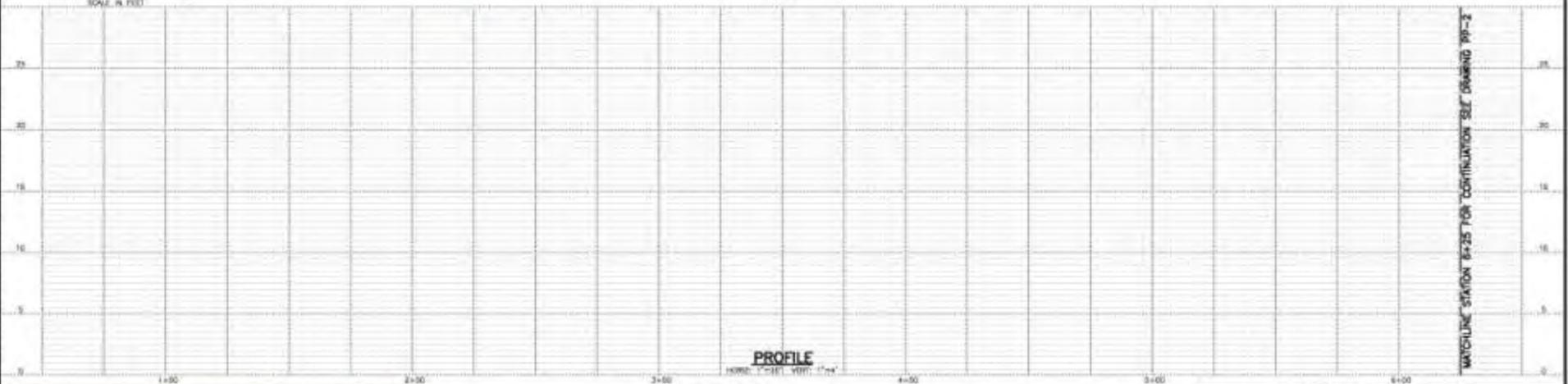
City of Malibu
Collection System by RWQCB Phase
Phase 1

June 12, 2013





PLAN
1"=60'



PROFILE
1"=10'



KEY MAP

CONSTRUCTION NOTES

- 1
- 2

CITY OF MALIBU PUBLIC WORKS DEPARTMENT	
CIVIC CENTER WASTEWATER TREATMENT FACILITY	
CIVIC CENTER WAY - 1	
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Plan No. PP-1	Sheet _____ of 000 Sheets



NO.	REVISION	BY	CHKD	DATE

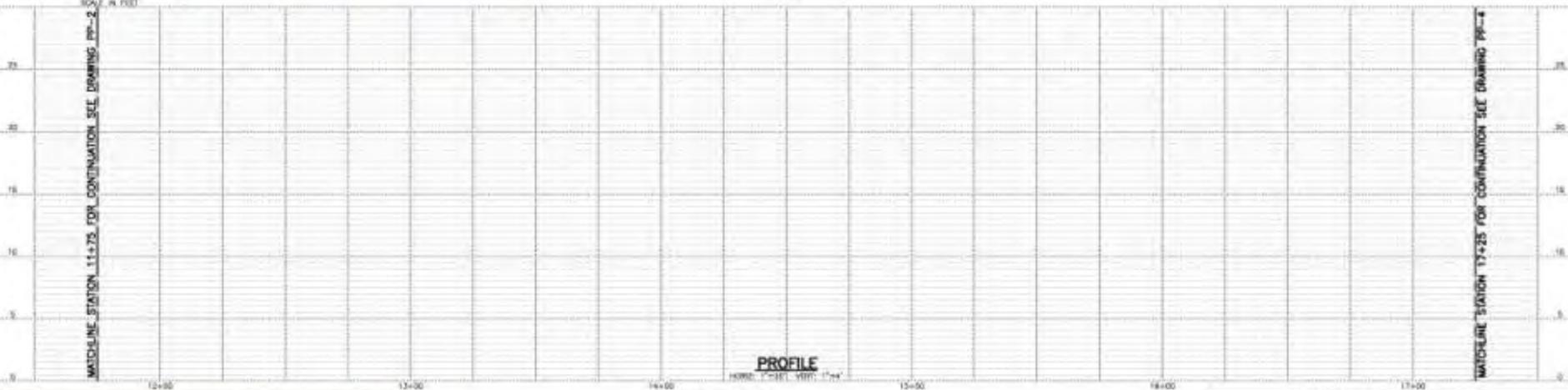
MATCHLINE STATION 6+25 FOR CONTINUATION SEE DRAWING PP-2

FOR CONTINUATION SEE DRAWING PP-2

PLAN NO. PP-1



PLAN
1"=40'



PROFILE
1"=10'



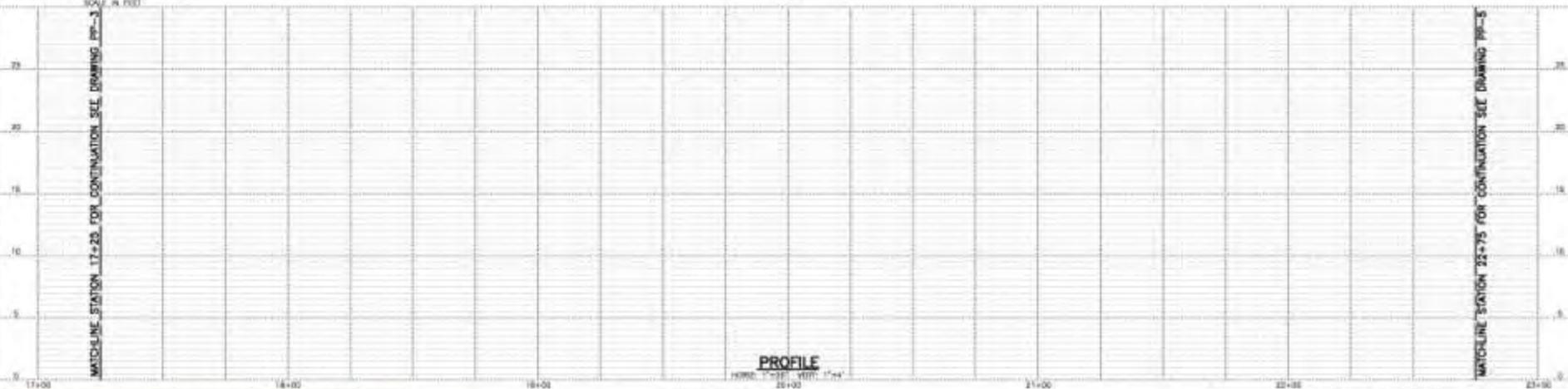
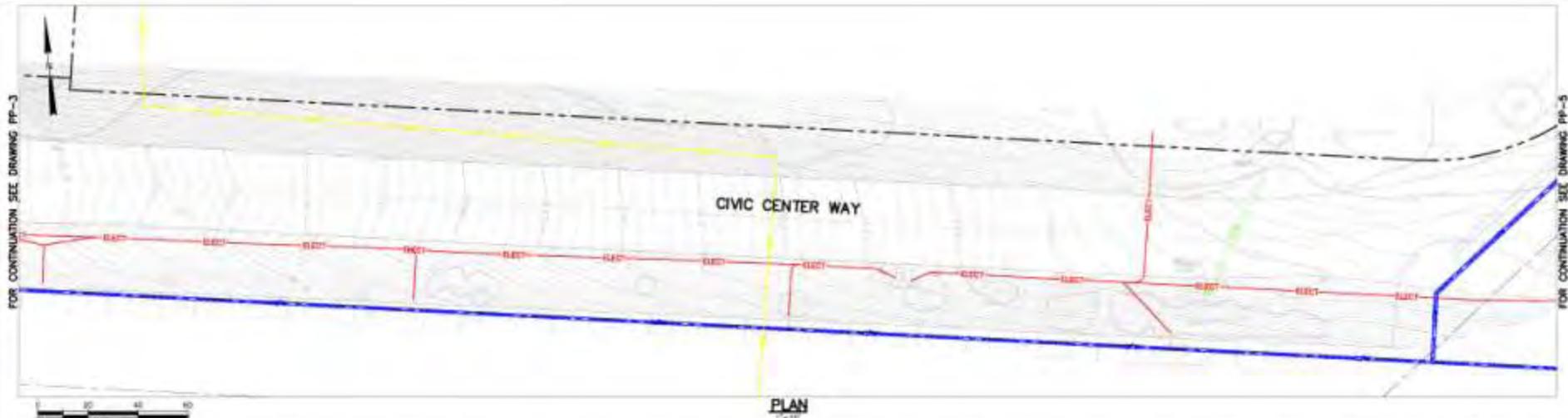
CONSTRUCTION NOTES

- 1
- 2

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NO.	REVISION	BY	CHKD	DATE



CONSTRUCTION NOTES

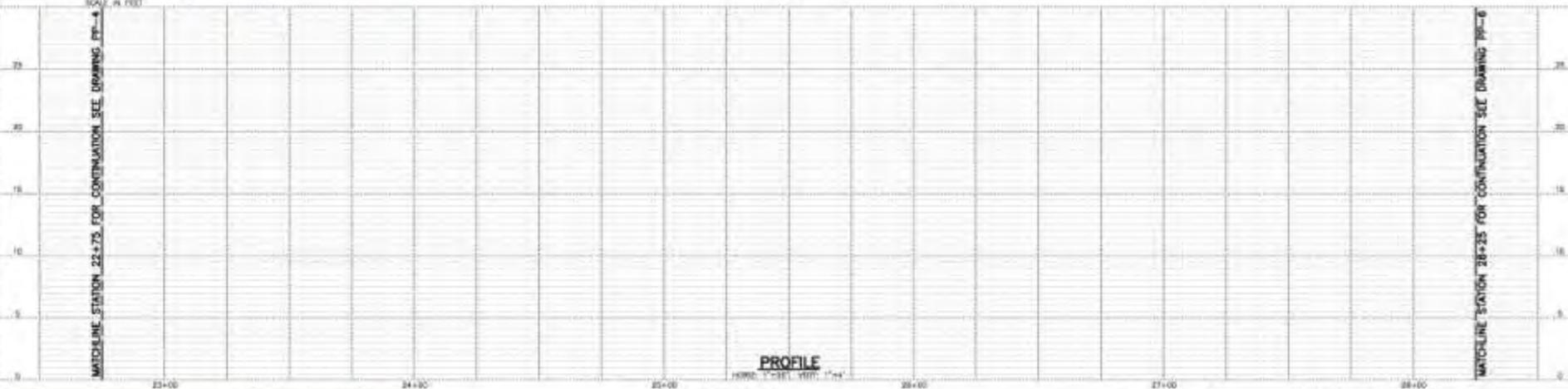
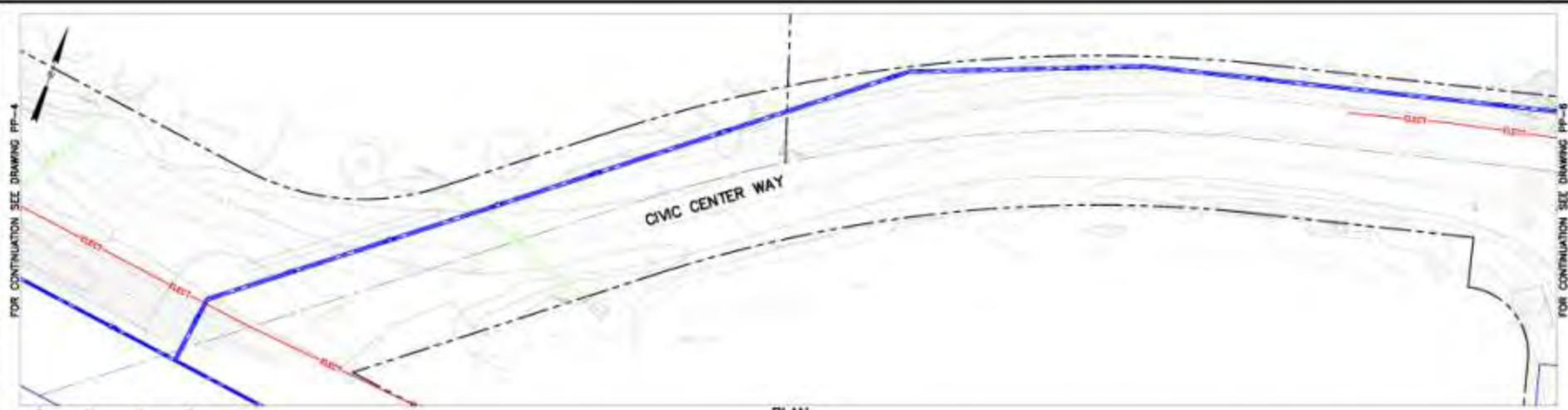
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SHEET NO. 004 OF 004 SHEETS	DATE 08-08-18



NO.	REVISION	BY	CHKD	DATE

Plan No. PP-4	Sheet 004 of 004 Sheets
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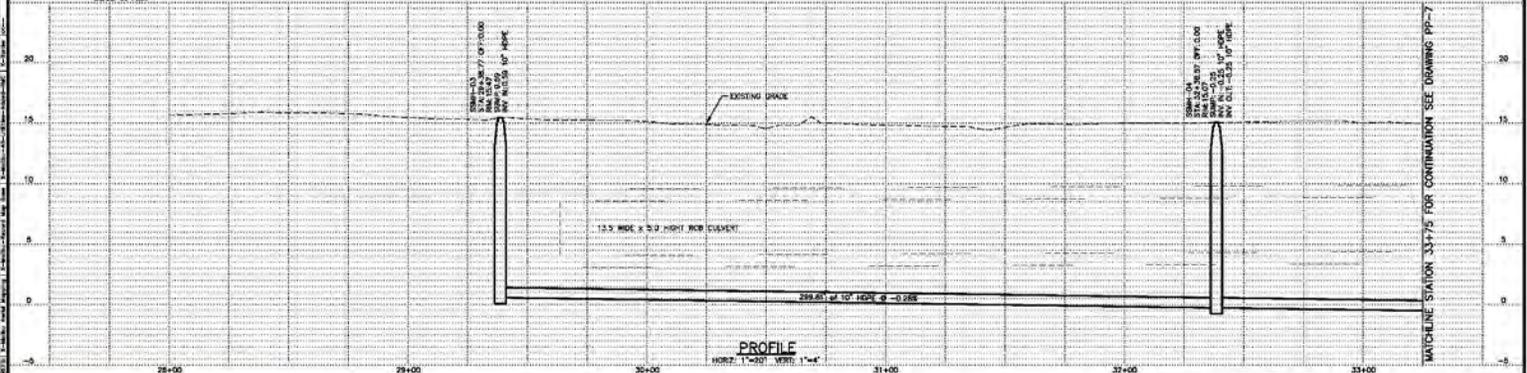
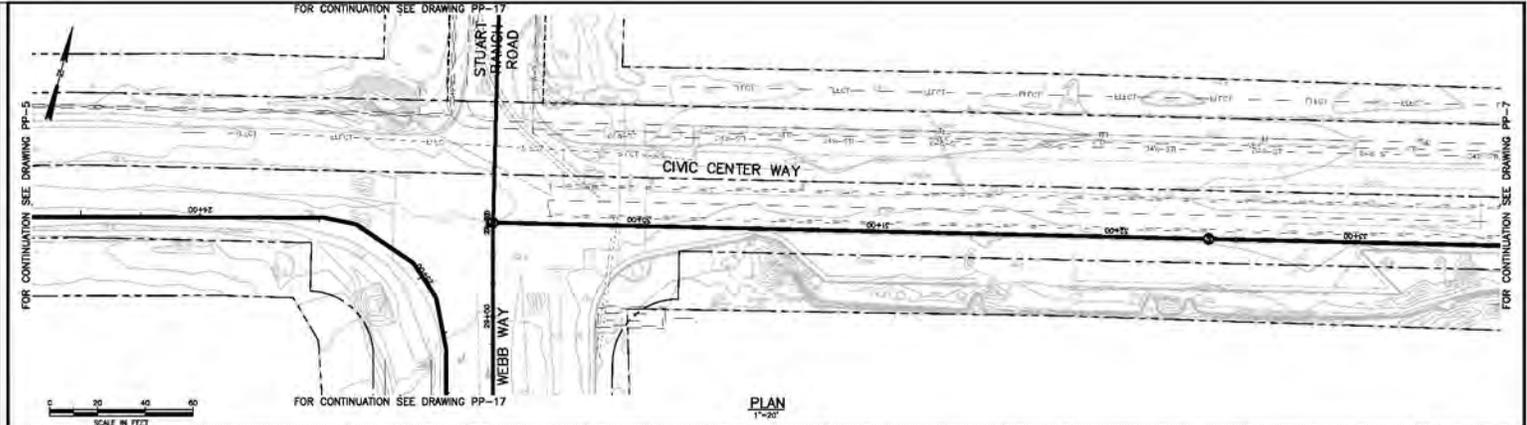
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- 1
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CITY OF MALIBU PUBLIC WORKS DEPARTMENT	
CIVIC CENTER WASTEWATER TREATMENT FACILITY	
CIVIC CENTER WAY - 5	
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Plan No. PP-5 Sheet _____ of 300 Sheets	PLAN NO. PP-5



NO.	REVISION	BY	CHKD	DATE



- CONSTRUCTION NOTES:
- 1
 - 2



NO.	REVISION	BY	CHKD	DATE

CITY OF MALIBU
PUBLIC WORKS DEPARTMENT

CIVIC CENTER WASTEWATER TREATMENT FACILITY

CIVIC CENTER WAY - 6

DATE: 08/2013	SCALE: AS SHOWN	APPROVED BY: [Signature]	DATE: 08-08-13
DATE: 08/2013	SCALE: XXXX	FORNEY BRADLEY, P.E., J.S. PUBLIC WORKS DIRECTOR/CITY ENGINEER	REV. NO. 52169 EXP. 12/31/2014
DATE: 08/2013	SCALE: XXXX	DATE: 08/2013	DATE: 08/2013

Plan No. PP-6

Sheet of XXX Sheets

Development
5' DOC

County Bldg #1
5' DOC



FOR CONTINUATION SEE DRAWING PP-6

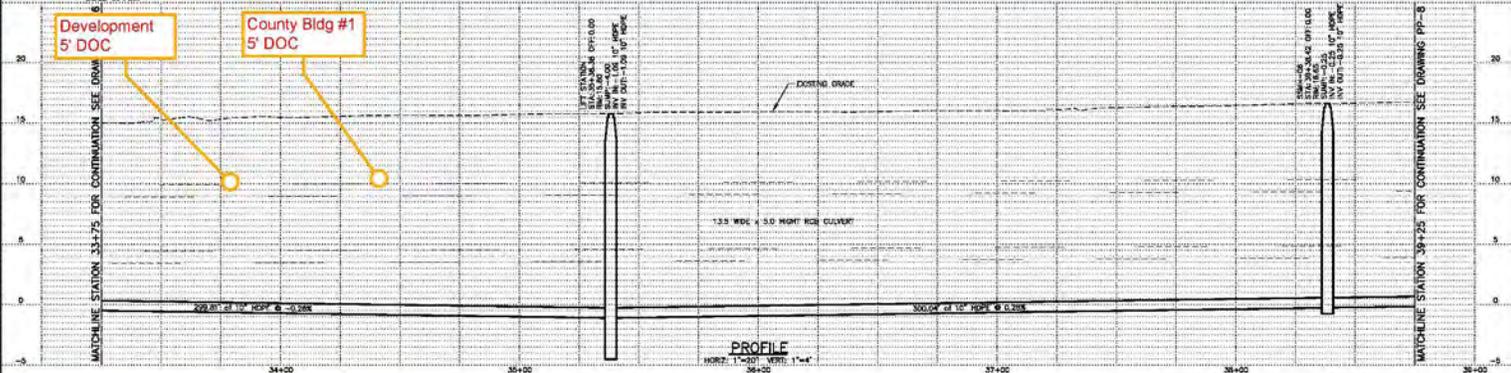
FOR CONTINUATION SEE DRAWING PP-8



PLAN
1"=50'

Development
5' DOC

County Bldg #1
5' DOC



PROFILE
1"=10' VERT 1"=40'

MATCHLINE STATION 33+75 FOR CONTINUATION SEE DRAWING PP-6

MATCHLINE STATION 36+25 FOR CONTINUATION SEE DRAWING PP-8



CONSTRUCTION NOTES:

- 1.
- 2.



NO.	REVISION	BY	CHKD	DATE

CITY OF MALIBU
PUBLIC WORKS DEPARTMENT

CIVIC CENTER WASTEWATER TREATMENT FACILITY

CIVIC CENTER WAY - 7

DATE: 05/2013	SCALE: AS SHOWN	APPROVED BY:	DATE: 05/2013
DATE: 05/2013	DATE: 05/2013	ROBERT BRADEN, P.E., J.S. PUBLIC WORKS DIRECTOR/CITY ENGINEER	05/2013
DATE: 05/2013	DATE: 05/2013	EXP. 12/31/2014	

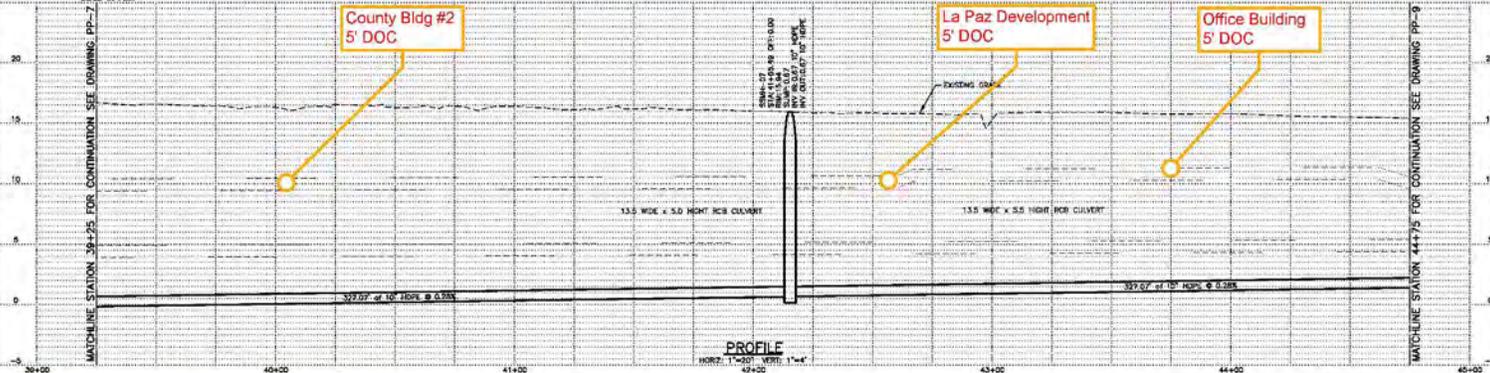
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Sheet of XXX Sheets

FOR CONTINUATION SEE DRAWING PP-7

FOR CONTINUATION SEE DRAWING PP-9



PLAN
T-2



PROFILE
HORIZ. TYPICAL VERT. 11'



CONSTRUCTION NOTES:

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NO.	REVISION	BY	CHKD	DATE

CITY OF MALIBU
PUBLIC WORKS DEPARTMENT

CIVIC CENTER WASTEWATER TREATMENT FACILITY

CIVIC CENTER WAY - 8

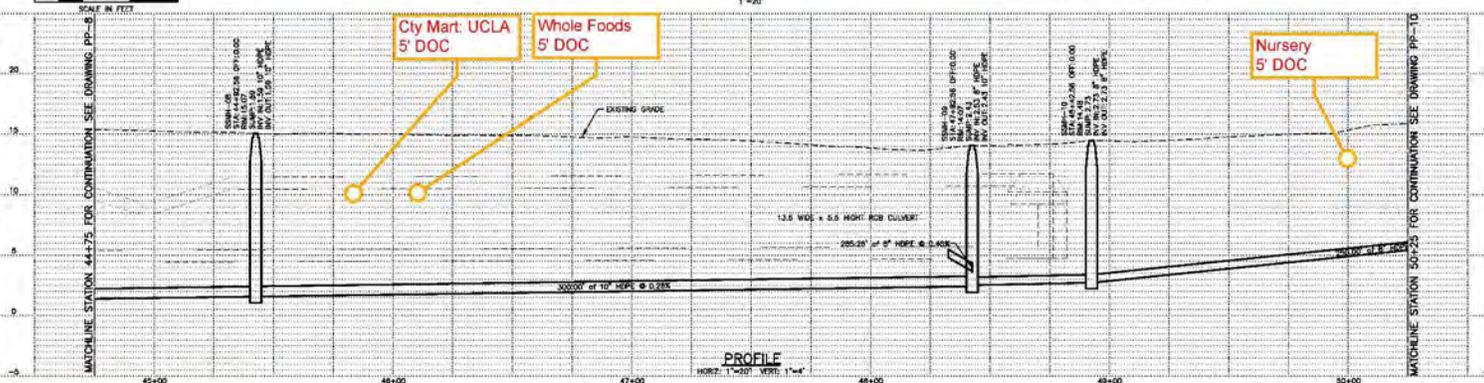
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DATE: 05/2013	DATE: 05/2013	ROBERT BRADEN, P.E., P.S. PUBLIC WORKS DIRECTOR/CITY ENGINEER	05-00-13
DATE: 05/2013	DATE: 05/2013	LEE NO. 52169 EXP. 12/31/2014	
Plan No. PP-8	Sheet	of XXX	Sheets

Whole Foods
5' DOC

Nursery
5' DOC



PLAN
11-201



PROFILE
11-201



- CONSTRUCTION NOTES:
- 1.
 - 2.



NO.	REVISION	BY	CHKD	DATE

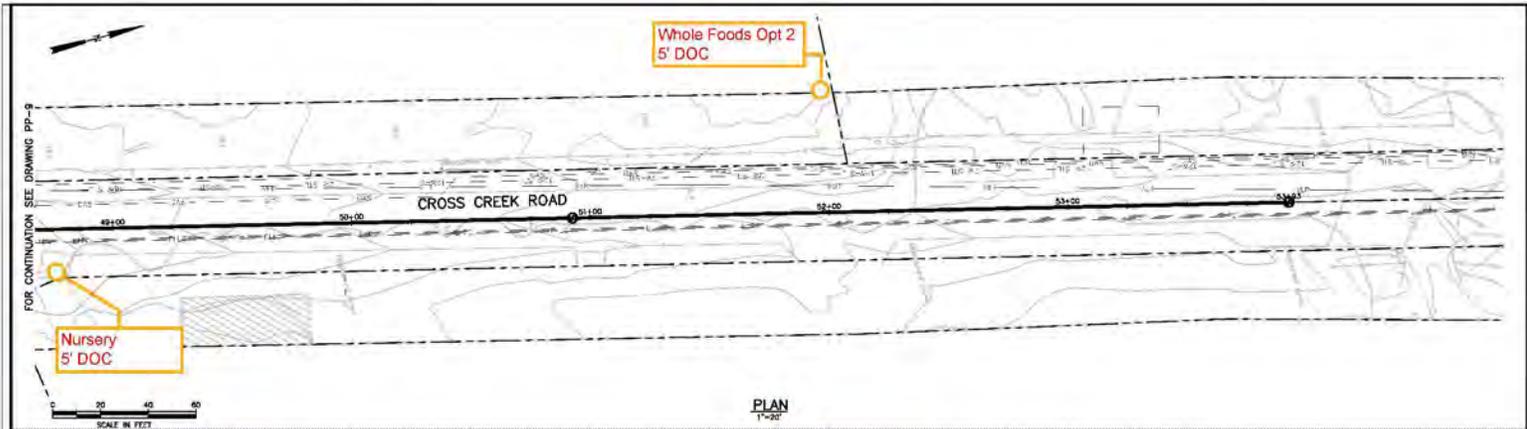
CITY OF MALIBU
PUBLIC WORKS DEPARTMENT

CIVIC CENTER WASTEWATER TREATMENT FACILITY

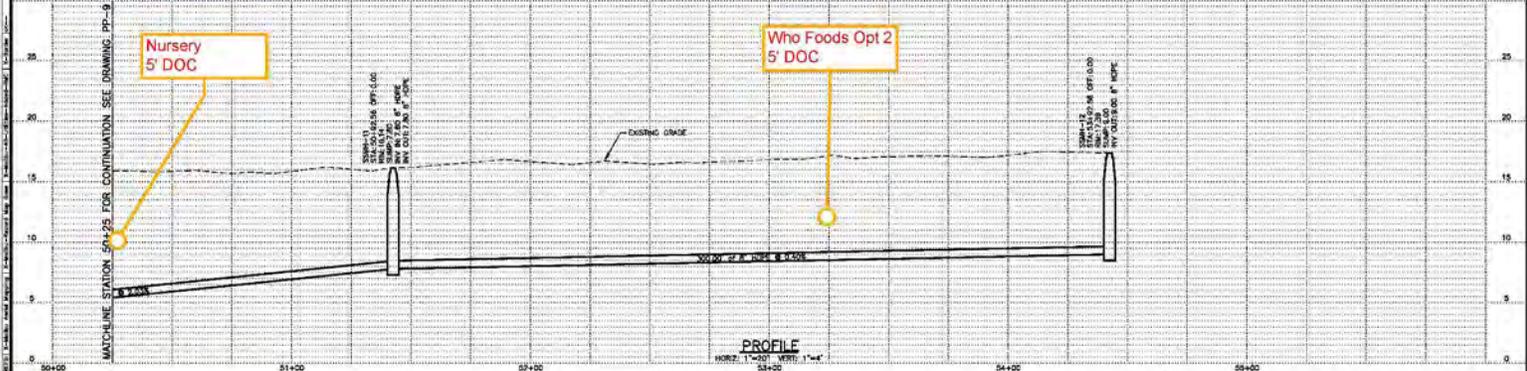
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DATE: 08/2013	DATE: 08/2013	REV. NO. 02109	EXP. 12/31/2014

Plan No. PP-9 Sheet of XXX Sheets



PLAN
1"=20'



PROFILE
HORIZ. 1"=100' VERT. 1"=4'

CONSTRUCTION NOTES:

- 1
- 2

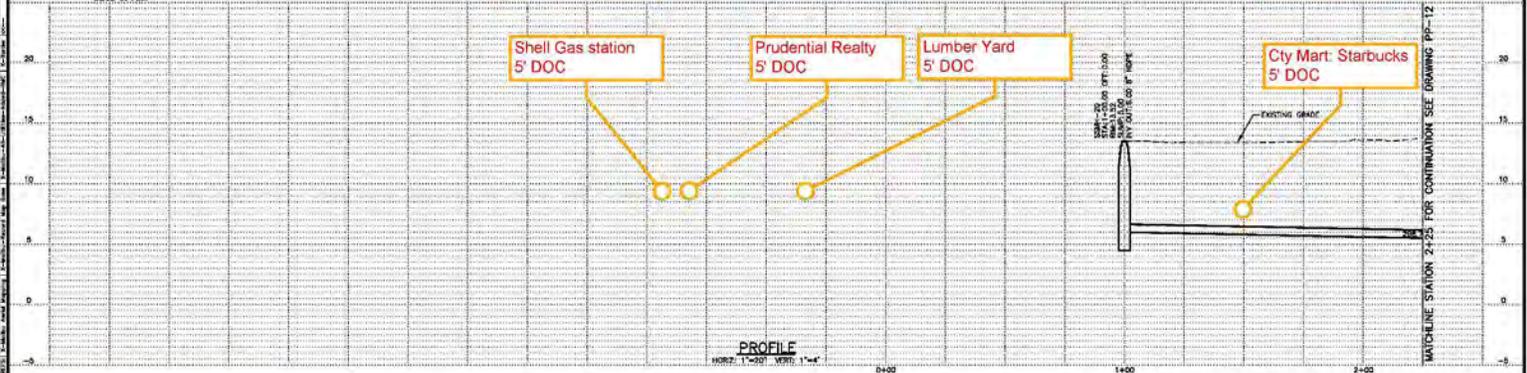
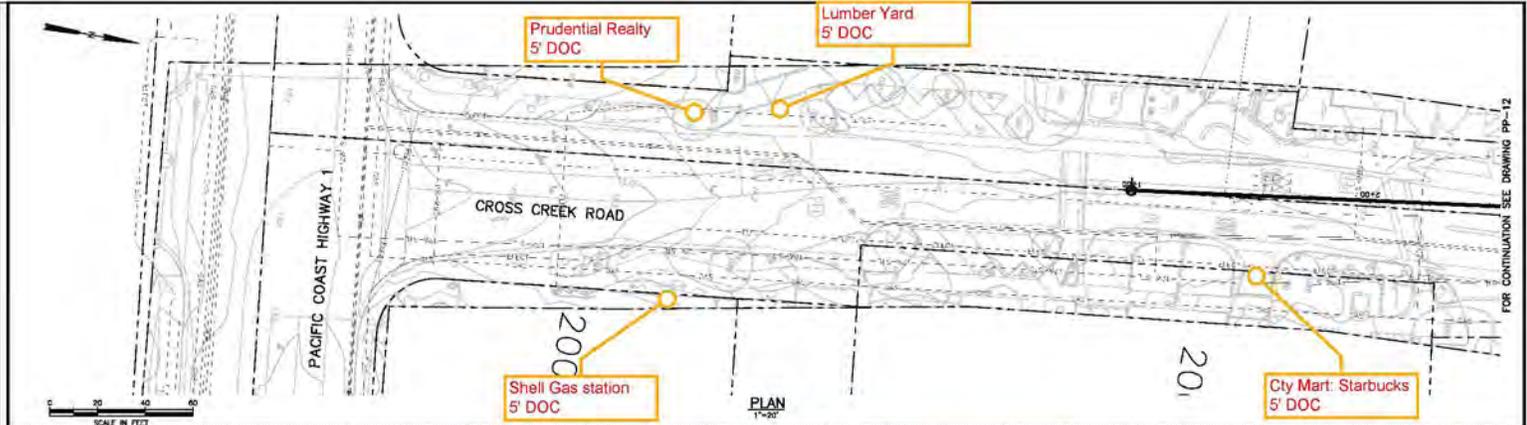


KEY MAP



NO.	REVISION	BY	CHKD	DATE

CITY OF MALIBU			
PUBLIC WORKS DEPARTMENT			
CIVIC CENTER WASTEWATER TREATMENT FACILITY			
CROSS CREEK ROAD - I			
DATE: 05/2013	SCALE: AS SHOWN	APPROVED BY:	DATE: 05-XX-13
DATE: 05/2013	DATE: 05/2013	ROBERT BRADEN, P.E., J.S.	
DATE: 05/2013	DATE: 05/2013	PUBLIC WORKS DIRECTOR/CITY ENGINEER	
DATE: 05/2013	DATE: 05/2013	REV. NO. 52169 EXP. 12/31/2014	
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CONSTRUCTION NOTES:
1.
2.



NO.	REVISION	BY	CHKD	DATE

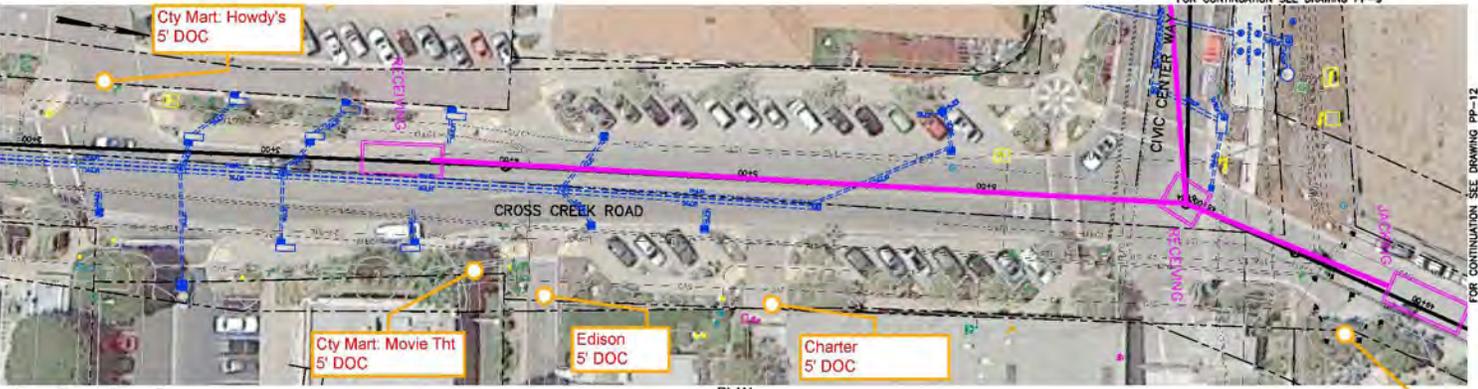
CITY OF MALIBU
PUBLIC WORKS DEPARTMENT
CIVIC CENTER WASTEWATER TREATMENT FACILITY

CROSS CREEK ROAD - 2

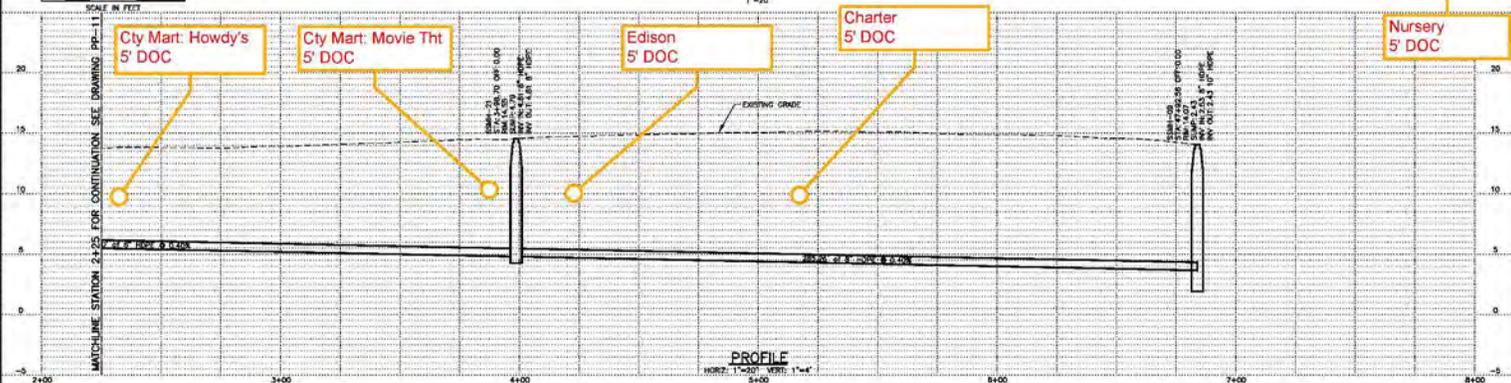
DESIGNED BY M. Eickert	DATE 08/2013	SCALE AS SHOWN	APPROVED BY ROBERT BRADEN, P.E., J.S. PUBLIC WORKS DIRECTOR/CITY ENGINEER REG. NO. 52169 EXP. 12/31/2014	DATE 08/2013
CHECKED BY T. Butler	DATE 08/2013	DATE 08/2013	DATE 08/2013	DATE 08/2013

Plan No. PP-11
Sheet of XXX Sheets

FOR CONTINUATION SEE DRAWING PP-9



FOR CONTINUATION SEE DRAWING PP-12



- CONSTRUCTION NOTES:**
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NO.	REVISION	BY	CHKD	DATE

CITY OF MALIBU
PUBLIC WORKS DEPARTMENT

CIVIC CENTER WASTEWATER TREATMENT FACILITY

CROSS CREEK ROAD - 3

DATE: 08/2013	SCALE: AS SHOWN	APPROVED BY: [Signature]	DATE: 08/2013
DATE: 08/2013	DATE: 08/2013	ROBERT BRADEN, P.E., J.S. PUBLIC WORKS DIRECTOR/CITY ENGINEER	08/2013
DATE: 08/2013	DATE: 08/2013	J. Butler, 08/2013	EXP. 12/31/2014

Plan No. PP-12 Sheet of XXX Sheets

FOR CONTINUATION SEE DRAWING PP-14



PLAN
1\"/>



PROFILE
HORIZ. 1\"/>

MATCHLINE STATION 6+00 FOR CONTINUATION SEE DRAWING PP-14

CONSTRUCTION NOTES:

- ①
- ②



KEY MAP

CITY OF MALIBU PUBLIC WORKS DEPARTMENT	
CIVIC CENTER WASTEWATER TREATMENT FACILITY	
MALIBU ROAD - 1	
DATE: 05/20/23 DRAWN BY: AS SHOWN CHECKED BY: XXXX DATE: 04/20/23	APPROVED BY: ROBERT BRADY, P.E., JLS PUBLIC WORKS DIRECTOR/CITY ENGINEER DATE: 05/12/2023
SCALE	SHEET
Plan No. PP-13	Sheet of XXX Sheets



NO.	REVISION	BY	CHKD	DATE

FOR CONTINUATION SEE DRAWING PP-13

FOR CONTINUATION SEE DRAWING PP-15



MALIBU ROAD

FUT residence service
8\"/>

FUT residence service
8\"/>

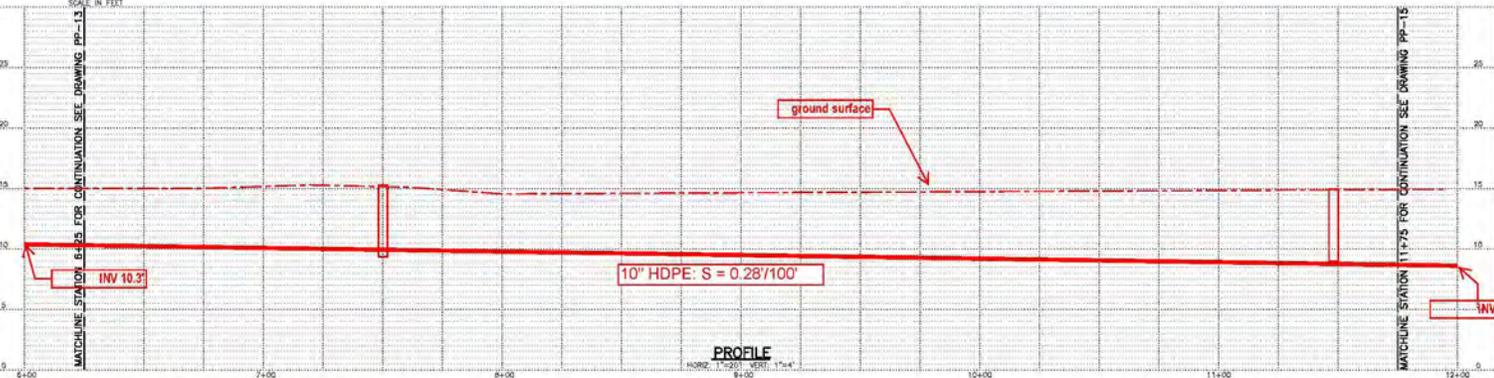
PLAN
1"=20'



SCALE IN FEET

MATCHLINE STATION 6+12.5 FOR CONTINUATION SEE DRAWING PP-13

MATCHLINE STATION 11+7.5 FOR CONTINUATION SEE DRAWING PP-15



ground surface

10" HDPE: S = 0.28'/100'

INV 8.62

INV 10.3'

PROFILE
HORIZ. 1"=20' VERT. 1"=4'

CONSTRUCTION NOTES:

- ①
- ②



KEY MAP



NO.	REVISION	BY	CHKD	DATE

CITY OF MALIBU PUBLIC WORKS DEPARTMENT			
CIVIC CENTER WASTEWATER TREATMENT FACILITY			
MALIBU ROAD - 2			
DATE: 05/20/23	SCALE: AS SHOWN	APPROVED BY: ROBERT BRADY, P.E., JLS	DATE: XX-XX-XX
DATE: 05/20/23	DATE: 05/20/23	PROJECT NO: XXXX	DATE: 05/20/2023
Plan No. PP-14		Sheet of XXX Sheets	

FOR CONTINUATION SEE DRAWING PP-15



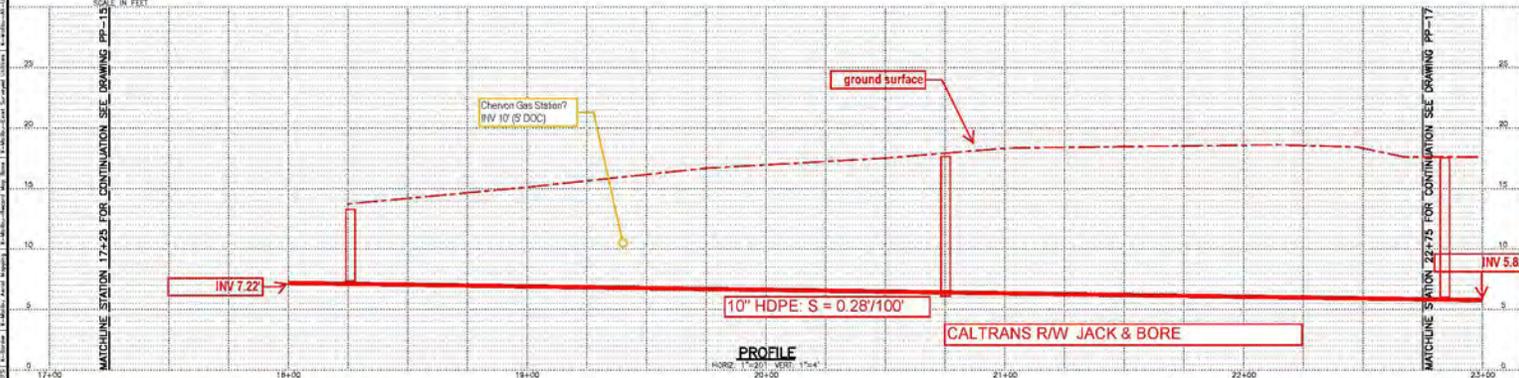
FOR CONTINUATION SEE DRAWING PP-17

PLAN
1"=50'



SCALE IN FEET
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MATCHLINE STATION 224+75 FOR CONTINUATION SEE DRAWING PP-17



PROFILE
HORIZ. 1"=200' VERT. 1"=4'

CONSTRUCTION NOTES:

- ①
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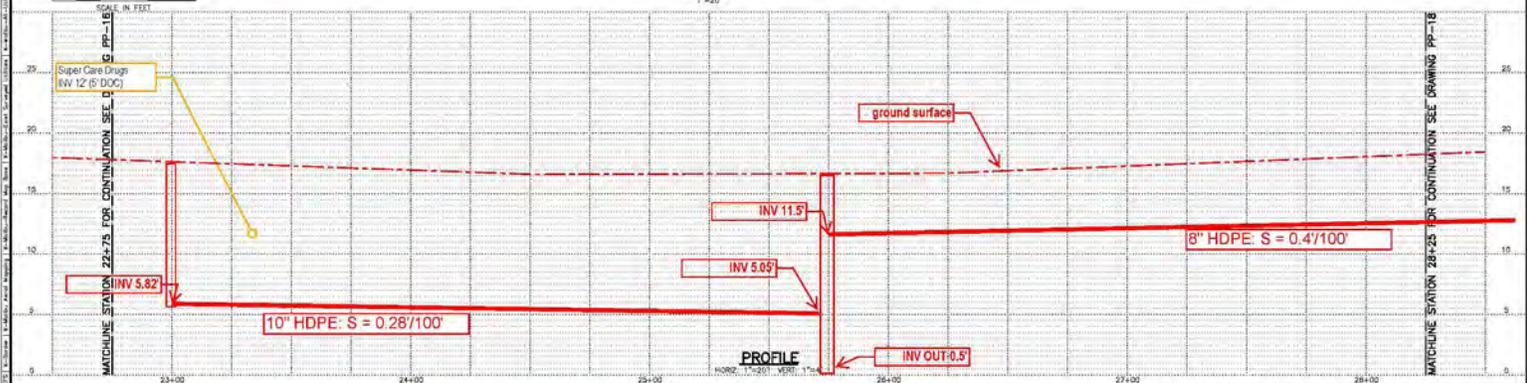
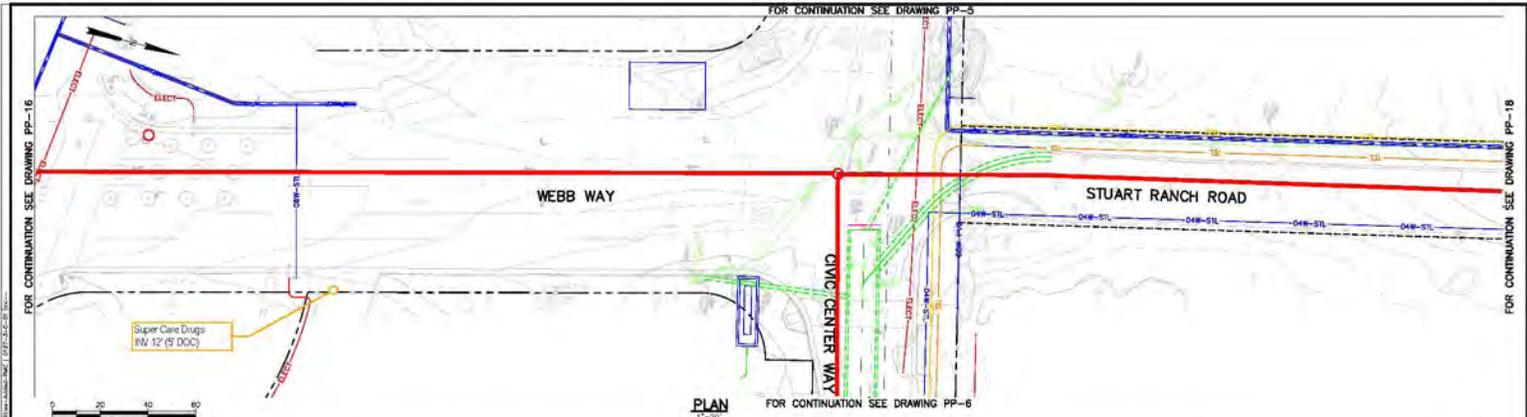


KEY MAP

CITY OF MALIBU PUBLIC WORKS DEPARTMENT	
CIVIC CENTER WASTEWATER TREATMENT FACILITY	
WEBB WAY - I	
APPROVED BY:	DATE:
AS SHOWN	XX-XX-13
ROBERT BRADY, P.E., JLS PUBLIC WORKS DIRECTOR/CITY ENGINEER	
DATE: 08/20/13	EXP. 12/31/2019
Plan No. PP-16	Sheet of XXX Sheets



NO.	REVISION	BY	CHKD	DATE



- CONSTRUCTION NOTES:
- 1
 - 2

CITY OF MALIBU
PUBLIC WORKS DEPARTMENT

CIVIC CENTER WASTEWATER TREATMENT FACILITY

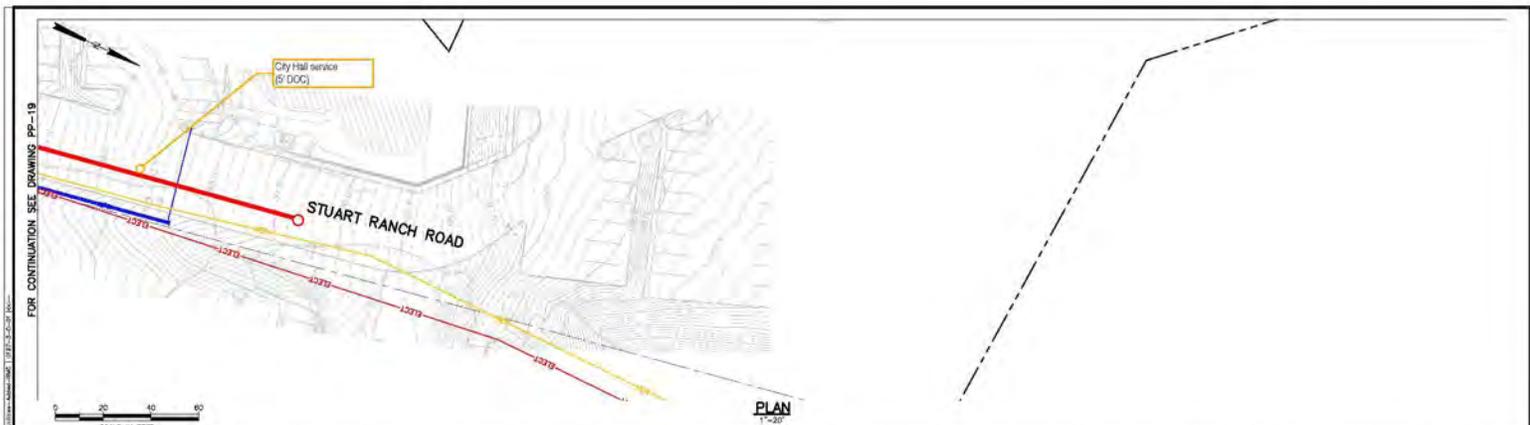
WEBB WAY - 2

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DESIGNER: [Name]	PROJECT NO: XXXX	PROJECT ENGINEER: ROBERT BRADON, P.E., JLS	DATE: 05/2013
CHECKER: [Name]	DATE: 06/2013	PUBLIC WORKS DIRECTOR/CITY ENGINEER: [Name]	DATE: 05/2013
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Plan No. PP-17 Sheet of XXX Sheets



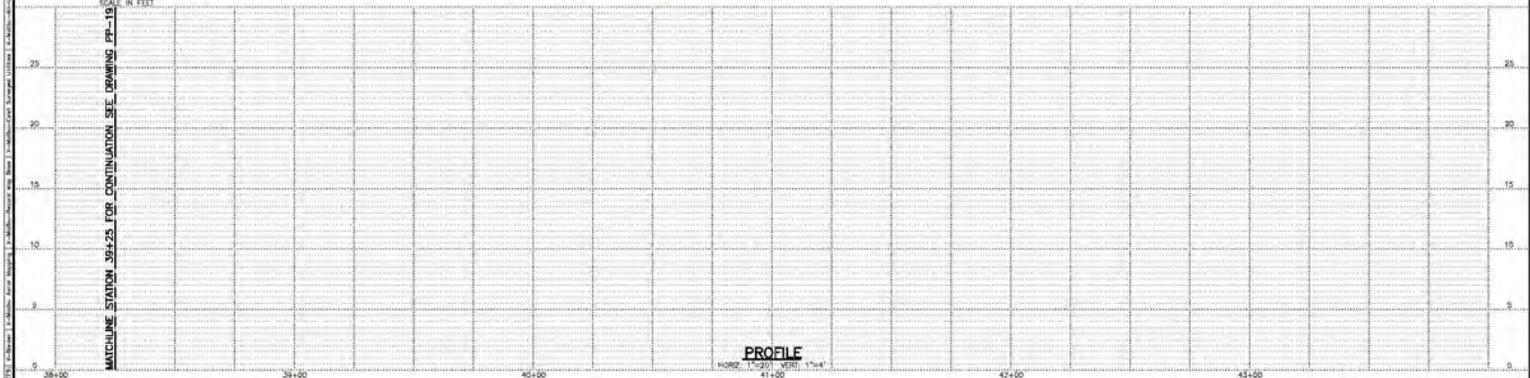
NO.	REVISION	BY	CHKD	DATE



FOR CONTINUATION SEE DRAWING PP-19



PLAN
1\"/>



MATCHLINE STATION 384+25 FOR CONTINUATION SEE DRAWING PP-19

PROFILE

CONSTRUCTION NOTES:

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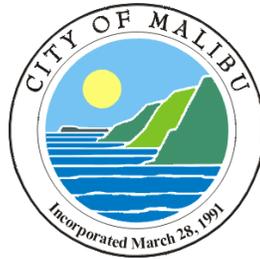
KEY MAP



NO.	REVISION	BY	CHKD	DATE

CITY OF MALIBU PUBLIC WORKS DEPARTMENT	
CIVIC CENTER WASTEWATER TREATMENT FACILITY	
STUART RANCH ROAD - 3	
DATE: 05/20/19 DRAWN BY: AS SHOWN CHECKED BY: XXXX DESIGNED BY: XXXX SCALE: AS SHOWN	APPROVED BY: ROBERT BRADY, P.E., J.E. PUBLIC WORKS DIRECTOR/CITY ENGINEER DATE: 05/20/19 EXP. DATE: 12/31/2019
PLANS PREPARED BY: RMC WATER AND ENVIRONMENT	PROGRESS S&I SOLUTIONS FOR THE PUBLIC'S ONLY
PLAN NO. PP-20 SHEET OF 000 SHEETS	DATE: 05/20/19

CITY OF MALIBU
PUBLIC WORKS DEPARTMENT



REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR PROFESSIONAL SERVICES RELATED TO THE
CIVIC CENTER WASTEWATER TREATMENT FACILITY PROJECT
JUNE 24, 2013

The Technical Qualifications Proposal and Cost Proposal must be submitted in separate envelopes clearly identified and marked:

“Request for Qualifications/Proposal
Civic Center Wastewater Treatment Facility Project
TECHNICAL QUALIFICATIONS”; and

“Request for Qualifications/Proposal
Civic Center Wastewater Treatment Facility Project
COST PROPOSAL”

All qualifications/proposals must be sealed and submitted on or before **4:00 p.m. on August 1, 2013**, to the following:

Rob DuBoux, Esq., PE.
Senior Civil Engineer
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

All questions regarding the Request for Qualifications/Proposals (RFQ/P) must be submitted in writing. Please send all questions regarding this Request for Qualifications/Proposal in writing via email to Rob DuBoux, Senior Civil Engineer, at rduboux@malibucity.org or fax to (310) 317-0950.

REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR PROFESSIONAL SERVICES RELATED TO THE
CIVIC CENTER WASTEWATER TREATMENT FACILITY PROJECT

1. Project Background and Description

The City of Malibu is currently in the process of designing a centralized wastewater treatment facility for the Civic Center area of Malibu. The project includes a wastewater treatment plant, a wastewater collection system, and a reclaimed water system. During the design phase, a Community Facilities District (CFD) was formed to finance the final design work. An Assessment District (AD) will be formed to finance the construction phase of the project as well as to fund the cost of the CFD so that it may be dissolved. The Assessment District will be a 1913 Act Assessment District.

2. Proposal Submittal Guidelines

The City is requiring all proposals submitted in response to this RFQ/P to follow a specific format. A cover letter shall guarantee that key personnel, or equally qualified replacements, will be committed to perform the required tasks throughout the duration of the contract. A cost schedule shall be included with the proposal submittal.

Five (5) copies of the technical qualifications proposals and two (2) copies of the cost proposals will be required with all copies having been signed by the company official with the power to bind the company in its proposal.

Proposals may be mailed or hand-carried to City Hall, but must be received no later than **4:00 p.m. on August 1, 2013**. Proposals may be withdrawn prior to the established date and time.

The City of Malibu does not recognize the U.S. Postal Service, or any other organization, as its agent for purposes of accepting proposals. All proposals received after the deadline will be rejected and returned unopened. No extensions will be granted.

All proposals will become the property of the City of Malibu and will be made available for public inspection after an award is made or all proposals are rejected.

3. Proposal Format

The proposal shall include the following:

a. Cover Letter/Executive Summary

Provide a cover letter/executive summary emphasizing the strong points of the project team, qualifications and experience. The cover letter/executive summary

shall be signed by a person with the official authority to bind the company. The cover letter/executive summary shall include the name, address, telephone number, title and signature of the firm's contact person for this proposal, and state that the submittal is valid for 120 days. The cover letter constitutes certification by Consultant, under penalty of perjury, that the Consultant complies with nondiscrimination requirements of the State and the Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.

b. Approach/Methodology

Please describe your understanding of the services to be performed. Please include a brief description of proposed approach and methodology required to complete the scope of services, including timelines, which would be used to complete the project. This section should demonstrate your firm's ability to conduct these services in a professional and efficient manner.

c. Experience and Qualification of Firm

This section shall explain the ability of the firm to satisfactorily perform the required work. Provide your firm's service capabilities, qualifications and experience related to this project. Please include in this section a list of similar services successfully accomplished within the last five (5) years. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.

d. Key Personnel

Please provide the names and qualifications of the key personnel assigned for this contract, including identification of any proposed subconsultant(s). The proposal shall include the education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" staff. Identify key personnel proposed to perform the work in the specific tasks, including major areas of subconsultant(s)' work.

e. References

Provide a list of references from the past and current clients within the last three (3) years.

f. Conflict of Interest

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

g. Cost Proposal

Two copies of the cost proposal shall be submitted in a separate sealed envelope, plainly labeled "Cost Proposal" with the name of the company and the project title. The cost proposal is considered a criteria once the final recommendation has been made, but is not the sole factor in the selection process. Upon the completion of the initial evaluations, the cost proposals will be opened, and negotiations will commence. The cost proposal shall contain the following:

- The cost proposal shall be submitted for the consultant services outlines in the scope of work. The basis of payment for the services provided under this agreement shall be maximum not-to-exceed cost. The cost proposal shall be identified for each phase of work.
- The proposal shall contain a breakdown of the anticipated costs by task. Indicate the number of staff hours and hourly rates. Include all materials and equipment costs that will be necessary in completing this project.

4. Selection Procedure

The following is an outline of the procedure the City will use in the selection process:

- a. A Selection Committee is formed comprising of City personnel and, if the City chooses, other agency personnel.
- b. The Selection Committee reviews and evaluates the proposals submitted by the prospective consultants.
- c. The Selection Committee determines which of the prospective consultants will be invited to the oral interview process.
- d. The Selection Committee evaluates and ranks the firms based on the oral interview and completeness of the proposal, and makes a final recommendation.
- e. Negotiations will take place with the primary firm on the final scope of work, contract, and proposal price.

5. Evaluation Criteria

The Selection Committee will evaluate, rate and rank the proposals based on the following criteria:

- **Technical Proposal (Total Points Possible = 60 pts.)**
 - a. Responsiveness to the terms, conditions, and items of performance. (5 pts.)
 - b. Presentation, completeness, and thoroughness of the proposal. (15 pts.)
 - c. Grasp of the scope and services to be performed. (15 pts.)
 - d. Qualifications and experience of key personnel. (10 pts.)
 - e. Firm's related experience and approach with this type of work. (15 pts.)

- **Oral Interview Presentation (Total Points Possible = 40 pts.)**
 - a. Overall quality of presentation and response to questions. (20 pts.)
 - b. Understanding scope of work. (10 pts.)
 - c. Understanding. (5 pts.)
 - d. Approach to performing work. (5 pts.)

- **Cost Proposal**

No cost proposals will be reviewed prior to the evaluation of the technical qualifications proposals and oral interviews. Once final recommendations have been made, negotiations on the final cost proposal will ensue. In the event no agreement can be reached on the price, the City reserves the right to begin negotiations with all eligible proposers.

The City reserves the right to reject any and all proposals.

6. Time Schedule

- | | |
|-----------------------------------|------------------------|
| • Solicit for Proposals | July 1, 2013 |
| • Proposal Deadline | August 1, 2013 |
| • Complete Review, Rank Proposals | August 16, 2013 |
| • Oral Interviews | TBD |
| • Negotiations | TBD |
| • Award of Contract | TBD |

The above dates are subject to change at the City's discretion.

7. Inquiries

All questions regarding the Request for Qualifications/Proposals (RFQ/P) must be submitted in writing. Please send all questions regarding this Request for Qualifications/Proposal in writing via email to Rob DuBoux, Senior Civil Engineer, at rduboux@malibucity.org or fax to (310) 317-0950 no later than July 25, 2013 4:00 p.m.

8. Proposed Scope of Work

SCOPE OF SERVICES:

The consulting firm or firms selected shall provide the required professional services for the formation of the Civic Center Wastewater Treatment Facility Project Assessment District. The work, in general, shall include but not be limited to the following:

Special Tax/Engineering Consulting Services

The "Consultant" shall assist the City of Malibu in the formation and issuance of bonds for an assessment district ("District") to finance the construction of the wastewater treatment facility project and the dissolution of Community Facility District 2012-1. The following tasks are included.

1. Boundary Map

The Consultant shall coordinate with Client and District representative(s) to determine the boundaries of the District. Consultant will prepare a District boundary map or assessment diagram, as applicable, using Assessor's Parcel maps or electronic base map data provided by Client. This task excludes field surveys and base map preparation.

2. Special Tax/Assessment Apportionment Methodology

The Consultant shall review the properties served and conduct a field survey as necessary to develop an equitable special tax/assessment apportionment methodology.

3. Special Tax/Assessment Lien and Financing Analysis

The Consultant shall estimate assessment liens and assessment installments. Consultant shall estimate bond term, issuance costs, capitalized interest, reserve funds as well as annual debt service and administrative expenses. *The Consultant shall cooperatively work with the project's design engineers to obtain costs.*

4. Report Preparation

The Consultant will act as "Engineer of Work" in conformance with the Municipal Improvement Act of 1913 and prepare the Preliminary and Final Engineer's Reports pursuant to the requirements of Section 10204 of the Streets and Highways Code and Proposition 218. The Consultant assumes that a petition pursuant to Section 2804 of the Streets and Highways Code will be submitted and the Majority Protest Act of 1931 will not apply. As required by law, the report shall contain the following:

- Construction plans and specifications describing the general nature, location, and extent of the improvements proposed to be installed or acquired;
- An estimate of the total costs, including construction, land, rights-of-way, easements, and incidental expenses in connection with the improvements;
- The Assessment Diagram;

- The proposed assessment of the total amount of the cost and expenses of the proposed improvements upon all parcels in the district in proportion to the benefits to be received by each parcel;
- The proposed maximum annual assessment to be levied on each parcel in the district to pay costs associated with the administration and collection of assessments, the administration or registration of any associated bonds or reserve or other related funds; and
- A description of the methodology and formula for apportioning the assessment. The apportionment methodology will assess parcels based only on the Special Benefit they receive from the improvements, as required by Proposition 218.

Consultant shall produce the Final Engineer's Report in connection with the confirmation of the assessments by the City Council. This report shall include confirmed costs in place of the estimated costs listed in the Preliminary Engineer's Report and make any revisions requested by the City Council.

5. District Formation

- **Public Notices and Ballot Protest Procedure:** Consultant will print and mail notices and assessment ballots. Consultant will rely upon bond counsel to prepare the notice and ballot text.
- **Ballot Tabulation:** Consultant will provide a spreadsheet to the City Clerk to tabulate the ballots submitted by property owners to determine whether majority protest exists within the District.
- **Cash Payment Notice:** After confirmation of the assessments by the City Council, Consultant will mail the notice of cash collection and prepare a paid and unpaid list and calculate the new amount to bond after the end of the thirty-day cash collection period.
- **Document Recording:** Consultant will record the Boundary Map, assessment roll and diagram, and Notice of Assessment with the County of Los Angeles Recorder's Office.

6. Issuance of Bonds

As necessary, Consultant will assist in the preparation, review, and comment on bond documents which may include the following:

- Official statement;
- Trust indenture; and
- Continuing disclosure agreement

7. Meetings/Conference Calls

Consultant shall conduct meetings and conference calls as required by the client and be present at all City Council meetings where actions to the formation of the assessment district have been agendized as requested by the client. Consultant shall also provide verbal assistance to the Client as necessary.

DELIVERABLE REQUIREMENTS:

Deliverables shall be accurate and complete and include all necessary documents required for the successful formation of the Assessment District. Deliverables shall include, but are not limited to, the following:

- Boundary Map
- Engineer's Report (Preliminary and Final)
- Assessment Rolls and diagrams
- Notices
- Ballots and tabulation documents
- Assessment Ballots
- Description of methodology and formation for apportioning the assessment
- Cost estimates

CITY OF MALIBU

DEPARTMENT OF PUBLIC WORKS
PROFESSIONAL SERVICES

REQUEST FOR PROPOSAL TERMS AND CONDITIONS

Contract Requirement - The Consultant to whom the contract is awarded shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the Consultant at the address given in the Proposal. The contract/agreement shall be made in the form adopted by the City and incorporated in these specifications. The Consultant warrants that he/she possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Contract Assignment - The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City of Malibu.

Non-Discrimination - In the performance of the terms of this contract, the Consultant agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person(s).

Communications Regarding Request for Proposals (RFP) - If a Consultant is in doubt as to the true meaning or intent of any part of the RFP, he/she may submit to the Public Works Director a written request for an interpretation or a correction thereof. Interpretation or corrections of the RFP shall be made only by addendum duly issued by the Public Works Director or the Deputy City Engineer, and a copy of such addendum will be mailed or delivered to each person receiving an RFP, and such addendum shall be considered a part of, and incorporated in, the RFP. All timely requests for information submitted in writing will receive a written response from the City. Telephone communication with City staff is not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City. The deadline for submitting request for information in regards to the RFP shall be July 25, 2013.

Modification or Withdrawal of Submittals - Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified proposal must be received by the time and date specified.

Property Rights - Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.

Confidentiality - Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as noneffective and will be disregarded.

Amendments to Request for Proposal - The City reserves the right to amend the Request for Proposal by addendum prior to the final proposal submittal date.

Payment Terms - The City's payment terms are 30 days from the receipt of an original invoice referencing the City's Purchase Order number and acceptance of the services.

Ownership of Reports and Data - The originals of all studies, reports, logs, exhibits, documents, data and/or other work/material(s) prepared and/or used to comply with any section/condition of these specifications, plus any copies of same required by the agreement to be furnished to the City and County, shall be deemed to be public records which shall be open to inspection by the public and, as such, shall become and remain the sole property of the City.

Contract Term - This contract will cover services per the contract. The cost proposed by Consultant must be valid for the entire period unless otherwise conditioned in the Proposal.

Non-Exclusive Contract - The City reserves the right to contract with other Engineering Professional Service firms during the contract term.

Insurance - The Consultant shall meet the following provisions (Sections 1 through 7) relating to insurance coverages.

1. General Conditions - Without limiting the Consultant's indemnification of the City and County, Consultant shall provide and maintain at its own expense the insurance listed under Section 7 (Evidence of Coverages) covering its operations, subject to the following conditions:
 - a) The City, its Boards, Officers, Agents, and Employees shall be included as additional insured in all liability insurance policies except for Workers' Compensation and Professional Errors and Omissions. The City shall be named Loss Payee as its interest may appear in all property insurance.
 - b) Such insurance shall be primary with respect to any insurance maintained by City and shall not call on City's insurance.
 - c) With respect to the interests of the City, the Consultant's insurance shall not be cancelled nor reduced in coverage or limits until after thirty (30) days written notice shall have been sent by certified mail (return receipt requested) to the

City of Malibu, Public Works Department, 23825 Stuart Ranch Road, Malibu, California 90265, and shall contain an unequivocal clause stating these terms.

d) A City approved endorsement or copy of insurance policies providing coverage shall be submitted to and approved by the Public Works Department prior to commencement of any work or tenancy.

2. Workers' Compensation - The Consultant shall procure and maintain during the life of the contract, workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project; and in case any of the work is sublet, the Consultant shall require all subconsultant(s) to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the Consultant.

By submitting a proposal pursuant to these specifications, Consultant hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code, which require every employer to be insured against liability for Workers' Compensation.

3. Aggregate Limits/Blanket Coverage - If any of the required insurance coverage's contain aggregate limits, or apply to other operations or tenancy of the Consultant outside these specifications, Consultant shall give City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against that insurance which may diminish the protection that such insurance affords the City. Consultant shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.
4. Modification of Coverage - The reserves the right at any time during the term of any contract executed with the Consultant pursuant to these specifications to change the amounts and types of insurance required hereunder by giving the Consultant ninety (90) days written notice. If such change should result in a premium increase in excess of ten (10%) percent to the Consultant, the City agrees to negotiate additional compensation proportional to the increased benefit to the City.
5. Failure to Procure Insurance - The Consultant's failure to procure or maintain the required insurance shall constitute a material breach of contract under which the City may immediately terminate the Agreement or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from the Consultant, or deduct all monies so paid from payment(s) due to the Consultant.
6. Underlying Insurance - The Consultant shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, consultants, agents, and subconsultant(s), if any, to protect the Consultant's and the

City's interests, and for ensuring that such persons comply with any applicable insurance statutes. The Consultant is encouraged to seek professional advice in this regard.

7. Evidence of Coverages - Evidence of coverages as checked below, having as a minimum the limits shown, must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

<u>Description</u>	<u>Limits</u>
<u>X</u> Workers' Compensation (X) Employer's Liability () Waiver of Subrogation	Statutory <u>\$250,000</u>
<u>X</u> General Liability (must be written on an Occurrence form) (X) Premises and Operations (X) Contractual Liability (X) Independent Consultants (X) Products/Completed Operations (X) Broad Form Property Damage (X) Personal Injury (X) Broad Form Liability Endorsement (X) Explosion Hazard (X) Collapse/Underground Hazard	<u>\$1,000,000</u>
<u>X</u> Automobile Liability (must be written on an Occurrence form) (X) Owned Automobiles (X) Nonowned/Hired Automobiles () Garage keeper's Legal Liability	<u>\$1,000,000</u>
<u>X</u> Professional Liability (Errors and Omissions) (to be in continuous force from date of award until one year after final acceptance of the project)	<u>\$500,000</u>

Non-commitment of Department - This Request for Proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interests of the City to do so.

Public Domain - All products used or developed in the execution of any contract resulting from this Request for Proposal will remain in the public domain at the completion of the contract.

Termination - The City reserves the right to terminate this agreement upon thirty (30) calendar days from written notice to the Consultant.

Processing Requirements - All reports/drawings are required to be submitted directly to and picked up from the City of Malibu, Public Works Department. All reports/drawings will be transmitted directly between the Consultant and the City. The Consultant is required to develop and furnish the City Engineer with a legible written report. If the Consultant fails to submit the required reports/drawings as set forth in this section, the City shall have the right to withhold payment, and/or terminate the agreement. Once the reports/drawings have been completed and/or reviewed, the professional engineering service consultant will be required to return them to the City for further processing and coordination with other Departments and Divisions.

Required Timeframes - The Consultant office hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, so that the Consultant will be available to City staff and design professionals.

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

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

Permit - A City Encroachment Permit is required by the Consultant to work within the public right-of-way and will be issued at no cost to the Consultant.

Assignment of Consultant Personnel - The Consultant shall have City's approval prior to changing the staff or subconsultants assigned to this project.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of _____, by and between the City of Malibu (hereinafter referred to as the "City"), and _____(hereinafter referred to as the "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating _____

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT’S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on _____, and will remain in effect for a period of three years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work’s fee and cost schedule. The cost of services shall not to exceed ____, per year. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Jim Thorsen
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 226
FAX (310) 456-2760

**TO
CONSULTANT:**

6.20 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

This Agreement is executed on this _____, at Malibu, California, and effective as of _____.

CITY OF MALIBU:

JIM THORSEN, City Manager

ATTEST:

LISA POPE, City Clerk
(seal)

CONSULTANT:

By:

APPROVED AS TO FORM:

CHRISTI HOGIN, City Attorney