

## REPORT TO CITY COUNCIL

**DATE: JUNE 13, 2012**

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

**FROM: GREG RAMIREZ, CITY MANAGER**

**BY: RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER**

**SUBJECT: APPROVE AWARD OF A CONSULTANT SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR THE ROADSIDE DRIVE BRIDGE WIDENING PROJECT**

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On September 27, 2011, the City Council authorized staff to solicit proposals for professional engineering services related to the Roadside Drive Bridge Widening Project. The services being provided include preliminary engineering, completion of the environmental documents, right-of-way and utility coordination, final design plans, specifications, and estimates (PS&E), and construction engineering services.

On May 17, 2012, the City received proposals from three (3) prospective firms: Kimley-Horn and Associates, Inc., MNS Engineering, Inc., and Willdan Engineering. Staff reviewed and evaluated the proposals, and unanimously determined that Willdan Engineering was the most experienced and qualified for this project. Willdan Engineering previously worked for the city on the U.S.101/Kanan Road Interchange Project, and currently provides consulting services related to the City's water quality and geographic information system (GIS) programs.

Due to the narrowness of the two-lane bridge in comparison to the width of Roadside Drive, the bridge deck was classified as functionally obsolete, and was therefore eligible to receive funds under the Highway Bridge Program (HBP). In addition, toll credits are permitted to be used as the non-federal matching share to ensure this project is fully funded for both design and construction. As with all California Department of Transportation (Caltrans) projects, a notice to proceed must be received before each phase of work can begin. Taking this into account, the cost proposals submitted by the engineering firms were broken out by phases. Phase I of the project encompasses the preliminary engineering and the necessary environmental documents. Phase II of the project represents the right-of-way and utility coordination, while Phase III includes all tasks related to the PS&E. The cost proposals were as follows:

	<b>Phase I</b>	<b>Phase II</b>	<b>Phase III</b>	<b>Total</b>
Willdan Engineering	\$136,961.00	\$57,529.00	\$207,846.00	\$402,339.00
MNS Engineers, Inc.	\$134,573.00	\$76,808.00	\$185,035.00	\$396,416.00
Kimley-Horn & Assoc.	\$150,047.00	\$230.00	\$63,327.00	\$213,603.00

It should be noted the costs for the second and third phases listed above are based on each firm's assumption of what work will be needed to complete the project. The actual tasks and cost estimates won't be determined until the preliminary engineering and environmental reviews

(Phase I) have been completed. In addition, Willdan Engineering and MNS Engineers, Inc's., fee proposals include bid and construction support in the amounts of \$14,600.00 and \$14,437.00 respectively. Two of the cost proposals for preliminary engineering came in less than the \$150,000 obligated for this phase by the State and Federal Highway Administration (FHWA) on July 21, 2011. If approved, Willdan Engineering is prepared to begin immediately, with the current project schedule showing all three phases of work to be completed by December 2014.

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

## **RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Approve the consultant services agreement with Willdan Engineering.
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Consultatant Services Agreement

AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Willdan Engineering

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Roxanne Hughes

CONSULTANT'S ADDRESS: 374 Poli Street, #101  
Ventura, CA 93001-2605

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

PREPARED BY: Kelly Fisher

COMMENCEMENT DATE: June 13, 2012

TERMINATION DATE: Upon Completion of the Roadside  
Drive Bridge Widening Project

CONSIDERATION: Contract Price  
Not to Exceed: \$402,339.00

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

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF AGOURA HILLS AND WILLDAN  
ENGINEERING**

**THIS AGREEMENT** is made and effective as of June 13, 2012, between the City of Agoura Hills, a municipal corporation ("City") and Willdan Engineering ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on June 13, 2012, and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

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

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

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

5. **PAYMENT.**

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed \$402,339.00 ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

**6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

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

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

**7. DEFAULT OF CONSULTANT**

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

B. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time,

the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**8. OWNERSHIP OF DOCUMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **11. INDEPENDENT CONTRACTOR**

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

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



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

**13. RELEASE OF INFORMATION**

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

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

To City:

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

To Consultant: Willdan Engineering  
374 Poli Street, #101  
Ventura, CA 93001-2605  
Attention: Roxanne Hughes

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

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

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

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

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

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

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

**CITY OF AGOURA HILLS**

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John M. Edelston  
Mayor

ATTEST:

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Kimberly M. Rodrigues, MMC  
City Clerk

APPROVED AS TO FORM:

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Craig A. Steele,  
City Attorney

Willdan Engineering  
374 Poli Street, #101  
Ventura, CA 93001-2605  
Attention: Roxanne Hughes  
805-653-6597  
805-643-0791 (fax)

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

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

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

## EXHIBIT A

### TASKS TO BE PERFORMED

#### I. Preliminary Design – “Summary Letter Report”

- A. Attend kick-off meeting at the City to discuss roles of team personnel, schedule, critical activities, constraints, interface with the public, and specific design issues.
- B. The Consultant shall account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- C. The Consultant shall analyze existing site characteristics, including but not limited to, landform, drainage patterns, soil characteristics, vegetation, utilities, environmental considerations and existing uses, auto and pedestrian circulation patterns and relationships to adjoining properties, easements, City adopted plans, policies, and initiatives. Prepare written and graphic report of these findings.
- D. The Consultant shall perform land survey to identify all property lines, easements, utilities and other improvements, and drainage patterns.
- E. The Consultant shall provide a complete survey of the project area, establishing horizontal and vertical control for the project. All survey shall be based upon existing benchmarks, provided by the City and/or County of Los Angeles. Mapping shall include topographic features within 50 feet of project area.
- F. The Consultant shall prepare alternatives and comparative analysis as necessary including construction cost, construction time, environmental impacts, and right-of-way costs for each alternative.
- G. The Consultant shall conduct geotechnical investigations based upon field borings upstream, downstream, and at proposed abutments. Report shall address required depth of abutments to competent bearing soils (or required depth of pilings), allowable bearing pressure, extent of soil removals, and adequacy of soil for the proposed construction. Report shall also address scour potential and recommendations for scour protection.
- H. The Consultant shall identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- I. The Consultant shall prepare all documents and conduct special studies/ reports according to the provisions of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Consultant fee estimates at this time shall be based on anticipated Mitigated Negative Declaration. Provide standard hourly rates for supplemental environmental work that may be required.
- J. The Consultant shall prepare PES Form and Conduct Field Review.

- K. The Consultant shall determine the scope of initial studies after consultation with the environmental review agencies. Based on those initial studies, establish consensus between all environmental reviewers for CEQA and NEPA review as to the appropriate environmental documents needed for this project.
- L. The Consultant shall obtain all necessary NEPA and CEQA Environmental Certifications. City will pay all permitting and filing fees.

## **II. Right of Way and Utility Relocations**

- A. The Consultant shall prepare legal descriptions, plats, and deeds for Right of Way acquisitions (if needed).
- B. The Consultant shall provide engineering support and Right of Way services to provide for full compliance with the requirements of Caltrans Local Assistance Procedures Manual and Right of Way Manual for acquisition of right-of-way and utility relocations (if needed).
- C. The Consultant shall coordinate utility relocation plans as needed.
- D. The Consultant shall complete Caltrans right-of-way and utility relocation standard forms and obtain Caltrans right-of-way certifications.

## **III. Final Design – Plans, Specifications and Estimates**

- A. The Consultant shall design the widening of the Roadside Drive Bridge, and installation of approximately 325 feet of additional sidewalk extending from the west side of the bridge to the Roadside Lumber driveway, based on the City reviewed “Summary Letter Report”.
- B. The Consultant shall prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, and Utility Plans.
- C. The Consultant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) for use during construction of the project. The SWPPP shall comply with MS4 permit and General Construction permit requirements appropriate for the project.
- D. Submittal of plan set shall be delivered at 50% and 90% complete and final. The Consultant shall submit five (5) sets per submittal. All original sheets shall be stamped by a professional engineer. Sheet size shall be 24” x 36”. When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
- E. The Consultant shall prepare construction specifications consistent with City format.

- F. The bridge design shall be in accordance with the latest California Amendments of AASHTO LRFD Design Specifications Manual and other Caltrans bridge design standards.
- G. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- H. The Consultant shall prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
- I. Submittal of the engineer's construction cost estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

**IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

- A. The Consultant shall meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of "Summary Letter Report", and progress meetings at 90% design completion.
- B. The Consultant shall provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

# EXHIBIT B

## PAYMENT RATES AND SCHEDULE

Phase I - Preliminary Design - "Summary Letter Report"  
 Fee Proposal  
 City of Agoura Hills  
 Roadside Drive Bridge Widening Project

TASK DESCRIPTION	Principal Engineer \$200	Director & Deputy Dir. Of Eng. \$180	Engr. Eng. & Planning \$160	Project Manager \$160	Supervising Engineer \$160	Design Mgr. Associate Engineer \$135	Senior Designer \$130	Senior Design Engineer \$125	Drafting II \$100	Drafting I \$95	Word Processing \$85	Subcontractor			Total Hours	Expenses	Total Fee
												UltraSystems	Wilden, Cootech, Engr.	Magaw, Engr. & Survey			
<b>Task 1 Project Management and Coordination</b>																	
1.1 Project Management and Coordination																	
1.1.1 Project Coordination Meetings/Updates (Monthly)				24							20				44		\$6,020
1.1.2 Project Work Plan				4							2				6		\$850
1.1.3 Project Schedule				10											10		\$1,800
1.1.4 Kick-off Meeting (Prep and Meeting)		4		4	4										12		\$2,080
1.1.5 Site Review Meeting		4		2	4										10		\$1,720
1.1.6 Document Review		1		8											9		\$1,620
1.2 Contract Administration (Monthly Admin)				10	2						10				20		\$2,650
1.3 Quality Control and Documentation	8	2		10	2										22		\$4,080
<b>TOTAL</b>	<b>8</b>	<b>11</b>		<b>72</b>	<b>10</b>						<b>32</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>133</b>	<b>\$ -</b>	<b>\$ 20,860</b>
<b>Task 2 Environmental and Land Use Permitting and Compliance</b>																	
<b>2.1 CEQA Documentation</b>																	
2.1.1 Project Description			5												5		\$750
2.1.2 Administrative Draft Initial Study			27												27		\$4,050
2.1.3 Public Draft Initial Study and Notice of Intent			26												26		\$3,900
2.1.4 Public Participation/Public Hearings			8												8		\$1,200
2.1.5 Prepare Responses to Comment			10												10		\$1,500
2.1.6 Mitigation Monitoring Plan			10												10		\$1,500
Printing/Reproduction/Transmittals																\$ 1,227	\$1,227
<b>2.2 NEPA Documentation</b>																	
2.2.1 NEPA Documentation Management/Coordination			8												8		\$1,200
2.2.2 Preliminary Environmental Study (PES) Form			29												29		\$4,350
2.2.3 Final Preliminary Environmental Study (PES) Form			6												6		\$900
APE Exhibit (UltraSystems)												\$ 1,100					\$1,100
<b>2.3 Technical Studies</b>																	
2.3.1 Natural Environmental Study (NES) Report											\$ 11,000						\$11,000
2.3.2 Wetlands/Jurisdictional Waters Delineation		2					12				\$ 11,000				14		\$12,920
<b>2.4 Project Permitting</b>																	
2.4.1 Section 404 Permit (U.S. Army Corps of Engineers)											\$ 3,000						\$3,000
2.4.2 Section 401 Water Quality Certification (RWQCB)											\$ 3,000						\$3,000
2.4.3 Streambed Alteration Agreement (CDFG)											\$ 4,000						\$4,000
<b>TOTAL</b>	<b>2</b>	<b>129</b>					<b>12</b>				<b>\$ 33,100</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>143</b>	<b>\$ 1,227</b>	<b>\$ 55,937</b>
<b>Task 3 Survey</b>																	
3.1 Aerial Mapping															\$ 13,699		\$13,699
3.2 Ground Surveys															\$ 6,850		\$6,850
<b>TOTAL</b>															<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,549</b>
<b>Preliminary Design - Summary Letter Report</b>																	
4.1 Preliminary Geotechnical Report					8	20	60						\$ 10,565		88		\$11,780
5.1 Preliminary Bridge Plans (30%)																	
<b>6 Preliminary Roadway &amp; Drainage Plans (30%)</b>																	
6.1 Floodplain Evaluation Report		2					12								14		\$1,920
6.2 404/401/1602 Permitting Support		5					6		8						19		\$2,490
6.3 Hydraulic Engineering (Drainage/SUSMP Report Draft and Final)		2					6		4						12		\$1,540
6.4 Hydraulic Calculations Roadway Drainage Hydraulics		2					6		4						12		\$1,540
6.5 Drainage/SUSMP Report Outline		2					4								6		\$860
7.1 Preliminary Roadway Plans (30%)		4					6	10	8						28		\$3,550
8.1 Preliminary Traffic Control Plans (30%)		2								8					10		\$1,120
9.1 Preliminary Construction and Design Cost Estimates		2			2	12	12								28		\$3,860
9.2 Preliminary Environmental Study (PES) Form & Summary Letter				4											4		\$720
<b>TOTAL</b>	<b>21</b>	<b>4</b>	<b>10</b>	<b>32</b>	<b>112</b>	<b>10</b>	<b>24</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>\$ -</b>	<b>\$ 10,565</b>	<b>\$ -</b>	<b>\$ -</b>	<b>221</b>	<b>\$ -</b>	<b>\$ 39,955</b>
<b>TOTAL OF PROJECT PHASE I</b>	<b>8</b>	<b>34</b>	<b>129</b>	<b>76</b>	<b>20</b>	<b>32</b>	<b>124</b>	<b>10</b>	<b>24</b>	<b>8</b>	<b>32</b>	<b>\$ 33,100</b>	<b>\$ 10,565</b>	<b>\$ 20,549</b>	<b>497</b>	<b>\$ 1,227</b>	<b>\$ 136,961</b>

**Phase II - Right-of-Way and Utility Locations  
Fee Proposal  
City of Agoura Hills  
Roadside Drive Bridge Widening Project**

TASK DESCRIPTION	Project Manager \$180	Utility Manager \$185	Subconsultant		Total Hours	Expenses	Total Fee
			Wagner Engr. & Survey	Hamner Jewell & Associates			
<b>Task 1 Project Management</b>							
1.1 Project Coordination Meetings/Updates (Monthly)	4				4		\$720
1.2 Contract Administration (Monthly Admin)	8				8		\$1,440
1.3 Quality Control and Documentation	6				6		\$1,080
<b>TOTAL</b>	<b>18</b>		\$ -	\$ -	<b>18</b>	\$ -	<b>\$ 3,240</b>
<b>Task 2 Right-of-Way Engineering and Services</b>							
2.1 Right-of-Way Base Mapping			\$ 6,850				
2.2 Right-of-Way and Utility Relocation Phase			\$ 3,424				
2.3 Preliminary Title Reports, with Electronic Document Links				\$ 2,115		1000	\$3,115
2.4 Planning Stage Property Owner Outreach and Team Coordination				\$ 3,231			\$3,231
2.5 Caltrans R/W Data Sheet				\$ 1,385			\$1,385
2.6 Analysis of Prior Rights – Utility Coordination				\$ 2,308			\$2,308
2.7 Appraisals				\$ 7,615			\$7,615
2.8 Appraisal Reviews				\$ 1,904			\$1,904
2.9 LA County Flood Control Coordination				\$ 4,096			\$4,096
2.10 Offers/Negotiations/Acquisitions				\$ 10,385			\$10,385
2.11 R/W Certification				\$ 781			\$781
<b>TOTAL</b>			\$ 10,274	\$ 33,819		\$ 1,000	\$ 34,819
<b>Task 3 Utility Relocation and Certification</b>							
3.1. Utilities and Utility Relocations		63			63		\$10,395
3.4 Utility Certification		55			55		\$9,075
<b>TOTAL</b>		<b>118</b>	\$ -	\$ -	<b>118</b>	\$ -	<b>\$ 19,470</b>
<b>TOTAL OF PROJECT PHASE III</b>	<b>18</b>	<b>118</b>	<b>\$ 10,274</b>	<b>\$ 33,819</b>	<b>136</b>	<b>\$ 1,000</b>	<b>\$ 57,529</b>

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**Willdan Engineering Schedule of Hourly Rates Effective July 1, 2012 to June 30, 2013**

<b>ENGINEERING</b>	
Principal Engineer .....	\$200.00
Director .....	180.00
Deputy Director .....	180.00
Principal Project Manager .....	180.00
City Engineer .....	180.00
Project Manager .....	180.00
Program Manager .....	180.00
Supervising Engineer .....	160.00
Senior Engineer .....	145.00
Senior Design Manager .....	145.00
Design Manager .....	135.00
Associate Engineer .....	135.00
Senior Designer .....	130.00
Senior Design Engineer II .....	130.00
Senior Design Engineer I .....	125.00
Designer II .....	120.00
Designer I .....	115.00
Design Engineer II .....	120.00
Design Engineer I .....	115.00
Senior Drafter .....	110.00
Drafter II .....	100.00
Drafter I .....	95.00
Technical Aide .....	85.00

<b>CONSTRUCTION MANAGEMENT</b>	
Director .....	180.00
Deputy Director .....	180.00
Project Manager .....	180.00
Senior Construction Manager .....	155.00
Construction Manager .....	145.00
Assistant Construction Manager .....	120.00
Utility Coordinator .....	125.00
Labor Compliance Manager .....	120.00
Labor Compliance Specialist .....	95.00

<b>INSPECTION SERVICES</b>	
Supervising Public Works Observer .....	120.00
Senior Public Works Observer .....	110.00
Public Works Observer .....	**100.00/110.00
Assistant Public Works Observer .....	**100.00/110.00

<b>SURVEYING</b>	
Principal Project Manager .....	180.00
Supervisor - Survey & Mapping .....	155.00
Senior Survey Analyst .....	130.00
Certified Party Chief .....	130.00
Senior Calculator .....	120.00
Calculator II .....	110.00
Calculator I .....	100.00
Survey Analyst II .....	115.00
Survey Analyst I .....	100.00
Survey Party Chief .....	115.00
Field Party (One) .....	180.00
Field Party (Two) .....	235.00
Field Party (Three) .....	295.00

<b>LANDSCAPE ARCHITECTURE</b>	
Principal Project Manager .....	180.00
Principal Landscape Architect .....	150.00
Senior Landscape Architect .....	125.00
Associate Landscape Architect .....	115.00
Assistant Landscape Architect .....	100.00

<b>BUILDING AND SAFETY</b>	
Director .....	180.00
Deputy Director .....	180.00
Principal Project Manager .....	180.00
Supervising Plan Check Engineer .....	150.00
Building Official .....	150.00
Plan Check Engineer .....	140.00
Deputy Building Official .....	140.00
Inspector of Record .....	140.00
Senior Plans Examiner .....	125.00
Supervising Building Inspector .....	125.00
Plans Examiner .....	115.00
Senior Building Inspector .....	115.00
Supervisor Code Enforcement .....	115.00
Building Inspector .....	**105.00/110.00
Supervising Construction Permit Specialist .....	105.00
Senior Construction Permit Specialist .....	100.00
Senior Code Enforcement Officer .....	95.00
Assistant Building Inspector .....	**95.00/110.00
Code Enforcement Officer .....	80.00
Construction Permit Specialist .....	80.00
Assistant Construction Permit Specialist .....	85.00
Plans Examiner Aide .....	75.00
Assistant Code Enforcement Officer .....	70.00

<b>PLANNING</b>	
Director .....	180.00
Deputy Director .....	180.00
Principal Planner .....	150.00
Principal Community Development Planner .....	150.00
Senior Planner .....	130.00
Senior Community Development Planner .....	130.00
Associate Planner .....	115.00
Associate Community Development Planner .....	115.00
Assistant Community Development Planner .....	105.00
Assistant Planner .....	105.00
Planning Technician .....	85.00
Community Development Technician .....	85.00

<b>ADMINISTRATIVE</b>	
Computer Data Entry .....	65.00
Clerical .....	65.00
Word Processing .....	65.00
Personal Computer Time .....	30.00

Additional billing classifications may be added to above listing during the year as new positions are created.

The schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus 15 percent. A subconsultant management fee of 15 percent will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination.

Mileage reimbursement will be charged at current federal guideline rate at the time of billing. Vehicles will be charged at monthly rate of \$500. Consultation in connection with litigation and court appearances will be quoted separately.

Valid July 1, 2012 thru June 30, 2013, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County area, but not more than 5 percent per year.

\*\* Prevailing Wage Project, Use S110.

