



**REQUEST FOR QUALIFICATIONS/ PROPOSALS**  
**FOR ENGINEERING DESIGN SERVICES RELATED TO THE**  
**U.S.101/PALO COMADO CANYON ROAD INTERCHANGE PROJECT**

Thank you for your interest in providing professional engineering design services for the City's U.S.101/Palo Comado Canyon Road Interchange Project.

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

"Request for Proposal  
U.S.101/Palo Comado Canyon Road Interchange Project  
TECHNICAL QUALIFICATIONS/ PROPOSAL"; and

"Request for Proposal  
U.S.101/Palo Comado Canyon Road Interchange Project  
COST PROPOSAL".

All proposals must be sealed and submitted on or before **2:00pm on Thursday, March 21, 2013**, to the following:

Ms. Kimberly Rodrigues  
City Clerk  
City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301

All questions regarding the RFP must be submitted in writing. Please send all questions regarding this Request for Proposals in writing via email to Mr. Kelly Fisher, Public Works Project Manager, at [kfisher@ci.agoura-hills.ca.us](mailto:kfisher@ci.agoura-hills.ca.us) or fax to (818) 597-7352.

## I. PROPOSAL PACKAGE

### Project Background & Description

The City of Agoura Hills (City) is seeking proposals for professional engineering design services for the preparation of final plans, specifications and estimates. The project includes the widening of the Palo Comado Canyon Road Overcrossing (PM 33.0/34.4) from one lane to two lanes in each direction with median turn lane, sidewalks and modification of the ramps in order to improve traffic circulation, safety, and bicycle/pedestrian access. The improvements are further delineated in the City's approved Project Study Report and Project Report.

The need for this project was first identified by the City's 1992 General Plan, and carried forth to the 2010 General Plan Update. The Plan's Circulation Element discusses the need for widening of the US 101/Palo Comado Canyon Road Overcrossing due to congested freeway access and poor circulation.

In addition, State legislation known as the "Complete Streets Act" requires public roadway infrastructure like this to be designed and constructed with multi-modal intent. Therefore, adequate facilities for pedestrians and bicyclists is a primary component of the final design.

The US 101/Palo Comado Canyon Road Overcrossing structure was built in 1963. It provides one 12-foot lane and 4-foot shoulder in each direction. A 5-foot sidewalk is provided on the west side of the overcrossing. The minimum vertical clearance is 15.1 feet, which is located in the northeast corner of the structure over the northbound US 101 number four lane. The interchange is configured with tight diamond ramps on the northbound side and hook ramps on the southbound side located on the Southwest quadrant of the interchange.

The interchange does not currently have any signalized intersections. Palo Comado Canyon Road is a free-flowing street from Agoura Road in the south to Driver Avenue in the north, where the intersection is four-way stop controlled. The Chesebro Road/Palo Comado Canyon Road Intersection and Dorothy Drive/Palo Comado Canyon Road Intersection, both south of the freeway, and the US 101 northbound off-ramp intersection with Palo Comado Canyon Road, are all two-way stop-controlled. The intersection of Dorothy Drive/Chesebro Road is four-way stop-controlled.

A Project Report was approved by Caltrans in October 2012 for this interchange. The project is to be funded by Measure R funds. The work should begin immediately upon City Council approval of the Professional Services Agreement with the selected consultant. It should be noted that there will be no State or Federal funds used for the consulting services, and therefore, there are no DBE goals or Pre-Award audits necessary for the consultant. However, the City of Agoura Hills strongly encourages DBE participation and it is the policy of the City of Agoura Hills to ensure that DBE's have an equal opportunity to receive and participate in.

## Pre-Proposal Meeting

A mandatory pre-proposal meeting shall be required for all interested engineering firms. A brief presentation on the project, including background and project expectations, shall be provided. **Please note that the pre-proposal meeting is mandatory and any interested firms that do not attend will not be able to submit a proposal.** The City shall disseminate available street improvement plans, centerline ties and other pertinent information to all interested firms. Firms are also encouraged to solicit questions during the meeting.

**The Pre-Proposal Meeting is scheduled for Thursday, March 7, 2013, 10:00 AM in City Hall, 30001 Ladyface Court, Agoura Hills, California.**

## Proposal Submittal Guidelines

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 fee schedule shall be included with the proposal submittal.

Five (5) copies of both the technical qualifications proposals and 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. To be considered, all proposals shall be completely responsive to the RFP. "Completely responsive" is hereby defined as meeting all requirements as outlined in Section II – *"Proposal Requirements."*

Refer to page one of this RFP on submitting proposal packages.

Proposals may be mailed or hand-carried to City Hall, but must be received no later than **2:00pm, Thursday, March 21, 2013.** Proposals may be withdrawn prior to the established date and time.

The City of Agoura Hills 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 Agoura Hills and will be made available for public inspection after an award is made or all proposals are rejected.

## Rejections

All proposals will be reviewed to determine conformance with the RFP requirements. Any proposal that the City deems incomplete, conditional, or non-responsive to the requirements of the RFP may be rejected. The City reserves the right to reject any and all proposals as well.

## Selection Procedure

The following is an outline of the procedures 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.

## Evaluation Criteria

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

- **Technical Proposal Evaluation (Total Points Possible = 60 pts.)**
  1. Responsiveness to the terms, conditions, and items of performance. (5 pts.)
  2. Presentation, completeness, and thoroughness of the proposal. (15 pts.)
  3. Grasp of the scope and services to be performed. (15 pts.)
  4. Innovative design alternatives. (5 pts.)
  5. Qualification and experience of key personnel. (10 pts.)
  6. Firm's related experience and approach with this type of work. (10 pts.)
- **Oral Interview Presentations (Total Points Possible = 40 pts.)**
  1. Overall quality of presentation and response to questions. (20 pts.)
  2. Understanding scope of work. (10 pts.)
  3. Understanding of Caltrans process. (5 pts.)
  4. Approach to performing work. (5 pts.)
- **Fee Proposal**

No cost proposals will be reviewed prior to the evaluation of the technical qualifications proposals and oral interviews. Once final recommendation has been made, negotiations on price will ensue. In the event no

agreement can be reached on price, the City reserves the right to begin negotiations with all eligible proposers.

Time Schedule for RFP \*

- |   |                          |
|---|--------------------------|
| 1. Solicit for proposals  | <b>February 11, 2013</b> |
| 2. Pre-Proposal Meeting   | <b>March 7, 2013</b>     |
| 3. Proposal Deadline  | <b>March 21, 2013</b>    |
| 4. Complete Review, Rank Proposals,<br>Determine Preferred Consultant | <b>March 29, 2013</b>    |
| 5. Oral Interviews  | <b>April 9, 2013</b>     |
| 6. Negotiations   | <b>April 11, 2013</b>    |
| 7. Award Contract   | <b>April 24, 2013</b>    |

\* Dates are subject to change at City's discretion.

Inquiries

All questions regarding the RFP must be submitted in writing. Please send all questions via email to Mr. Kelly Fisher, Public Works Project Manager, at [kfisher@ci.agoura-hills.ca.us](mailto:kfisher@ci.agoura-hills.ca.us) or fax to (818) 597-7352 no later than 5:00p.m., March 13, 2013. Firms planning to submit proposals should register with Kelly Fisher as soon as possible to receive project information updates.

## II. PROPOSAL REQUIREMENTS

The proposal shall include the following:

1. **Understanding Scope of Services** – Please describe your understanding of the services to be performed and/ or the product to be provided.
2. **Methodology and work plan** – Please provide a brief description of the proposed work program and techniques to complete the scope of services. The work program should demonstrate your firm's ability to conduct these services in a professional and efficient manner.
3. **Experience and Qualification of Firm** – Please list similar services successfully accomplished within the last three (3) years.
4. **Key Personnel** – Please provide the names and qualifications of the key personnel assigned for this contract, including identification of any proposed subconsultant(s).
5. **References** – Provide a list of references from the past and current clients within the last three (3) years.
6. **Fee Proposal** – The fee proposal is considered a criteria once the final recommendation has been made, but is not the sole factor in the selection process. The Consultant's cost proposal shall contain the following:
  - The fee proposal shall be submitted for the consultant services outlined in the scope of work. The basis of payment for the services provided under this agreement shall be maximum not-to-exceed fee. The fee proposal shall be identified for each phase of work.
  - The consultant shall submit 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.

The technical qualification and cost proposals shall be transmitted with a cover letter that must be signed by an official authorized to bind the Consultant contractually, and shall contain a statement that the proposals are firm for a 90-day period. The letter accompanying the technical qualification proposal shall also provide the following: name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the Consultant. The cover letter constitutes certification by Consultant, under penalty of perjury, that the Consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the Consultant may be rejected.

See *“Proposed Scope of Services”* section of the RFP for a detailed description of each service.

The *“Proposed Scope of Services”* section of the RFP and successful firm’s work plan will be included as Exhibit “A” and the Fee Proposal included as Exhibit “B” to the City’s Professional Services Agreement (Attachment A).

### **III. CONTRACT TERMS**

#### **Professional Services Agreement**

No agreement shall be binding upon the City until a Professional Services Agreement is completely executed by the Consultant, City Council, and approved by the City Attorney. Failure to execute and return the contract agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the contract offer. A copy of the Professional Services Agreement is attached as Attachment A. Potential consultants are expected to read sign City standard consultant agreement without modifications.

#### **Minimum Insurance Requirements**

The Consultant shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultants, its agent, representatives, employees, or subcontractors. Consultants shall also require all of its sub-consultants and/or subcontractors assigned to the project to procure and maintain the same insurance requirement for the duration of the Agreement. Specific insurance requirements are outlined in the Professional Services Agreement (attached hereon as Attachment A).

#### **Conflict of Interest**

It shall be the duty of the Consultant to comply with all applicable State and Federal laws relating to prohibited conflicts of interest. As part of its response to this RFP, the Consultant shall disclose in writing any financial, business, employment or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve (12) calendar months immediately preceding, and including, the date the Consultant's response to the RFP is filed. In addition, the Consultant shall disclose in writing any financial, business, employment or other relationships with any contractor or engineer who may have a financial interest in securing design and/or construction contracts for the project. The Consultant shall have a continuing obligation to keep the foregoing disclosures current and up-to-date during the term of this contract, and the Contractor's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract.

#### **Permits and Local Licenses**

The Consultant shall obtain and pay for a business registration as necessitated for doing work within the City of Agoura Hills. Valid licensure shall be in place for the life of the contract as stipulated in the executed Professional Services Agreement.



#### **IV. PROPOSED SCOPE OF SERVICES**

##### **I. Project Management, Deliverables, and Meetings**

- 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.** Project Development Team (PDT) meetings with City and Caltrans shall be held as needed to discuss policy, procedural, and freeway-specific issues.
- C.** Consultant's project manager shall attend meetings with City staff after each design submittal to review comments provided by the City and Caltrans
- D.** Right-of-Way Coordination meetings shall be held before starting work between Consultant, City, and the Chief of Caltrans District 7 R/W Engineering. Thereafter, progress meetings shall take place as needed between Consultant, City, and Chief of Caltrans District 7 R/W Engineering at District 7 Headquarters. An emergency meeting may be called at any time to address pressing issues.
- E.** Consultant shall be responsible for preparing and providing the following deliverables:
  - Notices
  - Agendas
  - Handouts
  - Minutes
  - Progress Plans
- F.** Consultant shall supervise subcontractors, coordinate, and monitor work for conformance with Caltrans standards and policies.
- G.** Consultant shall apply for and obtain Caltrans encroachment permits necessary for Consultant to be on the jobsite.
- H.** Consultant shall apply for and obtain City approvals and permits as required.
- I.** Consultant shall prepare, circulate, and file correspondence and memoranda as appropriate.
- J.** Consultant shall maintain project files using the Caltrans Uniform File System.
- K.** Thirty (30) days after Notice to Proceed, Consultant shall submit the Project Master Schedule to City and Caltrans Project Managers.

##### **II. PROJECT SCHEDULES/REPORTS**

- A.** The Consultant shall be responsible for preparing and providing a detailed project schedule, including milestones for submittals to various agencies. The project schedule shall be prepared using Microsoft Project. The project schedule shall be updated monthly and submitted to the City with the progress reports.

- B.** The following list of major tasks shall be used to develop the project schedule:
- Task 1- Project Management/Coordination/Administration
  - Task 2- 35% PS&E Submittal
  - Task 3- PS&E (65%) Submittal
  - Task 4- Initial PS&E (95%) Submittal
  - Task 5- Final PS&E (100%) Submittal
  - Task 6- Construction Bidding Phase
  - Task 7- Construction Support Phase
  - Task 8- Project Closeout
- C.** Major tasks shall be broken down into subtasks as warranted.
- D.** Consultant shall submit a copy of the project schedule to the City for review and approval, and a copy to Caltrans Project Manager for their information.
- E.** Consultant shall prepare monthly progress reports and submit to the City. Consultant will establish an appropriate format for the progress reports to update the City on the progress to date, work to be accomplished in the next period, and potential technical problems. At a minimum the reports shall contain the following:
- Summary of work completed during the previous month.
  - Discussion of any significant problems encountered.
  - Total effort expended by task separated into hours spent by each staff level.
  - Percent of project completed.

### **III. 35% PS&E SUBMITTAL**

- A.** Consultant shall collect existing topographic maps, as-built drawings, reports, and other available materials. Consultant shall request data from the City, Caltrans, L.A. County, and other agencies, as appropriate.
- B.** Consultant shall prepare a “Phasing Analysis” for improvements. The analysis shall examine and identify any possible alternatives to a phased approach for construction in order to achieve an acceptable level of service “C” or better.
- C.** Consultant shall conduct a meeting with Caltrans District 7 staff, the geometric reviewer, and City staff to present and obtain consensus on the geometrics of the ultimate improvements and proposed project design. Consultant shall identify and clarify any major non-standard features.
- D.** Consultant shall prepare Fact Sheets for Mandatory and Advisory Design Exceptions for non-standard design features.
- E.** Consultant shall perform design surveys during this phase. Consultant to request and obtain available recent data from City/Caltrans.
- F.** Upon receipt of the Survey Control Data from Caltrans, Consultant shall verify the physical existence of the “Monument Control Points” and, if necessary, reestablish such control points.

- G.** Consultant shall perform detailed field surveys of existing street and drainage features. The Surveys Manager shall coordinate with the Design Engineer to establish limits of work. Cross sections and tie-in surveys will ensure accurate design fit and smooth transitions from existing roadway and infrastructure features.
- H.** All work and files will be based on project coordinate control and in accordance with Caltrans Surveys and Right-of-Way Manuals, and Caltrans District 7 Right of Way Engineering requirements for the preparation of documents and maps. Consultant shall verify survey results prior to submitting survey plans.
- I.** Consultant shall survey Geotechnical Boring locations to verify the locations.
- J.** Consultant shall prepare and submit a geotechnical review and exploration plan for the City and Caltrans to review. Consultant shall obtain right-of-entry permits prior to exploration. Consultant shall conduct subsurface investigation and evaluate the results in accordance with Caltrans testing criteria. Consultant shall analyze the results and present them in the geotechnical report.
- K.** Consultant shall prepare 35% level layouts, profiles, super elevation diagrams, typical sections, and right-of-way per selected alternate and the field survey.
- L.** To assist in type selection, Consultant shall prepare a Preliminary Foundation Report in accordance with Caltrans Office of Structural Foundations requirements. The report shall include a summary of the exploration program, description of the site geotechnical issues, and recommendations for foundation design and construction including retaining walls, if appropriate.
- M.** Consultant shall prepare the Structure Type Selection documents and Bridge General Plan to comply with the most current Caltrans guidelines.
- N.** A preliminary utility survey to identify the type and locations of utilities is included in the approved PR. City will provide data and contact information in order for Consultant to prepare and send utility notifications to utility companies known to operate with the project area. Each notice will contain a letter requesting available atlases, as-builts, and proposed utilities within the project limits.
- O.** Consultant shall maintain records of correspondence with utility companies, which will be made available to the City at the completion of the work.
- P.** Consultant shall coordinate with the City, Caltrans, and utility companies to determine the need to relocate impacted utility lines per Caltrans Policy Manual. Consultant shall use utility conflict matrix to identify conflicts. It is assumed the utility companies relocation plans will not be part of PS&E package developed by Consultant.
- Q.** Consultant shall test the unpaved area within the project limits for aerially deposited lead contamination and incorporate the results and

conclusions into the PS&E package. This task shall also address the removal and disposal of traffic stripes and pavement markings.

- R. Consultant shall be responsible for a site-specific health and safety plan for the aerially deposited lead site investigation in accordance with Occupational Safety and Health Administration (OSHA) regulations, as specified in Title 29 of the Federal Code of Regulations to ensure the safety of site personnel conducting field work.
- S. The Structure Type Selection Report shall include a discussion of foundation and false work requirements, seismic and aesthetic considerations, traffic handling requirements and alternatives, construction cost, and staging. Anticipated construction methods will be identified in the type selection process and coordinated with the project geometry. Consultant shall submit Type Selection documents to Caltrans District 7 for review and approval.
- T. Consultant shall attend a Type Selection review meeting with Caltrans to finalize structure type, foundations, seismic design, aesthetics, and traffic handling plans. The location of review meeting shall be determined by Caltrans staff.
- U. Consultant shall submit Final Type Selection Report to the City and Caltrans for approval. The approved general plans (11"x17") will be accompanied by a design memorandum that will set forth the basis of design and design criteria to be used for the bridge PS&E.
- V. Consultant shall prepare a preliminary cost estimate at 35% completion. The cost estimate shall be based on recent bid results for similar projects and cost databases maintained by Caltrans. The cost estimate shall be prepared in a spreadsheet format using Microsoft Excel. Throughout development of PS&E, Consultant shall update the estimate.

#### **IV. PS&E (65%) SUBMITTAL**

- A. After approval of the Bridge Type Selection, bridge design shall be in accordance with Caltrans Bridge Design Specification and bridge design manuals and procedures. Bridge independent check will be performed for structures within Caltrans right-of-way in compliance with Caltrans practice.
- B. Consultant shall prepare the 65% unchecked bridge plans for the proposed structures based on Caltrans DOS design procedures and standards. Plans shall be submitted to Caltrans Headquarters independent of the PS&E package.
- C. The bridge design plans shall be prepared, based on the format and procedures outlined in Section I, "General Detailing", of the Caltrans Bridge Design Details Manual.
- D. Consultant shall incorporate all reviewing agencies' comments into roadway plans and estimates. Where it is not possible or desirable to incorporate certain comments, Consultant shall provide an explanation.

- E.** Consultant shall prepare a drainage report to address the existing drainage condition and the proposed mitigation and design. This report shall consider both onsite and offsite systems.
- F.** Consultant shall prepare drainage plans, profiles, and quantities based on the drainage report.
- G.** To address NPDES and Caltrans storm water quality requirements, Consultant shall update the storm water data report, and incorporate its findings into the project's PS&E. All drainage plans shall be prepared in accordance with Caltrans Standard Drainage Plans and Quality Sheets guidance. Consultant shall prepare temporary drainage plans if required.
- H.** Stage construction, traffic handling, detour plans, and a Transportation Management Plan (TMP) shall be coordinated with the City, Caltrans, and other appropriate agencies. Stage construction and detour plans shall include construction detour plans.
- I.** Consultant shall prepare pavement delineation plans to identify locations of painted and thermoplastic stripes and markings, pavement markers, and delineators.
- J.** Consultant shall prepare sign plans to show existing and proposed signs. The plans shall include sign details and quantity sheets.
- K.** Consultant shall prepare lighting and signal plans for the project including safety lighting and ramp metering plans. Consultant shall coordinate with Caltrans to ensure that ramp metering and electrical designs will accommodate future traffic monitoring features within the project limits.
- L.** Consultant shall prepare a landscape and irrigation plans for the project area. The landscaping theme shall be consistent with Reyes Adobe Road and Kanan Road interchanges.
- M.** Consultant shall perform all right-of-way services per Caltrans requirements, the California Professional Land Surveyors Act, State law, and all applicable local ordinances and regulations. Tasks shall include:
  - Performing Record Data Search
  - Acquiring Title Reports
  - Performing Land Net Recovery Field Ties
  - Preparing Land Net Map- "Before Condition" Record of Survey
  - Performing Monument Perpetuation Surveys
  - Preparing Right-of-Way Maps
  - Preparing Acquisition Documents
  - Preparing Resolution of Necessity and Plats
  - Preparing Deed and Plats
  - Preparing Utility Legal Description and Plat
  - Preparing Parcel Files
  - Final Monumentation
  - Preparing Monumentation- "After Condition" Record of Survey.

- N. Consultant shall prepare Geotechnical Design Report discussing the geotechnical design basis of the project and recommendations for design and construction of earth retaining structures, cut and fill slopes, pavement, and drainage facilities. The report shall be submitted to Caltrans for review. Consultant shall address and comments from review and prepare a final draft. All calculations supporting the design recommendations shall be included as an appendix to the report.
- O. Consultant shall prepare a Foundation Report for bridge and retaining walls based upon Type Selection comments and additional information from the Geotechnical Design Report.
- P. Consultant shall prepare bridge plans and structural details for construction. Consultant shall also prepare draft technical special provisions. All plans and documents shall comply with Caltrans Standards, Manuals, and Specifications.
- Q. Consultant shall prepare retaining wall plans and structural details, and any technical special provisions.
- R. Consultant shall prepare, submit, and secure all permits for surveying, geotechnical investigations, and construction. Permits required, but not limited to, include:
  - Environmental Permits
  - State and Local Encroachment Permits for Construction
  - NPDES General Activity Stormwater Permit
- S. Consultant shall update the Storm Water Data Report and incorporate its recommendations into the project's PS&E.

**V. INITIAL PS&E (95%) SUBMITTAL**

- A. The Consultant shall update Roadway, Stage Construction/Traffic Handling, and Drainage plans. Any revised and/or new standards developed by Caltrans shall be included with this submittal. In addition, this submittal shall include updated Special Provisions, comments, reviews, coordination efforts, and all other updated information.
- B. Consultant shall independently review plans, Draft Special Provisions, quantities, and construction cost estimate for the bridges and retaining walls. Consultant's independent review team shall analyze the structures, verify member capacities, review the Special Provisions, and prepare independent quantity calculations. All issues raised by the checkers shall be resolved with the structural designers. The final design shall reflect agreement among designers and independent checkers in terms of accuracy and conformance to Caltrans design standards.
- C. Consultant shall verify and update utility and Right-of-Way engineering data.
- D. Consultant shall prepare and send a second notification to each of the affected utility companies upon completion of the 95% plans. The notification shall include a reduced (11"x17") set of plans and a request

to verify that their facilities have been accurately shown on the plans and to coordinate necessary relocations and/or adjustments to their facilities.

- E. Consultant shall prepare materials handout information per Caltrans HDM, Section 111.3 Materials Information Furnished to Prospective Bidders.

## **VI. FINAL PS&E (100%) SUBMITTAL**

- A. Consultant shall submit Final PS&E package to Caltrans District 7 Project Manager for final approval. The submittal shall incorporate review comments from all involved agencies.
- B. Consultant shall deliver the following:
  - Final Roadway PS&E
  - Full-size reproducible Final Structure Plans
  - Final Structures Special Provisions
  - Prints of Final Structure Plans
  - Original/Checked Quantity Calculations
  - Cost Estimates
- C. Consultant shall provide electronic version of all plans, reports, specifications, special provisions, and estimates.
- D. Consultant shall prepare and send a final notification to each of the affected utility companies. The notification shall include a set of approved signed plans to be used for their work to facilitate the project. The notification shall also identify anticipated bid and start of construction dates.
- E. Consultant shall provide the following information for the Resident Engineer's file. This list is not comprehensive and Consultant shall provide additional information as appropriate:
  - Permits
  - Surveying Notes
  - Geotechnical and Foundation Reports
  - Hydrology/Hydraulics Report and Calculations
  - Relevant Correspondence and Memoranda
  - Engineering Calculations (Horizontal and Vertical Alignments, Earthwork Quantities, etc.)
  - Environmental Agreements and Reports
  - Summary and Discussion of Environmental Issues
  - Traffic Management Plans and Supplements
  - Material Handouts
  - Storm Water Data Report
  - Right-of-Way Maps and Agreements
  - List of Project Personnel
  - Bridge Four-Scale Plans
- F. Consultant shall provide an electronic version of all Resident Engineer information.

## **VII. CONSTRUCTION BIDDING PHASE**

- A.** Consultant shall attend the pre-bid meeting.
- B.** Bidding procedures will be the responsibility of the City, but any necessary corrective action shall be in the form of an addendum prepared by the Consultant.
- C.** Consultant shall draft responses to bidders' inquiries as requested by the Director of Public Works.
- D.** Consultant shall provide City with a hard copy and electronic (MS Word) of the Draft Bidder Inquiry Responses.

## **VIII. CONSTRUCTION SUPPORT PHASE**

- A.** Construction of the project will be the responsibility of the City, and Caltrans will provide Independent Quality Assurance. During the construction phase, Consultant shall work closely with City's Resident Engineer (RE) within the budget allotted to assist and advise the RE in order to minimize construction conflicts and to expedite project completion.
- B.** Consultant shall attend the pre-construction meeting.
- C.** Consultant shall attend public workshops as requested by City.
- D.** In case of errors and/or emissions, Consultant shall furnish additional and/or revised drawings necessary for corrections and change orders. City will provide a written request for such drawings and Consultant shall provide said drawings at no additional charge to the City and Caltrans. Consultant shall also provide the contract wording for related change orders to the City and Caltrans at no additional cost.
- E.** Consultant shall review all submittals and shop drawings. The review of shop drawings shall include bridge working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, steel layout for structures, independent check of construction contractor's falsework submittal, and others as requested by the Resident Engineer.
- F.** If requested by City, Consultant shall prepare additional drawings and change order supporting documents. Any such additional drawings constitute extra work; therefore, prior approval from City is required. Any such additional engineering services, drawings, or change order documentation prepared prior to receiving the required approval shall be at the Consultant's risk and expense.
- G.** Consultant shall visit the job site as requested by the City.
- H.** Consultant shall draft responses to contractor inquiries and RFI as requested by the Resident Engineer.
- I.** Consultant shall review proposed change orders and draft change order language as requested by the Resident Engineer. If said changes are necessary as a direct result of design errors and omissions, Consultant shall prepare and/or review contract change orders at no additional cost.



- J. Consultant shall be responsible for incorporating as-builts into the PS&E.

**IX. PROJECT CLOSEOUT**

- A. After construction, Consultant shall provide all final construction project records in accordance with Caltrans requirements. Records shall include, but not necessarily limited to design survey records, including legible hard copies and electronic files, recorded monuments, and post audits. Consultant shall maintain all project records in accordance with Caltrans Uniform Filing System.
- B. Consultant shall provide all pertinent project records to City and Caltrans. Documents shall be organized in accordance with the Caltrans Uniform Filing System.
- C. In accordance with the Professional Land Survey Act, Consultant shall review monument surveys for the project right-of-way. Consultant shall also review mapping and documentation for all recorded monuments associated with the project. Monumentation shall include all local street controls established/reestablished.
- D. Contractor shall supply Caltrans Survey all field survey information/mapping related to the final alignments (mainline freeway, arterial streets, and ramps).
- E. Consultant shall assist City and Caltrans with the post audits, as requested by the City and/or Caltrans.

## **Attachment A**

City of Agoura Hills' Professional Services Agreement

AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Name of Company

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Contact Name

CONSULTANT'S ADDRESS: Address  
City, State, Zip Code

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

PREPARED BY: Name of Staff Member

COMMENCEMENT DATE: July 1, 2013

TERMINATION DATE: July 1, 2015

CONSIDERATION: Contract Price  
Not to Exceed: \$ /yr

<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  
\_\_\_\_\_ (NAME OF COMPANY)**

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

1. **TERM.** This Agreement shall commence on \_\_\_\_\_, and shall remain and continue in effect until tasks described herein are completed, but in no event later than \_\_\_\_\_, 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.

4. **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.

5. **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.

6. **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 \_\_\_\_\_ ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. 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.

C. 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.

D. 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.

## **7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

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

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of 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.

## **8. DEFAULT OF CONSULTANT**

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

B. If the City Manager or his 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.

## **9. 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.

C. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

**10. 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.

**11. 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 affecting the coverage required by these specifications.

## **12. 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.

**13. 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.

**14. 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.

**15. 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:

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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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Denis Weber  
Mayor

ATTEST:

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Kimberly M. Rodrigues, MMC  
City Clerk

APPROVED AS TO FORM:

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Candice K. Lee,  
City Attorney

**CONSULTANT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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