



## REPORT TO CITY COUNCIL

**DATE:** MAY 22, 2013

**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 DESIGN PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH QUESTA ENGINEERING CORPORATION FOR FEASIBILITY AND DESIGN SERVICES RELATED TO THE MEDEA CREEK RESTORATION PROJECT

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On March 13, 2013, the City Council authorized staff to solicit proposals for professional engineering services related to the Medea Creek Restoration Project. The services being requested include feasibility studies, preliminary engineering, completion of the environmental documents, final design plans, specifications, and estimates (PS&E), and construction engineering services.

These types of projects have shown to have positive impacts to the environment. The benefits of this restoration project would include:

- Creating an area of new riparian ecosystem.
- Reconnecting wildlife migration corridors.
- Improving water quality by increasing dissolved oxygen concentration, increasing vegetative uptake of nutrients (nitrogen and phosphorus), and reducing water temperature by adding vegetated canopy cover.
- Establishing a recreational trail.
- Providing educational information about our watershed.

On May 2, 2013, the City received proposals from seven (7) prospective firms: CWE, GEI Consultants, Inc., Huitt-Zollars, Inc., Pacific Coast Civil, Inc., Psomas, Questa Engineering Corporation, and URS Corporation. Staff reviewed and evaluated the proposals, and unanimously determined that Questa Engineering Corporation was the most experienced and qualified for this project. In addition, their cost proposal was within the established budget for this phase of the project. Staff contacted references for Questa Engineering Corporation to discuss past work, as they have never worked in the City. They did, however, complete the Las Virgenes Creek Restoration Project for the City of Calabasas in 2007. The references were all excellent regarding the firm's performance. The cost proposals were as follows:

Pacific Coast Civil	\$132,658.00
Questa Engineering Corporation	\$160,640.00
CWE	\$257,325.00
URS Corporation	\$296,114.25
GEI	\$299,315.00
Huitt-Zollars, Inc.	\$550,928.00
Psomas	\$563,490.00**

\*\*Deemed non-responsive

It should be noted the varying costs listed above are based on each firm's fee rates, and assumption of what work will be needed to complete the project. Due to mathematical errors on the Psomas fee proposal, staff was unable to determine an accurate total cost proposal, and therefore deemed their proposal as non-responsive. Third District Supervisor Zev Yaroslavsky of the Los Angeles County Board of Supervisors, provided financial assistance in the amount of \$165,000 to fund this portion of the project.

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 design professional consultant services agreement with Questa Engineering Corporation.
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Design Professional Consultant Services Agreement

**AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS**

**NAME OF CONSULTANT:** Questa Engineering Corporation

**RESPONSIBLE PRINCIPAL OF CONSULTANT:** Attn: Sydney Temple, P.E.

**CONSULTANT'S ADDRESS:** 1220 Brickyard Cove Rd, Ste 206  
Point Richmond, CA 94801

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

**PREPARED BY:** Kelly Fisher

**COMMENCEMENT DATE:** May 22, 2013

**TERMINATION DATE:** Upon Completion of Project

**CONSIDERATION:** Contract Price  
Not to Exceed: \$160,640.00

<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 DESIGN PROFESSIONAL  
CONSULTANT SERVICES BETWEEN THE CITY OF  
AGOURA HILLS AND QUESTA ENGINEERING  
CORPORATION**

**THIS AGREEMENT** is made and effective as of May 22, 2013, between the City of Agoura Hills, a municipal corporation ("City") and Questa Engineering Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on May 22, 2013, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

*[Note: If the contract may be extended for additional years add the following language: The City may, at its option, extend this Agreement for one additional term of three years upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.]*

**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**

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

**4. 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 \$160,640.00 ("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 Agreement. 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 shall 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. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

## **5. 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 entitled "PAYMENT" herein.

## **6. 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 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 ten (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.”

## **7. 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 therefrom 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.

## **8. INDEMNIFICATION**

A. Indemnity for Design Professional Services. In the connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent consultants in the role of City officials (collectively, “Indemnitees”), with respect to any and all claims, demands, damages, liabilities,

losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of its professional services under this Agreement.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph 8.a. above, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section 8.b. shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

## 9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, 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, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, 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: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. 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: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

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: One million (\$1,000,000) 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 and named 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 has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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, specifically naming the City of Agoura Hills as additional insured, 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 acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

## **10. INDEPENDENT CONSULTANT**

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, 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.

## **11. 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.

## **12. 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 sub-consultants, 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 sub-consultants 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.

**13. 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: Questa Engineering Corporation  
1220 Brickyard Cove Road, Suite 206  
Point Richmond, CA 94801  
Attention: Sydney Temple, P.E.

**14. 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.

**15. 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.

**16. 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.

**17. 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-consultants 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-consultants 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.

**18. 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.

**19. 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**

\_\_\_\_\_  
Denis Weber,  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk

*Date Approved by City Council* \_\_\_\_\_

APPROVED AS TO FORM:

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Candice K. Lee,  
City Attorney

**CONSULTANT**

Questa Engineering Corporation  
1220 Brickyard Cove Road, Suite 206  
Point Richmond, CA 94801  
Sydney Temple, P.E.  
510-236-6114 ext. 220  
510-236-2423 fax

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

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

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

## **EXHIBIT A**

### **TASKS TO BE PERFORMED**

#### **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.** Gather and evaluate all existing data available from the County of Los Angeles and City of Agoura Hills, including topographical data, hydrology, hydraulics, geotechnical, etc., and prepare a data gap memorandum describing additional data needed and justifications.
- C.** Develop a Microsoft Project Schedule at a sufficient level of detail (work elements, sub-elements, etc.) to show a clear understanding of the precise work required to meet project goals, objectives and delivery timeline. The schedule shall also show interdependencies among tasks, along with, interim and final milestones for project completion.
- D.** 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.
- E.** Consultant shall be responsible for preparing and providing the following deliverables:
  - Notices
  - Agendas
  - Handouts
  - Minutes
  - Progress Plans
- F.** Consultant shall apply for and obtain County of Los Angeles encroachment permits necessary for Consultant to be on the jobsite.
- G.** Consultant shall apply for and obtain City approvals and permits as required.

#### **II. Studies and Alternatives Evaluation**

- A.** Consultant shall conduct site visits and develop and conduct fluvial geomorphology investigation and analysis, as deemed appropriate, to determine the optimal natural creek configuration. This work may include pertinent testing and other studies, and gathering data.

- B. The Consultant shall prepare a project description and summary of alternatives considered including the project purpose and benefits.
- C. Consultant shall establish preliminary right-of-way requirements if required (including temporary construction easements) and delineate the prospective right-of-way. In addition, consultant shall estimate right-of-way and easement costs.
- D. The Consultant shall prepare legal descriptions, plats, and deeds for Right of Way acquisitions (if needed).
- E. The Consultant shall provide engineering services for right-of-way and utility relocations (if needed).
- F. The Consultant shall coordinate utility relocation plans as needed.
- G. The Consultant shall provide a complete survey of the project area and proposed hydraulic model extents. Mapping shall include topographic features within 50 feet of project area.
- H. Consultant shall prepare appropriate hydrologic and hydraulic analysis subject to approval by City and County of Los Angeles Flood Control District. The key variables of the hydraulic model shall include channel capacity, velocities, and shear forces.
- I. Consultant shall conduct all studies to support environmental document preparation.
- J. During the course of the studies, Consultant shall meet with City and other agencies, as required, to identify any problems and/or concerns.
- K. Consultant shall prepare and submit to the City five copies of a draft Basis of Design Project Report, which includes the findings of the alternatives evaluation and preliminary engineering studies. Upon approval of the draft, five copies of the final Basis of Design Project Report shall be submitted to the City.
- L. Consultant shall attend public meetings and/or workshops as requested by City.
- M. Consultant shall prepare a long-term Vegetation Management and Maintenance Plan for the preferred alternative.

### **III. Preliminary Design**

- A. The Consultant shall prepare base maps with a sufficient level of detail to accurately depict the existing conditions and proposed project design. Plans shall be consistent with City format.
- B. The Consultant shall develop and conduct a geotechnical exploration program as deemed appropriate, including pertinent geotechnical testing and any other investigations, gathering of data, and preparation of a geotechnical report.
- C. The Consultant shall prepare alternative preliminary layouts, perform calculations, and develop preliminary design details.
- D. Consultant shall prepare landscape and irrigation plans for the project area, including a native species plant list.
- E. The Consultant shall develop preliminary construction cost estimates.

#### **IV. Permitting and Environmental Documentation**

- A.** 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.
- B.** 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.
- C.** A CEQA Initial Study/Mitigated Negative Declaration is anticipated. The Consultant shall prepare responses to comments received during IS/MND public review period and any comments from public meetings.
- D.** The Consultant shall obtain all necessary NEPA and CEQA Environmental Certifications. City will pay all permitting and filing fees.
- E.** The Consultant shall prepare project permit applications to submit to regulatory agencies including, but not limited to:
  - City of Agoura Hills
  - County of Los Angeles
  - California Department of Fish and Wildlife
  - Regional Water Quality Control Board
  - U.S. Army Corps of Engineers
- F.** 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 design for stormwater quality improvements prior to entering natural waterways.

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

- A.** Submittal of plan set shall be delivered at 35%, 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.
- B.** The Consultant shall prepare construction specifications consistent with City format.
- C.** The Consultant shall provide five copies of each calculation performed for the design.
- D.** 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.

- E. 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.
- F. The Consultant shall prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
- G. Submittal of the engineer's construction cost estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

#### **VI. CONSTRUCTION BIDDING PHASE**

- A. Consultant shall attend the mandatory 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.

#### **VII. CONSTRUCTION SUPPORT PHASE**

- A. Oversight of the construction phase of the project will be the responsibility of the City. During the construction phase, Consultant shall work closely with City within the budget allotted to assist and advise the City 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. Consultant shall also provide the contract wording for related change orders to the City at no additional cost.
- E. Consultant shall review all submittals and shop drawings. The review of shop drawings shall include drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, and others as requested by the City.
- 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 City.
- I.** Consultant shall review proposed change orders and draft change order language as requested by the City. 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.

## EXHIBIT B

### PAYMENT RATES AND SCHEDULE

**Table 1. Estimated Project Cost for Medea Creek Restoration: Planning, Design, and Permitting**  
**For: City of Agoura Hills**

Quanta Engineering Corporation - May 2, 2013

Rate per hour	Principal \$ 175	Senior Professionals \$ 145	Staff Professionals \$ 115	Drafting \$ 95	Word Processing \$ 75	Rincon Estimated Lump Sum	MSN Estimated Lump Sum	Corallo Estimated Lump Sum	Total By Task
<b>PHASE I. PRELIMINARY CONCEPT DESIGN REPORT AND ALTERNATIVES ANALYSIS</b>									
Task 1 - Background Data Review	1	4	16						\$ 2,595.00
Task 2 - Base Maps and Coordination	1		8	8					\$ 12,355.00
Task 3 - Site Investigations (geotech, H and E, etc)	4	16	80	16	4	\$ 4,600.00	\$ 10,500.00	\$ 3,500.00	\$ 22,140.00
Task 4 - Site Conditions and Constraints Technical Memo	8	4	16	12					\$ 4,960.00
Task 5 - Development/Evaluation of Project Alternatives	8	8	8	60					\$ 9,180.00
Task 6 - Stakeholder Meeting	8		8	4					\$ 2,700.00
Task 7 - Draft and Final Initial Project Description	10	6	48	40	8				\$ 12,540.00
						<b>Phase I Subtotal</b>	<b>\$ 4,600.00</b>	<b>\$ 10,500.00</b>	<b>\$ 66,470.00</b>
<b>PHASE II. FINAL CONCEPT DESIGN AND PERMITTING</b>									
Task 8 - Permit ID and Application Preparation	2		8	4		\$ 11,500.00			\$ 13,150.00
Task 9 - Meetings with Stakeholders/Project Management	36		16		8				\$ 8,740.00
Task 10 - Final Project Description and Basis of Design Report	8	8	24	16					\$ 6,840.00
Task 11 - Project Cost Estimates	2	4	8						\$ 1,850.00
Task 12 - Initial Study Preparation	2		4			\$ 18,000.00			\$ 18,810.00
						<b>Phase II Subtotal</b>	<b>\$ 29,500.00</b>	<b>\$ -</b>	<b>\$ 49,390.00</b>
<b>PHASE III. CONSTRUCTION PLANS &amp; SPECIFICATIONS</b>									
Task 13 - 75% Design	12	16	80	60	24				\$ 21,120.00
Task 14 - Final Design: 90% and 100% Drawings	12	16	80	60	16				\$ 20,520.00
						<b>Phase III Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 41,640.00</b>
Task 15. Construction/Bidding Assistance	8	12							\$ 3,140.00
<b>Total Labor Hours</b>	<b>122</b>	<b>94</b>	<b>404</b>	<b>280</b>	<b>60</b>				
<b>Labor Cost</b>	<b>\$ 21,350.00</b>	<b>\$ 13,630.00</b>	<b>\$ 46,460.00</b>	<b>\$ 26,600.00</b>	<b>\$ 4,500.00</b>				
<b>Total Labor Cost</b>						<b>\$ 34,100.00</b>	<b>\$ 10,500.00</b>	<b>\$ 3,500.00</b>	<b>\$ 160,640.00</b>

**Direct Costs**

**Phase I**

Travel	\$ 1,200.00
Field supplies/survey equip.	\$ 60.00
Communications (Fed Ex, reproduction etc)	\$ 250.00
<b>Subtotal</b>	<b>\$ 1,510.00</b>

**Phase II**

Travel	\$ 1,500.00
Communications (Fed Ex, reproduction etc)	\$ 250.00
<b>Subtotal</b>	<b>\$ 1,750.00</b>

**Phase III**

Travel	\$ 600.00
Communications (Fed Ex, reproduction etc)	\$ 500.00
<b>Subtotal</b>	<b>\$ 1,100.00</b>

**Total Project Cost \$ 165,000.00**

	Subs	Budget	Percentage of con
Rincon	\$ 34,100.00		20.67
MSN	\$ 10,500.00		6.36
<b>Total</b>	<b>\$ 44,600.00</b>		

**Optional Public Outreach Program \$ 5,550**