



REPORT TO CITY COUNCIL

DATE: NOVEMBER 13, 2013

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: LOUIS CELAYA, DEPUTY CITY MANAGER 

SUBJECT: APPROVE CONSULTANT SERVICES AGREEMENT WITH QUESTA ENGINEERING CORPORATION FOR FEASIBILITY STUDY SERVICES RELATED TO THE RECREATION CENTER TRAILHEAD PROJECT

In December 2012, the City was awarded a trails grant from the County of Los Angeles Regional Park and Open Space District for the development of a trailhead and other improvements associated with the new Agoura Hills Recreation Center. Part of the grant funding included the allocation for a trail study to assist the City in developing trail alignments in the area. Previously, a conceptual trail near the area was developed as part of the Ladyface Trail Master Plan, however it was simply a conceptual idea of what could be created.

The trail study will assist the City with identification of future trails alignments near and around the new recreation center and, also, provide “estimated” costs associated with potential environmental work and “estimated” construction costs for the trails. This study can also be used to assist the City with securing future grant funding available to construct the identified alignments. In August, staff released a Request for Proposals/Qualifications to perspective firms knowledgeable in developing trail studies.

On September 19, 2013, the City received proposals from five (5) prospective firms: Delane Engineering, DIG Team, Questa Environmental Corporation, RJM Design Group, and VAI Van Atta Associates, Inc. Staff reviewed and evaluated the proposals received, and on October 10, interviewed the top two firms, Questa Environmental and RJM Design Group. Subsequently, Questa Engineering Corporation was, unanimously, determined as the most responsive firm to help meet the City’s needs. Staff contacted references for Questa Engineering Corporation to discuss past work, and the references were all excellent regarding the firm’s performance and responsiveness to the tasks required. Questa is also currently working on the City’s Medea Creek Restoration Project and completed the Las Virgenes Creek Restoration Project for the City of Calabasas, in 2007, which included a trail element.

The cost proposals were as follows:

DIG Team	\$99,838.00
VAI Van Atta Associates Inc.	\$57,500.00
Delane Engineering	\$46,560.00
RJM Design Group	\$46,165.00
Questa Engineering Corporation	\$39,925.00*

*Total Cost includes two optional tasks available if desired

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.

Questa Engineering and its sub-team are very familiar and knowledgeable of the terrain to be studied, and staff believes they are the best firm suited for this project, based on similar projects they have performed in other jurisdictions.

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

Attachment: Agreement for Consultant Services – Questa Engineering

AGREEMENT ROUTING SLIP FOR

Questa Engineering Corp.

Consultant Name (\$25K and Over with Prevailing Wage)


Attached, please find (*check one of the following boxes*):

- | | |
|--|--|
| <input checked="" type="checkbox"/> <i>Standard Template with no changes
Complete Section 2 only</i> | <input type="checkbox"/> <i>Outside Agency Agreement
Complete Sections 1 and 2</i> |
| <input type="checkbox"/> <i>Standard Template with changes
Complete Sections 1 and 2</i> | <input type="checkbox"/> <i>Special Agreement
Complete Sections 1 and 2</i> |

Section 1 – Changes to template or insurance: *Receive Department Head approval to amend. Check with Risk Manager for insurance and/or template amendments. Risk Manager will authorize emailing City Attorney for template review and approval. Attach City Attorney email response (approval) to this slip.*

- | | |
|--|---|
| <input type="checkbox"/> _____ <i>(Dept. Head Initials/Date)</i>
Authorization to Amend Agreement | <input type="checkbox"/> _____ <i>(Risk Manager Initials/Date)</i>
Approval to Forward to City Attorney |
| <input type="checkbox"/> _____ <i>(Risk Manager Initials/Date)</i>
Insurance Amended <i>(See Notes Below)</i> | <input type="checkbox"/> _____ <i>Staff Initials(From No. 1 Below)</i>
City Attorney Email Approval Attached |
| <input type="checkbox"/> _____ <i>(Risk Manager Initials/Date)</i>
Template Amended <i>(See Notes Below)</i> | <input type="checkbox"/> _____ <i>Staff Initials/Date</i>
Other <i>(See Notes Below)</i> |

Section 2 – Signed agreement received from Consultant. *Sign/date and attach this routing slip to the proposed agreement and route to staff in the order listed below (i.e., 2-4). Submit the signed agreement, including the appropriate insurance and endorsement, with this completed routing slip, to the Risk Manager (insurance review/approval) who will forward to the City Clerk for final review/distribution. Agreements without the appropriate insurance attached will be returned to the department. A copy of the final agreement will be provided to the Consultant and the staff person (in Item No. 1 below)*

- | | |
|---|--|
| 1. <u>Louis Celaya</u> <u>10/10/13</u>
Prepared by (Staff Name/Date) | 2. <u></u>
Department Head - Date
(Authorization to forward to Risk Mgr/Clerk) |
| 3. _____
Risk Manager – Date
(Insurance Review/Approval) | 4. _____
City Clerk – Date
(Template Review/Final Distribution) |

– FOR CITY CLERK USE ONLY –

Year: _____ Month/Day: _____

Agreement/Insurance Received: _____

To City Attorney for Signatures: _____

To City Manager/Mayor for Signatures: _____

City Attorney Email/Scope Attached: _____

Distributed to Consultant/Staff: _____

Laserfiche/Log/Index/File: By: _____

Insurance Logged: By: _____

Notes:

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Questa Engineering Corp.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Jeffrey Peters
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:	Louis A. Celaya
COMMENCEMENT DATE:	November 13, 2013
TERMINATION DATE:	June 30, 2014
CONSIDERATION:	Contract Price \$24,925 Not to Exceed: \$39,925/yr

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND
QUESTA ENGINEERING CORP.**

THIS AGREEMENT is made and effective as of November 13, 2013, between the City of Agoura Hills, a municipal corporation ("City") and Questa Engineering Corp. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on November 13, 2013, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2014, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. 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 by this Consultant from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-consultant 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 \$50.00 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 sub-consultant under him, in violation of the provisions of the Agreement..

5. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Thirty Nine Thousand Nine Hundred and Twenty Five dollars (\$ 39,925) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

C. Consultant 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.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

B. If the City Manager or his 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.”

8. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts 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.

9. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent Consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

10. 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, its officers, officials, employees and volunteers 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.

11. 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.

12. LEGAL RESPONSIBILITIES

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

13. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or 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.

14. NOTICES

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

specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

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

To Consultant: Questa Engineering Corp.
1220 Brickyard Cove Road, Ste. 206
Attention: Jeffrey H. Peters

15. ASSIGNMENT

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

16. LICENSES

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

17. GOVERNING LAW

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

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-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.

19. ENTIRE AGREEMENT

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

20. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF AGOURA HILLS

Denis Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Questa Engineering Corp.
1220 Brickcove Road, Ste. 206
Jeffrey H. Peters
(510) 236-6114, ext. 206
(510) 236.2423

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

Provision of study services for professional trail planning, preliminary engineering design and environmental services for the Agoura Hills Recreation Center Trailhead project as detailed in the attached scope.



Proposal for

Trail Study Services for the Agoura Hills Recreation Center Trailhead

Submitted to:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

Submitted by:

Questa Engineering Corporation
1220 Brickyard Cove Road, Suite 206
Point Richmond, California 94801

September 19, 2013

Civil,
Environmental
& Water
Resources

Proposed Scope of Services

Project Understanding and Approach

The Scope of Work of this proposal is to provide professional trail planning, preliminary engineering design and environmental services for the Agoura Hills Recreation Center Trail Construction project. These services include surveying and base map compilation, completion of an opportunities and constraints analysis, identification of existing/constructed and proposed trails within the greater project area, trail alternatives screening and selection of feasible trail alignments and connections, and environmental work to identify CEQA and permitting issues and scopes. The work also includes preliminary design (20%) and development of an estimate of the probable costs to prepare a final design and construct the project, including environmental clearance.

The Trail Study will assist the City in finalizing a conceptual design for trail system that will connect to the new recreational trail behind the Recreation Center. We understand that the City wants to construct a natural trailhead starting from its new Recreation Center, proceeding south, to potentially connect to existing nearby trails, then westerly to adjacent properties. Future extensions of the Recreation Center trail in a westerly direction could connect to Kanan Road, where trail users will be able to also access neighboring trails such as the Ladyface Mountain trail identified in the City's Ladyface Mountain Specific Plan.

The Trail Plan will inventory existing conditions, analyze site opportunities and constraints, provide preliminary design recommendations (width, tread, slope, etc.) and input on draft trail alignments, and chart a course for phasing, funding, and implementation of the approved Trail Plan, including cost estimation, funding identification and required environmental review and permitting. Stakeholder and public input is proposed as an optional task and may be an important component of the planning process. The Trail Plan is needed as a next step to define a feasible alignment, achieve consensus on planning objectives, and to identify specific trail improvements that can be funded for implementation by the City.

Project Issues. The placement of trails within sensitive visual natural resource areas and adjacent to residential properties is a widely debated issue. Constraints that need to be considered in alignment selection and design include:

- Sensitive habitat, including species that are subject to State and federal water quality regulations and streambed protection.
- Steep, erosive, and potentially unstable slopes.
- Stream and crossings, flooding.
- Narrow roadways.
- Private property.
- Historic/cultural resources.

Local, state and federal planning agencies have adopted plans that call for multi-use public access within natural areas that will increase the public's awareness of our rich natural environment. However, many community members and regulatory agencies are concerned about trail impacts to sensitive habitat, private property disruption, safety and accessibility of trails, and the safe design of trails and bikeways

along roads and highways. In addition to the City's partner agencies and community members, developing workable solutions involves close collaboration among scientists, planners, and engineers from many disciplines.

Our team values the importance of efficiently combining technical information, planning expertise, and stakeholder and public meeting facilitation skills to achieve consensus regarding public access. We believe our approach works well to synthesize complex issues into successful project solutions. We are experienced in low-impact trail design, road safety feasibility analysis, trail alignment, and components of trail/bikeway design to minimize potential impacts.

Optional Community Involvement. One potentially important component of the Trail Study would be working with project stakeholders, including agencies, property owners and members of the public, to develop a Plan that reflects community concerns yet provides opportunities for a continuous trail, with safe and enjoyable public access in a treasured environment. For the Trail Study, City staff, members of the community and individual stakeholders are resources with a vast amount of knowledge regarding trail features, locations, potential alignments and connections problem areas, points of interest, sensitive areas, etc. We propose to facilitate one community meeting/workshop as an optional task to gain public input for use in the Final Study Report.

Mapping and GIS. The work products, including draft trail maps, and the final report will be map- and graphics-oriented. We will utilize existing databases for development of the existing conditions (natural resources) information, together with new field inventory data, also useful for the Opportunities/Constraints analysis. The locations and characteristics of existing trailhead areas, regional trails, and connection opportunities will be field inventoried for this project. We will request help from the City, County and other key interested parties in providing map and GIS data, including information on existing trails and public access facilities, as well as parcel and ROW/easement information. This will include use of LA County and other local GIS data sources, CERES, and information obtained from State and Federal agencies. Property information, including select Record of Survey information, will be obtained from sources such as the County Assessor's GIS database and/or Parcelquest. The compiled information will largely be summarized in tables, with sketches, notes, and ground photos illustrative of concepts hot-linked to the map products in a comprehensive geodatabase. We anticipate the mapping will be presented at a scale of 1" = 500' or 1,000', with "detail" areas at 1" = 200'. We will emphasize the development of clear, concise, and easily understood maps and supporting photographs, tables, and line drawing sketches. The geodatabase and metadata will clearly show the origin of all of the field inventoried and compiled data used to support decision-making and recommendations on alternatives and route selection.

Field Inventory and Environmental/Engineering Analysis. An environmental/engineering feasibility and cost analysis will be completed, based on the compiled geodatabase and a reconnaissance inventory of existing connector trails and potential alignments. The inventory will most efficiently be accomplished by using a pre-assembled trail log recording form that will be filled out in the field and that will note existing conditions, opportunities, hazards, constraints, and possible solutions, including a space for comments. The trail log can be prepared using a GPS and laptop, PDA, or GPS-enabled camera, with data recorded on the fly. Conceptual sketches and photographs of the existing conditions and proposed design solution can be prepared where appropriate, along with sketch engineered drawings.

The environmental work will consist of a screening analysis to identify significant issues and constraints, possible avoidance/minimization and mitigation measures to be incorporated in the preliminary design

(i.e., setbacks, buffers, landscape barriers and fencing, etc.) and the identification of the probable permits needed and the form of environmental document needed for CEQA review and approval. CEQA review and permitting costs will also be identified.

Draft and Final Trails Plan. We will assist the City by preparing Draft and Final Trail Plan/Report documents (20% concept plans) that compile the results of all of the prior tasks. The Trail Plan will also reflect the results of any optional community meetings and public workshops.

We will review early on in the planning process the proposed format and contents of the Trail Plan, and provide example map graphics for approval by City's project manager. The actual Trail Plan will be richly illustrated with photographs, maps, sketches, diagrams, tables and charts, and plan sheets, with most of the data organized both by segment and by property owner or agency. In some cases, the tables, photographs and maps will be hot-linked to the Plan Sheets. We will provide summaries of the trail system and develop costs for each segment and/or sub-areas.

Construction Cost Estimate and Implementation Plan. This will include the development of Construction Cost and Operational Cost Estimates, and a brief Feasibility Analysis by comparing project costs per unit (mile) with other nearby and funded bikeway/trail projects, and identify potential sources of funding, such as grants. The Financial feasibility Analysis will also identify property owners/stakeholders, and their level of interest, support, and commitment to the project. The Implementation Plan will identify potential funding and possible opportunities for construction associated with other projects.

We will emphasize use of summary tables, charts, diagrams, and map graphics to identify recommended project priorities and implementation scheduling, lead or implementing agencies for trail design and construction, trail management entities, design standards, and planning level construction design, environmental review and permitting, mitigation, and construction costs.

Work Tasks

Task 1: Existing Conditions Inventory and Report

We will prepare an Existing Conditions Report, providing all relevant background information for developing the Trail Plan. We understand that some of the information already exists and is available from the City and County, but that some new field data collection will be necessary. All of the information will be compiled in a geodatabase. In preparing the Existing Conditions Report, we will collect, review and initiate a document library, GIS map and database of information from documents provided by the City and data obtained from the Los Angeles County GIS and other sources. We will expand on data collection to include all available sources of existing conditions data, storing all data in a location that will be available via the internet for the team to access. The following are key Existing Conditions work scope items:

1. Property Ownership and property line boundaries

Initially this will be compiled from information available from the County assessor or from Parcelquest. This will include property ownership information and parcel boundaries. Publicly owned property will be highlighted. The parcel boundary information will be overlain on the 2-foot contour topographic map and digital aerial assembled in task 3, using a "best fit" approach.

Existing easement information for public access purposes will be collected from property records for limited trail alignment alternatives that initially appear feasible.

2. Streets & Utilities

Information on streets and utilities (sewer, water, pipelines, etc) will be compiled from information obtained from the City and the LA County GIS, utility company information, aerial imagery interpretation, Thomas Brothers electronic atlas, and from observations and GPS mapping made during the field reconnaissance.

3. Topography, Geology/Soils, Hydrology

Questa will develop information on topography, geology/soils, and hydrology for an opportunities/constraints analysis. This information will be compiled and analyzed in this task, assembled from LA County GIS and other agency and public domain websites, such as USGS, NRCS, and CA Geological Survey. Information for topography and contours for base mapping will be assembled from the County's available 2-foot contour LiDAR and high resolution imagery mapping (LAR IAC). We confirmed with Mark Greninger, head of LA County GIS, that this information covers the project area and can be made available to the consultant through the City.

The assembled information will include:

- Topographic base map (2-ft contours)
- Slope map
- Unstable geologic formations/landslides/debris flow
- Highly erosive soils
- Floodplains/areas of frequent flooding.
- Streams and Waterways.

Optional Task: Ground Survey:

We believe there is sufficient parcel boundary and topographic information available to complete a preliminary engineering design, and recommend ground survey work be deferred until an exact alignment has been selected and field staked. For cost efficiency reasons, the ground survey work, including further title search work could be deferred until the next phase, or completed with this phase. We have shown as a cost option, a contingency to do the ground survey work on the approved and field staked alignment. The survey work could also include associated ROW work, such as development of boundary information and descriptions for easement acquisition, if the trail is on private property and there are willing sellers, or is on public property not owned by the City.

4. Biology

Biological Data Review. Rincon biologists will review available information provided by the City and LA County GIS, CERES, CNDDDB and other sources to assess the resources present within the trail corridor. Rincon's scope includes one day for a staff person to visit the City office to gather available reports and information. This information may include biological resource reports for projects that overlap the study area, environmental documents (EIRs, IS/MNDs), database searches (e.g., CNDDDB), maps, species lists provided by the resource agencies, inventories or

assessments conducted by State, federal, municipal, or County agencies, or other such documents that are made available. Rincon will review and compile this information to identify the habitats present in the trail corridor and the sensitive species of plants and animals likely to occur along the corridor.

Biological map related data associated with the review will be put into a standardized format, and cataloged into a common master geodatabase. This task will help to ensure that all of the project team's products are compatible with the City's own electronic mapping and GIS programs.

Biological Field Inventory. Rincon biologists will conduct a field inventory of the proposed trail alignment alternatives. One day has been allotted for this task. This task will entail a botanist and wildlife biologist conducting spot checks along the trail corridor to verify vegetation types and potentially sensitive habitat along the corridor as mapped from aerial photographs and existing information. The field inventory for biological resources will largely involve field verification of information gathered during the literature review. Rincon will field verify the general condition of previously identified sensitive habitat areas to the extent that they are accessible to the surveyors. No species specific surveys or formal delineation of wetlands would occur as part of this task, but rather a description of the habitats present and an assessment of their ability to support special-status species would be made. Rincon biologists will use the field inventory standard developed by Questa to compile the data.

Rincon's GIS and Graphics team will be responsible for the assimilation and development of data collected by field biologists. This data will be collected primarily through the use of Global Positioning System (GPS) units as well as through the digitization of field markups. This effort will primarily involve modification of feature boundaries where inconsistencies are found to exist between ground truthing and previously acquired datasets. Limited digitization is assumed.

5. **Cultural Resources Review.** Rincon will conduct a study of cultural resources for the proposed project that will include an Existing Conditions Report and Opportunities and Constraints Report, based on a review of existing information at the Regional Information Center. This study will be overseen by qualified archaeologists and historians. For the purposes of this scope of work, Rincon assumes that the cultural resources review will be under the California Environmental Quality Act. If review under the National Environmental Policy Act is also required, additional work to address Section 106 of the National Historic Preservation Act would be required, and a budget augment would be necessary.

The Rincon team will conduct background research and a field survey to identify cultural resources that may be present in the project area. This background research and field survey will provide the baseline conditions information for cultural resources and will be included in the Existing Conditions Report.

Background research will include a records search of documents on file at the Central Coast Information Center, the University of California Museum of Paleontology in Berkeley, and the Natural History Museum of Los Angeles. This records search will include a review of local and county historic resource inventories as well. The Native American Heritage Commission (NAHC),

individual Native Americans identified by the NAHC, and local historical societies will be contacted for any information or concerns they may have about cultural resources in the project corridor. Information obtained from the background research on the locations of archaeological, historic architectural, and paleontological resources will be identified in a table in the existing conditions report and uploaded to a GIS base map for project planning purposes.¹

Existing Conditions Data Synthesis & Presentation: We will synthesize all data collected into a summary report with clear, user-friendly maps and an existing conditions element of the overall Trail Plan. The maps and report will focus on the geographic areas and subjects pertinent to the trail alignment alternatives under consideration, and will include:

- Existing and proposed formal and informal trail network in the project area, including information (for existing trails) on trail condition, ownership, use, and level of management.
- Trailhead parking areas, including approximate capacity of each area and evaluation of the adequacy and other management issues.
- Properties or easements owned by public agency or non-government organizations with public access as part of their mission.
- Accepted or outstanding vertical and lateral Offers to Dedicate (OTDs) public access easements, Deed Restrictions, etc.
- Areas of interest to walking, cycling, and/or motoring travelers including significant scenic, historical, and natural features, scenic viewpoints, lodging/camping facilities, restaurants and grocery stores, publicly accessible restrooms, and retail shopping areas.
- Environmentally sensitive habitat areas as can be determined from existing information and field surveys.
- Identification of private lands that connect or are adjacent to public lands within the general alignment.

A component of the Existing Conditions Report will be a written summary of opportunities and constraints, adding any factors that have a geographic element to the geodatabase that affect trail planning and decision making. The Opportunities and Constraints Summary will be brief, and graphic- and tabular-oriented, with the objective of discriminating among trail alignment alternatives and identifying key CEQA and regulatory permit issues.

Opportunities

Opportunities to be considered include but are not limited to:

- Public and private lands that can support hiking and cycling trails to and along roadways and away from motor traffic, specifying the type of use that could likely be accommodated.
- Potential trail linkages between existing trails and public and private lands and areas of interest including private lands.

¹ Access to archaeological and paleontological site location data must be restricted, however, and would be available to those directly involved with project planning and implementation on a need-to-know basis. Archaeological site location information will be withheld from public review per CEQA Guidelines Section 15120(d).

- **Restoration/Mitigation Opportunities:** Based on the existing information and the results of the field inventory, the Project Team will provide an analysis of opportunities that the project may incorporate with respect to restoration of degraded habitat areas for mitigation, if needed. The approximate location of degraded areas that have been identified during the literature review and field inventory will be shown on the maps and general prescriptions for restoration will be discussed. Detailed restoration plans would not be developed as part of this scope and budget.

Constraints

The Opportunities and Constraints Summary will identify specific constraints, based on the inventory and analysis of existing conditions, including:

- Archaeological areas
- Public/private right-of-way
- Landslide, debris flow or extremely high erosion hazard or other geologically hazardous areas
- Other engineering challenges
- ADA requirements
- Permit requirements
- CEQA/NEPA requirements
- FEMA designation
- Public and Private Land Holdings
- Sensitive habitat (including seasonal limitations and alternatives)
- Water crossings/existing bridges

Task 2: Proposed Trail Alignment Alternatives/Options

Working closely with City staff, we will define proposed trail alignment alternatives or options. In areas with significant constraints, including ROW, an interim (short-term) alignment may be proposed along with one or more long-term options.

Segmentation: To facilitate presentation of the information, the trail alignments will be broken into logical segments. For each segment, the Trail Plan we will develop the following information:

- Map showing the trail alignment(s), areas of interest, public and publicly accessible lands. The map will differentiate between interim and potential future alignments and connections, where applicable. The preliminary trail alignment alternatives map will also differentiate between the types of users that will be served by various alignments, as needed.
- Written description of segments highlighting the previously described key opportunities and constraints. The report will include brief recommendations for addressing any constraints that the proposed alignment will encounter.
- Analysis of support facilities that would be needed, including parking, restrooms, drinking fountains, bike racks, highway underpasses, walkways on bridges and boardwalks, bus stops and pullouts.

- Preliminary analysis of the proposed alignments consistency with relevant local and regional policies.

Trail Alignment Maps

We will prepare maps showing the trail alignment(s), relevant features and destinations, public and publicly accessible lands for each segment, showing interim and potential future alignments, and indicating the types of users that will be served by various alignments. The maps will include cross sections and enlarged plan areas if necessary to clearly depict the location and configuration of the proposed trail(s) and associated features such as any needed bridges or drainage structures. Alternative alignments will be highlighted where applicable.

Trail Alignment Descriptions

We will describe any identified trail segments, highlighting key opportunities and constraints and identifying the recommended trail alignment(s). The report will include brief recommendations for addressing any constraints that the proposed alignment will encounter. The features, pros and cons of alternatives will be described and quantified where applicable.

We will work with City staff to prepare a draft of the trail alignments for review by stakeholders and the public.

Task 3: Preliminary Trail Plan and Report

We will consolidate the products of all previous Project Team tasks in developing a Preliminary Trail Plan, made available electronically and in hard copy.

In producing the Preliminary Trail Plan and Report, we will organize the products of previous tasks into a high-quality report format with introduction and transition sections, illustrative graphics, clear color maps, and detailed information contained in appendices, where applicable. Presentation-scale color plots of trail alignments and preliminary design elements/sections will be prepared to complement the report.

Cost Estimates

Based on standard trail design criteria and the length of proposed improved or new trail segments, we will prepare an overall table of trail quantities and characteristics, and use it to prepare an estimate of the cost of planning, design, permitting, construction, management and maintenance of the trail system.

Administrative Draft Review

We will transmit the draft Trail Master Plan/Report, including draft trail alignment maps and the recommended alignment and descriptions, preliminary design, and costs for review by the City. We will revise them in response to a consolidated set of comments:

Public Draft and Final Trail Plan and Study Report

Based on City comments and any stakeholder and/or public review of the draft Trail Plan/Report, we anticipate that the City will provide a consolidated set of directions for revision of the Drafts, and we will finalize the Existing Conditions, Opportunities and Constraints and draft Trail Plan and Report for public review. A public draft of the Existing Conditions/Opportunities and Constraints Report and Trail Alignment Alternative maps and descriptions will be provided to the City for posting and distribution, and a recommended public meeting.

Task 4: Implementation Plan and Environmental Review

The Implementation Plan will be prepared as a part of the Draft or following direction of the recommended Final Plan. It will identify next steps necessary to implement the Plan, in addition to also identifying requirements to operate and maintain the trail system, including costs, CEQA environmental review recommendations (i.e., IS/MND or EIR), Right of Way acquisition (if any), mitigation or avoidance/minimization measures, and regulatory permit requirements.

We will prepare a Draft Implementation Plan that provides information based on financial and implementation feasibility, property owner/stakeholder interest, and expected level of use. The next steps to address significant constraints and other actions to implement each priority project will be detailed, including responsible parties in addition to the City (if any), supporting, reviewing and/or approving parties, and any potentially needed legislative actions. This will include actions to secure funding.

As part of the Implementation Plan, we will provide a summary of current funding opportunities related to trails, and match funding opportunities to the project implementation steps in a brief Action Plan. The trail project will be matched to potential funding programs, and the specific program criteria.

Fee Proposal (separate envelope)

We have submitted a Fee Proposal in a separate envelope, including personnel hours and costs by task.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Total Project Cost: \$24,925

Optional Tasks will be included at the discretion of the City

Proposal for Trail Study Services for the Agoura Hills Recreation Center Trailhead

COST ESTIMATE

TASK DESCRIPTION	QUESTA ENGINEERING				RINCON				TOTALS	
	Principal-in-Charge/PM \$165.00	Sr. Landscape Architect/Planner \$145.00	Project Engineer \$110.00	Staff GIS/Graphics Specialist, Landscape Architect \$65.00	Principal \$180.00	Senior Supervisor \$160.00	GIS/Graphics Analyst \$75.00	Professional Analyst \$95.00	Total Hours by Task	Total Fees by Task
Task 1: Existing Conditions Inventory and Report	6	11	8	20	6	16	20	24	111	\$12,185
Task 2: Proposed Trail Alignment Alternatives/Options	6	16	8	18					48	\$5,360
Task 3: Preliminary Trail Plan and Report	6	8	4	20					38	\$3,890
Task 4: Implementation Plan & Environmental Review	6	6		6	2			4	24	\$2,990
SUBTOTAL HOURS	24	41	20	64	8	16	20	28	221	-
TOTAL LABOR BY TEAM MEMBER	\$3,960	\$5,945	\$2,200	\$4,160	\$1,440	\$2,560	\$1,500	\$2,660	\$24,425	

DIRECT EXPENSES	
Printing and Reproductions	\$50
Travel	\$400
Misc. Supplies and Materials	\$50
TOTAL EXPENSES	\$500
TOTAL PROJECT COST	\$24,925

OPTIONAL TASKS	
Community Workshop	\$3,000
Ground Survey of Approved Alignment	\$12,000