



REPORT TO CITY COUNCIL

DATE: FEBRUARY 11, 2015

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: RAMIRO S. ADEVA, PUBLIC WORKS DIRECTOR/CITY ENGINEER 

SUBJECT: APPROVAL OF A PROFESSIONAL DESIGN SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR ENGINEERING DESIGN SERVICES FOR THE KANAN ROAD/AGOURA ROAD ULTIMATE INTERSECTION IMPROVEMENTS PROJECT

This report seeks City Council approval to enter into a professional design services agreement with Kimley-Horn and Associates, Inc. for engineering design services for the ultimate intersection improvements at Kanan Road and Agoura Road. This agreement will provide complete construction plans, specifications and estimates for the ultimate intersection improvements.

On October 8, 2014, City Council authorized staff to solicit proposals from professional engineering design firms for the ultimate intersection improvements at Kanan Road and Agoura Road. On January 20, 2015, the City received proposals from two (2) prospective firms: Kimley-Horn and Associates, Inc. and Onward Engineering.

A selection committee was formed, comprising of City personnel. After the committee reviewed and evaluated the proposals, the selection committee unanimously selected Kimley-Horn and Associates, Inc. as the most experienced and qualified for the project and to meet the City's expectations. Kimley-Horn and Associates, Inc. has an exceptional reputation in the industry and an excellent current and past working relationship with the City.

Kimley-Horn's cost proposal came in favorably, as well, at \$299,986.00, which was over \$124,000 less than Onward Engineering's cost of \$424,673.00. The cost of this contract will be covered 100% by Measure R. The Kanan and Agoura Road Signalized Intersection Project, formerly the Kanan/Agoura Roundabout Project, is included as part of the Los Angeles County Metropolitan Transportation Authority's (Metro) Long Range Transportation Plan (LRTP). This project is to receive Measure R funding for design, environmental mitigation, right-of-way acquisition and construction.

The design phase of this project is anticipated to take approximately 9-10 months to complete, with an estimated completion date of January 2016. The design improvements of the intersection will consist of establishing horizontal and vertical

alignments for a widened intersection with right turn pockets and turn pocket storage lengths at all the approaches, Class II bike paths on both sides of Agoura Road, widened sidewalks, and landscaped medians. The final design shall also integrate and coordinate with the AVSP. The new signalized intersection shall be designed as a “gateway” to the City, with much attention placed on the aesthetic appeal 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 professional services agreement with Kimley-Horn and Associates, Inc.; and
2. Authorize the Mayer to sign the agreement on behalf of the City Council.

DESIGN PROFESSIONAL CONSULTANT AGREEMENT ROUTING SLIP FOR

Kimley-Horn and Associate, Inc.

Design Professional Consultant Name (\$25K and Over)

Attached, Please Find (Check One of the Following Boxes Below):

- | | |
|--|--|
| <input type="checkbox"/> Standard Template with No Changes | <input type="checkbox"/> Outside Agency Agreement (i.e., County, State, etc.)
Complete Sections 1 and 2 |
| <input checked="" type="checkbox"/> Standard Template – WITH CHANGES
Complete Sections 1 and 2 | <input type="checkbox"/> Special Agreement (i.e., Customized)
Complete Sections 1 and 2 |

Section 1 – OBTAIN APPROVAL(S) FOR CHANGES TO TEMPLATE: The Department Head will authorize any amendment(s). Check with the Risk Manager for insurance and/or template amendments **BEFORE** contacting the City Attorney. If authorized to contact the City Attorney, attach the email response (approval) to this slip. Submit the draft agreement to the City Clerk for review, prior to forwarding to Contractor for signatures.

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

Section 2 – FINAL DISTRIBUTION OF AGREEMENT:

Attach this routing slip to front of agreement and route to staff in numerical order (1-3) to the right. City Clerk will review format and return to Department for Contractor signatures. When signed, submit the final agreement, including the appropriate certificate of insurance and endorsement, with this completed routing slip, to the City Clerk who will review and forward to the Risk Manager for review and approval. Agreements without the appropriate insurance attached will be returned to the department. Once approved, the City Clerk will execute the agreement and provide a copy to the Contractor and the staff person (in Item No. 1).

- 2/4/2015
Prepared by (Staff Name/Date)
- 2/4/15
Department Head - Date
(Authorization to forward to Risk Mgr/Clerk)
- _____
City Clerk – Sign/Date Final Review

Initial/Date – Format Review
- _____
Risk Manager – Date
(Insurance Review/Approval)

Notes:

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

NAME OF CONSULTANT: Kimley-Horn and Associates, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Robert Blume, P.E.
CONSULTANT'S ADDRESS: 660 South Figueroa Street, Suite
1040
Los Angeles, CA 90017
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Charmaine Yambao
COMMENCEMENT DATE: March 1, 2015
TERMINATION DATE: June 30, 2016
CONSIDERATION: Contract Price
Not to Exceed: \$299,986.00/yr

ADDITIONAL SERVICES *(Describe Services, Amount, and Approval):*

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 KIMLEY-HORN AND ASSOCIATES,
INC.**

THIS AGREEMENT is made and effective as of February 11, 2015, between the City of Agoura Hills, a municipal corporation ("City") and Kimley-Horn and Associates, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on March 1, 2015, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2016, 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. 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 Two Hundred Ninety-Nine Thousand Nine Hundred Eighty-Six Dollars and Zero Cents (\$299,986.00) ("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 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, 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.

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: **Kimley-Horn and Associates, Inc.**
660 South Figueroa Street, Suite 1040
Los Angeles, CA 90017
Attention: Robert Blume, PE, Principal-in-
Charge/Associate

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

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Kimley-Horn and Associates, Inc.
660 South Figueroa Street, Suite 1040
Los Angeles, CA 90017
Attention: Robert Blume, PE, Principal-in-
Charge/Associate
Office Number 213-261-4040

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:

A.1 DESIGN PHASE SERVICES

Task A.1.1 Data Collection and Project Set-up – Provide, collect and review all necessary data to complete the design. The data may include, but is not limited to, preparing studies, visuals, hydrology/drainage reports, geotechnical reports, traffic counts, record plan research, utility research, field investigations, field surveys; and other design documents, files and reports, as provided by the City.

Task A.1.2 Kick-Off Meeting – Consultant will arrange and participate in a kick-off meeting to establish a Project Management Team consisting of involved Consultant staff and City staff. The purpose of this meeting is to review the project scope, clarify issues, establish working relationships, and review and verify mutual understanding of contract administration issues.

Task A.1.3 Project Administration and Management – Consultant will be responsible for communicating regularly with City staff on the progress of the aesthetic plan and design. Communication with City staff will be key in the timely review and approval of all design submittals. A Project Schedule will be required to be maintained throughout the duration of the Project, which will include key elements, such as aesthetic plan and environmental analysis, to approval of final plans, specifications and estimate.

Task A.1.4 Aesthetic Plan and Concept(s) of Monument/Gateway Entrance – Consultant will prepare and present both an aesthetic plan and design concept(s) of monument/gateway entrance, which should include a landscape palette and use the City's AVSP as a guideline. The landscape palette should also consider the Agoura Widening Project's landscape palette for smooth transition between both project areas. The aesthetic plan and monument/gateway concept(s) shall be reviewed and approved by the City prior to starting the final design. Consultant should prepare for at least 3-4 presentations to City Staff, subcommittees and/or City Council. Any plans and/or layouts submitted shall use a 1"=20' scale.

Task A.1.5 Plans, Specifications and Opinion of Probable Cost (PS&E) – Consultant will provide 35%, 65%, 95% and Final design submittals. For the 35% design submittals, right-of-way issues and consideration of existing oak trees shall be identified. For the 65% design submittal, both the aesthetic plan and monument/gateway concept shall be approved by the City and any permits and utility coordination required for construction of project clearly identified. For the 95% design submittal, the PS&E package shall be submitted. All submittals shall be reviewed by the City and comments received shall be addressed by the Consultant before each subsequent submittal phase.

Plans shall include, but not necessarily be limited to, Title and Notes, typical pavement sections, vertical and horizontal layout, grading plans, construction details plans, utilities layout, storm drain layout, signing and striping layout, traffic signal plan, street lighting plan, tree removal/relocation plan, demolition plan, existing and proposed right-of-way, property boundary lines with APN, hardscape plans, landscape plans, irrigation plans, planting and irrigation detail plans and design details for monument/gateway entrance and other aesthetic enhancements. Civil Plans shall use a 1"=20' scale.

Specifications shall be formatted to City's standard specification format and include the City's front end documents (Notice Inviting Bids, Instructions to Bidders, Proposal with Bid Schedule and General Provisions). Technical Specifications shall be to Greenbook numbering format, starting at 700 series.

Opinion of Probable Cost shall also be provided in Excel format. The City may request a Project estimate cost prior to the 95% design submittal for budgeting purposes and updates to City Council. Estimates

should be available at all stages of the submittals. Upon completion of the Project, plans, specifications, opinion of probable cost, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared for this Project shall be submitted to the City on a CD. All plans and drawings shall be submitted in CAD format.

Task A.1.6 Project Meetings – Consultant shall plan to attend progress meetings that will be made with the 35%, 65%, 95% and Final Design submittals. Consultant should also prepare to attend additional 3-4 meetings with subcommittees and/or City Council.

Task A.1.7 Informational Meetings (Public Relations) – Consultant will be responsible for assisting and coordinating a public information session, which may include preparation of exhibits, handouts, cost estimates, anticipated construction schedule, etc. The Information Meeting will allow the public to ask questions about the project. The date, time and location of such an event will be coordinated with City staff.

Task A.1.8 QC/QA – Consultant will provide on-going quality assurance/quality control (QC/QA) review of documents included in the tasks above.

A.2 Environmental Analysis/Supplemental EIR Documentation Phase

Task A.2.1 Project Initiation – Consultant shall provide a definition of project description and delineation of project study area consistent with CEQA Guidelines.

Task A.2.2 Communication/Meetings – Consultant shall coordinate a Kick-Off meeting for the environmental analysis phase of the Project, consisting of Consultant staff and City staff. Consultant shall plan to communicate regularly with staff on the progress of the environmental analysis and preparation of the Supplemental EIR. Consultant should plan on meeting with City staff at least 2-3 meetings.

Task A.2.2.a Planning Commission – Consultant shall prepare to attend at least 2 meetings to present the project and Supplemental EIR to the AVSP for approval.

Task A.2.2.b City Council Meetings – Consultant shall prepare to attend at least 2 meetings to present the project and supplemental EIR for adoption by the City Council.

Task A.2.3 Technical Analysis – Consultant will conduct all required technical analysis for the project. Technical studies will be prepared and shall contain sufficient level of analysis to make subsequent determinations pursuant to CEQA for a Supplemental EIR.

Task A.2.4 Preparation of Supplemental EIR – Consultant will prepare and provide an Administrative, Draft and Final Supplemental EIR. The administrative draft is for review and approval by the City. The Draft is for public circulation and the Final shall incorporate responses to the public comments received and required revisions. Consultant shall coordinate adoption of Final Supplemental EIR with preparation of necessary documentation. The City will prepare all public noticing for the EIR, the NOA, the NOC and the NOD.

Task A.2.5 Environmental Permitting – Consultant shall determine if any environmental permits are required for the project. If any are required, Consultant shall prepare permit applications/notifications for the project, submit to appropriate resource agencies and obtain necessary permits.

A.3 RIGHT-OF-WAY DOCUMENTATION AND COORDINATION SERVICES

Task A.3.1 Legal Descriptions and Plats – Consultant will prepare legal descriptions and plats for all properties identified under the environmental analysis and 95% Design Plans as requiring right-of-way entry, whether temporary or permanent. These documents and any other required supporting documents for completion of appraisals for right-of-way process.

Task A.3.2 Preparation of Supporting Documentation for Negotiations – Consultant will prepare exhibits, estimates and visual documentation for right-of-way negotiations and meetings.

Task A.3.3 Modifications – As part of preparation of Final Plans, any modifications relating to right-of-way issues will need to be included and plans modified, accordingly.

EXHIBIT B
PAYMENT RATES AND SCHEDULE



■
660 S Figueroa St
Suite 1040
Los Angeles, California
90017

KIMLEY-HORN AND ASSOCIATES, INC.

HOURLY RATE SCHEDULE

ADMINISTRATIVE SUPPORT.....	\$90.00
PROJECT ENGINEER.....	\$125.00
PROJECT SUPPORT	\$130.00
PROJECT MANAGER.....	\$170.00
LANDSCAPE ARCHITECT	\$210.00
ROADWAY ENGINEER.....	\$215.00
SR. ENGINEER/QC-QA.....	\$235.00
PRINCIPAL IN CHARGE.....	\$250.00

Note: Billing Rates are reviewed yearly and are adjusted effective July 1 each year based upon market conditions