



**REPORT TO CITY COUNCIL**

**DATE: MARCH 9, 2016**

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

**FROM: GREG RAMIREZ, CITY MANAGER** 

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

**SUBJECT: APPROVAL OF A CONSULTANT SERVICES AGREEMENT WITH L. NEWMAN DESIGN GROUP, INC. FOR AN ARTERIAL STREETScape MASTER PLAN (ASMP)**

---

On January 28, 2016, staff released a Request for Proposals (RFP) for the development of an Arterial Streetscape Master Plan (ASMP). The overall objective of this project is to generate a document which contains options for the landscaping and hardscaping for the following arterials:

- Kanan Road (from northerly to southerly city limit)
- Thousand Oaks Blvd (from westerly city limit to the easterly terminus, just east of Carell Ave)
- Reyes Adobe Road (from northerly terminus at Lindero Creek bridge connecting to Yerba Buena Elementary School to southerly terminus at intersection of Reyes Adobe Road and Agoura Road)
- Agoura Road (from westerly to easterly city limit)
- Liberty Canyon (from northerly to southerly city limit)

On February 23, 2016, the City received the following proposals, listed in no particular order:

	COST
Nuvis	\$ 50,006.00
L. Newman Design Group (LNDG)	\$ 51,780.00
MIG	\$ 49,880.00

Staff reviewed and evaluated the proposals, and determined that LNDG was the most qualified for this contract. LNDG is currently working with the City on the Kanan-Agoura Ultimate Intersection design.

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

## **RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Approve the consultant services agreement with L. Newman Design Group, Inc.
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Contractor Services Agreement

**Attachment A**

**City of Agoura Hills' Professional Services Agreement**

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

<b>NAME OF CONSULTANT:</b>	<b>Name of Company</b>
<b>RESPONSIBLE PRINCIPAL OF CONSULTANT:</b>	<b>Attn: Robert Bombardier</b>
<b>CONSULTANT'S ADDRESS:</b>	<b>31300 Via Colinas, Suite 104 Westlake Village, CA 91362</b>
<b>CITY'S ADDRESS:</b>	<b>City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager</b>
<b>PREPARED BY:</b>	<b>Ramiro Adeva</b>
<b>COMMENCEMENT DATE:</b>	<b>March 10, 2016</b>
<b>TERMINATION DATE:</b>	<b>June 30, 2016</b>
<b>CONSIDERATION:</b>	<b>Contract Price Not to Exceed: \$51,780.00</b>

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

---

---

---

---

---

Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Authorized By: \_\_\_\_\_  
*(Not to Exceed 10% of Contract Price)* City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF AGOURA HILLS AND L. NEWMAN DESIGN  
GROUP, INC.**

**THIS AGREEMENT** is made and effective as of March 10, 2016 , between the City of Agoura Hills, a municipal corporation ("City") and L. Newman Design Group, Inc ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**TERM**

This Agreement shall commence on March 10, 2016, 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.

**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.

**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.

**PAYMENT**

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 Fifty One Thousand Seven Hundred Eighty Dollars and Zero Cents (\$51,780.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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.

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.

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

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.

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.

### **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."

### **OWNERSHIP OF DOCUMENTS**

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.

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.

### **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.

### **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.

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

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

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.

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.

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

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

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.

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.

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.

Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

**INDEPENDENT CONSULTANT**

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.

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.

### **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.

### **RELEASE OF INFORMATION**

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.

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.



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.

### **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.

### **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**

\_\_\_\_\_  
Harry Schwarz,  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
*Date Approved by City Council:* \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**CONSULTANT**

L. Newman Design Group, Inc.  
31300 Via Colinas, Suite 104  
Westlake Village, CA 91362  
Attention: Robert Bombardier  
818-991-5056

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:***

#### **Project Goals**

The overall objective of this project is to generate a document which contains options for the landscaping and hardscaping for the following arterials:

- Kanan Road (from northerly to southerly city limit)
- Thousand Oaks Blvd (from westerly city limit to the easterly terminus, just east of Carell Ave)
- Reyes Adobe Road (from northerly terminus at Lindero Creek bridge connecting to Yerba Buena Elementary School to southerly terminus at intersection of Reyes Adobe Road and Agoura Road)
- Agoura Road (from westerly to easterly city limit)
- Liberty Canyon (from northerly to southerly city limit)

The ASMP should have a distinct vision, shown through multiple cross sections, exhibits, and/or figures along each road segment as needed, based on the character and feel of the surrounding area. Landscape palettes, inclusive of trees and low-lying ground cover, should be planned with a drought-tolerant, water-conservative mindset. Hardscape palettes, including colors, textures, materials, lighting, etc. should also be considered and recommended.

The objectives of the City in the development of an ASMP include:

- Creating aesthetic, water-conscious, landscape and hardscape enhancements for the arterial road segments outlined in Section 1.
- Give policy-makers (i.e.: City Council, Planning Commission, etc) a means of conveying their visions on the appearance of the city's arterial roadways based on the options for hardscape and landscape outlined in the final plan.
- Ensure consistency of the City's capital roadway projects and developer's required roadway improvements to the visions set forth by the city's governing boards/policy-makers in formal documents such as, but not limited to, the General Plan and/or Agoura Village Specific Plan.

#### **Deliverables and Meetings**

- Drafts shall be made available at the 35%, 65%, and 95% levels for commenting by the City prior to the final draft being prepared for presentation to the Public Works Subcommittee and/or City Council.
- Final report should include exhibits, tables, text, and/or anything else that allows the City to understand the vision/intent of each roadway given the recommended streetscape(s).

- The Arterial Streetscape Master Plan shall be delivered in both paper and electronic (Adobe PDF and MS Word/Excel) formats.
- The Consultant shall meet as needed with the City to accomplish project tasks as outlined. Meetings expected between the Consultant and City shall include the following three meetings plus one additional meeting:
  - a. Project Kick-off meeting
  - b. Meeting with the Public Works Subcommittee
  - c. Meeting with/presentation to the City Council of final draft
  - d. One additional meeting that may, or may not, be utilized

The Consultant shall be responsible for preparing any handouts/visual aids that are needed for any presentations.

- Proposal should also include time to meet with City staff on a regular basis.
- The Consultant shall provide weekly schedule updates using Microsoft Project or other similar software as approved by the City Engineer.

### **Project Management**

The selected consultant shall work closely with City staff to develop a product that meets the City's expectations. Some of the data needed for the analysis is available through the City's GIS, archive of public improvement plans, and other various sources. Other data necessary to provide an accurate report shall be the responsibility of the Consultant.

In addition to meetings with City staff, the Consultant may need to meet and present the draft and final reports to other advisory committees, departments, and/or the City Council. These meetings shall require visual aides to sufficiently present the reports. The Consultant shall also be required to provide meeting minutes for these meetings for the duration of this project.

**EXHIBIT B**

**PAYMENT RATES AND SCHEDULE**



**EXHIBIT B**

**FEE PROPOSAL  
for  
"Agoura Hills Arterial Streetscape Master Plan"**

Date: February 22, 2016

Prepared By:  
L. Newman Design Group, Inc.  
31300 Via Colinas, Suite 104  
Westlake Village, CA 91362-4579

The following is our fee proposal for the Agoura Hills Arterial Streetscape Master Plan (ASMP) document for the City of Agoura Hills, California. The fees are based upon the design options for landscape and hardscape for the following arterials:

- Kanan Road (from northerly to southerly city limits)
- Thousand Oaks Boulevard (from westerly city limit to the easterly terminus, just east of Carell Avenue)
- Reyes Adobe Road (from northerly terminus at Lindero Creek Bridge connecting to Yerba Buena Elementary School to southerly terminus at intersection of Reyes Adobe Road and Agoura Road)
- Agoura Road (from westerly to easterly city limit)
- Liberty Canyon (from northerly to southerly city limit)

**TASK 1 – PROJECT MANAGEMENT, MEETINGS, COORDINATION and ADMINISTRATION**

- A. Kick-off meeting with the City  
Principal Landscape Architect #1  
4 hours @ \$160.00/hr ..... \$640.00
- B. Meetings with Public Works  
Principal Landscape Architect #1  
3 hours @ \$160.00/hr ..... \$480.00
- C. Meeting with presentation to City Council of final draft  
Principal Landscape Architect #1  
3 hours @ \$160.00/hr ..... \$480.00
- D. One additional meeting that may or may not be utilized (City Council)  
Principal Landscape Architect #1  
3 hours @ \$160.00/hr ..... \$480.00

E. Additional meetings with City staff on a regular basis, presentations to other advisory committees and departments, including meeting minutes for all meetings

Principal Landscape Architect #1  
50 hours @ \$160.00/hr ..... \$8,000.00

Clerical  
20 hours @ \$35.00/hr ..... 700.00

**SUBTOTAL – TASK 1..... \$10,780.00**

**TASK 2 – PRELIMINARY 35% DRAFT SUBMITTAL:**

The Subconsultant shall set up computer files from City's GIS, archive of public improvement plans and other various sources to begin preliminary design.

The Subconsultant shall provide overall composite preliminary landscape plans (possibly Google aerial maps), including landscape and hardscape for each of the five (5) streets, overall, various sections of streets, and vignettes of key intersections at a readable scale.

Principal Landscape Architect #1  
30 hours @ \$160.00/hr ..... \$4,800.00

Associate Landscape Architect  
60 hours @ \$75.00/hr ..... \$4,500.00

Landscape Draftsperson  
30 hours @ \$60.00/hr ..... \$1,800.00

**SUBTOTAL – TASK 2..... \$11,100.00**

**TASK 3 – PRELIMINARY 65% DRAFT SUBMITTAL: (Construction documents)**

The Subconsultant shall prepare 65% composite preliminary landscape and irrigation plans for the project area as described under the 35% Submittal.

Principal Landscape Architect #1  
30 hours @ \$160.00/hr ..... \$4,800.00

Associate Landscape Architect  
40 hours @ \$75.00/hr ..... \$3,000.00

Landscape Draftsperson  
30 hours @ \$60.00/hr ..... \$1,800.00

**SUBTOTAL – TASK 3..... \$9,600.00**

**TASK 4 – PRELIMINARY 95% DRAFT SUBMITTAL:**

The Subconsultant shall expand the 65% preliminary submittal to 95% for the project area.

Principal Landscape Architect #1 20 hours @ \$160.00/hr .....	\$3,200.00
Associate Landscape Architect 40 hours @ \$75.00/hr .....	\$3,000.00
Landscape Draftsperson 20 hours @ \$60.00/hr .....	\$1,200.00
<b>SUBTOTAL – TASK 4 .....</b>	<b>\$7,400.00</b>

**TASK 5 – PRELIMINARY FINAL 100% SUBMITTAL: (Construction documents)**

The Subconsultant shall complete the preliminary landscape and irrigation document to 100% for the project area.

Principal Landscape Architect #1 20 hours @ \$160.00/hr .....	\$3,200.00
Associate Landscape Architect 20 hours @ \$75.00/hr .....	\$1,500.00
Landscape Draftsperson 20 hours @ \$60.00/hr .....	\$1,200.00
<b>SUBTOTAL – TASK 5.....</b>	<b>\$5,900.00</b>

*REIMBURSABLE COST .....* Allowance..... \$7,000.00

**SUBTOTAL DESIGN PHASE TASKS 1- 5..... \$51,780.00**

---

**TOTAL (TASKS 1-5) – including reimbursable cost .....Not to Exceed \$51,780.00**

**Items not included in the above Subconsultant fees:** Optional item listed below for outreach services. If option is selected, the Consultant will add a 10% handling fee.

**OPTIONAL ITEM:**

1. Outreach services (see attached)

**PRELIMINARY SCHEDULE AND TIMELINE for MASTER PLAN DOCUMENT:**

- TASK 1:** Immediately after award of contract ..... 5 days
- TASK 2:** (35% submittal) Research, data collection, base maps,  
and brief concepts ..... 50 days
- TASK 3:** (65% submittal) Preliminary design draft ..... 30 days after City review
- TASK 4:** (95% submittal) Preliminary design draft ... 25 days after City Council review
- TASK 5:** (100% submittal) Final design document ..... 15 days after City review

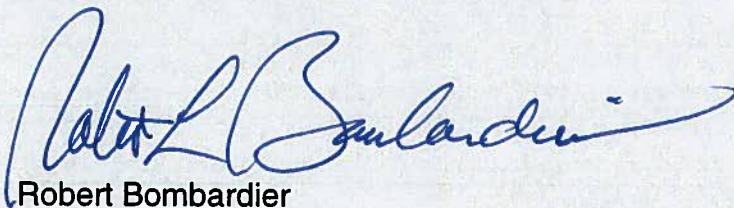
ESTIMATED TOTAL 125 days

NOTE: Tasks may overlap and overall time may be less than the total shown.

We look forward to our continued relationship with the City of Agoura Hills.

Sincerely,

L. Newman Design Group, Inc.  
ASLA, California State License #2464



Robert Bombardier  
President