

## REPORT TO CITY COUNCIL

**DATE:** JUNE 28, 2017

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

**FROM:** GREG RAMIREZ, CITY MANAGER 

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

**SUBJECT:** APPROVAL OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH KIMLEY-HORN AND ASSOCIATES, INC.

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Since 2007, Kimley-Horn and Associates, Inc. (Kimley-Horn) has provided the City with exceptional professional engineering services. Specifically, their contract scope of work includes, but is not limited to:

- Plan checking of public improvement plans, grading plans, hydrology/drainage reports, and subdivision maps.
- Traffic engineering services, which includes reviewing: technical traffic studies, land development projects, traffic control plans, public infrastructure plans, and environmental impact reports.
- Preparing the Pavement Management System (PMS) update.
- Providing in-house engineering design as-needed.
- Providing additional engineering assistance upon request.

In the summer of 2012, Kimley-Horn's initial contract was set to expire, so on June 27, 2012, they were awarded a new contract, which allowed three-years guaranteed work, with the option of two additional one-year extensions, for a total of five years.

On June 30, 2017, the City's contract with Kimley-Horn is set to expire once again. Rather than go through the process of seeking a new engineering consultant, staff feels it is in the best interest of the City to retain the services of Kimley-Horn, and award them another contract. This new contract would once again be for a guaranteed three-year term, with the option of two one-year extensions, for a total of five years.

Staff is making this recommendation based on the following reasons:

1. **Excellent Service:** Kimley-Horn's work product has been exceptional, providing technical expertise and advice for engineering-related issues. Since 2007, they have gained the confidence and trust from staff, the City Council, and the community as a whole. They have taken their role as extensions of staff seriously, and have performed their duties with the utmost responsibility.
2. **Competitive Rates:** Between 2007 through 2014, Kimley-Horn held their prices fixed with no rate increases. Although the new hourly rates requested are higher than the 2014 rates, they are within the fair market value for these types of

services. The table below compares the rates for similar engineering services from a different firm in the area. As you can see, Kimley-Horn offers competitive pricing.

**Rates By Classification Per Hour**

<b>Classification</b>	<b>Kimley-Horn</b>	<b>Comparable Firm*</b>
Technician	\$90	\$99
Support Staff	\$95	\$83-\$116
Technical Staff	\$110	\$100-\$139
Designer	\$120	\$134-\$139
Analyst	\$130	\$134-\$166
Jr. Professional	\$145	\$140-\$155
Traffic Engineer	\$175	\$180-\$196
Senior Professional	\$200	\$209
Principal	\$240	\$227

\*Cost ranges indicate minimum and maximum hourly rates based on classification level.

3. **Institutional Knowledge:** Over the past ten years, Kimley-Horn has fostered a great working relationship with staff, as well as the residents, business community, and developers. Their involvement in key issues related to major capital improvement projects has been instrumental in ensuring the public's health and safety remains the top priority. With so many high-profile, traffic-related projects currently being worked on (i.e., Agoura Road Widening, Kanan/Agoura Ultimate Intersection Improvements, etc), and so many more projects planned for years to come, staff believes changing consultants at this time would be a setback in our ability to deliver projects in a timely manner.

The proposed budget for FY 2017-18 covers the costs of these services through a combination of General Fund, Gas Tax, Measure M (Local), and Traffic Safety accounts.

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

**RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Approve the professional engineering services agreement with Kimley-Horn and Associates, Inc.
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Professional Services Agreement

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

NAME OF CONSULTANT: Kimley-Horn & Associates, Inc.  
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Sri Chakravarthy  
CONSULTANT'S ADDRESS: 660 South Figueroa St, Ste. 2050  
Los Angeles, CA 90017  
CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager  
PREPARED BY: Kelly Fisher  
COMMENCEMENT DATE: July 1, 2017  
TERMINATION DATE: June 30, 2020  
CONSIDERATION: Contract Price  
Not to Exceed: \$500,000/yr

<b>ADDITIONAL SERVICES</b> <i>(Describe Services, Amount, and Approval):</i>  _____  _____  _____  _____
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Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Authorized By: \_\_\_\_\_  
*(Not to Exceed 10% of Contract Price)* City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF AGOURA HILLS AND KIMLEY-HORN &  
ASSOCIATES, INC.**

**THIS AGREEMENT** is made and effective as of July 1, 2017, between the City of Agoura Hills, a municipal corporation ("City") and Kimley-Horn & 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 July 1, 2017, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of two years upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

**2. SERVICES**

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

**3. PERFORMANCE**

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

**4. 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 Five Hundred Thousand Dollars and Zero Cents (\$500,000) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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.

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. Any modifications made by City to any of the Consultant's documents, of any use, partial use or reuse of the documents, for purposes other than identified in this Agreement, without written authorization or adaption by the Consultant will be at the City's sole risk and without liability to the Consultant.

## **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 to the extent arising out of or incident to any negligent 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. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. 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.

F. 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.

G. 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.

H. 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: Kimley-Horn & Associates, Inc.  
660 South Figueroa St., Suite 2050  
Los Angeles, CA 90017  
Attention: Sri Chakravarthy

**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:

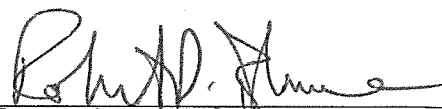
\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
Date Approved by City Council: \_\_\_\_\_


APPROVED AS TO FORM:

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

**CONSULTANT**

Kimley-Horn & Associates, Inc.  
660 South Figueroa St., Suite 2050  
Los Angeles, CA 90017  
Sri Chakravarthy  
213-261-4037

By:   
Name: ROBERT D. BLUME  
Title: VICE PRESIDENT

By:   
Name: Sri Chakravarthy, PE 73629  
Title: Assistant Secretary

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

KHACA  
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## EXHIBIT A

### TASKS TO BE PERFORMED

#### I. Engineering Services

##### A. Engineering Services

When requested:

1. Analyze CITY's needs and prepare, recommend, and administer long-and short-range programs consistent with the economic capabilities of the CITY.
2. Review and comment on planning programs and land development projects.
3. Recommend regulations and ordinances pertaining to engineering matters.
4. Advise CITY as to engineering and construction financing available from other governmental agencies and, when so requested, prepare and initiate application for such funding.
5. Perform technical plan review of public improvement plans submitted to the CITY, including, but not limited to, street improvements, sewer plans, storm drain plans, traffic-related plans (signal, signing and striping, traffic control, etc.) and grading plans.
6. Perform technical checks on land development projects, Final Maps and other Subdivision Map Act documents, submitted to the CITY for approval.

##### B. City Traffic Engineering Services

1. In the capacity of City Traffic Engineer, advise and assist CITY's departments, commissions, committees, and City Council and provide interface with regional and State transportation agencies.
2. Assess the potential traffic impact of proposed development/redevelopment projects.
3. When requested, prepare engineering reports to the City Council in response to requests for traffic calming and traffic control device installations and modifications such as stop signs, speed humps, crosswalks, traffic channelization and speed zones.
4. Prepare grant applications for funding from federal, state and regional agencies for traffic safety studies and improvements.
5. Identify, review, and develop recommendations for corrective measures at locations experiencing unusually high accident rates.
6. Provide technical advice to CITY's staff in connection with the maintenance and operation of CITY's traffic signal facilities, and any other traffic related items.

##### C. Public Works Permit And Inspection

When requested:

1. Provide construction observation of permit work on development projects within the public right-of-way.

#### D. Development Review and Control

When requested:

1. Check all improvement plans for facilities under the jurisdiction of CITY and prepared by private developers.
2. Establish performance/labor and material bond amounts, grading bond amounts, and development fee amounts when required.
3. Provide field inspection during construction, the issuance of a Certificate of Occupancy, of such improvements by private developers, and at the proper time, recommend acceptance of the work.
4. Provide such necessary and related functions as are normal practice of CITY in the CITY Engineering review of private developments.

#### E. Capital Projects

When requested:

1. Prepare the design, construction plans, specifications, estimates and contract documents.
2. Provide design surveying, construction surveying, and construction observation together with construction administration.
3. Coordinate with utility companies in the relocation of affected utilities.
4. Process the plans and specifications through other agencies for review and approval in connection with special funding programs and permits when required.
5. Provide field inspection during construction of capital improvements by contractors, and at the proper time, recommend acceptance of the work.

#### F. Pavement Management System (PMS) Update

1. Prepare PMS update which is completed every 3 years (last update done in 2017). Update should follow similar format as current PMS document. Any revisions to format or content of PMS manual shall first be approved by the City Engineer.
2. Prepare/recommend an action plan in order to achieve a Pavement Condition Index (PC1) of 70 or above for all City streets. Details of what to include in the action plan shall be discussed with City staff.

## II. Engineering Services

CITY may from time to time have the need for other services not specifically listed in Paragraph I, Engineering Services for which CONSULTANT has the necessary experience and capabilities to provide such services including, but not limited to, real property services, environmental planning, municipal planning, and related work. CITY, through its City Manager, Assistant City Manager, or City Engineer, may authorize CONSULTANT to perform such selected services on an as needed basis.

**EXHIBIT B**

**PAYMENT RATES AND SCHEDULE**

**KIMLEY-HORN AND ASSOCIATES, INC.  
LOS ANGELES**

**HOURLY BILLING RATES  
FOR THE CITY OF AGOURA HILLS  
ON-CALL, AS NEEDED SERVICES  
EFFECTIVE THROUGH JUNE 30, 2018**

TECHNICIAN .....	\$90
SUPPORT STAFF .....	\$95
TECHNICAL STAFF .....	\$110
DESIGNER .....	\$120
ANALYST .....	\$130
JR. PROFESSIONAL.....	\$145
TRAFFIC ENGINEER/PROFESSIONAL.....	\$175
SENIOR PROFESSIONAL .....	\$200
PRINCIPAL .....	\$240

**EXPENSES**

SUBCONSULTANT MANAGEMENT/DIRECT EXPENSE.....	15%
OFFICE EXPENSES (Allocation).....	6%
(Covers direct expenses, such as in-house duplicating and blueprinting, local mileage, telephone calls, electronic messaging, postage, and word processing)	

Note: Billing Rates are reviewed and adjusted annually on June 30<sup>th</sup>.