

REPORT TO CITY COUNCIL

DATE: JULY 10, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER *GR*

BY: JOHN TREICHLER, ADMINSTRATIVE ANALYST *JT*
LOUIS CELAYA, DEPUTY CITY MANAGER *LC*

SUBJECT: CONTRACT AWARD FOR DESIGN PROFESSIONAL SERVICES WITH BOA ARCHITECTURE FOR THE CITY OF AGOURA HILLS PARK RESTROOM REHABILITATION PROJECT – COMMUNITY ENGAGEMENT, AND ARCHITECTURAL/DESIGN SERVICES

During last year's Fiscal Year 2017-2018/Fiscal Year 2018-19 Budget Workshop, staff identified the need to secure professional architectural design services to assist staff with improvements and upgrades to the existing park restroom facilities. The current restroom facilities are dated, require upgrades for access, hardware, plumbing, and improvements to the aesthetics of the buildings. The replacement was identified by the Community Services Department during the budget workshop process to address on-going repairs to the facilities.

City staff initiated an RFQ process to solicit several companies specializing in architectural design services for park restroom facilities and received preliminary interest from twenty-four (24) companies considering the submittal of proposals via the City's electronic bid process. The City ultimately received three (3) formal proposals. The results, via the electronic bid process, were as follows:

Crane Architecture Group	\$ 189,000
Studio MA	\$ 98,000
BOA Architecture	\$ 88,700

Staff reviewed the proposals submitted and concluded that BOA Architecture (BOA) was the most responsive to the request and best met the needs for the City. Reference checks were performed by City staff and demonstrated BOA as thoroughly knowledgeable, with a wealth of experience in park restroom design services. BOA has performed many similar projects with the budget and time frames requested. Additionally, BOA received high reviews from agencies interviewed. Funding has been budgeted for FY 2019-2020 and is available under the Parks Improvements Grant Fund.

The funding source is from the Measure A Parks Bond's City allocation (\$77,429), and the remaining from the general fund. Should the City Council award the contract, staff will begin the coordination of work with BOA.

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

RECOMMENDATION

Staff respectfully recommends the City Council award the contract for design professional consultant services - BOA Architecture for the City of Agoura Hills Park Restroom Rehabilitation Project – Community Engagement, and Architectural/Design Services in the amount of \$88,770.

Attachment: Consultant Agreement – BOA Architecture

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

NAME OF CONSULTANT:	BOA Architecture
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Edward Lok Ng
CONSULTANT'S ADDRESS:	1511 Cota Avenue Long Beach, CA 90813
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Louis Celaya
COMMENCEMENT DATE:	July 1, 2019
TERMINATION DATE:	June 30, 2020
CONSIDERATION:	Contract Price Not to Exceed: \$88,700/yr

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

Unforeseen/unanticipated circumstances

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 BOA ARCHITECTURE**

THIS AGREEMENT is made and effective as of July 1, 2019, between the City of Agoura Hills, a municipal corporation ("City") and BOA Architecture ("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, 2019, 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 one year upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.]

2. SERVICES

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

3. PERFORMANCE

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

4. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Eighty Eight Thousand Seven Hundred Dollars and Zero Cents (\$88,700) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

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

D. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

6. DEFAULT OF CONSULTANT

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

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

7. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

A. Indemnity for Design Professional Services. In the connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent consultants in the role of City officials (collectively, “Indemnitees”), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys’ fees and costs of defense (collectively, “Claims” hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of its professional services under this Agreement.

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

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

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

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

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

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

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual

liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

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

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. 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.

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: BOA Architecture
1511 Cota Avenue
Long Beach, CA 90813
Attention: Edward Lok Ng

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

Linda L. Northrup,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk


Date Approved by City Council _____

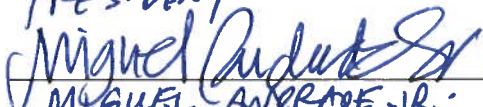
APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

BOA Architecture
1511 Cota Avenue
Long Beach, CA 90813
Contact Name: Edward Lok Ng
Office: 562-912-7900

By: 
Name: EDWARD L.G. NG, ARCHITECT
Title: PRESIDENT

By: 
Name: MIGUEL ANDRADE JR.
Title: SECRETARY

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

Provision of technical architecture design and engineering services to assist with the rehabilitation of the city park restroom facilities. Scope of services shall be provided as identified in Attachment B of the City of Agoura Hills Request of Qualifications/Proposal – City of Agoura Hills Park Restroom Rehabilitation Project – Community Engagement and Architectural Design Services.

Items include but not limited to:

- Staff Meetings
- Assist with Community Engagement
- Design Services
- Engineering Services
- Construction Plan Preparation

EXHIBIT B

PAYMENT RATES AND SCHEDULE

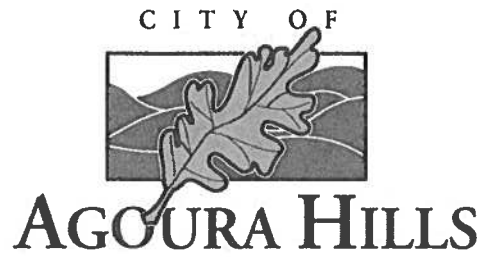
The project shall not exceed a total cost of \$88,700 for the duration of the contract.

The following details the cost sheet and rates for contacted personnel:

Job Title	Hourly Not to Exceed
Structural Engineer	\$150.00/hr
Mechanical Engineer	\$150.00/hr
Electrical Engineer	\$150.00/hr
Civil Engineer	\$150.00/hr
Principal Architect	\$150.00/hr
Project Manager/Architect	\$140.00/hr
Project Designer	\$125.00/hr
Senior Designer	\$110.00/hr
Senior Technical	\$100.00/hr
Draftsman/AutoCAD Operator	\$95.00/hr
Other Technical Staff	\$85.00/hr
Clerical Staff	\$70.00/hr
Prints	\$0.50/s.f

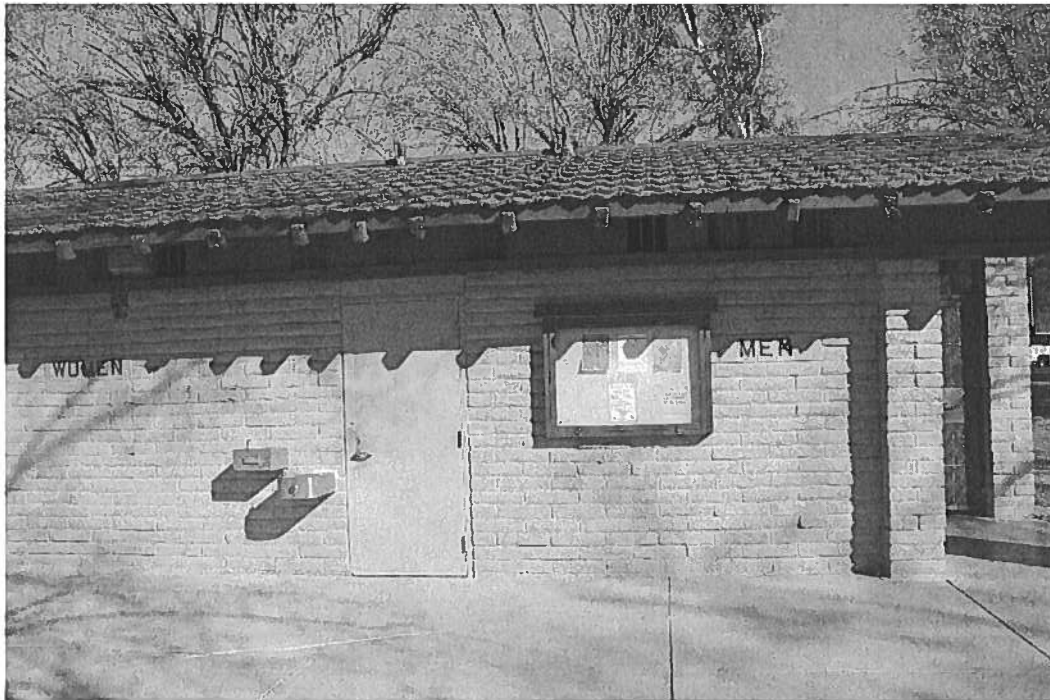
Contractor will provide detailed invoices for services, including identified tasks, personnel and hours attributed to the task. Billing shall be monthly.

See Fee Proposal attachment for detailed services



Request for Qualifications/Proposal

**THE CITY OF AGOURA HILLS PARK RESTROOM
REHABILITATION PROJECT – COMMUNITY ENGAGEMENT, AND
ARCHITECTURAL/DESIGN SERVICES**



November 2018

ATTACHMENT B

SCOPE OF SERVICES

The focus of the Firm selected will be to provide a technical architectural design & engineering services team to consider the following items listed below which are areas of concern for the restroom facilities. Services can incorporate the use of sub-consultants to accomplish identified tasks. This is not an exact list, but rather to be used as a guide.

Aesthetics

The City of Agoura Hills has a unique look and feel at each park. Although the restroom structures are similar, they each have their own features. One location in particular, Chumash Park, is the City's main hub for hosting citywide events. The current structure cannot handle the amount of visitors at these events so the City would like to entertain the idea of developing a larger structure to meet those standards.

Structure

The primary goal here is to use the initial restroom structures, while making the necessary changes to meet new current Building & Safety Codes, and all ADA requirements per the State of California.

Plumbing

Upgrade all plumbing fixtures, piping, water lines, sewer connections to street and or public utilities etc. to meet current Building and Safety Codes, as well as, meet all ADA requirements per the State of California.

Electrical

Upgrade all lighting fixtures to comply with energy efficient requirements, upgrade lighting panels and timers. An option for consideration is the possibility of having solar added as an energy source.

Roofing

This feature will fall into the aesthetics phase of the structure design. It will need to meet all current Fire Guideline standards while taking into consideration types of roofing, ventilation, weather proofing etc. Some of the park locations have a covered picnic area and the goal would be to match that type of material and style.

A. Data Collection

The successful proposer will be expected to:

1. Develop all necessary reports pertaining to the following areas of concern such as geotechnical, and site survey plans while verifying all existing site conditions for existing restroom structures.
2. Conduct a community forum engaging the public to provide input on existing park assets, uses, features and potential new elements as it pertains to the restroom facilities.

B. Design Services

The successful proposer will be expected to include and account for the following tasks within their services proposal:

1. Prepare and attend one (1) Kick off meeting with the City of Agoura Hills
2. Project Start Up and Scheduling / Timelines for completion
3. Prepare and attend one (1) Community Outreach Meeting
4. Develop two (2) conceptual design alternatives including larger facility for Chumash Park.
5. Prepare graphic boards, renderings, reports and presentation materials that can be used for presentation purposes.
6. Prepare architectural design plans and details for all restroom buildings for consideration. Plans will include structural, electrical, mechanical, plumbing, fire, Title 24 energy calculations, roofing etc. as necessary, including any technical specifications for additionally scoped items. Solar possibilities can be included as a separate option for consideration.
7. Prepare for and attend one (1) review meeting to present conceptual designs and construction plans to the City of Agoura Hills City Staff.
8. Prepare and attend potential reviews with the Community (if needed)
9. Develop Final Draft Schematic with Add/Alternatives
10. Review Meeting with City Staff
11. Review Meeting with City Council Sub-Committee

12. Refine Design (if needed)
13. Prepare Presentation For and Attend City Council Meeting

C. Construction Plans

The successful proposer must provide the following tasks within the service proposal:

1. (3) Sets of plans to submit to the City's Planning Department (if necessary)
2. (2) Sets of plans to submit to the City's Building and Safety Department for review.
3. Comment and address any resulting project conditions.
4. Resubmit final plans for City's Building and Safety Department.
5. Final construction drawings will include all necessary sheets for completion of the construction project, but not limited to any required documentation and details necessary for permits and inspections.
6. Provide one (1) set of Final Plans in AutoCAD format.

D. Cost Proposal

The successful proposer will individually identify the following tasks in the cost proposal:

1. Items within the Data Collection section.
2. Items within the Design Services section.
3. Creation of architectural design plans
4. Presentation materials
5. Secure projected construction cost estimates
6. Formulate expedited scheduling & value engineering recommendations.
7. Provide construction administration services, including bid documents preparation & support.
8. Add any additional technical and coordination/supervision of sub-consultant services.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

The project shall not exceed a total cost of \$88,700 for the duration of the contract.

The following details the cost sheet and rates for contacted personnel:

Job Title	Hourly Not to Exceed
Structural Engineer	\$150.00/hr
Mechanical Engineer	\$150.00/hr
Electrical Engineer	\$150.00/hr
Civil Engineer	\$150.00/hr
Principal Architect	\$150.00/hr
Project Manager/Architect	\$140.00/hr
Project Designer	\$125.00/hr
Senior Designer	\$110.00/hr
Senior Technical	\$100.00/hr
Draftsman/AutoCAD Operator	\$95.00/hr
Other Technical Staff	\$85.00/hr
Clerical Staff	\$70.00/hr
Prints	\$0.50/s.f

Contractor will provide detailed invoices for services, including identified tasks, personnel and hours attributed to the task. Billing shall be monthly.

See Fee Proposal attachment for detailed services