



REPORT TO CITY COUNCIL

DATE: AUGUST 14, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

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

SUBJECT: APPROVE AWARD OF A DESIGN PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH CWE FOR DESIGN AND ENVIRONMENTAL PERMITTING SERVICES RELATED TO THE MEDEA AND PALO COMADO CREEK STORMWATER TREATMENT PLANT, LINEAR PARK, AND WETLANDS IMPROVEMENT PROJECT

On May 8, 2019, the City Council authorized staff to solicit proposals for design and environmental permitting services related to the Medea and Palo Comado Creek Stormwater Treatment Plant, Linear Park, and Wetlands Improvement Project. The scope of work includes feasibility studies, preliminary engineering, completion of the environmental documents, final design plans, specifications, and estimates (PS&E), and construction engineering services.

On July 11, 2019, the City received two proposals, from CWE and Sherwood Design Engineers. Staff reviewed and evaluated the proposals, and unanimously determined that CWE was the most experienced and qualified for this project. CWE previously worked with the City, having completed the 2014 Water Quality Master Plan, as well as the Site Conditions and Constraints Analysis for the proposed treatment plant.

CWE's cost proposal of \$993,518 is based on the firm's fee rates and assumption of what work will be needed to complete the tasks. The project budget includes \$1 million of earmarked funds within the Fiscal Year 2019-20 State Budget to cover the costs of these services.

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

RECOMMENDATION

Staff respectfully recommends the City Council approve the agreement with CWE for design and environmental permitting services related to the Medea and Palo Comado Creek Stormwater Treatment Plant, Linear Park, and Wetlands Improvement Project.

Attachment: Professional Consultant Services Agreement

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

NAME OF CONSULTANT:	CWE
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Vik Bapna
CONSULTANT'S ADDRESS:	1561 E. Orangethorpe Ave., Suite 240 Fullerton, CA 92831-5202
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Kelly Fisher
COMMENCEMENT DATE:	August 15, 2019
TERMINATION DATE:	June 30, 2022
CONSIDERATION:	Contract Price Not to Exceed: \$993,518

**AGREEMENT FOR DESIGN PROFESSIONAL
CONSULTANT SERVICES BETWEEN THE CITY OF
AGOURA HILLS AND CWE**

THIS AGREEMENT is made and effective as of August 15, 2019, between the City of Agoura Hills, a municipal corporation ("City") and CWE ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 15, 2019, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Nine Hundred Ninety Three Thousand Five Hundred Eighteen Dollars and Zero Cents (\$993,518.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of

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

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: CWE
1561 E. Orangethorpe Ave., Suite 240
Fullerton, CA 92831-5202
Attention: Vik Bapna

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

CWE

1561 E. Orangethorpe Ave., Suite 240
Fullerton, CA 92831-5202

Vik Bapna

714-526-7500

714-526-7004 (fax)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

CONSULTANT SHALL FURNISH ALL EXPERTISE, LABOR AND RESOURCES TO PROVIDE COMPLETE SERVICES NECESSARY TO FULFILL THE REQUIREMENTS AS DETAILED BELOW.

1. Project Management, Deliverables, and Meetings

- A. Attend kick-off meeting at the City to discuss roles of team personnel, schedule, critical activities, constraints, interface with the public, and specific design issues.
- B. Gather and evaluate all existing data available from the County of Los Angeles and City of Agoura Hills, including topographical data, hydrology, hydraulics, geotechnical, etc., and prepare a data gap memorandum describing additional data needed and justifications.
- C. Develop a Microsoft Project Schedule at a sufficient level of detail (work elements, sub-elements, etc.) to show a clear understanding of the precise work required to meet project goals, objectives and delivery timeline. The schedule shall also show interdependencies among tasks, along with, interim and final milestones for project completion.
- D. Consultant shall prepare monthly progress reports and submit to the City. Consultant will establish an appropriate format for the progress reports to update the City on the progress to date, work to be accomplished in the next period, and potential technical problems. At a minimum the reports shall contain the following:
 - Summary of work completed during the previous month.
 - Discussion of any significant problems encountered.
 - Total effort expended by task separated into hours spent by each staff level.
 - Percent of project completed.
- E. Consultant shall be responsible for preparing and providing the following deliverables:
 - Notices
 - Agendas
 - Handouts
 - Minutes
 - Progress Plans

2. Consultant shall apply for and obtain a Los Angeles County Flood Control District (LACFCD) permit necessary for access and use of LACFCD right-of-way, encroachment or alteration of LACFCD right-of-way for new construction, and connection to an existing LACFCD storm water conveyance facility. As part of the permit process, Consultant shall prepare and obtain LACFCD approval of an Operation and Maintenance Manual describing the procedures and schedule for the inspection, operation, and maintenance of the project.

3. Consultant shall apply for and obtain City approvals and permits as required.

4. Studies and Alternatives Evaluation

A. Consultant shall conduct site visits and develop and conduct investigation and analysis, as deemed appropriate, to determine the optimal configuration. This work may include pertinent testing and other studies, and gathering data.

B. The Consultant shall prepare a project description and summary of alternatives considered including the project purpose and benefits.

C. Consultant shall establish preliminary right-of-way requirements if required (including temporary construction easements) and delineate the prospective right-of-way. In addition, consultant shall estimate right-of-way and easement costs.

D. The Consultant shall prepare legal descriptions, plats, and deeds for Right of Way acquisitions (if needed).

E. The Consultant shall provide engineering services for right-of-way and utility relocations (if needed).

F. The Consultant shall coordinate utility relocation plans as needed.

G. The Consultant shall provide a complete survey of the project area and proposed hydraulic model extents. Mapping shall include topographic features within 50 feet of project area.

H. Consultant shall prepare appropriate hydrologic and hydraulic analysis subject to approval by City and County of Los Angeles Flood Control District. The key variables of the hydraulic model shall include channel capacity, velocities, and shear forces.

I. Consultant shall conduct all studies to support environmental document preparation.

- J. During the course of the studies, Consultant shall meet with City and other agencies, as required, to identify any problems and/or concerns.
- K. Consultant shall prepare and submit to the City five copies of a draft Basis of Design Project Report, which includes the findings of the alternatives evaluation and preliminary engineering studies. Upon approval of the draft, five copies of the final Basis of Design Project Report shall be submitted to the City.
- L. Consultant shall attend public meetings and/or workshops as requested by City. This will include a minimum of ten (10) meetings over the duration of the proposed contract.
- M. Consultant shall prepare a long-term Vegetation Management and Maintenance Plan for the preferred alternative.

5. Preliminary Design

- A. The Consultant shall prepare base maps with a sufficient level of detail to accurately depict the existing conditions and proposed project design. Plans shall be consistent with City format.
- B. The Consultant shall develop and conduct a geotechnical exploration program as deemed appropriate, including pertinent geotechnical testing and any other investigations, gathering of data, and preparation of a geotechnical report.
- C. The Consultant shall prepare alternative preliminary layouts, perform calculations, and develop preliminary design details.
- D. Consultant shall prepare landscape and irrigation plans for the project area, including a native species plant list.
- E. The Consultant shall develop preliminary construction cost estimates.

6. Permitting and Environmental Documentation

- A. The Consultant shall prepare all documents and conduct special studies/reports according to the provisions of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Consultant fee estimates at this time shall be based on anticipated Mitigated Negative Declaration. Provide standard hourly rates for supplemental environmental work that may be required.
- B. The Consultant shall determine the scope of initial studies after consultation with the environmental review agencies. Based on those initial studies, establish consensus between all environmental reviewers for CEQA and NEPA review as to the appropriate environmental documents needed for this project.

- C. A CEQA Initial Study/Mitigated Negative Declaration is anticipated. The Consultant shall prepare responses to comments received during IS/MND public review period and any comments from public meetings.
- D. The Consultant shall obtain all necessary NEPA and CEQA Environmental Certifications. City will pay all permitting and filing fees.
- E. The Consultant shall prepare project permit applications to submit to regulatory agencies including, but not limited to:
 - City of Agoura Hills
 - County of Los Angeles
 - California Department of Fish and Wildlife
 - Regional Water Quality Control Board
 - U.S. Army Corps of Engineers
- F. The Consultant shall identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the design for stormwater quality improvements prior to entering natural waterways.

7. Final Design – Plans, Specifications and Estimates

- A. Submittal of plan set shall be delivered at 35%, 50% and 90% complete and final. The Consultant shall submit five (5) sets per submittal. All original sheets shall be stamped by a professional engineer. Sheet size shall be 24" x 36". When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
- B. The Consultant shall prepare construction specifications consistent with City format.
- C. The Consultant shall provide five copies of each calculation performed for the design.
- D. The Consultant shall prepare a Stormwater Pollution Prevention Plan (SWPPP) for use during construction of the project. The SWPPP shall comply with MS4 permit and General Construction permit requirements appropriate for the project.
- E. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- F. The Consultant shall prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.

- G. Submittal of the engineer's construction cost estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

8. CONSTRUCTION BIDDING PHASE

- A. Consultant shall attend the mandatory pre-bid meeting.
- B. Bidding procedures will be the responsibility of the City, but any necessary corrective action shall be in the form of an addendum prepared by the Consultant.
- C. Consultant shall draft responses to bidders' inquiries as requested by the Director of Public Works.
- D. Consultant shall provide City with a hard copy and electronic (MS Word) of the Draft Bidder Inquiry Responses.

9. CONSTRUCTION SUPPORT PHASE

- A. Oversight of the construction phase of the project will be the responsibility of the City. During the construction phase, Consultant shall work closely with City within the budget allotted to assist and advise the City in order to minimize construction conflicts and to expedite project completion.
- B. Consultant shall attend the pre-construction meeting.
- C. Consultant shall attend public workshops as requested by City.
- D. In case of errors and/or emissions, Consultant shall furnish additional and/or revised drawings necessary for corrections and change orders. City will provide a written request for such drawings and Consultant shall provide said drawings at no additional charge to the City. Consultant shall also provide the contract wording for related change orders to the City at no additional cost.
- E. Consultant shall review all submittals and shop drawings. The review of shop drawings shall include drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, and others as requested by the City.
- F. If requested by City, Consultant shall prepare additional drawings and change order supporting documents. Any such additional drawings constitute extra work; therefore, prior approval from City is required. Any such additional engineering services, drawings, or change order documentation prepared prior to receiving the required approval shall be at the Consultant's risk and expense.
- G. Consultant shall visit the job site as requested by the City.

- H. Consultant shall draft responses to contractor inquiries and RFI as requested by the City.
- I. Consultant shall review proposed change orders and draft change order language as requested by the City. If said changes are necessary as a direct result of design errors and omissions, Consultant shall prepare and/or review contract change orders at no additional cost.
- J. Consultant shall be responsible for incorporating as-builts into the PS&E.

EXHIBIT B
PAYMENT RATES AND SCHEDULE



City of Agoura Hills
 Proposal/Qualifications for Design and Environmental Permitting Services Related to the Medea and Palo Comado Creek Stormwater Treatment Plant, Linear Park, and Wetlands Improvement Project
 Professional Service Fee
 Prepared by CWE on 07/11/2019

Task	Total	Principal	Sr. Project Manager	Task Leader	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Env Scientist	Licensed Surveyor	CAD Designer	Project Coordinator	Admin Assistant	Mileage	ODCs	Sub consultant	Sub consultant	Sub consultant	Sub consultant	Sub consultant
		\$249	\$245	\$187	\$172	\$151	\$126	\$102	\$128	\$163	\$102	\$90	\$82	\$0.580		AHBE/MIG	JC Chang	LSA	M&M	Terracon
1 Project Management, Deliverables, and Meetings	\$15,075																			
1A Kickoff Meeting	\$6,251	8		9										130		\$2,500				
1B Data Review	\$4,730	2		8			12	12												
1C Schedule	\$1,382			2			8													
1D Monthly Progress Reports	\$2,712	8										8								
2 LACFCD Permitting	\$30,944	32		42	32	32	24			16				224						
3 City Approvals and Permits	\$2,096	2		2				12												
4 Studies and Alternatives Evaluation	\$219,586																			
4A Right-of-Way Research and Documentation	\$18,598	4		6								2								\$16,300
4B Utility Coordination	\$11,540			6		6		16		58		1	12		\$890					
4C Topographic Survey	\$32,880			4				16		176	16	2								
4D Hydrologic and Hydraulic Analysis	\$27,348	6	12	16	40		16	104				1	4							
4E Vegetation Management and Maintenance Plan	\$17,936	2		4								1				\$16,600				
4F Basis of Design Report	\$30,932	18		22			24	40				1	6		\$750	\$6,700	\$7,200			
4G Meetings and Stakeholder Coordination	\$10,034	21		24								1		390						
4H Public Meetings and Workshops	\$70,318	106		110			32	40				32	4	1300	\$780	\$10,500				
5 Preliminary Design	\$68,720																			
5A Base Maps	\$5,726	4		8			12			16		1								
5B Geotechnical Investigation	\$31,176			8								2								\$29,500
5C Alternative Layouts and Preliminary Estimates	\$23,510	8		12	16		24	18		36		1				\$7,900				
5D Landscape and Irrigation Plans	\$8,308	2		2			6					2				\$6,500				
6 Permitting and Environmental Documentation	\$90,050																			
6A Environmental Studies	\$32,524	2		6					8			2							\$29,700	
6B CEQA Documentation	\$37,164	24		8				60	180			2	4	40						
6C Regulatory Permits	\$20,362	18		16				36	72											
7 Final Design - Plans, Specifications, and Estimates	\$452,268																			
7A PS&Es																				
7A.1 35% Plans	\$108,618	23	16	40	32	80	80	120		164		2	4	130	\$1,275	\$11,700	\$21,300			
7A.2 50% Plans	\$129,136	27	16	48	60	80	108	160		180		2	4	130	\$1,275	\$10,700	\$26,270			
7A.3 90% PS&Es	\$133,792	51	26	86	64	48	156	100		120		2	4	130	\$1,275	\$20,100	\$16,330			
7A.4 Final PS&Es	\$54,512	23	4	34	32	20	58	38		40		2	4	130	\$1,275	\$8,700	\$7,100			
7B Calculations	\$20,546	6	6	8	42	32		20				1				\$1,900				
7C Stormwater Pollution Prevention Plan	\$5,664	4		6			8	16		8		1								
8 Construction Bidding Phase	\$8,844	12		20				20						130						
9 Construction Support Phase	\$105,935																			
9A Field Visits and Pre-Construction Meeting	\$40,609	18		18	120							1		1950		\$8,500	\$2,400			
9B Public Workshops	\$10,034	21		24								1		390						
9C Revised Drawings and Additional Drawings	\$11,162	2		6			12	12		8		1				\$5,900				
9D Submittal/Shop Drawing/Change Order Reviews and RFIs	\$32,144	6		14	76							4				\$5,900	\$8,700			
9E As-Builts	\$11,986	4		4		12				20		1				\$1,200	\$5,100			
Total Fee and Hours	\$993,518	464	80	623	514	310	580	840	260	176	682	77	46	\$2,943	\$7,520	\$125,300	\$94,400	\$29,700	\$16,300	\$29,500

All Direct Expense Costs are billed at Cost + 10%