

REPORT TO CITY COUNCIL

DATE: SEPTEMBER 8, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: KELLY FISHER, ACTING DIRECTOR OF PUBLIC WORKS

SUBJECT: REQUEST TO APPROVE AWARD OF AN AGREEMENT FOR CONSULTANT SERVICES WITH KIMLEY-HORN AND ASSOCIATES INC., FOR THE PREPARATION OF A LOCAL ROADWAY SAFETY PLAN

Federal regulations require that each State have a Strategic Highway Safety Plan (SHSP). An SHSP is a statewide data-driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic accident fatalities and serious injuries on all public roads. In coordination with federal, state, local and private sector safety stakeholders, the SHSP establishes goals, objectives, and strategies to address the "4Es" of traffic safety: Engineering, Enforcement, Education, and Emergency Services.

While the SHSP is used as a statewide approach for improving roadway safety, a Local Roadway Safety Plan (LRSP) provides local agencies an opportunity to address unique safety needs within their jurisdictions while contributing to the success of the SHSP. The LRSP offers a proactive approach to addressing safety needs and demonstrates the City's responsiveness to safety challenges by identifying, analyzing, and prioritizing roadway safety improvements that can be used to reduce roadway fatalities, injuries, and crashes on the local road network.

It should be noted, while the LRSP would be tailored to be responsive to the City's current needs and issues, it would also be structured as a living document that can be continually reviewed and updated to reflect the City's changing needs and priorities for all modes of transportation. In addition, the LRSP can be used as a tool to assist the City in identifying future Capital Improvement projects and potential funding sources.

In October 2019, the California Department of Transportation (Caltrans) announced agencies will be required to have an LRSP to be eligible for future grant funding through the Highway Safety Improvement Program (HSIP). The HSIP, which is administered by Caltrans, is a federally-funded program designed to assist agencies with the costs of design and construction for roadway safety projects.

During the same period, Caltrans announced a call for applications in which HSIP Funds could be used to assist local agencies in developing their own LRSP. In August 2020, staff submitted a grant application in the amount of \$40,000. As part of the grant requirements, the City would be required to contribute ten percent of the grant request.

On May 13, 2021, staff solicited proposals for the preparation of an LRSP. The scope-of-work included, but was not limited to, the following:

- Identifying potential safety issues with the City circulation system and pedestrian network;
- Analyzing accident records to determine the critical locations based on accident and injury type;
- Identifying strategies; and
- Prioritizing and incorporating roadway safety improvement strategies, including pedestrian/bicycle and vehicular safety improvements.

During the advertising period, seventeen (17) plan rooms, engineering firms, contractors, and vendors viewed the Request for Qualifications (RFQ)/Request for Proposals (RFP).

On June 3, 2021, the City received one (1) proposal from Kimley-Horn and Associates, Inc. (Kimley-Horn). Staff reviewed the Kimley-Horn proposal, which demonstrated the company has the experience and qualifications to complete this work based on the following:

- Completeness and thoroughness of proposal.
- Qualifications and experience of key personnel.
- Related experience working with public agencies.
- Approach to performing the work.
- Size of labor force and resources available to complete the work.

Kimley-Horn has provided on-call traffic engineering services to the City since 2007. In addition, they have assisted with various capital improvement projects including the Agoura Road Widening and Kanan/Agoura Ultimate Intersection projects.

It should be noted, the City properly advertised the RFQ/RFP, and staff believes re-advertising the RFQ/RFP would yield similar results.

Kimley-Horn's cost proposal was \$39,984.76. If approved, Kimley-Horn is prepared to begin immediately, and expects to complete the LRSP in approximately six (6) months.

In June 2021, Caltrans notified staff that the City's grant application had been approved. Both the \$36,000 of HSIP Funds and the City contribution of \$4,000, have been accounted for in the approved Fiscal Year 2021-22 Budget to complete this work.

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 for Consultant Services with Kimley-Horn and Associates, Inc., in the amount of \$39,984.76 for the preparation of a Local Roadway Safety Plan.

Attachment: Agreement for Consultant Services

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Kimley-Horn and Associates, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Sri Chakravarthy, P.E.

CONSULTANT'S ADDRESS: 660 South Figueroa Street,
Suite 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: September 13, 2021

TERMINATION DATE: June 30, 2022

CONSIDERATION: Contract Price
Not to Exceed: \$39,984.76

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

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

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

THIS AGREEMENT is made and effective as of September 13, 2021, between the City of Agoura Hills, a municipal corporation ("City") and Kimley-Horn and Associates, Inc., ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 13, 2021, 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. 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 Thirty Nine Thousand Nine Hundred Eighty Four Dollars and Seventy Six Cents (\$39,984.76) ("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.

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 arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

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 and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be

under Consultant's exclusive direction and control. Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. 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.

B. 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 City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Consultant shall acquire and maintain, at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. 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 and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment

by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

13. 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.

14. 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.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, California 91301 Attention: City Manager
To Consultant:	Kimley-Horn and Associates, Inc. 660 South Figueroa Street, Suite 2050 Los Angeles, CA 90017 Attention: Sri Chakravarthy, P.E.

16. 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.

17. 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.

18. 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.

19. 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.

20. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. 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.

22. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. 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: _____

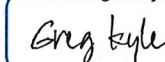
APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Kimley-Horn and Associates, Inc.
660 South Figueroa Street, Suite 2050
Los Angeles, CA 90017
Attn: Sri Chakravarthy, P.E.
213-261-4037

By: 
Name: Sri Chakravarthy
Title: Assistant Secretary

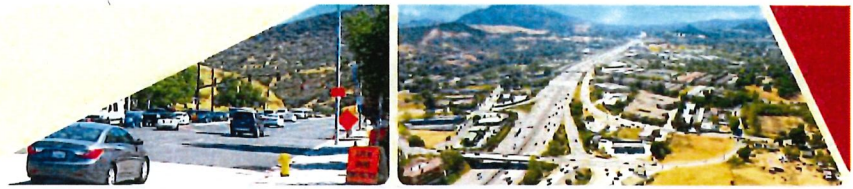
By: 
Name: Greg S. Kyle
Title: Sr. Vice President

KHACA
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[Signatures of Two Corporate Officers Required]

EXHIBIT A
TASKS TO BE PERFORMED

Proposal for a
**LOCAL ROADWAY
 SAFETY PLAN (LRSP)**
 -LRSP182



C. APPROACH AND SCOPE

Project Understanding and Approach

The purpose of an LRSP is to provide a means to address unique transportation and roadway element requirements while providing a framework to systematically identify and analyze safety problems, with an intent to reduce fatalities and serious injuries on public roads. The recommended safety improvements are intended to be tailored to the City of Agoura Hills' local needs and issues while also aligning with the California SHSP and Federal HSIP for funding eligibility.

Our team uses custom GIS based tools to evaluate the roadway system and intersections using Highway Safety Manual statistical methods. This allows for independent evaluation of intersections by control type, and roadways by function. Our team then applies additional statistics to rate each location for crash severity, crash type patterns, driver behavior factors, and roadway conditions.

Our partnership with Crossroads Software allows us access to the highest resolution and most recent available crash data. Our custom inhouse software can process the Crossroads crash records to provide a ranked order of intersections and roadway segments by crash activity consistent with the Local Roadway Safety Manual, provide a statistical evaluation of crash rates for each location relative to citywide norms, and highlight locations with unusually high crash severities or crash patterns that can help diagnose safety challenges.

The following scope of services outlines how Kimley-Horn will provide a well-rounded framework for an on-going safety improvement program. The LRSP will be structured to make the City more competitive for grant funding, better able to identify and prioritize safety needs, and encourage safer driving practices of its residents.

Scope of Services

TASK 1: DATA COLLECTION

Sub-Task 1.1: Data Collection

The Kimley-Horn team will partner with Crossroads Software to provide the project team direct access to updated, geocoded crash records from Los Angeles County Sheriff's Department's central database. The last five years of crash data will be gathered to allow insight into trends and to better mitigate the natural year-over-year fluctuation caused by natural randomness in crash activity. Kimley-Horn's approach is to look at all crash severity levels. This provides a richer dataset to review and allows the team to determine factors where crash severity levels are high relative to overall crash numbers.

Available traffic volume data will also be gathered from the City and past projects. Average Daily Traffic (ADT) and 85th percentile speed data from the City's Engineering and Traffic Surveys will be utilized. If needed, additional ADT can be accessed from the Travel Demand Model. Approximate volumes for the rest of the network will be estimated based on roadway hierarchy to help estimate crash rates.

Sub-Task 1.2: Best Practices Review

Our team will work with City staff to identify programs and policies within the City that are most supportive of safety, which could be updated to better align with current best practices, and where there are opportunities for new initiatives that would likely support safer roads and better driving behaviors. Kimley-Horn staff will collect the needed information by providing the City with a list of questions in advance and will conduct an interview with City staff to finalize the responses.

Task 1 Deliverables:

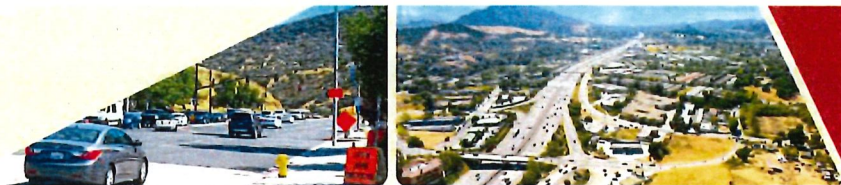
- Question List for City Staff
- Summary of Opportunities for Best Practices

TASK 2: CRASH AND ROADWAY DATA ANALYSIS

Sub-Task 2.1: Crash Analysis

Our team's approach to safety analysis includes statistical network screening using Highway Safety Manual methods. These methods are selected to identify locations with higher than expected crash activity that can be reviewed to identify roadway and intersection characteristics associated with higher risk. These methods also review a variety of crash characteristics to identify locations where specific types of crashes are over-represented. This helps to diagnose safety factors that are leading to elevated numbers of crashes.

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The first screening step is to develop critical crash rates for segments and intersections in the City. Average crash rates are developed for intersections based on control type, and roadway segments based on functional classification. A statistical threshold is then established based on daily traffic volumes for each segment and intersection. The difference between the actual crash rate and the critical crash rate for each location can then be used to estimate the relative risk faced by users of the given intersection or segment. This method builds on the High Collision or High Injury Networks that essentially mirror high traffic networks to provide deeper insight into potential low-cost safety measures. Roadways and intersections with lower classifications will also be identified, allowing the LRSP to broach risk factors associated with those roadways.

The second screening step focuses on crash type over-representation. Citywide data is used to determine the typical crash type mix for each of the functional classifications and intersection control types. Then the mixture is reviewed for each segment and intersection to highlight those with high concentrations of a specific crash factor. Factors analyzed would include:

- » Fatal Crashes
- » Fatal + Serious Injury Crashes
- » Broadside Crashes
- » Rear-End Crashes
- » Crashes Involving Alcohol/Drugs
- » Bicycle Crashes
- » Pedestrian Crashes
- » Wet/Slippery Road Crashes
- » Nighttime Crashes
- » Crashes Involving Driver Inattention
- » Sideswipe Crashes
- » Head-On Crashes
- » Single Vehicle Crashes (Run Off Road, Fixed Object, Parked Vehicle)
- » Crashes Involving Speeding/Aggressive Driving

The resulting list would include both the number of crashes for each factor, and the probability that any excess is not random. Kimley-Horn will provide a ranked list of sites including all roadway segments and intersections with three or more crashes (needed for statistical evaluation) ranked by overall number of crashes per Local Roadway Safety Manual Guidance.

Our team will refine the list of up three emphasis areas for further evaluation and potential project development based on amount of crash activity, crash severity, unusual crash patterns, and site variability to maximize the potential number of systemic factors and mitigations identified. In addition to these three emphasis areas, the following locations will also be analyzed:

- » Intersection of Trailway Lane and Rock Creek Road,
- » Intersection of Quail Run Drive and Walnut Ridge Drive, and
- » Intersection of Reyes Adobe Road and Stonecrest Drive.

Sub-Task 2.2: Roadway Assessment and Mobile Workshop

At up to five identified high crash locations, we will conduct field assessments to collect additional information to better match roadway characteristics with crash activity, allowing the team to diagnose issues and develop systemic recommendations. These roadway characteristics may include, but are not limited to, horizontal geometry, roadway configuration and width, striping, and traffic control. We will also identify deficiencies per the Highway Design Manual and other regulatory and guidance documents at these locations.

Field visits are most effective when City staff and key stakeholders participate—particularly representatives from law enforcement and educators. They can provide feedback on what they have seen and heard in addition to what is seen in-person and/or through crash data. Therefore, we propose conducting this mobile workshop which could then culminate with a debrief meeting that recaps what was seen and brainstorms some potential countermeasures.

Task 2 Deliverables:

- List of Intersections and Segments with Statistically Analyzable Crash Activity

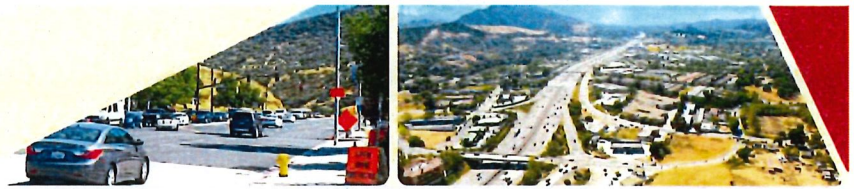
TASK 3: COUNTERMEASURES DEVELOPMENT

The team will prepare a toolbox of systemic safety mitigations that can be to the emphasis areas identified in Task 2. Countermeasures will include a mixture of infrastructural improvements, educational initiatives, law enforcement strategies, policy updates, coordination activities, and other items that will contribute to the overall tapestry of roadway safety in the City. The list of potential countermeasures and toolbox will be presented to the City staff for discussion and selection.

Task 3 Deliverables:

- Technical Memorandum #1 - Potential Local Countermeasures and Safety Countermeasure Toolbox

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TASK 4: SAFETY IMPROVEMENT OPPORTUNITIES

Kimley-Horn will develop project sheets for up to three high crash locations. The sheets will profile the existing safety performance of the location, will include an aerial photo and map, and will outline potential countermeasures that had been identified through the safety analysis and workshop tasks and approved by the City. Each countermeasure will also have a reported benefit/cost as well as prioritization recommendations. These sheets will provide the City with a scalable overview of the most cost-effective safety options at each location based on the level of resources available, allowing for phased implementation of multiple countermeasures, or to go straight to implementation of the most cost-effective solutions.

Task 4 Deliverables:

- Up to Three (3) Project Sheets Including List of Potential Projects
- Cost Estimates, Mapping, and Cost/Benefit Ratio of Proposed Safety Improvements

TASK 5: LRSP DOCUMENTATION

Our approach addresses the "4 Es of safety" and will result in a report that satisfies both the SSAR and LRSP structure, making the City competitive for future state and federal safety funding. The 4 Es refer to the engineering, law enforcement, education, and emergency response communities.

The report will include the previous deliverables in a single seamless document that the City can use to pursue additional project funding. We will clearly outline the analysis methods to facilitate future updates as the City completes projects, gets new crash data, and seeks funding in future cycles after this report has reached its lifespan of up to five years per LRSP guidelines.

A draft report will be submitted to the City for review and comment at 90% completion levels. Kimley-Horn will collect a consolidated set of comments at 90% levels from City staff and stakeholders to refine the report into a final document.

Task 5 Deliverables:

- Draft (90%) and Final (100%) LRSP

TASK 6: MEETINGS AND PROJECT ADMINISTRATION

Our team will schedule a kick-off meeting upon award of the project to go over the project scope of work and arrange a communication plan for the duration of the study. This meeting will also be used to identify stakeholders that should be included in future project communications. Representation from public works, law enforcement, schools, and health agencies is typically valuable in creating a well-rounded safety plan.

Kimley-Horn has established internal quality control processes that include multiple levels of review before deliverables are submitted to a client, including a designated quality control officer that is not part of the core project team to provide objective feedback from the perspective of someone external to the project.

Meetings will be scheduled at the following project milestones:

- » Kick-off Meeting
- » Completion of Tasks 3 and 4: Countermeasures Development and Safety Improvement Opportunities
- » 90% Completion of Task 5: LRSP Documentation

Task 6 Deliverables:

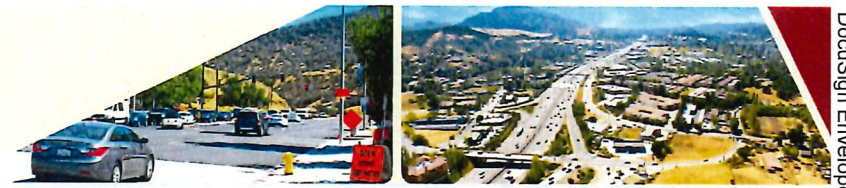
- Meeting Agendas and Minutes

SCHEDULE

We will provide our services as expeditiously as practicable to meet the mutually agreed upon schedule.

EXHIBIT B
PAYMENT RATES AND SCHEDULE

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**CITY OF AGOURA HILLS
 Local Road Safety Plan**

		Kimley-Horn and Associates, Inc.							
	Name	Sri Chakravarthy	Laura Forinash	Mike Colety	Professional	Analyst	Project Support		
	Category/Title	Principal-in-Charge	Project Manager	QC/QA					
	Direct Rate	\$76.02	\$52.77	\$91.92	\$57.84	\$39.67	\$36.99	Total Hours	Total Cost
	Billing Rate	\$246.85	\$171.35	\$298.48	\$187.81	\$128.81	\$120.11		
195.25%	Overhead%								
194.64%	Overhead% w/o FCCM								
10%	Fee%								
Task 1	Data Collection	2	7			14		23	\$ 3,496.55
1.1	Data Collection	1	3			6		10	\$ 1,533.79
1.2	Best Practices Review	1	4			8		13	\$ 1,962.77
Task 2	Crash and Roadway Data Analysis	4	28	1	22	46		101	\$ 16,141.08
2.1	Crash Analysis	1	16		12	32		61	\$ 9,364.30
2.2	Roadway Assessment and Mobile Workshop	3	12	1	10	14		40	\$ 6,776.78
Task 3	Countermeasures Development	2	10	1	4	20		37	\$ 5,833.23
Task 4	Safety Improvement Opportunities	2	15	2	5	10		34	\$ 5,888.14
Task 5	LRSP Documentation	1	12		8	12	3	36	\$ 5,711.69
Task 6	Meetings and Project Administration		10				5	15	\$ 2,314.07
	TOTAL HOURS	11	82	4	39	102	8	246	
	Subtotal Labor:	\$ 2,715.32	\$ 14,050.83	\$ 1,193.91	\$ 7,324.77	\$ 13,139.03	\$ 960.89		\$ 39,384.76
	Other Direct Costs								\$ 600.00
	Outside Printing								\$ 100.00
	Data Collection (Crossroads)								\$ 500.00
	TOTAL COST:								\$ 39,984.76

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Staff Hours

		Sri Chakravarthy Principal-in-Charge	Laura Forinash Project Manager	Mike Colety QC/QA	Professional	Analyst	Project Support	Total Hours
Task 1	Data Collection	2	7			14		23
1.1	Data Collection	1	3			6		10
1.2	Best Practices Review	1	4			8		13
Task 2	Crash and Roadway Data Analysis	4	28	1	22	46		101
2.1	Crash Analysis	1	16		12	32		61
2.2	Roadway Assessment and Mobile Workshop	3	12	1	10	14		40
Task 3	Countermeasures Development	2	10	1	4	20		37
Task 4	Safety Improvement Opportunities	2	15	2	5	10		34
Task 5	LRSP Documentation	1	12		8	12	3	36
Task 6	Meetings and Project Administration		10				5	15
TOTAL HOURS		11	82	4	39	102	8	246