

REPORT TO CITY COUNCIL

DATE: AUGUST 25, 2010

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: RAMIRO ADEVA, CITY ENGINEER

SUBJECT: APPROVAL OF A CONSULTANT SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR ENGINEERING DESIGN SERVICES FOR THE WIDENING OF AGOURA ROAD AND REHABILITATION OF A PORTION OF CANWOOD STREET

This report seeks City Council approval to enter into a consultant services agreement with Kimley-Horn and Associates, Inc., for engineering design services for the ultimate alignment and build-out of Agoura Road, from westerly to easterly City limits, and rehabilitation of Canwood Street, from Reyes Adobe to approximately 650-feet east of Forest Cove Lane. This project will provide complete construction plans, specifications, and estimates for the project.

On April 14, 2010, the City Council authorized staff to solicit proposals. On July 1, 2010, the City received proposals from five (5) prospective firms: AECOM, Kimley-Horn and Associates, KOA Corporation, PSOMAS, and RBF Consulting.

A selection committee was formed, comprising of City personnel and other local agency personnel. After the committee reviewed and evaluated the proposals, staff determined that Kimley-Horn and Associates, Inc., and RBF Consulting would be invited back for the oral interview process.

Oral interviews were conducted by the selection committee on July 21, 2010, with both Kimley-Horn and RBF Consulting. Kimley-Horn and Associates, Inc., was unanimously selected by the committee as the most experienced and qualified for the Agoura Road Widening Project. Kimley-Horn and Associates, Inc., has an exceptional reputation in the industry and an excellent current and past working relationship with the City.

Kimley-Horn's cost proposal came in favorably as well, at \$536,020.00, which was over \$150,000 less than RBF Consulting's cost of \$699,190. Cost was only one of multiple criteria used to score the firms. The cost of this contract will be covered 100% by Measure R. Furthermore, this project is to receive Measure R funding for both design and construction. A funding agreement with Metro was executed on July 1, 2010.

The design phase of this project is anticipated to take a maximum of eighteen (18) months to complete, with an estimated completion date of March 2012. Construction is anticipated to start during fiscal year 2012-13. The design improvements of Agoura Road (west of Kanan Road) will consist of establishing horizontal and vertical alignments for a roadway section that will have four (4) lanes of travel, bike paths on both sides, landscaped medians, and curb/gutter and

sidewalks with landscaped parkways. The final design shall also integrate and coordinate with the Agoura Village Specific Plan, Kanan Roundabout, previous bike lane design projects, existing development improvements, and provide structural best management practices (BMPs) within the street design for improvement of stormwater quality from the City.

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

RECOMMENDATION

Staff respectfully recommends the City Council:

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

Attachment: Consultant Services Agreement

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

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

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Bill Dvorak

CONSULTANT'S ADDRESS: 5550 Topanga Canyon Blvd. Ste 250
Woodland Hills, CA 91367

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Charmaine Yambao

COMMENCEMENT DATE: September 1, 2010

TERMINATION DATE: June 30, 2012

CONSIDERATION: Contract Price
Not to Exceed: \$536,020.00

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

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

THIS AGREEMENT is made and effective as of September 1, 2010, 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 1, 2010, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2010, 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.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PREVAILING WAGES**

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 this Contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office of the City of Agoura Hills. Consultant shall provide a copy of prevailing wage rates to any staff or sub-contractor 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 \$25.00 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 subcontractor under him, in violation of the provisions of the Contract.

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 536,020.00

("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 Contract Price. 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 will 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.

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 4.

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 or her 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 (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 there from 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.

C. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

9. INDEMNIFICATION. The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

10. INSURANCE REQUIREMENTS.

Consultant shall procure and maintain for the duration of the contract 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.

D. 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.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 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.

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

1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. 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: \$2,000,000 per accident for bodily injury and property damage.

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: Two million (\$2,000,000) per claim and in aggregate.

F. 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.

G. 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 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 by certified mail, return receipt requested, has been given to the City.

H. 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.

I. Verification of Coverage. Consultant shall furnish the City with original endorsements 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 provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

11. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES. The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, 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 subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant: Kimley-Horn and Associates, Inc.
5550 Topanga Canyon Boulevard, Suite 250
Woodland Hills, CA 91367
Attention: Bill Dvorak, Senior Vice President

15. ASSIGNMENT. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

16. LICENSES. At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST. No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors 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-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

William D. Koehler
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Craig A. Steele,
City Attorney

CONSULTANT

*Kimley-Horn and Associates, Inc.
5550 Topanga Canyon Boulevard, Suite 250
Woodland Hills, CA 91367
Bill Dvorark
Phone # 818-227-2790
Fax # 818 818-227-2797*

By: _____
Name:

Title:

By: _____

Name:

Title:

[Signatures of Two Corporate Officers Required]

Exhibit A

SCOPE OF SERVICES

The Scope of Services described below is based on the RFP, Consultant's Proposal, dated July 1, 2010, and Revised Methodology and Work Plan, dated August 11, 2010.

The consultant's services shall include, but not be limited to, the following:

Task 1.0 – Survey and Base Mapping

Provide topographic surveys for the project limits. The project limits include the corridor along Agoura Road from the westerly City limits to Cornell Road, extending 50' beyond the ultimate right-of-way, and Canwood Street from Reyes Adobe Road to 650 feet east of Forest Cove Lane. For the segment of Agoura Road between the westerly City limits to the western edge of Los Angeles Animal Center property, the 50' survey extension from the right-of-way will not include the north side of the road where existing improvements are in place.

The mapping specifications shall be 1"=40' with contours at 1' intervals. A color, ortho-rectified photograph will be included and obtained from the flight. The City and County centerline monuments will be used for the horizontal control and Los Angeles County 1988 NAVD bench marks will be used for vertical control.

Ground field surveys will supplement the flown topography to locate visible utilities within the public right-of-way for the Agoura Road project corridor as well as cross-section data within the areas of proposed work, except for the portion from Ladyface Court to 1,000 feet west of Reyes Adobe near Employees Direct Corporation on the north side of the road and the intersection of Kanan Road where the proposed roundabout design is being proposed

The cross sections will include top of curb, flow line, edge of gutter, edge of pavement, back of walk, high points, low points, grade breaks, surface utility features, accessible invert elevations, and roadway striping.

Centerline monument information will be provided by the City for Agoura Road. Efforts will be performed to recover centerline monumentation on both Agoura Road and Canwood Street to establish a design centerline. Right-of-way data will be derived from record information and found monumentation.

1.1 Data Collection and Field Reconnaissance

Conduct field visits to review the survey information and to observe existing visible site conditions. Field observations will document the existing level of traffic at various access points along Agoura Road to determine the length of turn pockets. Field review will document features such as signing and striping, curb/gutter, sidewalk, existing raised medians, and the presence of above-and visible below-ground utilities.

Identify and coordinate utilities in the project area to facilitate the final design of the project.

Task 2.0 – Geotechnical Investigation and Report

Prepare and provide one (1) geotechnical report that will provide final recommendations for both Agoura Road Widening and Canwood Street Rehabilitation. The geotechnical reports shall include the following subtasks.

2.1 Geotechnical Studies

Geotechnical investigations for Agoura Road will consist of excavating borings to evaluate near surface soils and bedrock materials for design and construction recommendations of pavements; evaluate soils below proposed embankment fills and proposed cut-slopes (10- to 15-foot high); and evaluate geologic structure for stability analysis of temporary and permanent cut-slopes.

Geotechnical investigations for Canwood Street will consist of excavating borings to observe the thickness of the existing pavement section and evaluate subgrade conditions along the road alignment and to make recommendations for pavement design, and to collect data for slope stability analysis of the roadway between Forest Cove Lane and approximately 650 feet east of Forest Cove Lane.

2.2 Field Exploration

Prior to field exploration for both Agoura Road and Canwood Street, utility Clearance will be coordinated and City Encroachment Permit will be acquired.

2.3 Geotechnical Laboratory Testing

Laboratory tests will be performed on selected samples to evaluate the physical and engineering characteristics of the subsurface soils. The selected type and frequency of laboratory testing will depend on the nature of the soils encountered.

2.4 Geotechnical Engineering Analysis and Preparation of Reports

- The results of subsurface explorations and laboratory tests will be evaluated, and engineering analyses will be performed to provide geotechnical recommendations for the design and construction of proposed Agoura Road Widening and Canwood Street Rehabilitation.

2.5 Review Responses, Technical Consultation, and Meetings

A Senior Engineer will respond to review comments, design consultation, and one meeting during the course of this project.

Task 3.0 – Environmental Analysis

Preparation and documentation of environmental analysis of project study area consistent with CEQA Guidelines. Environmental analysis, determination and compliance shall include the following subtasks:

3.1 Project Initiation

Definition of project description and delineation of project study area that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration IS/MND). This subtask will produce an environmental study limits (ESL) map that will encompass both the temporary construction area and permanent project footprint.

3.2 Technical Analysis

Conduct the required technical analysis for the project. Technical studies will be prepared, and shall contain a sufficient level of analysis as to make subsequent determinations pursuant to CEQA.

Based on the project description and proposed footprint, the following technical analyses and technical reports are anticipated:

3.2.1 Air Quality

3.2.2 Biological Resources

3.2.3 Archaeology/Paleontology

3.2.4 Historical Resources (GPA)

3.2.5 Hazardous Materials

3.2.6 Noise

3.3 Preparation of Administrative Draft IS

Prepare and provide an Administrative Draft IS for review and approval by the City.

3.4 Preparation of Draft IS/MND

Prepare and provide a Draft IS and Draft MND for public circulation, the Notice of Completion (NOC), Notice of Intent to Adopt a Negative Declaration (NOI), and coordinate final reviews and approval from circulation of the document.

3.5 Preparation of Final MND

Prepare a final MND incorporating responses to the public comments received and required revisions. Prepare and file Notice of Determination (NOD). Coordinate adoption of the Final MND with preparation of necessary documentation.

3.6 Mitigation Monitoring and Reporting Plan (MMRP)

Prepare and provide an MMRP for the purposes of tracking compliance with identified avoidance, minimization, and mitigation measures. The MMRP may be included as a section of the Final MND or as a stand-alone document.

3.7 Project Management and Meetings

Environmental record will be maintained in both electronic and hard copy format for tasks, schedule, progress, and budget. Monthly progress reports will be prepared and provided for each task order. Attend pertinent coordination meetings during the environmental process.

3.8 Environmental Permitting

Determine if a Clean Water Act (CWA) Section 404 permit, CWA Section 401 Water Quality Certification, California Fish and Game Code 1602 Streambed Alteration Agreement and Wetland Delineation is required for the project. If these permits/delineation are required, Consultant shall prepare permit applications/notifications for the project, submit to appropriate resource agencies and obtain necessary permits.

Task 4.0 – Oak Tree Report

Develop and provide a final oak tree report and map for the project. The report will not include trees beyond 250 feet of the project area as stated as a requirement in the City’s oak tree preservation guidelines.

Task 5.0 – Summary Letter Report and Preliminary Design

Prepare and provide two hard copies of the “Summary Letter Report” (SLR), outlining the site constraints and approaches taken to determine the alignment of Agoura Road and recommended repair strategy and design for Canwood Street. The SLR will also identify impacts to the right-of-way, preliminary bridge study and plans prepared for the preliminary design. The SLR and supporting preliminary plans shall also be submitted in both PDF and CAD format.

5.1 Preliminary Design Documents (Concepts) –

Prepare and provide the following sheets in support of this phase of the project:

5.1.1 Agoura Road

Utility Plans: This plan will be prepared at a 1”=40’ scale (assume up to 5 sheets)

Street Plans: This plan will be prepared at a 1”=40’ scale (assume up to 10 sheets plan and profile)

Stormwater and Drainage Details: This plan will be prepared at 1”=20’ scale (assume up to 2 sheets)

Landscape Plans: This plan will be prepared at 1”=40’ scale (assume up to 5 sheets)

Signing/Striping Plan: This plan will be prepared at 1”=40’ scale (assume up to 5 sheets)

5.1.2 Canwood Street

Street Improvement Plans: This plan will be prepared at a 1”=40’ scale (assume up to 2 sheets) and will indicate proposed pavement repair limits.

5.1.3 Opinion of Probable Construction Cost

Prepare and provide an Engineer’s construction cost estimate for all recommended improvements identified in the SLR and preliminary design documents.

5.2 Preliminary Bridge Design Study

Prepare and provide a Preliminary Bridge Study and Design Plans for the Agoura Road over Medea Creek single span overcrossing. The study will evaluate partial widening of the bridge using cantilever method as well as a narrowed lane option to keep the existing bridge at this location.

5.3 Hydrology and Hydraulics

Prepare preliminary calculations to determine modification or upgrades to the existing storm drain structures and Los Angeles County Department of Public Works (LADPW) debris basins within the project limits.

Prepare calculations for the first flush flow rates and infiltration volumes for the affected watersheds to size the proposed Best Management Practice (BMP) devices or storm water treatment facilities.

5.4 Summary Letter Report (SLR)

Prepare and provide two hard copies of the SLR with supporting plans from the preliminary design.

Task 6.0 – 50% PS&E Documents

Prepare and provide four (4) sets and pdfs of 50% PS&E plans as outlined in subtasks below.

6.1 50% PS&E Documents

The following sheets will be updated per comments provided in Task 5 by the City or added during this phase:

6.1.1 Agoura Road

Title and Note Sheets: one sheet

Typical Sections: one sheet

Utility Plans: Update and continue coordination with utility

Street Plans: Update

Stormwater and Drainage Details: update

Erosion Control Plan: This plan will be prepared at 1"=20' scale (assume up to 5 sheets)

Traffic Control Plan: Not anticipated until 90% PS&E phase.

Signing/Striping Plan: Update

Street Lighting Plans: This plan will be prepared at 1"=40' scale (assume up to 2 sheets) for Agoura Road within the Agoura Village Specific Plan limits.

Street Lighting Photometrics Plans: This plan will be prepared at 1"=40' scale (assume up to 2 sheets) for Agoura Road within the Agoura Village Specific Plan limits within the proposed project area

Horizontal Control Plan: This plan will be prepared at a 1"=40' scale (assume up to 5 sheets)

Construction Details: These (assume up to 2 sheets) will indicate details such as accessible ramps, typical paving sections, and other miscellaneous construction details which will provide clarification during construction. This sheet will also include the bridge improvement sections and details.

Planting Plan: This plan will be prepared at 1"=40' scale (assume up to 5 sheets).

Irrigation Plan: This plan will be prepared at 1"=40' scale (Assume up to 5 sheets)

Planting and Irrigation Details: (assume up to 2 sheets)

Hardscape Layout Plan: This plan will be prepared at a 1"=40' scale (assume up to 2 sheet) for the improvements within the Agoura Village Specific Plan area.

6.1.2 Canwood Street

Street Improvement Plans: Update.

Traffic Control Plan: Traffic Control Plan is not anticipated until 90% PS&E phase.

Signing/Striping Plan: This plan will be prepared at 1"=40' scale (assume 1 sheet).

6.2 Quality Control/Quality Assurance

Quality control will be conducted by senior management involved with the project along with other senior individual(s) within the team, not associated with the project.

6.3 Retaining Wall Design

Prepare structural calculations and design for the proposed slough wall at the base of slopes along Agoura Road. A typical section and matrix of design shall be included in construction details sheet.

6.4 Hydrology and Hydraulics

Revise calculations based on modifications to the design, as noted by the comments provided by the City.

Task 7.0 – 90% PS&E Documents

Prepare and provide four (4) sets and pdfs of 90% PS&E plans and pdfs of technical specifications and engineer's estimate as outlined in subtasks below.

7.1 90% PS&E Documents

The following sheets will be updated per comments received in Task 6 from the City or added during this phase:

7.1.1 Agoura Road

Title and Note Sheets: Update.

Typical Sections: Update.

Utility Plans: Update.

Street Plans: Update.

Stormwater and Drainage Details: Update.

Erosion Control Plan: Update.

Traffic Control Plan: This plan will be prepared at 1"=40' scale (assume up to 5 sheets).

Signing/Striping Plan: Update.

Street Lighting Plans: Update.

Street Lighting Photometrics Plans: Update.

Horizontal Control Plan: Update.

Construction Details: Update.

Planting Plan: Update.

Irrigation Plan: Update.

Planting and Irrigation Details: Update.

Hardscape Layout Plan: Update.

County Storm Drain Connection Permits (up to 2 sheets): Actual number of new or relocated catch basins/structures will not be known until we conduct our review of the site conditions and prepare the conceptual alignment. Develop a plan and profile sheet of up to 2 sheets for the proposed relocation of catch basin(s) or storm drain structures for submittal to Los Angeles County.

7.1.2 Canwood Street

Street Improvement Plans: Update.

Traffic Control Plan: This plan will be prepared at 1"=40' scale (assume 1 sheets).

Signing/Striping Plan: Update.

7.1.3 Storm Water Pollution Prevention Plan (SWPPP)

Prepare and provide a Storm Water Pollution Prevention Plan ("SWPPP") report for the proposed Agoura Road and Canwood Street Improvements as required by the State Water Resource Control Board (SWRCB). This task assumes that the site will be classified as a Risk Level 1. The SWPPP shall include a Construction Site Monitoring Program (CSMP).

7.1.4 Quality Control/Quality Assurance

Quality control will be conducted by senior management involved with the project along with other senior individual(s) within the team, not associated with the project.

7.2 Retaining Wall Design

Update the calculations and design for the slough walls.

7.3 Hydrology and Hydraulics

Minor adjustments to the calculations based on City comments received.

7.4 Final Technical Specifications

Prepare and provide specifications for 90% design.

7.5 Opinion of Probable Construction Cost

Prepare and provide an Engineer's construction cost estimate for recommended improvements identified in the 90% PS&E documents.

Task 8.0 – 100% PS&E Documents

Prepare and provide one (1) set final Mylar plans, technical specification, and engineer's estimate of construction cost for the final 100% PS&E documents.

Task 9.0 – Project Management, Meetings and Coordination

9.1 Project Meetings

The Consultant shall meet as needed with the City to accomplish Project tasks as outlined.

9.2 Project Management and Coordination

The Consultant shall provide project management and coordination with City staff, subconsultants, Los Angeles County, Las Virgenes Municipal Water District, and other utility agencies in support of the project.

9.3 Community Information Workshop

Consultant shall assist the City by preparing requested exhibits and documents. Consultant shall also be present at the workshop for technical support.

9.4 Project Schedule

Consultant shall provide project schedule and status updates, as changes to original schedule occur or as needed.

9.5 Project Submittals

Consultant shall coordinate and provide all submittal packages to the City.

Optional Services:

A. Final Bridge Design Plans

Should widening of the bridge be determined as necessary, the Consultant shall incorporate comments from the City from the preliminary design and develop final bridge design and construction documents for the Agoura Road over Medea Creek Overcrossing.

Consultant shall prepare 50%, 90% and Final bridge design and construction documents for the proposed bridge elements. Design will be based on current AASHTO Guide Specifications for the Design of Pedestrian Bridges and the Caltrans Bridge Design Specification, LFD Version, April 2000.

The plan set shall include the following sheets (total of 9 sheets):

- General Plan, Elevation and Typical Section
- Notes and Quantities
- Overhang Framing Plan
- Overhang Details 1 of 2
- Overhang Details 2 of 2
- Miscellaneous Details

Consultant shall also provide an Engineer's Construction Cost Estimate with the 50% plan review submittal and Final Plans.

Consultant shall provide two (2) hard copies of 50% and 90% design plans, specifications and estimate and one (1) signed Mylar and two (2) hard copies of plans, specifications and estimate of final design.

EXHIBIT B
PAYMENT RATES AND SCHEDULE