



**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	Kimley-Horn and Associates, Inc.
<b>City Department in charge of Contract:</b>	Public Works Department
<b>Contact Person for City Department:</b>	Tatiana Holden, P.E., Deputy Public Works Director
<b>Period of Performance for Contract:</b>	April 15, 2023 – December 31, 2024
<b>Not to Exceed Amount of Contract:</b>	One Hundred Thirty-Four Thousand Dollars (\$133,315.00)
<b>Scope of Work for Contract:</b>	Green Street Project: Roundabout at Las Virgenes Road and Thousand Oaks Blvd – PS&E, coordination, design, and support during construction services.

**Insurance Requirements for Contract:**

yes  no - Is General Liability insurance required in this contract?

*Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.*

yes  no - Is Auto insurance required in this contract?

*Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with a minimum limit of Two Million Dollars (\$2,000,000) combined.*

yes  no - Is Professional insurance required in this contract?

*Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).*

**California requires Worker’s Compensation insurance.**

## **PROFESSIONAL SERVICES AGREEMENT**

Kimley-Horn and Associates, Inc.

### **1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Kimley-Horn and Associates, Inc. a North Carolina Incorporation (“Consultant”).

### **2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Green Street Project: Roundabout at Las Virgenes Road and Thousand Oaks Blvd – PS&E (Plans, Specifications & Estimates), coordination, design, and support during construction services.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

### **3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s proposal to City dated March 20,2023 and attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s fee schedule to City dated March 20, 2023, attached and included within Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: April 15, 2023.
- 3.4 “Expiration Date”: December 31, 2024.

### **4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

**5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Thirty-Three Thousand Three Hundred Fifteen Dollars (\$133,315) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Jean Fares, P.E. shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. *Any modification made by the City to any of the Consultant's documents, or any use, partial use, or reuse of the documents without written authorization or adaption by the Consultant will be at the City's sole risk and without liability to the Consultant.*

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

**9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property *to the extent* resulting from any reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property *to the extent resulting from any* reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with a minimum limit of Two Million Dollars (\$2,000,000) combined.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant

shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**14. PERMITS AND APPROVALS**

Consultant shall *assist the City, at City's cost and expense, all in applying for those permits and regulatory approvals stated in the Scope of Work.* This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Tatiana Holden, P.E.  
Deputy Public Works Director  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

Kimley-Horn and Associates, Inc.  
660 South Figueroa Street,  
Suite 2050  
Los Angeles, CA 90017  
Attn: Jean Fares, P.E.  
Telephone: (213) 261-4040  
Email: [jean-fares@kimley-horn.com](mailto:jean-fares@kimley-horn.com)

With courtesy copy to:

Matthew T. Summers  
Colantuono, Highsmith & Whatley, PC  
City Attorney  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710



**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

- 18.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or

condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant ( or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs.

The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”  
City of Calabasas**

**“Consultant”  
Kimley-Horn and Associates, Inc.**

By: \_\_\_\_\_  
David J. Shapiro, Mayor

By: \_\_\_\_\_  
Jean Fares, P.E., Senior Vice President/Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kindon Meik, City Manager

By: \_\_\_\_\_  
Alyssa Phaneuf, Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Yalda, P.E., T.E.  
Public Works Director

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC, CPMC  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Matthew T. Summers  
Colantuono, Highsmith & Whatley, PC  
City Attorney

Date: \_\_\_\_\_

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK AND FEE SCHEDULE**



March 20, 2023

Tatiana Holden, PhD, PE  
Deputy Public Works Director  
City of Calabasas  
100 Civic Center Way, Calabasas,  
CA 91302

Re: Roundabout at Las Virgenes Road and Thousand Oaks Boulevard - City of Calabasas Roundabout Design Services

Ms. Holden:

Kimley-Horn is pleased to submit the following scope of services to complete plans, specifications, and estimate (PS&E) for a roundabout design for City of Calabasas. We understand the scope to include coordination, design, and support during construction services for a single lane, four-legged roundabout at the Las Virgenes Road and Thousand Oaks Boulevard intersection in the City of Calabasas (Project). This scope is for roundabout design services that are in support of the Green Street Project being prepared by City Staff.

**PROJECT UNDERSTANDING**

We understand that the roundabout is part of a larger Green Street Project that is being designed by the City. Project delivery of the roundabout plans will need to be accelerated to comply with grant funding obligations for delivery.

We have reviewed the project design completed thus far and have created a project approach. Our approach to complete the roundabout design is as follows:

- Confirmation of Concept: Kimley-Horn will confirm the roundabout operations and the proposed channelization (single lane roundabout). At this time, the Kimley-Horn team will work with the City to understand the overall Green Street Project design objectives and how the roundabout fits within the larger project. Key points include constraints such as right of way, utilities, nonroundabout design completed to date, storm water treatment strategies, and construction budget. These points will be balanced with potential refinements to the roundabout design that may save construction costs and provide improved vehicle, bicycle, and pedestrian experiences.
- Preliminary Engineering: Based on the topography of the intersection and the approach legs, both horizontal and vertical design should be completed in tandem. A key consideration will be the vertical design and the potential for high center of gravity design vehicles such as a box delivery trucks (SU-30), which experience instability. Kimley-Horn is experienced in balancing horizontal design and speed control with vertical rates of change considering the left turning movements of these vehicles in challenging terrain. Kimley-Horn has the vertical design experience and knowledge to develop 3D terrain models that can balance complex scenarios considering target stormwater low points, constructability, cost, and truck instability.
- Geometric Approval: A key component of our design philosophy is transparency. We will provide drawings that illustrate both the horizontal and vertical design intent. We prepare a design memorandum that documents the performance objectives that define a roundabout. Sometimes in retrofit conditions, not all performance checks can be achieved as documented in NCHRP 672. In these cases, we

document the difference in performance criteria and provide a supplemental reference that supports our decision to deviate from NCHRP 672 guidance. Often times, our deviations are based on our knowledge of the underlying performance criteria to establish the guidelines and our work in developing recent roundabout design guidance and manuals. We will also provide a roll plot of the roundabout geometry, signing, striping, and contour grading on a single sheet of paper so that the entire functional area of the intersection can be viewed without match lines and cut sheets. We find that this is the best way to understand the entirety of interactions between the vehicles, pedestrians, and bicycles. We provide contour grading plans at 0.2ft intervals to illustrate the design intent for smooth flowing rate of change and cross-slopes that are within recommended guidance.

To execute this work, the City needs an experienced roundabout design team to perform both the horizontal and vertical design. The Kimley-Horn Roundabout Design Team is led by Sean Houck, P.E. Sean is a nationally recognized roundabout expert with over 20 years of experience in roundabout planning, design, and peer review. He has provided planning, design, and peer review services for over 400 roundabouts across the nation. Sean is supported by a team of seven that focuses exclusively on the planning, design, and research of modern roundabouts across the country.

An overview of the services to be provided are as follows:

1. Refinement of current roundabout design.
2. Documentation of roundabout performance checks and preparation of roundabout geometric approval drawings.
3. Roundabout operations and verification of current channelization
4. Prepare and submit final design drawings in AutoCAD format, including signing and striping plan.
5. Provide all supporting calculations and traffic operations analysis.
6. Assist City staff in preparation of the project specifications if requested.
7. Conduct one (1) progress design meeting and one (1) meeting upon completion of the design with City staff.

In addition to applicable City standards, we assume that the following design guidance and software will be applicable for the roundabout design services:

- NCHRP Report 672: Roundabouts: An Informational Guide, Second Edition.   
Sidra Intersection 9

## Scope of Services

### **Task 1: Project Management**

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This task includes the management of the project from initiation through completion of the PS&E. The services provided include project initiation, planning, administration, coordination, attending meetings, and quality control, as described below. We assume a contract duration of 4 months for work described under this task.

#### 1.01 – Project Management and Administration

Kimley-Horn will provide project management and administration services for the project. KimleyHorn will spend time each month (up to 4 months) invoicing (with associated back up), monitoring progress against budget and overall quality assurance (QA). Specific quality control (QC) efforts for each deliverable document are included in the task covering that document. Kimley-Horn will create a schedule for construction deliverables and will update it during the life of the project as necessary.

## 1.02 – Project Development (PDT) Meetings

We will coordinate and conduct an initial project kick-off meeting with the City, and other stakeholders as identified by the City, to discuss and establish the preferred approach to design issues. Key outcomes of this meeting will be summarized in a brief memorandum and will serve as a basis of design.

Consultant will attend up to five (5) total virtual meetings (including the kick-off meeting) with the City for project status and review of plan submittals, with the remaining coordination assumed to be via phone or email.

## 1.03 – Quality Control

Consultant will apply a Quality Control process that will be implemented throughout the life of the project. A designated senior roadway engineer will perform independent reviews ahead of major submittals (90% PS&E and 100% PS&E) and attend one field visit.

### **Task 2: Preliminary Engineering**

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This task includes preliminary engineering design and studies in support of the preparation of base maps and plan sheets during PS&E Development. The task concludes with geometric approval (30% Plans) of the proposed roundabout to be included in the PS&E package.

We assume the existing project topographic survey, right of way, utility facility mapping, and geotechnical investigation/report are sufficient for the design of the roundabout and approach roadways. No additional survey, right of way, utility coordination, or geotechnical investigations are included in this scope. If additional topographic survey is required, Kimley-Horn will inform the Client and request the additional information be provided.

We assume no environmental services are needed for the roundabout and are not included in this scope of services.

### **2.01 - Roundabout Operations**

Roundabout traffic operations at the study intersections will be evaluated based on the design year traffic scenarios provided by the City. Roundabout operations will be evaluated using peak hour movements to determine the appropriate number of approach, circulatory, and departure lanes through the design life of the roundabout. The roundabout capacity and operations analysis will be conducted using Sidra Intersection 9 software using the HCM 6 capacity model.

The following items are included in this task:

- Perform peak hour intersection Level of Service (LOS) and queuing analysis for roundabout control during existing and future peak hour design year scenarios. Report the peak hour average control delay, LOS, volume to capacity ratio (v/c), and 95th percentile queue length for each approach by movement. Queue estimates will be examined relative to available storage lengths to nearby driveways and adjacent intersections.

Deliverables:

Roundabout Operations Memorandum

## 2.02 – Concept Refinement

The primary purpose of this task is to verify the design year footprint of the study intersection. The conceptual design phase provides a cost-effective framework to evaluate approach and departure alignment alternatives, including the channelization of approach, circulatory, and departure lanes, with respect to known project constraints, design vehicles, right of way, local access, and utilities. Roundabout design will be in conformance with principles described in NCHRP Report 672.

The roundabout conceptual layouts will be prepared using project CADD files. It is assumed base mapping such as aerial images, topographic mapping, proposed site improvements, etc, will be provided. Colored, 2D concept renderings will depict critical roundabout features and geometric design elements based on the initial roundabout operations prepared under Task 2.01. The layouts will include colored pavement markings consistent with the MUTCD edition in effect when a formal Notice to Proceed (NTP) is received. In addition, the layouts will include color coded areas identifying landscape opportunities and potential sight line constraints based on estimated sight lines. Project constraints and right of way will be identified.

Kimley-Horn will incorporate planned storm water strategies, prepared by the Client, for target stormwater runoff and treatment areas within the roundabout project improvement area and improvements to the existing drainage infrastructure. We assume all drainage analysis, modeling, and storm drain design will be completed by the city.

Key features evaluated during this phase include:

- Size and location of roundabout relative to right-of-way and geometric constraints
- Number of approach, departure, and circulatory lanes
- Channelization and striping strategies for circulating lanes and design vehicle accommodation
- Approach and departure alignment
- Design speed, design vehicle, and sight line considerations (Preliminary calculations will be conducted at this phase of concept refinement. Final design check calculations will be completed during geometric approval)
- Local access impacts and circulation
- Travel paths for bicyclists and pedestrians
- Continuity for pedestrian travel and access to transit facilities
- Estimated functional area of intersection based on roundabout geometric features and roundabout design influence areas

Up to two concepts will be considered at the intersection. This may include alternative means to achieve target safety performance measures, pedestrian & vehicle site circulation, right-of-way impacts, utility avoidance, storm water treatment, environmental avoidance/mitigation areas, etc. In some cases, and at the discretion of the engineer, there could be a hybrid of various features that help explore the range of options and tradeoffs for each concept. Options and trade-offs typically include variations on the roundabout inscribed circle diameter and central island, location of the roundabout, and variations in the approach and departure geometry.

It is assumed that constraints at the project location will be identified and provided prior to development of the refined project concepts. This scope assumes development of two draft concept layouts for review by the client. After review by the client, one round of adjustments to the layout is included.

The preferred concept layout will serve as the basis for optimization of the roundabout and geometric approval as described under Task 2.03.



## **2.03 – Roundabout Geometric Approval Drawings 2.03.1 – Geometric Approval of Roundabout (Horizontal)**

### **Geometric Approval (Horizontal)**

Consultant will prepare preliminary engineering drawings and design check calculations to obtain geometric approval of the preferred concept. Preliminary engineering plans are assumed to extend to the point where the improvements conform with existing street infrastructure or proposed street typical section, whichever is less.

Preliminary engineering drawings will be prepared to identify the horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions to either the existing street infrastructure or proposed typical street section. The functional area of the intersection will be defined. If a roundabout is the identified improvement, typical sections of each leg, the roundabout circulatory roadway and central island will be prepared.

We assume that all constraints, storm water treatment areas, and other above and below ground considerations will be provided prior to the start of this task.

Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum. Roundabout curb geometry and lane markings will be adjusted to achieve target design values for estimated speeds, design vehicles, and sight lines. If site conditions or other constraints require a deviation from guidance described in NCHRP Report 672, the deviation will be identified in the technical memorandum along with a description why the deviation is being requested. The following design checks will be evaluated for vehicles:

- Fastest path estimation for R1 through R5
- Swept path and tire tracking for design vehicles (Assume up to two design vehicles)
- Intersection angle of visibility
- Intersection Sight Distance (Assume  $t_c=5.0$  seconds)
- Stopping Sight Distance
- Path overlap estimation for multi-lane entries and departures

### **2.02.2 – Preliminary Vertical Design**

Based on the approved horizontal geometry, centerline and curb profiles will be generated to a level sufficient to identify estimated grading of the roadway finished surface and to identify drainage patterns. A preliminary contour plan of the finished surface will be prepared as a design check for drainage, right-of-way, sight line, and driver comfort.

### **2.02.4: Roundabout Geometric Approval**

This task is established to achieve geometric approval of the roundabout through the City. The format of the GAD deliverable will be a single-sheet roll plot of the project area. This roll plot will include curb geometry, as well as signing and striping, with general informational callouts of the improvements, hatches to denote areas of improvements, contour grading plan, linework for the existing utilities and preliminary underground drainage improvements (provided by the city), and typical sections.

We assume after one round of revisions, consultation, and response to consolidated comments, the roundabout will be considered geometrically approved. After approval, any requests or directions to change the horizontal curb geometry within the functional area of the roundabout will be considered out of scope work.

The following deliverables are assumed for this task:

- Roundabout Geometric Approval layout roll plot and Design Check Technical Memorandum
- Preliminary contour plan in pdf and cadd format

### **Task 3: Design PS&E**

This task includes the preparation of construction documents needed for project approval and bid for construction.

#### **3.01 – Plan Preparation 3.01.1 – Draft Final PS&E**

Based on the selected roundabout concept from Task 2, the Consultant team will create draft final roundabout plans for the selected intersection improvements. We anticipate developing the following plan sheets (estimate of 10 total sheets):

<b>Typical sections</b>	<b>1 sheet</b>	<b>Supplement to City Plans</b>
<b>Roundabout Layout plans</b>	<b>2 sheets</b>	
<b>Roundabout Construction details</b>	<b>4 sheets</b>	
<b>Contour Grading Plans</b>	<b>1 sheet</b>	
<b>Signing and striping</b>	<b>2 sheets</b>	<b>Supplement to City Plans</b>
<b>Total:</b>	<b>10 sheets</b>	

We assume the following sheets will be prepared by the city within the roundabout project area: - Drainage and Utility plans

- Demolition plans
- Landscape and Irrigation
- Street Lighting

It is assumed that staged construction, traffic control, and detour plans will be the contractor's responsibility and are therefore not included in this Scope of Services.

The draft final deliverables will be provided to the city for their review and comment in cadd and pdf format.

#### **3.01.2 – Final PS&E**

We assume the City will provide one set of consolidated, non-conflicting comments on the draft final deliverables. Based on these comments, we will finalize the design, plans, and supporting documents. We will provide responses to City comments with the final deliverable submittal.

The final deliverables will be provided to the city for their review and comment in cadd and pdf format.

#### **3.01.3 – Consultation**

Kimley-Horn will provide up to 20 hours of as-needed consultation to the city. This budget is established to assist with project specifications and other roundabout related items.



**Project Schedule**

A proposed project schedule is provided below based on weeks from NTP:

Task	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16
<b>Task 1: Project Management</b>																
1.1 Project Management and Administration																
1.2 Project Development Team Meetings																
<b>Task 2: Preliminary Engineering</b>																
2.1 Roundabout Operations																
2.2 Concept Refinement																
2.3 Roundabout Horizontal Approval																
2.4 Roundabout Vertical Approval																
<b>Task 3: Design PS&amp;E</b>																
3.1 Draft PS&E																
3.2 Final PS&E																
3.3 Consultation																

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## **Project Budget**

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The professional fees needed to complete the scope above are provided on the following page with a breakdown of hours per task.

Thank you again for the opportunity to provide these services. Please contact me at (213) 354-9402 if you have any questions or require additional information.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Sean T. Houck, PE  
PE No. C59500



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Calabasas Roundabout at Las Virgenes Road and Thousand Oaks Boulevard								
		KIMLEY-HORN TEAM						TOTAL \$ by Task
		Sr. Prof II	Sr. Prof II	Sr. Prof. I	Prof	Analyst II	Analyst I	
Task Description								
<b>1</b>	<b>Project Management</b>							
	<i>Project Management and Administration</i>	2	4		4			5
	<i>Meetings</i>		8					
	<i>Quality Control</i>	2	8					
<b>2</b>	<b>Preliminary Engineering</b>							
	<i>Operations</i>		2			6		
	<i>Concept Refinement</i>		8			24		
	<i>Geometric Approval Drawings</i>		40	20		100	80	
<b>3</b>	<b>Design Plans</b>							
	<i>Draft Plans</i>		16	20	12	40	80	
	<i>Final Plans</i>		16	10	12	32	40	
	<i>Consultation</i>		20					
<b>TOTAL NUMBER OF HOURS</b>		<b>4</b>	<b>122</b>	<b>50</b>	<b>28</b>	<b>202</b>	<b>200</b>	<b>5</b>
		\$385.00	\$320.00	\$240.00	\$215.00	\$160.00	\$140.00	\$135.00
<b>LABOR COST</b>		<b>\$1,540</b>	<b>\$39,040</b>	<b>\$12,000</b>	<b>\$6,020</b>	<b>\$32,320</b>	<b>\$28,000</b>	<b>\$675</b>
<b>Expenses</b>								<b>\$1,600</b>
<b>PROJECT TOTAL</b>								<b>\$121,195</b>