

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF THOUSAND OAKS  
AND  
RRM Design Group**

THIS AGREEMENT is made and entered into this 3<sup>rd</sup> day of December, 2024, by and between **CITY OF THOUSAND OAKS**, a municipal corporation ("City"), and **RRM Design Group, a corporation ("Consultant")**.

City and Consultant agree as follows:

**1. RETENTION OF CONSULTANT**

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**2. DESCRIPTION OF SERVICES**

The services to be performed by Consultant are as follows:

Professional services in conjunction with architectural, engineering, and entitlement services related to the Downtown Thousand Oaks Project. Services and deliverables shall generally include architectural and landscape design of the Downtown program, civil engineering, traffic analysis, parking utilization analysis, and preparation of formal land use application, and are more particularly set forth in the Scope of Work, attached as Exhibit "A," which is incorporated herein by reference.

**3. COMPENSATION AND PAYMENT**

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$4,630,899 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly, at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees, attached as Exhibit "B" and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant until December 31, 2025 after which any change in the rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due Consultant for all work described under this Agreement.

(b) **Payment.** Consultant shall provide City with written verification of the actual compensation earned, in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including, if applicable, a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

(c) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Exhibit "B."

#### **4. CITY PROJECT MANAGER**

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Akbar Alikhan.

#### **5. TERM, PROGRESS AND COMPLETION**

The term of this Agreement is from the date first written above to December 31, 2029, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed under the Agreement until (i) Consultant furnishes proof of insurance as required by paragraph 9 below, and (ii) City's Project Manager gives written authorization to proceed with the work. All services shall be completed within the term of this Agreement.

#### **6. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. Consultant shall require all subconsultants it hires to perform work on the subject Project to agree in writing to provide City all drawings, designs, data, photographs, reports, and other documentation prepared by said subconsultant at City's request. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, graphics, brochures, reports, and other documentation for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

## **7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTS**

This Agreement is for professional services, which are personal to City. Nicholas A. Deitch is deemed to be especially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should said individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. A primary subconsultant performing professional services for City under this Agreement is SmithGroup Architects. Consultant agrees to provide written notice if Consultant acts to remove SmithGroup Architects from this project and substitute another subconsultant in its place. City's written approval is required for any subconsultant added to assist Consultant with the professional services to be delivered under this Agreement.

This Agreement is not assignable by Consultant without City's prior written consent.

The following portions of the work described in this Agreement may be subcontracted out to other parties by Consultant:

- Architectural design of civic and mixed-use buildings
- Mechanical/Electrical/Plumbing design,
- Fire Prevention, Lighting
- Sustainable design
- Civil/structural engineering
- Parking structure and mixed-use structural engineering
- Geotechnical engineering
- Traffic engineering
- Security, Audio/Visual, Telecommunications, and Acoustic design
- Parking management
- Dry utility design
- Cost estimation and management

## **8. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for Consultant's Damages.** Consultant holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

**(b) Defense and Indemnity of Third Party Claims/Liability.** To the maximum extent allowed by law, Consultant shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, agents, employees and volunteers

from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Consultant, or should City otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**(c) Nonwaiver.** City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 9.

## **9. MINIMUM SCOPE AND LIMIT OF INSURANCE**

Subject to the limitations on design professional liability in California Civil Code Section 2782.8 and without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

Coverage shall be at least as broad as:

(a). **Commercial General Liability (CGL):** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

(b). **Automobile Liability:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c). **Worker's Compensation:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its elected officials, officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subcontractors.

(d). **Professional Errors and Omissions Insurance:** Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years.

If Consultant maintains higher limits than the minimum shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

## **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### Additional Insured Status

City, its elected officials, officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of

both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Consultant shall ensure that the automobile liability policy contains a provision covering City as an additional insured, and shall obtain an endorsement to that effect if it does not.

#### Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be “pay on behalf” with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and no-contributory basis for the benefit of City as required in written contract or agreement before City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

#### City’s Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant’s payments. In the alternative, City may cancel this Agreement.

#### City’s Right to Revise Specifications

City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

#### Primary and Non-Contributory Coverage

For any claims related to this Agreement, Consultant's Liability insurance coverage shall be primary insurance as respects City, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13.

#### Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to City).

### Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected officials, officers, agents, employees or volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Consultant hereby waives his own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to City prior to commencement of work.

### Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

- (a). The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
- (b). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.
- (c). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

### Verification of Coverage

Consultant shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be

received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

## **10. RELATION OF THE PARTIES**

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 Contractor shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

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

## **11. CORRECTIONS**

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

## **12. TERMINATION BY CITY**

City may terminate without cause any or all of the services agreed to be performed under this Agreement upon 30 calendar days' written notice. If termination is for cause, no advance notice need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the



time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

### **13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

### **14. AUDIT OF RECORDS**

Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

### **15. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted

or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**16. CONFLICT OF INTEREST**

Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City employee or official.

**17. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

**18. MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**19. GOVERNING LAW**

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

**20. TAXPAYER IDENTIFICATION NUMBER**

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

**21. NON-APPROPRIATION OF FUNDS**

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

**22. MODIFICATION/AMENDMENT OF AGREEMENT**

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the City and Consultant.

**23. USE OF THE TERM "CITY"**

Reference to "City" in this Agreement includes the City Manager or any authorized representative acting on behalf of City.

**24. PERMITS AND LICENSES**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**25. CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

**26. AUTHORIZATION**

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

**27. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services.

**28. PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**29. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as

follows:

TO CITY:                      Attention:  
Akbar Alikhan, City Manager's Office  
City of Thousand Oaks  
2100 Thousand Oaks Boulevard  
Thousand Oaks, CA 91362

TO CONSULTANT:

### 30. **SIGNATURES**

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

**In concurrence and witness whereof**, this Agreement has been executed by the parties effective on the date and year first above written.

**CONSULTANT**

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Erik P. Justesen  
CEO

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Debbie Rudd  
Senior Vice President

**CITY OF THOUSAND OAKS**

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Al Adam, Mayor

**ATTEST:**

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Laura B. Maguire, City Clerk

**APPROVED AS TO ADMINISTRATION:**

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Andrew P. Powers, City Manager

**APPROVED AS TO FORM:**

Office of the City Attorney

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Patrick J. Hehir, Chief Assistant City Attorney

## **EXHIBIT A**

### **Downtown Thousand Oaks Project – Architectural/Engineering Design & Entitlement Services**

#### **GENERAL SCOPE OF WORK**

The following is a general scope of work for Design & Entitlement Services related to the Downtown Campus Master Plan and the initial scope of work required of the architect/engineer. The final scope of work may differ based on the scopes of work submitted during the Request for Proposals phase and negotiations with the selected Consultant as well as one or more amendments that may be entered into by the City and the Architect for individual components of the plan.

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

##### **Project Kick-off**

- 1.1.1. Host a project kick-off meeting with relevant City staff and key stakeholders selected by the City.

##### **Existing Content Review**

- 1.1.2. Review existing data developed during the conceptual design stage of the project.

##### **Project Schedule**

- 1.1.3. Review the scope of work, project expectations, and estimated project schedule. Develop detailed project schedule in coordination with City staff, and update Master Project Schedule on a monthly basis.

##### **Invoicing and Reporting**

- 1.1.4. Prepare and submit monthly invoices and progress reports.
  - 1.1.4.1. Progress reports should indicate progress relative to budget expended.

##### **Regular Meetings**

- 1.1.5. Host and document monthly project management meetings with relevant City staff. City staff may also include key stakeholders in select meetings.
- 1.1.6. Frequent ad hoc meetings with the City project manager may be necessary on an informal basis to discuss specific items/deliverables.

##### **File Organization and Communication**

- 1.1.7. Along with City Project Manager, actively manage Microsoft Teams site to provide written project updates, manage shared files, and communicate with City staff.

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

This task is related to the entirety of the Downtown Campus Plan program, including both the public buildings and the buildings that will eventually be constructed through a public/private partnership. This task contains both civil engineering tasks related to right-of-way construction and land development. City staff may have recent studies/analyses related to the tasks below that will be provided to the selected consultant. Existing studies should be leveraged to reduce the additional work necessary to complete each task.

### **Geotechnical Analysis**

- 2.1.1. Review previous geotechnical investigations on the Civic Arts Plaza site and adjacent parcels. Take proposed concept and locations into account when selecting exploration areas and depths.
- 2.1.2. Using borings or other methods as recommended, determine surface conditions throughout the program.
- 2.1.3. Using borings, laboratory analysis, or other methods as recommended, determine subsurface conditions throughout the program.
- 2.1.4. Determine the presence of any seismic geohazards within the program area, including the documentation of any nearby faults, ground rupture potential, and liquefaction potential.

*Deliverable: Geotechnical analysis for the Downtown Campus Master Plan program area that satisfies all requirements needed for environmental impact report review and entitlement.*

### **Utility Analysis**

- 2.1.5. Calculate the utility demands for the entirety of the Downtown program based on its size, usage, and design requirements. This includes domestic and irrigation water supply, sewer capacity, and electrical load.
  - 2.1.5.1. Utility analysis should incorporate requirements outlined in the City's Climate and Environmental Action Plan (e.g. electrification, EV charging, etc.).
- 2.1.6. Evaluate the capacity of existing utility infrastructure to accommodate the demands of the Downtown Program. Identify any limitations or constraints.
  - 2.1.6.1. Demands should also include temporary uses on the site such as shore power for food trucks, farmers market, catered events, or other onsite events.
- 2.1.7. In coordination with City staff, map existing utility alignment and indicate proposed utility alignments to service all portions of the program. The proposed alignments should also take into consideration development of adjacent parcels to the East and West of the Civic Arts Plaza.

*Deliverable: Utility analysis for the Downtown Campus Master Plan program area that satisfies all requirements needed for environmental impact report review, entitlement, and will-serve letters for City and private utilities.*

### **Site Survey Analysis**

- 2.1.8. Prepare topographical survey that includes all of the following components (more may be added at the request of City staff)
  - 2.1.8.1. Topography at 1 foot contours. Elevation points required are located at the right-of-way line, driveways, edge of pavement, flow line, walls, stairs, building corners and pertinent features, etc. Topographic survey limits shall extend 10 feet beyond the apparent right of way line and 20 feet at driveways.
  - 2.1.8.2. All aboveground features, such as light poles, utility pedestals/vaults, fences, bushes, mature trees including drip line, overhead wires etc. inside the public right-of-way and 10 feet beyond the apparent right-of-way line (location and elevation).
  - 2.1.8.3. Locate and survey all underground utilities, such as storm sewer, water main, water main services, sanitary sewer and their respective appurtenances, etc. (location and elevation of rim, inverts, flow direction, size and material of pipes labeled in the CAD file).
  - 2.1.8.4. Locate and survey all underground utilities, such as gas, electric, cable TV, telephone lines and their respective appurtenances.
  - 2.1.8.5. All private improvements within the Right of Way, including walls, landscape, address markers, etc.
  - 2.1.8.6. 100-year flood plain lines, high water line and stream set back line where applicable.
  - 2.1.8.7. Property lines, property corners and survey monuments.

*Deliverable: Topographic survey in CAD file format. Survey detail shall meet all requirements for environmental impact report review and entitlement.*

### **Preliminary Civil Grading & Drainage Plan**

- 2.1.9. Develop preliminary grading concepts to achieve the desired site contours and elevations. This includes site leveling, cut and fill requirements, and slope grading.
- 2.1.10. Drainage Solutions: Incorporate drainage solutions into the grading plan to manage stormwater runoff and prevent erosion. Site Drainage design and BMP's to be in compliance with the current Ventura County MS4 Stormwater Permit.
- 2.1.11. Design grading to facilitate access and circulation around the site, including driveways, parking areas, and building entrances.
- 2.1.12. Prepare preliminary grading plan drawings that illustrate the following:
  - 2.1.12.1. Contours and Elevations: Proposed contour lines, spot elevations, and grading slopes.



- 2.1.12.2. Cut and Fill Areas: Areas where earth will be removed or added, including quantities.
- 2.1.12.3. Drainage Features: Locations of drainage features such as swales, basins, and pipes.
- 2.1.12.4. Access Points: Grading around access points, driveways, and parking areas.

*Deliverable: Preliminary 30% grading and drainage civil engineering site plans for the Downtown Campus Master Plan program area that satisfies all requirements needed for environmental impact report review and entitlement.*

### **Task 3: Architectural Design of Proposed City Hall Building**

The conceptual program contains several independent buildings of varying uses (e.g. civic/institutional, commercial, commercial/residential). All structures in the program will need to be designed to the 30% design level.

#### **Architectural Style Refinement & Selection**

- 3.1.1. Using the existing concept as a starting point, hold two (2) workshops with City project team and Council Ad Hoc Committee to understand vision, preferences, and expectations regarding the architectural style.
  - 3.1.1.1. Explore any specific styles or design inspirations of other civic/institutional buildings.
  - 3.1.1.2. Assess how each architectural style will integrate with the site's context, including landscape, climate, and surrounding architecture.
  - 3.1.1.3. Prepare a range of style options for the client, including visual presentations with images, drawings, and examples of completed projects that reflect each style.
  - 3.1.1.4. Present a final recommendation for the architectural style based on the evaluation process and project goals.

*Deliverables: Style presentation package, including visual references and descriptions.*

#### **Interior Space Planning and Circulation**

- 3.1.2. Using the existing concept as a starting point, verify space needs for City operations and hold two (2) workshops with City project team and Council Ad Hoc Committee to incorporate feedback into design.
  - 3.1.2.1. Develop recommended space allocation schedule for City staff positions to use as basis for space needs.
- 3.1.3. Develop an internal circulation plan that complements the external/programmatic circulation goals.

- 3.1.4. In consultation with City staff, develop general floor plans for each floor of the proposed City Hall that takes into consideration business operations, preferred adjacencies, and space efficiencies.

*Deliverables: Floorplan schematics for each floor of the proposed City Hall and schedule of space needs allocation by position. Schematics should include square footages, defined floorplans, and elevations.*

### **Exterior Building Design**

- 3.1.5. Taking into consideration the interior space needs, external/programmatical circulation needs, and architectural preferences gleaned from Task 3.1, develop a virtual 3D model of the proposed City Hall building.
  - 3.1.5.1. 3D model should be rendered in Enscape, V-Ray, or similar virtual modeling software. Model vignettes should be exportable for review by City staff at key intervals.
  - 3.1.5.2. Refine the exterior elevations, incorporating material selections, window placements, and façade details.
  - 3.1.5.3. Document building/massing elevations & heights for inclusion in formal land use application submittal.
  - 3.1.5.4. Coordinate with structural, mechanical, electrical, and plumbing (MEP) engineers to ensure that the design concept is technically feasible.

*Deliverables: Virtual 3D rendering of proposed City Hall building.*

## **Task 4: Architectural Language and Design Framework**

The conceptual program contains several independent buildings of varying uses (e.g. civic/institutional, commercial, commercial/residential). This scope item is focused on the existing City Hall building, mixed-use, and commercial buildings contained in the program. As conceived, the commercial and mixed-use buildings will be developed through a public-private partnership, however the City aims to define an architectural framework for these structures for program continuity purposes. Furthermore, the City's goal is to define this portion of the program to satisfy the needs of entitlement.

### **Material and style integration of Existing City Hall**

- 4.1.1. Propose material and style integration strategies that harmonize the new City Hall and other new structures with the existing Civic Arts Plaza while introducing contemporary elements.
- 4.1.2. Hold one (1) workshop with City staff and Council Ad Hoc Committee to review architectural style integration strategies and incorporate feedback.
- 4.1.3. Prepare visual representations of the proposed style integration using 3D renderings, and site plans that show how the new and existing buildings interact and complement each other.

*Deliverables: Updated 3D model showing integration of architectural styles.*

#### **Design framework for Commercial and Mixed-Use Structures**

- 4.1.4. Develop architectural style for commercial and mixed-use structures that complement the existing City Hall (post-renovation) and the proposed City Hall. Hold two (2) workshops with City staff and Council Ad Hoc Committee to present concepts and incorporate feedback.
  - 4.1.4.1. The commercial and mixed-use structures should establish their own architectural identity that seeks to complement, rather than mirror, the civic/institutional buildings in the program.
  - 4.1.4.2. The design framework seeks to create architectural language between the structures while still allowing the private developer some flexibility to design their project within the envelope established by the City's EIR document and associated entitlement.

*Deliverable: Design framework defining materiality, façade articulation, building form, and orientation. Schematics should include square footages, defined floorplans, and elevations. Information will be used for City's formal land use application and for eventual public-private partnership RFP process.*

### **Task 5: Site Access, Circulation, and Traffic Impact Analyses**

#### **Field Investigation**

- 5.1.1. The Consultant shall conduct a site visit to the project location to observe and inventory the current project conditions including egress and ingress.
- 5.1.2. The Consultant shall visit the study intersections proposed to be evaluated as listed in Task 4.2 and review the existing roadway lane configurations and roadway widths, peak hour traffic operations, pedestrian activity, and other traffic issues for consideration.
- 5.1.3. The Consultant shall inventory existing transit stops, intersection traffic control measures, bike facilities, pedestrian facilities, speed limits, on-street parking, and other relevant traffic conditions to conduct the traffic analysis.

*Deliverables: Observations of the study area to be included in the technical memorandum and report. Incorporate analysis findings into revised site plan.*

#### **Site Access and Circulation Analysis**

- 5.1.4. Data and Information Collection - Prior to the commencement of work, the Consultant shall collect and review pertinent documents including, but not limited to, the current project description and site plan.

- 5.1.5. Site Access Analysis – The Consultant shall review and analyze the proposed access points along Thousand Oaks Boulevard summarized below. The Consultant shall include conceptual exhibit(s) for any proposed improvements. Proposed improvements shall be incorporated into the Level of Service (LOS) analysis described in subsequent tasks.
- 5.1.5.1. New Street – Per the project site plan, New Street (also referred to as “West Road”) is proposed to intersect Thousand Oaks Boulevard west of Dallas Drive. The Consultant shall provide recommendations on the design of New Street/Thousand Oaks Boulevard in conjunction with Dallas Drive. Recommendations may include roadway improvements, turning restrictions, and/or re-striping. A traffic signal warrant analysis shall also be prepared for New Street/Thousand Oaks Boulevard.
- 5.1.5.2. Dallas Drive-Civic Arts Plaza – The Consultant shall review the existing signalized intersection of Dallas Drive-Civic Arts Plaza/Thousand Oaks Boulevard and recommend any improvements to optimize operations in conjunction with New Street. Recommendations may include roadway improvements, turning restrictions, signal modifications, removing pedestrian crossings across Thousand Oaks Boulevard, and/or reconfiguring Dallas Drive-Civic Arts to an unsignalized intersection and signalizing New Street.
- 5.1.5.3. Zuniga Ridge Place – The proposed internal traffic circle (roundabout) creates a new vehicular connection to Zuniga Ridge Place to the west. The Consultant shall provide recommendations on the operations of Zuniga Ridge Place/Thousand Oaks Boulevard which may include lane reconfigurations, turning restrictions, removing pedestrian crossings across Thousand Oaks Boulevard, and/or signal modifications.

#### **Internal Circulation Analysis**

- 5.1.6. The Consultant shall review the proposed site plan, indicate any operational concerns, and provide recommendations to enhance circulation and safety. The analysis shall include, but not be limited to, the following:
- 5.1.6.1. Internal circulation layout to/from proposed parking garages including any modifications to roadway design, striping, signage, and building location. The analysis shall review the New Street and Oakwood Drive intersection (improvements to the traffic circle (roundabout) or a change in intersection control).
- 5.1.6.2. Operations of the internal roadway Main Street between Dallas Drive and The Lakes Drive (permitted users, direction of travel, striping, signage, delineators, etc.). The analysis shall also review operations and sight distance along Main Street at the New Street, Dallas Drive, and Lakes Drive intersections.
- 5.1.6.3. On and off-street parking layout.
- 5.1.6.4. Improvements or traffic calming measures to enhance pedestrian and bicyclist safety.

- 5.1.6.5. Any other on-site improvements recommended by the Consultant.

### **Technical Memorandum**

- 5.1.7. The Consultant shall prepare a draft technical memorandum including graphics summarizing the site access and circulation analysis for City staff review. Multiple revisions of the memorandum may be required. The final memorandum shall be prepared after addressing all comments by the City.

*Deliverables: Technical memorandum in draft and final formats.*

### **Traffic Counts**

- 5.1.8. The Consultant shall analyze the intersections listed below with the following methodology:
- 5.1.8.1. Rancho Road/Thousand Oaks Boulevard
  - 5.1.8.2. Rancho Road/US-101 Northbound Ramps
  - 5.1.8.3. Rancho Road/US-101 Southbound Ramps
  - 5.1.8.4. Erbes Road/Hillcrest Drive
  - 5.1.8.5. Erbes Road/Thousand Oaks Boulevard
  - 5.1.8.6. Los Feliz Drive/Thousand Oaks Boulevard
  - 5.1.8.7. Zuniga Ridge Place/Thousand Oaks Boulevard
  - 5.1.8.8. Dallas Drive-Civic Arts Plaza/Thousand Oaks Boulevard
  - 5.1.8.9. The Lakes Drive/Thousand Oaks Boulevard
  - 5.1.8.10. Conejo School Road/Thousand Oaks Boulevard
  - 5.1.8.11. Hampshire Road/Thousand Oaks Boulevard
  - 5.1.8.12. Hampshire Road/US-101 Northbound Ramps
  - 5.1.8.13. Hampshire Road/US-101 Southbound Ramp
  - 5.1.8.14. New Street (West Road)/Thousand Oaks Boulevard (Proposed)
- 5.1.9. Intersection turning movement counts for the 13 existing study locations (Study Intersection #14 is a future intersection) shall be collected on one typical weekday, (i.e., Tuesday, Wednesday, or Thursday) during the morning and evening peak periods, 7:00-9:00 a.m. and 4:00-6:00 p.m., respectively.
- 5.1.10. Data collection shall be performed during a typical work/school week in the absence of inclement weather, holiday weeks, special events, adjusted bell schedules, temporary traffic control, freeway incidents that result in traffic diversion to City streets, and nearby street collisions that disrupt traffic flow and alter travel patterns.
- 5.1.11. Bi-directional 24-hour machine counts shall be conducted at the segments listed below on the same day as the intersection turning movement counts.
- 5.1.11.1. Thousand Oaks Boulevard west of Dallas Drive-Civic Arts Plaza
  - 5.1.11.2. Thousand Oaks Boulevard east of Dallas Drive-Civic Arts Plaza
  - 5.1.11.3. Dallas Drive-Civic Arts Plaza south of Thousand Oaks Boulevard

*Deliverables: AM and PM Peak Hour Turning Movement Counts and 24-Hr Directional Machine Counts.*

### **Traffic Impact Analysis (TIA)**

- 5.1.12. Data and Information Collection - Prior to the commencement of work, the Consultant shall collect and review pertinent documents including, but not limited to, intersection as-built information, intersection traffic signal timing plans, and any previous TIAs within the project limits. The Consultant shall contact Caltrans, and other affected agencies for input and direction for the TIA, as necessary.
- 5.1.13. Traffic Impact Methodology – Trip generation, trip distribution, and trip assignment shall be approved by City staff prior to the evaluation of the traffic signal operations for the “plus project” scenarios. The following shall be included in the study:
  - 5.1.13.1. Trip Generation Analysis using the ITE Trip Generation Manual, 11<sup>th</sup> Edition. Consultant shall incorporate any applicable trip reductions (internal capture, pass-by, existing use, etc.)
  - 5.1.13.2. Trip distribution diagrams for commercial and residential components. Consultant shall utilize preliminary site plan and coordinate with City staff to forecast distribution traveling to/from each project driveway.
  - 5.1.13.3. Traffic assignment diagrams
  - 5.1.13.4. Intersection LOS Analysis at all signalized study intersections using the current Highway Capacity Manual (HCM) Methodology for the AM and PM peak periods.
- 5.1.14. Study Scenarios – The TIS will include the following project impact scenarios:
  - 5.1.14.1. Existing conditions
  - 5.1.14.2. Existing conditions plus project
  - 5.1.14.3. Cumulative Conditions at Project Build-Out (pending related projects and proposed lane configuration modifications provided by the City). Ambient growth rates for the cumulative condition will follow the methodology from the City of Thousand Oaks Traffic Impact Mitigation Fee Nexus Study, unless otherwise directed by City staff.
  - 5.1.14.4. Cumulative Conditions plus project
- 5.1.15. Level of Service - The City has adopted various LOS criteria for different signalized intersections. A summary is provided below:
  - 5.1.15.1. Acceptable LOS – LOS “C” with exceptions listed below.
  - 5.1.15.2. Per Resolution No. 2019-011 in Attachment #2, specific intersections on Thousand Oaks Boulevard, Hillcrest Drive, and Moorpark Road are acceptable at LOS D.
  - 5.1.15.3. Unless otherwise directed by City staff, a significant impact is identified if the “plus project” scenario operates at unacceptable LOS.
  - 5.1.15.4. Consultant shall determine feasible and appropriate traffic mitigation measures for intersections operating at unacceptable LOS. Consultant shall review proposed improvements identified in the Traffic Impact

Mitigation Fee Nexus Study before proposing additional mitigation measures.

5.1.15.5. Concept exhibits for any proposed mitigation measures and/or intersection improvements shall be prepared by the Consultant

5.1.16. Queuing Analysis – A queuing analysis shall be conducted at the following intersections along Thousand Oaks Boulevard: Los Feliz Drive, Zuniga Ridge Place, New Street, and Dallas Drive. The analysis shall recommend any improvements as part of the project to provide adequate operations and sufficient vehicle queuing capacity.

5.1.17. Technical Report – Consultant shall prepare a draft technical report including tables and graphics summarizing the TIA for City staff review. Multiple revisions of the report may be required. The final report shall be prepared after addressing all comments by the City.

*Deliverables: Preliminary trip generation, trip distribution, and trip assignment; Technical report in draft and final formats.*

### **Meetings**

5.1.18. The Consultant shall budget for a combined total of 16 hours for attendance at meetings, which does not include travel for any in-person meetings. A summary of project meetings is provided below:

5.1.18.1. The Consultant shall participate in a virtual kick-off meeting.

5.1.18.2. The Consultant shall meet with City staff virtually as needed.

5.1.18.3. The Consultant shall attend Planning Commission and City Council meetings in person at City Hall.

*Deliverables: Meeting minutes for regularly scheduled meetings.*

## **Task 6: Analysis of future Downtown Parking Utilization**

### **Analysis of parking inventory**

6.1.1. Inventory future Downtown parking offerings of all ownership types that includes on street parking, municipal lots, parking garages, and shared lots (private lots made available to public) during applicable times and what time limitations are enforced at each location.

6.1.1.1. Analysis should take into account changing parking inventory and parking demand based on future development of adjacent parcels.

### **Parking modeling**

6.1.2. Model parking demands on weekdays and weekends to provide data including but not limited to peak demand times, parking utilization and turnover at peak and off-peak times.

- 6.1.3. Analyze patterns for space in public parking facilities with consideration given to impacts of event traffic (including performances at the Kavli, Scherr, and outdoor theaters) and non-event-related visitors to Downtown for shopping/dining, local merchants' customers, employees, and residents.

#### **Parking Benchmarking**

- 6.1.4. Assess other cities that have a reputation of having a vibrant downtown or urban neighborhood with mixed use and provide comparisons to urban downtown parking including average walk time and distance to parking.

#### **Analysis of future needs**

- 6.1.5. Review pending and anticipated land use applications within the Downtown Core area with City staff regarding current and future development and expansion plans to project future parking needs.

#### **Parking Management and Enforcement**

- 6.1.6. Provide specific recommendations on best practices to manage on street, off-street, and garage parking to improve user experience and foster more use of all available parking.
- 6.1.7. Examine the benefits of paid parking and provide recommendations on location and implementations of such parking, such as pricing, parking management, operations, etc.
- 6.1.8. Determine the approximate rates of and income generated for paid parking recommended in the study.
- 6.1.9. Recommend best practices for managing different parking needs in City's existing and proposed parking structures
- 6.1.10. Recommend appropriate mix of visitor and monthly/annual permit use for City's existing and proposed parking structures.

#### **Multi-Modal Transportation**

- 6.1.11. Provide recommendations on other innovative improvements that can be made to better manage existing and future parking Downtown. Make recommendations on locations where there is parking that could be converted to bike lanes and facilities that enhance walkable streets, micro mobility use, and advise on how this has positively or negatively impacted similar settings in other communities.
- 6.1.12. Consult with City transit staff to examine linkages with Thousand Oaks Transit system and the addition of micro mobility devices and how they could be used to reduce and/or improve the parking demand.

#### **Downtown Parking District Framework**

- 6.1.13. Develop a framework for the formation of the Downtown Parking District that includes recommendations on district.



- 6.1.14. Draw from data gleaned from earlier tasks to determine any parking deficiencies.
- 6.1.15. In consultation with City staff, determine ideal locations for new parking assets along with high-level cost estimates for creating and maintaining new parking assets.

#### **Parking and Pedestrian Signage Program**

- 6.1.16. Develop recommendations and associated graphic renderings on ways to improve wayfinding throughout the program for both motorists and pedestrians.

##### *Deliverables:*

*Final Report: Consultant shall prepare a report based on collected data and include potential recommendations for consideration. Where capital investments are part of the recommendation, those investment costs shall be included. Graphic renderings should be incorporated into architectural 3D model.*

*Presentation to Traffic Commission and attendance at Planning Commission and City Council Hearings.*

### **Task 7: Formal Submittal and Public Hearing Support**

#### **Preparation of formal submittal application**

- 7.1.1. Using reports and data from prior scope items, prepare a formal submittal that addresses all requirements for entitlement processing and project description for EIR review (Note that environmental review will be done through a separate contract). Entitlements requiring preparation include, but are not limited to:
  - 7.1.1.1. General Plan Amendment for change of land use designation from Institutional to Mixed-Use.
  - 7.1.1.2. Zone Change and amendment to the [Civic Arts Plaza Specific Plan \(#11\)](#) In coordination with staff, the specific plan will need to include revised text and exhibits that reflect the following, but not limited to, development and design standards, residential density distribution, affordability mix, parking management regulations, signage program and review procedures for minor or major changes to entitlements under the Specific Plan.
  - 7.1.1.3. Tentative Map or other map exhibit to lay out the development parcels, right of way, and future land use designations and any potential phasing of improvements.
  - 7.1.1.4. Development Permit that includes full submittal of architectural and civil plan materials to entitle all components associated with the Campus Master Plan area. Note the future public/private partnership mixed-use

components must provide necessary information and plan detail for the purposes of entitlement.

- 7.1.1.5. Protected Tree Permit including exhibits identifying impacted landmark and oak trees and possible on-site mitigation areas will be included in entitlement application.

*Deliverable: Draft and final versions of formal land use application including civil prepared plans, tentative maps, specific plan architectural and landscape plans/ for submittal to Community Development Department.*

### **Public Hearing Preparation**

- 7.1.2. In coordination with City staff, prepare materials for use in staff report and presentations for both Planning Commission and City Council Hearings.

*Deliverable: Plan materials and/or information at City staff request for inclusion in staff reports and presentations.*

## **Task 8: Public Outreach & Engagement Support**

### **Graphic Design and Collateral Production**

- 8.1.1. On an as-needed basis, produce collateral for print and digital media. In coordination with City staff, develop concepts for assignments to ensure alignment on task goals and outcomes.

*Deliverable: Requested graphic media that may include, but not limited to: flyers, brochures, social media graphics, infographics, banners, posters, etc., created within the City's branding guidelines.*

### **Public Workshops**

- 8.1.2. At two (2) key milestones of the project, City staff may hold public workshops to garner public feedback on project direction and specific components. The Consultant team will be responsible for moderating discussions or related tasks as assigned by City staff.

*Deliverable: Preparation of materials, agenda, and handouts at two public workshops. Attendance and management of public workshop.*

### **Physical 3-Dimensional Model**

- 8.1.3. After successful entitlement of the project, the Consultant team will construct a physical three-dimensional model of the Downtown Campus Plan program. The model should be transportable by truck/van for display at various City facilities and events.

*Deliverable: One (1) physical three-dimensional model of the Downtown Campus Plan.*

## **POTENTIAL ADDITIONAL SCOPE OF WORK**

The following scope items will not be included in the initial agreement and may be executed via Amendment at a later date. Consultant Selection will be based on the proposer's overall qualifications in performing the services related to all Tasks 1 through 8 listed above, however at this time, the base Contract will be awarded for only Tasks 1 through 8 (and therefore the consultant only needs to include their detailed approach and fees for Tasks 1 through 8 in the proposal). Based on the consultant's performance during Tasks 1 through 8, the City at its sole discretion may negotiate an amendment with the same qualified consultant at a later date, for the other two Tasks of Final Design and Construction services. Proposers should provide appropriate information for the City to consider the addition of these scopes based on the ultimate project delivery methods that the City may, in its sole discretion, elect to utilize for the individual components of the plan. As described in the RFQ/P, the City may use alternative delivery methods such as design-build and/or the traditional design-bid-build delivery method. To that end, the proposers should provide appropriate information regarding their experience, qualifications, and standard pricing structure for projects of similar size and scope.

### **Task 9: Final Design Phase/Bridging Architect Services**

Proposers should detail their qualifications/experience in the development of final engineering and architectural construction documents (plans, specifications, cost estimate), and architectural engineering services during the bid process, including 60%, 90% and 100% design, as well as all associated permits.

Alternatively, proposers should detail their experience/qualifications performing bridging/criteria architect services for design-build projects. If design-build delivery is selected by the City, the bridging architectural services may include, development of criteria plans, performance specifications, and other design work necessary for the City to prepare and issue a formal design-build request for proposal. In addition, the bridging architect may assist the City in review of design-build proposals/submissions as well as provide assistance to the City in oversight of the design build team during design and construction of the Project.

**Task 10: Construction Phase Support Services**

Architectural and Engineering support services during the construction phase of the project as needed to achieve final completion and closeout of the project(s) to the City's satisfaction. Proposers should detail their qualifications/experience with both traditional and alternative delivery methods.

Proposers are advised that in the event that the City elects to pursue the design build delivery method for one or more project components, the selected architect will be subject to Public Contract Code section 22162 and may be prohibited from being on the design build teams which compete for such projects.

[illegible]

## SCHEDULE 1

### Bill Rate Ranges

Subject to change effective March 1st each year



ARCHITECTURE		
Designer I	\$	105
Designer II	\$	130
Designer III	\$	165
Job Captain	\$	165
Architect	\$	170
Project Manager	\$	185
Project Architect	\$	190
Senior Architect	\$	220
Senior Project Manager	\$	220
Associate Manager of Architecture	\$	195
Manager of Architecture	\$	250
Principal	\$	275
ENGINEERING		
CIVIL ENGINEERING		
Principal	\$	250
SURVEYING (Crew Rates)		
PREVAILING WAGE		
One person w/ GPS or Robotic Workstation	\$	270
LANDSCAPE ARCHITECTURE		
Designer	\$	145
Principal Landscape Architect	\$	185
Manager of Landscape Architecture	\$	205
PLANNING		
Senior Planner	\$	200
Manager of Planning	\$	235
Principal	\$	285
CORPORATE SERVICES		
Administrative Assistant	\$	105
Administrative Coordinator	\$	135
Office Coordinator	\$	135
Office Manager	\$	150