

REPORT TO CITY COUNCIL

DATE: NOVEMBER 9, 2011

TO: HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

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

SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE CONTRACT AGREEMENT WITH RINCON CONSULTANTS, INC., REQUESTING AN ADDITIONAL 10,000 TO COMPLETE THE REQUIRED FIVE YEARS OF OAK TREE MITIGATION MONITORING AND RESTORATION FOR THE MEDEA CREEK/ US 101 HIGHWAY WIDENING PROJECT, ON THE NORTH END OF REYES ADOBE ROAD, NEAR YERBA BUENA SCHOOL

As you may recall, during the construction of the Kanan Interchange Project, three oak trees were removed, and per the requirements of the Streambed Alteration Agreement (SAA), with the California Department of Fish and Game, all oaks removed, as part of the project, were to be replaced in kind, using a replacement ratio of 10 to 1. Furthermore, the success criteria outlined in the SAA required that of those seedlings planted, twenty-four (24) of them needed to reach a height of six feet by the end of 2014. The City-owned lot near the northern terminus of Reyes Adobe Road was determined to be the ideal location for the replacement plantings.

Although the monitoring and restoration effort continues to be successful on many fronts, unpredictable challenges have led to greater time and effort onsite than originally anticipated. Such things as gopher activity, heat stress, and vandalism have added to the need for supplemental plantings and extended monitoring efforts. In addition, wire fencing was added to the site to prevent further access to this sensitive area, which was not included in the original budget.

Therefore, staff is requesting that an additional \$10,000 be allocated to this project from the TIF account, to cover the additional efforts that are needed to ensure ultimate compliance in 2014. The scope of work will remain unchanged, which consists of irrigation, maintenance, weeding, planting of native shrubs, documentation of progress, preparing required reports, and supplemental plantings for the restoration area. The total contract price would increase from \$24,425 to \$34,425.

RECOMMENDATION

Staff recommends the City Council adopt Amendment No. 1, for the contract agreement with Rincon Consulting, Inc., increasing the original amount by \$10,000, to the new total of \$34,425.

Attachment: Amendment No. 1

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Rincon Consultants Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Duane Vander Pluym

CONSULTANT'S ADDRESS: 790 East Santa Clara Street
Ventura, CA 93001

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

PREPARED BY: Ramiro S. Adeva III
City Engineer

COMMENCEMENT DATE: November 9, 2011

TERMINATION DATE: June 30, 2015

CONSIDERATION: Contract Price
Not to Exceed: \$34,425
(Increase by \$10,000 from \$24,425
to (\$34, 425)

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into as of the 9th day of November, 2011, by and between the City of Agoura Hills, a municipal corporation (“City”) and Rincon Consultants, Inc. (“Consultant”) and with respect to the following recitals:

A. On January 5, 2010, the City and Consultant entered into that certain Agreement entitled “Agreement with the City of Agoura Hills and Rincon Consultants, Inc., for Consulting Services” in the amount of \$24,425 (“Agreement”).

B. The City and Consultant now wish to modify the Agreement revising the contract price for an additional \$10,000 to be applied to the original Agreement, increasing the amount from \$24,425 to an adjusted amount not to exceed \$34,425, for Rincon Consultants Inc., to perform five years of oak tree mitigation and restoration for the Medea Creek/101 Widening Project at Reyes Adobe Road in Agoura Hills, California. See Exhibit "A"

C. Such contract price adjustment shall be at the same conditions as set forth in the original Agreement, which commenced on January 5, 2010 and is set to expire on June 30, 2015.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS, PROMISES, COVENANTS, AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES, DO AGREE HEREBY AS FOLLOWS:

SECTION 1. Paragraph A of Section 4 of the Agreement entitled “PAYMENT” is hereby amended to read as follows:

“A. The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The First Amendment amount shall not exceed ten thousand dollars and zero cents (\$10,000.00) for additional oak tree mitigation and restoration work described in this Agreement, for a total Agreement amount of thirty four thousand four hundred and twenty five dollars and zero cents (\$34,425.00).

The City Manager may approve additional work up to ten percent (10%) of the amount of the Contract Price. Any additional work in excess of this amount shall be approved by the City Council.”

SECTION 2. All other provisions of the Agreement remain unchanged.

SECTION 3. The Recitals are incorporated herein as though set forth in full.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

CITY OF AGOURA HILLS

Harry Schwarz
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Craig A. Steele,
City Attorney

Rincon Consultants, Inc.

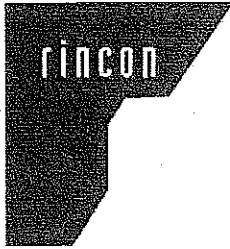
By: _____
Name:
Title:

By: _____
Name:
Title:

[*Signatures of Two Corporate Officers Required]

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
PAYMENT RATES AND SCHEDULE



Rincon Consultants, Inc.

150 North Ashwood Avenue
Ventura, California 93001

805 644 4455

fax 805 644 4240

info@rinconconsultants.com
www.rinconconsultants.com

August 22, 2011

Project Number: 08-93400

Nathan Hamburger
City of Agoura Hills
Public Works Department
30001 Ladyface Court
Agoura Hills, CA 91301-4335

Subject: Amendment to Oak Tree Mitigation Monitoring and Restoration for the Medea Creek/101 Hwy. Widening Project at Reyes Adobe Road, Agoura Hills, California

Dear Mr. Hamburger:

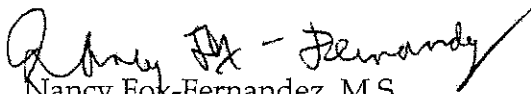
Rincon Consultants, Inc. herein requests an amendment to continue to assist the City of Agoura Hills with oak tree mitigation monitoring and restoration efforts near Yerba Buena School in Agoura Hills to mitigate for three oak trees removed during the Kanan Road/101 Hwy. Expansion Project at Medea Creek. Per our work plan, we have provided irrigation, maintenance, weeding, planting of native shrubs, documentation of progress including photodocumentation, reporting, and supplemental plantings for the restoration area, which will continue until 2014 (or until the restoration meets success criteria) per our contract and the Streambed Alteration Agreement for the project. Currently, a total of 58 seedlings are alive, with five already at the three foot requirement for the end of 2012. Fifteen seedlings are between two and three feet in height, six are between one and two feet in height, and 32 less than one foot in height. At least 24 seedlings are required to reach a height of three feet at the end of 2012, and six feet at the end of 2014.

Although the restoration is continuing to be successful on many fronts, unpredictable challenges have led to greater time and effort onsite than anticipated. As noted in the December 22, 2009 work scope, success rates of the current and future plantings were unknown, and changes in budget estimates were potential to accommodate additional plantings and labor. Gopher activity, heat stress, vandalism, fire department brush clearance activities, and weed abatement have added to the need for supplemental plantings and more time being spent onsite than originally anticipated. Furthermore, the smooth wire fence installation in January 2009 was not an anticipated cost in our original scope of work.

Therefore, we are requesting an addendum of \$10,000 to ensure the project reaches the success criteria, twenty four seedlings at a height of six feet by the end of 2014. All work would be performed in accordance with our current contract (Dated January 5, 2010) for professional services or another mutually acceptable contract.

To facilitate your acceptance of this amendment, please sign below.

Sincerely,
RINCON CONSULTANTS, INC.


Nancy Fox-Fernandez, M.S.
Associate Biologist


Duane Vander Pluym, D.Env.
Principal

ACCEPTANCE:

I authorize the amendment indicated above.

Authorized Signature

Date



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental, Geoenvironmental, and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as discussed under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

<u>Professional and Technical Personnel</u>	<u>Hourly Rate</u>
Senior Principal	\$ 155-190/hour
Principal	\$ 125-150/hour
Supervising Environmental Scientist/Planner	\$ 120-140/hour
Senior Environmental Scientist/Planner	\$ 110-130/hour
Environmental Scientist/Planner	\$ 85-105/hour
Environmental Technician	\$ 75-85/hour
Environmental Field Aide	\$ 55-65/hour
AutoCAD, GIS Technician	\$ 85-95/hour
Graphic Designer	\$ 75/hour
Clerical/Administrative Assistant/Production Tech.	\$ 55/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

<u>Equipment</u>	<u>Unit Rate</u>	<u>Equipment</u>	<u>Unit Rate</u>
Photo-Ionization Detector (PID)	\$ 120/day	DC Purge Pump	\$ 35/day
Flame Ionization Detector	\$ 200/day	Dissolved Oxygen Meter	\$ 45/day
Four Gas Monitor	\$ 120/day	Turbidity Meter	\$ 30/day
Oil-Water Interface Probe	\$ 85/day	Sound Level Meter	\$ 125/day
Water Level Indicator	\$ 35/day	General Field GPS	\$ 25/job
Temperature-pH-Conductivity Meter	\$ 50/day	Laser Rangefinder	\$ 40/day
Bailer	\$ 25/day	Integrated GPS/GIS	\$ 250/day
Disposable Bailer	\$ 20/each	Field Computer Equipment	\$ 45/day
Hand Auger Sampler	\$ 55/day	Vacuum Gas Chamber Sampler	\$ 25/day
Brass Sample Sleeves	\$ 10/each	Digital Projector/Computer	\$ 60/day
Decontamination Equipment	\$ 25/day	Infrared Sensor Digital Camera	\$ 75/day
Level C Health and Safety Equipment	\$60/person/day	Anemometer	\$ 30/day
Submersible Pump	\$ 160/day	Soil Vapor Extraction Monitoring Equipment	\$ 140/day

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.

December 2008

Environmental Scientists

Planners

Engineers

Reyes Adobe - Onsite Restoration and Mitigation
Cost Estimate - Five Year Mitigation Monitoring

Tasks	Cost	Hours	Rincon Consultants				
			Principal \$125/hour	Suprvis. Biologist \$105/hour	Biologist \$85/hour	Hand Labor \$65/hour	Graphics/ Clerical \$55/hour
Task 1 - Site Visits - concurrent with any watering Monitoring/Irrigation for 2010 (once a month), 2-3 hours/visit Monitoring/Irrigation once every two month 2010 - 2014	\$2,700 \$3,960	36 72			36 36	36	
Task 2 - Reporting California Department of Fish & Game	\$3,975	45	5	5	30		5
Task 3 - Expenses Vehicle (\$85/day), Water Tank (\$20/day), Camera (\$5/day)	\$3,600						
Task 4 - Project Management/Administration/Expenses	\$2,415	27	3	8	12		4
<i>Subtotal Labor:</i>	<i>\$16,650</i>	<i>180</i>	<i>8</i>	<i>13</i>	<i>114</i>	<i>36</i>	<i>9</i>

<i>Estimated Material Costs</i>	Cost
2009 - Plant Installation	
Seedlings	\$66
Planting labor	\$250
Miscellaneous (Drivwater, mycorrhiza, mulch, deer cages, stakes)	\$930
Second Year Maintenance	
Additional plant materials/labor/misc.	\$1,500
Third Year Maintenance	
Additional plant materials /labor/misc.	\$1,000
General and Administrative Cost & Tax on Materials	\$843
<i>Total Materials:</i>	<i>\$4,589</i>

TOTAL LABOR + ADDITIONAL COSTS: \$21,239
 15 % Contingency \$3,186

Total with Contingencies: \$24,425