
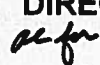


REPORT TO CITY COUNCIL

DATE: AUGUST 27, 2014

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: MIKE KAMINO, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT 

SUBJECT: AGREEMENT WITH RINCON CONSULTANTS, INC. FOR PHASE II ENVIRONMENTAL SUPPORT SERVICES FOR AGOURA ROAD WIDENING PROJECT

The purpose of this item is to seek City Council approval for an Agreement with Rincon Consultants, Inc. (Rincon) for Phase II environmental support consulting services for the Agoura Road Widening Project. Staff is requesting that the City Council approve an Agreement on a time-and-materials basis for a total fee not-to-exceed \$59,420. The funds would come from Measure R.

On June 13, 2013, the City Council approved an agreement with Rincon for \$62,413 to provide Phase I environmental support services to comply with the mitigation measures outlined in the Mitigated Negative Declaration (MND) prepared for the Agoura Road Widening Project, adopted by the City Council in December 2012. The subject of this staff report, the Phase II Agreement, is to provide environmental support services for the Agoura Road Widening Project immediately before construction (considered the "pre construction" phase), during construction, and post-construction, as required by the MND and the conditions of the permits granted by the California Fish and Wildlife Department, U.S. Army Corps of Engineers, and Regional Water Quality Control Board.

Please note that on August 13, 2014, the City Council approved an amendment to the Phase I agreement with Rincon to conduct additional environmental permitting and habitat restoration plan work. The Phase I work would end just before the pre construction phase of the Agoura Road Widening Project, and the primary goal of the Phase I work is to complete the necessary items required by the regulatory agencies and submit them for approval by the agencies so that construction can begin.

The Phase II work would consist of the following main "pre-construction," "construction," and "post-construction" items:

- Pre-construction wildlife surveys (need to be done usually no more than one week prior to construction) and invasive weed surveys.

- Implementation and documentation of mitigation measures related to biological resources that are required to be done during construction, such as monitoring for sensitive species and areas of sensitive habitat, and installation of exclusionary fencing.
- Construction and post-construction monitoring, documenting and reporting related to areas where habitat has been restored.

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

RECOMMENDATION

Staff respectfully recommends the City Council approve the Agreement for Phase II Consultant Services with Rincon Consultants, Inc. on a time-and-materials basis for a not-to-exceed fee of \$59,420.

Attachment: Agreement for Consultant Services

AGREEMENT ROUTING SLIP FOR

Rincon Consultants, Inc.
(Phase II Environmental Services for Agoura Rd. Widening)

Consultant Name (\$25K and Over with Prevailing Wage)

Attached, please find (check one of the following boxes):

- | | |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Standard Template with no changes
Complete Section 2 only | <input type="checkbox"/> Outside Agency Agreement
Complete Sections 1 and 2 |
| <input type="checkbox"/> Standard Template with changes
Complete Sections 1 and 2 | <input type="checkbox"/> Special Agreement
Complete Sections 1 and 2 |

Section 1 – Changes to template or insurance: Receive Department Head approval to amend. Check with Risk Manager for insurance and/or template amendments. Risk Manager will authorize emailing City Attorney for template review and approval. Attach City Attorney email response (approval) to this slip.

- | | |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> _____ (Dept. Head Initials/Date)
Authorization to Amend Agreement | <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Approval to Forward to City Attorney |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Insurance Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials(From No. 1 Below)
City Attorney Email Approval Attached |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Template Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials/Date
Other (See Notes Below) |

Section 2 – Signed agreement received from Consultant. Sign/date and attach this routing slip to the proposed agreement and route to staff in the order listed below (i.e., 2-4). Submit the signed agreement, including the appropriate insurance and endorsement, with this completed routing slip, to the Risk Manager (insurance review/approval) who will forward to the City Clerk for final review/distribution. Agreements without the appropriate insurance attached will be returned to the department. A copy of the final agreement will be provided to the Consultant and the staff person (in Item No. 1 below)

- | | |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| 1. <u>Allen Cook</u>
Prepared by (Staff Name/Date) | 2. <u>Mike Kamien 8.6.14</u>
Department Head - Date
(Authorization to forward to Risk Mgr/Clerk) |
| 3. <u>[Signature] 8/4/14</u>
Risk Manager – Date
(Insurance Review/Approval) | 4. <u>[Signature]</u>
City Clerk – Date
(Format Review/Final Distribution) |

- FOR CITY CLERK USE ONLY -

Year: _____ Month/Day: _____

Agreement/Insurance Received: _____

To City Attorney for Signatures: _____

To City Manager/Mayor for Signatures: _____

City Attorney Email/Scope Attached: _____

Distributed to Consultant/Staff: _____

Laserfiche/Log/Index/File: By: _____

Insurance Logged: By: _____

Notes:

Risk Manager said ok to using prior year's Indemnity language – see attached email.

- LANGUAGE ACCEPTED PER DISCUSSION W/ CITY ATTORNEY LTT

**AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT: Rincon Consultants, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: John Dreher
CONSULTANT'S ADDRESS: 180 North Ashwood Avenue
Ventura, CA 93003
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Allison Cook
COMMENCEMENT DATE: August 28, 2014
TERMINATION DATE: December 31, 2017
CONSIDERATION: Contract Price
Not to Exceed: \$59,420

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND RINCON
CONSULTANTS, INC. FOR PHASE II ENVIRONMENTAL
SUPPORT SERVICES FOR THE AGOURA ROAD
WIDENING PROJECT**

THIS AGREEMENT is made and effective as of August 28, 2014, between the City of Agoura Hills, a municipal corporation ("City") and Rincon Consultants, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 28, 2014, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Consultant from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of

the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$50:00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any sub-consultant under him, in violation of the provisions of the Agreement.

5. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed fifty nine thousand four hundred twenty dollars and zero cents (\$59,420.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "PAYMENT" herein.

7. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and Independent Consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any negligent or wrongful acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including payment of all consequential damages, attorneys fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. All duties of Consultant under this Section shall survive for a period of three years after termination of this Agreement.

10. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

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

1) **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) **Worker's Compensation as required by the State of California; Employer's Liability:** One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. **Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

11. INDEPENDENT CONSULTANT

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

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

compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

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

13. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

To Consultant: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: John Dreher

15. ASSIGNMENT

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

16. LICENSES

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

17. GOVERNING LAW

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

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. ENTIRE AGREEMENT

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

20. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF AGOURA HILLS

William D. Koehler,
Mayor

ATTEST:

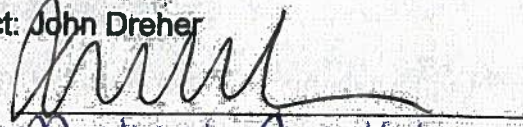
Kimberly M. Rodriguez, MMC
City Clerk
Date Approved by City Council: _____

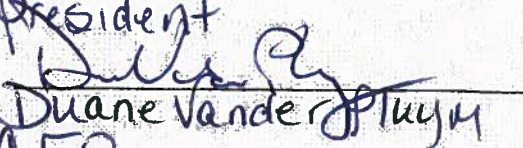
APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Tel. 805-644-4455
FAX 805-644-4240
Contact: John Dreher

By: 
Name: Michael Giaketsas
Title: President

By: 
Name: Duane Vander Puijm
Title: CFO

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:



Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003

805 644 4455
FAX 644 4240

info@rinconconsultants.com
www.rinconconsultants.com

August 4, 2014

City of Agoura Hills
Planning and Community Development
Attn: Allison Cook, Principal Planner
30001 Ladyface Court
Agoura Hills, CA 91301
ACook@ci.agoura-hills.ca.us

Subject: Proposal for Phase-II Environmental Support Services for the Agoura Road Widening Street Improvement Project, Agoura Hills, Los Angeles, California

Dear Ms. Cook:

Per your request, the following proposal is to provide additional environmental services for the next phase of the Agoura Road Widening Improvement Project (Project) for preconstruction, construction and post construction support. The following scope of work is to provide wildlife surveys, monitoring and reporting services necessitated within the Project's Final MND and by the following recently secured regulatory permits:

- Regional Water Quality Control Board (RWQCB) 401 Certification (401),
- California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement (SAA), and
- U.S. Army Corps of Engineers (ACOE) Nationwide Permit (404).

Additionally this proposal addresses preparation of an environmental monitoring program matrix, and coordination with the Mountains Restoration Trust (MRT) to secure offsite mitigation credits sufficient to meet requirements of the SAA, 404 and 401 permits. We have divided the scope of work into three phases (pre-construction, during construction and post-construction), consistent with Project scheduling.

SCOPE OF WORK

PRE - CONSTRUCTION

Task 1 -- Pre-construction Wildlife Surveys

Prior to construction, special status species surveys and reporting will be conducted pursuant with the Project's Final MND and regulatory permits. The surveys will be conducted along the full length of Agoura Road throughout the entire Project area. The surveys will use systematic field techniques to ensure thorough coverage.

Surveys will include, but may not be limited to, nesting bird surveys, establishment of mapped minimum nesting bird buffers and a nesting bird management plan per the SAA Conditions of Authority (Conditions) #2.10 and #2.11.

As required within the Project's Final MND and / or regulatory permits, a brief memo report summarizing the results of surveys will be provided to the City. The memo report will describe the methodology and results of the species survey, including a figure depicting the location(s) of all special status species encountered during the surveys (if any are detected). The results of the surveys will be documented for submittal to the City.

Included in this task and pursuant to SAA Condition #4.4, Rincon Consultants will obtain preconstruction photographs of all CDFW jurisdictional areas to be included as part of the CDFW Final Construction Report.

Task 2 - Environmental Monitoring Program Matrix

This task involves the development of an environmental monitoring program matrix. The matrix will be critical for the organization of project compliance reporting and implementation of the Project's monitoring program. The EMP matrix outlines the requirements and stipulations of the Project's environmental document, permits, and internal documents. The Project conditions will be organized and coded according to development phase (i.e. vegetation clearance, grading, road work, etc...); impact type (i.e. ground disturbance, noise, water quality, etc...), regulatory triggers (i.e. jurisdictional waters, timing, etc...), responsible parties and reporting requirements (i.e. daily's, monthly's, quarterly's, etc...). This codification facilitates filtering and organization of measures around work phases and activities. Filtered conditions can then be easily converted into compliance checklists and used to ensure that relevant survey, monitoring, and reporting requirements have been met. The EMP matrix can also be used to track monitoring and reporting efforts, logging regular compliance with relevant conditions.

Task 3 - Mitigation Coordination

Pursuant with 401 Conditions #22, #23, SAA Condition #3, and 404 NWP Condition #23 and Regional Condition #10, under this task Rincon will coordinate with MRT to provide the necessary Project materials and permits to develop an agreement to fulfill compensatory mitigation requirements to offset proposed temporary and permanent impacts to wetlands and jurisdictional waters. This may require additional documentation, as well as coordination with MRT and each of the resource agencies. The deliverable for this task will include a Mitigation Agreement (pursuant with SAA requirements), a Mitigation Report (pursuant with 401 Conditions #22, #23, and 404 requirements), and proof of payment. A key consideration of this task will be ensuring that the agreement incorporates to the extent feasible the reporting requirements of each of the permits (SAA, 401, and 404), so that these are passed through as part of the mitigation contract and not held back as the responsibility of the City.

Additionally, the final permits also require revegetation (401 Condition #21, 404 Condition #15, and SAA Condition #3) of all areas temporarily impacted by the Project. Pursuant with SAA Condition #4.5 a Habitat Mitigation and Monitoring Plan (HMMP) will be proposed

describing the methods and success criteria for revegetation of these areas (offsite with MRT and onsite hydroseeding), as well as a section detailing the agreement between the permittee and the off-site mitigation agency (MRT). We anticipate revisions to the HMMP will be minimal and anticipate the HMMP will be limited to 1-2 pages, and can simply refer to the Mitigation Agreement with MRT (which will be provided as an attachment).

Task 4 - Pre-construction Agency Notifications

A pre-construction notification is required for the regulatory agencies notifying them in advance of the project commencement. Additionally, submittal of results of the pre-construction surveys are required for some of the agencies. Under this task Rincon will notify each of the permitting agencies within the specified timeframe, and if necessary provide any required pre-construction survey reports. All notifications, reports, and agency communications will be provided first to the City for review and approval prior to forwarding to the relevant agency.

Task 5 - Contractor Education Brochure

Per the SAA Condition 2.8, Rincon will prepare for distribution to all contractors, subcontractors, project supervisors, and consignees a "Contractor Education Brochure" with pictures and descriptions of all sensitive plant and animal species, and specifically bats potentially occurring within the work areas. Permittee contractors and consignees shall be instructed to bring to the attention of the project biological monitor any sightings of species described in the brochure.

Task 6 - Pre-construction Invasive Weed Survey

Pursuant to SAA Condition 4.3, Rincon will conduct surveys and mark/ flag non-native vegetation required to be removed from the work area. Species include arundo (*Arundo donax*), tamarisk (*Tamarix* spp.), immature eucalyptus (< 3") (*Eucalyptus* spp.), pepper tree (*Schinus molle*), castor bean (*Ricinus communis*), African umbrella sedge (*Cyperus* spp.), mustards (*Brassica* spp.), tree tobacco (*Nicotiana glauca*), periwinkle (*Vinca minor*), and pampas grass (*Cortaderia selloana*).

CONSTRUCTION

Task 7 - Monitoring

Pursuant with 401 Condition #17, SAA Conditions #2.3 and 2.6, this task involves biological monitoring during the initial phases of construction. SAA Condition 2.6 requires that a monitor be present during work in all CDFW jurisdictional areas during initial Project related activities to monitor for non-listed special-status and/or common ground dwelling vertebrates. As work within jurisdictional areas is likely to be phased and the exact schedule is currently unknown, we have assumed not more than 20 days will be needed for execution of this task. This can be executed as full days or half days depending on the timing and nature of activities. Given that the Project will occur in phases, it is assumed that initial grubbing/grading can be completed within the first week or two of each phase. Monitoring beyond 20 days would only be completed upon request by the City. This task is fully negotiable to meet the needs of the City.

As noted in SAA Condition 2.3, exclusionary devices will need to be checked daily. Our scope assumes that The City will designate a contractor who will be trained and capable of conducting the daily exclusionary device (primarily fencing) inspections, and therefore this cost is not included within this scope of services.

POST - CONSTRUCTION

Task 8 - Final Report

Pursuant with SAA Condition #4.4, a final construction report is due to CDFW no later than two weeks after the Project is fully completed, which must include photographs of before and after Project-related activities, including the surrounding staging areas. The report must also include final impact area calculations. Additionally, 404 Condition #1 requires submittal of a final report within 45 calendar days following completion of work within waters of the U.S. The report must include dates of work, summary of compliance status, Project photographs, as-built drawings, and the signed certification of compliance.

Task 9 - Annual Mitigation and Monitoring Report

Pursuant with 401 Condition #24, 404 Condition #3, and SAA Condition #4.6, this task involves preparation of an annual mitigation monitoring report for two years following receipt of the Project permits. The 401 and SAA require an annual report for five years or until mitigation success has been achieved and documented. This report shall include at least documentation of the number and species of replacement plants, documentation of revegetation survival percentages/sizes/species, percentage cover of non-native species and photos from designated stations. The 404 requires an annual report for just two years. MRT will be responsible for reporting on the status of mitigation activities directed under its Mitigation Agreement; therefore, the annual mitigation monitoring report need only monitor and document the status of revegetation of jurisdictional areas temporarily impacted within the Project area. The report shall describe mitigation efforts and percent survival (percent cover). It will specifically include documentation of the number and species of replacement plants, documentation of revegetation survival percentages / sizes / species, percentage cover of non-native species and photos from designated stations. The annual report shall include a status report provided by MRT (to be specified in their Mitigation Agreement), which must include the specific items detailed in 401 Condition #24. Given that hydroseed will be used in the areas of temporary impact, the success criteria is expected to be met within two years after Project construction; therefore, we have budgeted for not more than three annual monitoring reports (the first will be due January 1, 2015 if construction proceeds as expected).

Both the Final Report and Annual Mitigation Monitoring Report shall be submitted pursuant to the requirements as stated in the SAA and 404 permits.

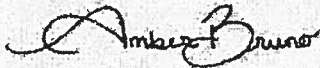
Client/Agency Coordination and Project Management

This task involves management, organization, and coordination with the City and the resource agencies over the course of the construction effort. It also includes quality assurance reviews of the surveys and reports by principal and senior level staff, and administrative staff time.

COST AND SCHEDULE

We recommend establishing a budget of \$59,420 for the above scope of work, to fulfill additional requirements of the SAA, 404, and 401 permits. A detailed breakdown of this cost estimate is provided in the attached table. All work would be performed on a time and materials basis and would be billed monthly. All services will be performed in accordance with our attached Standard Fee Schedule and a mutually agreeable contract for professional services. We are prepared to start with this Project immediately upon your authorization. This proposal is fully negotiable to meet your needs for this Project. This offer for professional services will remain valid for a period of 60 days from the date of this proposal.

Sincerely,
RINCON CONSULTANTS, INC.



Amber Bruno
Biologist/ Planner II



John Dreher, Jr.
Principal Biologist

Attachments: Cost Estimate

EXHIBIT B
PAYMENT RATES AND SCHEDULE

City of Agoura Hills
Agoura Road Widening Improvement Project

Phase 2 Environmental Support Services Cost Estimate

8/4/2014

Tasks	Cost	Hours	Rincon Consultants, Inc.							
			Principal I \$180	Supervising Biologist I \$155	Senior Biologist I \$125	Biologist III \$110	Biologist I \$90	GIS Specialist \$85	Clerical \$65	Direct Expenses
Pre-Construction:										
Task 1 - Preconstruction Wildlife Surveys & Report	\$7,900	70.0	1	3	28	4	32	2		\$255
Task 2 - Environmental Monitoring Program Matrix	\$2,205	22.6	0.6	2			20			
Task 3 - Offsite In-Lieu Fee Mitigation Coordination with Mountains Restoration Trust	\$3,695	34.0	2	2	4	4	22			\$85
Task 4 - Pre-construction Agency Notifications	\$1,040	10.0			4		8			
Task 5 - Contractor Education Brochure	\$780	8.0			1		7			\$25
Task 6 - Pre-construction Invasive Weed Survey	\$1,885	18.0				8	8			\$85
SUBTOTAL	\$17,505	162.6	3.6	7.0	37.0	16.0	95.0	2		\$480
Construction										
Task 7 - Monitoring	\$21,000	200.0				20	180			\$2,600
SUBTOTAL	\$21,000	200.0				20.0	180.0			\$2,600
Post-Construction										
Task 8 - Final Report	\$5,725	48.0	2	4	16	24				\$85
Task 9 - Annual Mitigation and Monitoring Report (3 years)	\$8,410	80.5	1.6	3	24		48	4		
SUBTOTAL	\$14,135	128.5	3.6	7.0	40.0	24.0	48.0	4.0		\$85.0
Client Coordination and Project Management	\$8,980	60.0	4	10	28			6	14	

TOTAL COST \$59,420



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental Sciences 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 outlined under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

Professional, Technical, and Support Personnel	Rate
Principal II	\$ 210/hour
Principal I	\$ 190/hour
Senior Supervisor II	\$ 170/hour
Supervisor I	\$ 155/hour
Senior Staff II	\$ 140/hour
Senior Staff I	\$ 125/hour
Professional Staff IV	\$ 110/hour
Professional Staff III	\$ 100/hour
Professional Staff II	\$ 90/hour
Professional Staff I	\$ 80/hour
Environmental Technician/Field Aide	\$ 65/hour
Senior GIS Specialist	\$ 110/hour
GIS/CADD Specialist II	\$ 95/hour
GIS/CADD Specialist I	\$ 85/hour
Graphic Designer	\$ 80/hour
Technical Editor	\$ 90/hour
Clerical/Administrative Assistant II	\$ 70/hour
Clerical/Administrative Assistant I	\$ 65/hour

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

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" x 17" 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, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.
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 4WD 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%.



RINCON CONSULTANTS, INC.

Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Rate	Unit
Environmental Site Assessment		
Bailer	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 35	Day
Disposable Bailer	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 80	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
Water Resources		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
Natural Resources Field Equipment		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$ 125	Day
Laser Rangefinder/Altitude	\$ 10	Day
Mammal trap, large / small	\$1.50 / \$0.50	Each per trap cycle
Minnow trap	\$ 85	Each per job
Net, hand / large seine	\$ 10 / \$ 50	Day
Pettersson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap cycle
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble® GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
Multi-Services Field Equipment		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Sound Level Meter	\$ 50	Day