



REPORT TO CITY COUNCIL

DATE: MAY 13, 2015

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

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

SUBJECT: APPROVE AWARD OF A PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH CWE FOR ANALYSIS AND SITE EVALUATION OF THE COUNTY YARD TREATMENT FACILITY

On February 10, 2015, staff solicited proposals for professional engineering services in order to develop a conceptual stormwater treatment facility near the confluence of Medea Creek and Palo Comado Creek at the Los Angeles County Road Maintenance Facility on Agoura Road. The facility would be designed to treat approximately two-thirds of the City, and portions of the Oak Park neighborhood in Ventura County, which are tributary to this location.

The overall objectives of the analysis include:

- Developing baseline project site information that includes performing site investigations and developing/identifying baseline topography maps, easement locations, biologic and cultural resource assessments, and utility mapping.
- Compiling, analyzing, and summarizing all pertinent information in a Site Conditions and Constraints Technical Memorandum. This memorandum is intended to provide a clear picture of site conditions and the important design issues that will need to be addressed.
- Analyzing diversion structures that could potentially be constructed within the existing flood channel to divert dry-weather runoff volumes to the facility.
- Analyzing the potential treatment train of devices within the facility that include trash and sediment settling devices, and an ozone disinfectant/and or ultra violet system.
- Analyzing the onsite storage capability, and potential re-use of treated water for local public landscaping.

On March 10, 2015, the City received one proposal from CWE. Due to the lack of competing submittals, staff felt it was in the best interest of the City to solicit proposals a second time, and ensure qualified firms in the area were made aware of this project. On April 9, 2015, the City received two proposals from CWE and RBF Consulting (a Michael Baker International company). Staff reviewed and evaluated the proposals, and unanimously determined that CWE was the most experienced and qualified for this project.

The cost proposals were as follows:

CWE	\$81,946.00
RBF Consulting	\$99,858.00

It should be noted the varying costs listed above are based on each firm's fee rates, and assumption of what work will be needed to complete the project. Both cost proposals exceeded the established \$50,000 budget for this phase of the project. Due to the higher costs, staff determined three of the tasks related to easements, mapping, and biological/cultural assessments, could be deferred to the design phase in order to reduce costs. During the negotiation stage, CWE agreed with staff's recommendation to reduce the scope-of-work and submitted a revised cost proposal in the amount of \$60,493. While still above the original amount budgeted, there are currently enough funds in the FY14-15 stormwater budget to offset the additional costs.

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

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the Design Professional Consultant Services Agreement with CWE in the amount of \$60,493.
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Professional Consultant Services Agreement

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

NAME OF CONSULTANT: CWE

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Vik Bapna

CONSULTANT'S ADDRESS: 1561 E. Orangethorpe Ave.
Suite 240
Fullerton, CA 92831-5202

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

PREPARED BY: Kelly Fisher

COMMENCEMENT DATE: May 14, 2015

TERMINATION DATE: November 14, 2015

CONSIDERATION: Contract Price
Not to Exceed: \$60,493.00

ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i> <hr/> <hr/> <hr/> <hr/> <hr/>

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

**AGREEMENT FOR DESIGN PROFESSIONAL
CONSULTANT SERVICES BETWEEN THE CITY OF
AGOURA HILLS AND CWE**

THIS AGREEMENT is made and effective as of May 14, 2015, between the City of Agoura Hills, a municipal corporation ("City") and CWE ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on May 14, 2015, and shall remain and continue in effect until tasks described herein are completed, but in no event later than November 14, 2015, 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. 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 Sixty Thousand Four Hundred Ninety Three Dollars and Zero Cents (\$60,493.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

C. 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.

D. 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.

5. 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.

6. 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.”

7. 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.

8. INDEMNIFICATION

A. Indemnity for Design Professional Services. In the connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent consultants in the role of City officials (collectively, “Indemnitees”), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys’ fees and costs of defense (collectively, “Claims” hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of its professional services under this Agreement.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys’ fees and costs of defense (collectively, “Damages” hereinafter) not covered by Paragraph 8.a. above,

Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section 8.b. shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

9. 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.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

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.

Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

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.

10. 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.

11. 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.

12. 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.

13. 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: CWE
1561 E. Orangethorpe Ave. Suite 240
Fullerton, CA 92831-5202
Attention: Vik Bapna

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

CWE
1561 E. Orangethorpe Ave. Suite 240
Fullerton, CA 92831-5202
Vik Bapna
(714) 526-7500
(714) 526-7004 fax

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A
TASKS TO BE PERFORMED

2. Methodology and Work Plan

CWE intends to implement the methodology noted below to deliver the final documents to the City. Based on further evaluation, and understanding the City's needs for the projects, the baseline information including the easement, the topographic survey, and the biological and cultural assessments are proposed as optional items.

Task 1 – Site Conditions and Constraints Technical Memorandum

CWE will obtain the hydraulic data from the LACFCD for the Medea Creek system. The upstream portions of the channels are concrete and developed. There is no anticipated impact to these sections. However, the project will eliminate the runoff tributary to downstream sections that are natural and the potential impacts will be discussed in this Technical Memorandum. Additionally, CWE will coordinate, through the City, to receive any dry-weather flow monitoring data the County can provide using the monitoring stations at Cheseboro and Medea Creek. This information is vital in the final sizing of the various systems within the treatment train and will be incorporated in the Technical Memorandum.



CWE previously prepared a Water Quality Master Plan for the City, which identified and assessed water quality objectives.

The technical memorandum will reference the goals and priorities identified in the Master Plan and assess whether the proposed facility design will comply with relevant water quality regulations.

Based on our preliminary conversations with the LACFCD, they are not looking to sell the property, however, are willing to work with the City for the use of a portion of the property. CWE will incorporate any further findings with the LACFCD in the Technical Memorandum.

Upon submittal of this Technical Memorandum, CWE will meet with the City to discuss design issues related to the site, and concerns the City may have involving mitigation of potential impacts.

Task 2 – Diversion Structures

While working for the Los Angeles County Department of Public Works (LACDPW), our Project Manager implemented several dry-weather diversions within flood control channels and understands the concerns these diversion structures can cause, both from a channel hydraulics and maintenance perspective. The diversion structure will be sized to divert the dry-weather runoff volumes anticipated from the upstream watershed. CWE will provide up to two (2) separate alternatives for diverting the dry-weather runoff from the Medea Creek channel to the treatment train.

Task 3 – Treatment Train

CWE will develop up to three (3) treatment train options to remove trash and sediments from the runoff, and provide for ozone and/or UV treatment. CWE is currently designing a UV treatment system for the City of Santa Monica that treats retained runoff at 80 gallons per minute. Based on our estimate, the Medea Creek watershed will require treatment of approximate 95 gallons per minute. CWE will develop Class D level cost estimates for the construction, utility relocation, channel alteration, and right-of-way to assist the City in contemplating the preferred final alternative.

CWE will set a meeting with the City to discuss the diversion structure and treatment train alternatives. The selected alternative will be included in final Site Concept Memorandum.

Task 4 – Use of Treated Water

CWE will evaluate the landscape areas identified by the City. CWE will review the City provided water use data for these areas to evaluate treated runoff use and availability for these sites. The analysis may include the use of evapotranspiration rates and water use data to identify irrigation water availability for the landscaped areas. Additionally, based on the Los Angeles County Department of Public Health's guidelines for the use of rainwater, CWE will review the storage requirements for on-site treated runoff.

Task 5 – Site Concept Memorandum

CWE will develop a Site Concept Memorandum that will include the preliminary site findings, alternatives proposed, preferred alternative, and associated preliminary concept design and associated cost estimate.

It is assumed that the City will provide any base topographic data, if available through the County. If the topographic data is not made available, CWE will utilize readily available elevation data from Google or other sources for the siting of the facilities.

Task 6 – Project Management, Deliverables, and Meetings

CWE will prepare agendas, handouts, and meeting summaries, and provide relevant project plans for the noted meetings with the City.

Kick-off Meeting – CWE will develop an agenda and include discussion items related to roles, schedules, critical activities, constraints, design criteria, and data information. Prior to the kick-off meeting, CWE will have reviewed the Medea Creek design plans and had a preliminary (phone call) discussion with the LACFCD about the site needs. We anticipate talking to Flood Maintenance Division and Watershed Management Division staff regarding this.

Los Angeles County Flood Control District Meeting – CWE has budgeted two (2) meetings with the LACFCD. We anticipate a discussion with the Watershed Management Division (Angela George and Bruce Hamamoto) and a second meeting inclusive of the Flood Maintenance Division (Sree Kumar and Ken Swanson). The meetings will address the Flood Maintenance and Road Maintenance Divisions' use of the property, and areas that can be separated out for installation of the facilities.

Schedule Update – CWE will provide a schedule at the kick-off meeting and update the schedule as we meet with the City at various tasks to show progress and completion of project tasks.

Monthly Progress Reports – CWE will provide, with each invoice, an update of the work completed in the invoice period, anticipated work, and significant issues.

Stakeholder Meeting – CWE has budgeted for up to two (2) stakeholder/public/workshop meetings and will be available to assist the City at these meetings. It is assumed that the City will set and run these meetings, and CWE will be available to discuss the engineering elements of the proposal.

Optional Work

Easements – Under this task, CWE will obtain a preliminary title report for the site, which will identify the ownership and easements at the proposed project site. The ownership and easements will be overlaid on the topographic survey map.

Topographic Survey Mapping – Under this task, CWE will conduct the necessary field survey and topographic work for identifying the field elevations of Medea Creek and the County Maintenance Facility. This will assist in tying the Medea Creek as-builts to the current projections. CWE will apply for an encroachment permit to enter the LACFCD yard and channels. The survey will be overseen by a California licensed Land Surveyor and will meet NAD 83 for horizontal datum and NAVD 88 for the vertical datum. CWE will submit survey field notes on City forms, as applicable. The topographic survey map will become the basis for the project layouts and alignments. The survey base map will be prepared for a 1 inch = 20 feet scale and will be made available over an aerial image. Observable utilities will be accounted in this mapping effort. It is anticipated that subsurface utility detection will not be conducted at this time; however, this is provided in the optional tasks.

Biological and Cultural Assessments – Upon City's request to activate this task, Sapphos Environmental, Inc. (Sapphos) will conduct the biological and cultural assessments for the project area. Sapphos will conduct a desktop literature review, including the California Department of Fish and Wildlife's (CDFW's) California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) databases, and a site review to identify any biological constraints. The site review will identify presence or absence of sensitive species within the site. Cultural assessment will include record searches from the National History Museum of Los Angeles County (NHMLAC), South Central Coastal Information Center (SCCIC), and Native American Heritage Commission (NAHC). An archaeologist will also field verify the site and examine exposed ground surfaces for evidence of any cultural resources. It is not anticipated that cultural resources will be found on this site as the surface has been disturbed by previous activities.

Geotechnical Investigation – CWE does not believe that a detailed geotechnical analysis is necessary at this step of the design. CWE understands the depth of bedrock within the project area and this analysis can be conducted thereafter. However, CWE Team has the capability to conduct the geotechnical analysis if the City desires.

Dry-Weather Flow Monitoring – CWE has provided this scope item in case the County does not have the data and is not willing to operate the system to obtain the data. This task would require CWE to apply for a flood control permit and install a flow measuring system in Medea Creek.

Hydrologic Analysis – CWE does not recommend conducting a hydrologic analysis of the watershed tributary to the project site. The design of Medea Creek is based on the hydrologic data and analysis previously conducted by the LACFCD and the data will not be changed by the proposed project. However the Dry-Weather Flow Monitoring optional task will provide the amount of runoff anticipated for the site during dry-weather, which is the anticipated outcome of the analysis.

Utility Mapping – If subsurface utilities are to be identified onsite, CWE will utilize DigAlert to identify the necessary utilities within the project area. Additionally, the CWE Team includes C Below Subsurface Imaging (C Below), which specializes in determining horizontal and vertical underground utility locations using Ground Penetrating Radar (GPR), Closed Circuit Television (CCTV), utility locators, electromagnetic locators, X-Ray, and potholing. C Below will provide utility location services for the project, which will be included as part of the topographic survey deliverable. Based on a preliminary review of the site from DigAlert the following utilities are noted within the area:

EXHIBIT B
PAYMENT RATES AND SCHEDULE



City of Agoura Hills Analysis and Site Evaluation for County Yard Treatment Facility
Professional Service Fee

Task	Total	Sr. Project Manager	Project Manager	Task Leader	Project Engineer	Design Engineer	Assistant Engineer	Licensed Surveyor	GIS Specialist	CAD Designer	Project Coordinator	Admin Assistant	Mileage	ODCs
		\$202	\$175	\$165	\$134	\$111	\$83	\$144	\$109	\$83	\$80	\$73	\$0.575	
1 Site Conditions and Constraints Technical Memorandum	\$10,258	2	12	4	20	24	12		4		1	2	125	\$20
2 Diversion Structures	\$4,420	4	1	1	12	12				4				
3 Treatment Train	\$10,936	8	12	4	16	24	12			8			125	\$20
4 Use of Treated Water	\$2,241		2		4	8	2		2	1				
5 Site Concept Memorandum	\$19,370	2	8	12	40	40	40		2	24	1	2		\$30
6 Project Management, Deliverables, and Meetings	\$13,268	41				36					6	3	505	
Total Fee and Hours	\$60,493	57	35	21	92	144	66	0	8	37	8	7	\$434	\$70

This cost proposal is signed below by a CWE company official with the power to bind the company in this proposal.

Vik Bapna
Signature

April 28, 2015
Date

Vik Bapna
Printed Name