

## REPORT TO CITY COUNCIL

**DATE:** JUNE 14, 2017

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER *GR*

**BY:** ALLISON COOK, ASSISTANT PLANNING DIRECTOR *ac*

**SUBJECT:** APPROVAL OF AN AGREEMENT FOR CONSULTANT SERVICES WITH GEODYNAMICS, INC. FOR GEOTECHNICAL REVIEW SERVICES IN FISCAL YEAR 2017-2018

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The purpose of this item is to seek City Council approval for the City to enter into an Agreement for Consultant Services with Geodynamics, Inc. (Geodynamics) for ongoing geotechnical review services. Planning Department staff is requesting the approval of a one-year contract with Geodynamics for fiscal year 2017-2018.

Mr. Ali Abdel-Haq of Geodynamics has been providing geotechnical/geological review services to the City for the past twelve years. Under this agreement, the primary task of Geodynamics would be to review applicants' geological and geotechnical reports and grading plans for adequacy per the City's guidelines, and provide comments and recommendations to City staff. The work to be performed would be on a time-and-materials basis, with funds being drawn from applicants' trust accounts. Staff estimates that the annual reimbursable expenses would not exceed \$35,000 based on past invoices and in anticipation of the likely amount and type of projects that would need geologic peer review in the coming year.

City staff has been pleased with the work performed by Mr. Abdel-Haq and his associates in the past, and is confident that Geodynamics will continue to provide high quality services to the City.

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

### **RECOMMENDATION**

Staff recommends the City Council approve the Agreement for Consultant Services with Geodynamics, Inc. on a time-and-materials basis for a total not-to-exceed fee of \$35,000.

Attachment: Agreement (with Exhibit A)

AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Geodynamics, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Ali Abdel-Haq
CONSULTANT'S ADDRESS:	80 Long Court, Suite 2A Thousand Oaks, CA 91360
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Allison Cook
COMMENCEMENT DATE:	June 29, 2017
TERMINATION DATE:	June 28, 2018
CONSIDERATION:	Contract Price Not to Exceed: \$35,000

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF AGOURA HILLS AND GEODYNAMICS, INC.**

**THIS AGREEMENT** is made and effective as of June 29, 2017, between the City of Agoura Hills, a municipal corporation ("City") and Geodynamics, 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 June 29, 2017, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 28, 2017, unless sooner terminated pursuant to the provisions of this June 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 A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed thirty - five thousand dollars and zero cents (\$35,000.00) ("Contract Price") for the initial Term of the 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.

**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**

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 without limitation the 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. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

## **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.

4) 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. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage,

limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. 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.

F. 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.

G. 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.

H. 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**





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**

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Denis Weber,  
Mayor

ATTEST:

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Kimberly M. Rodrigues, MMC  
City Clerk  
Date Approved by City Council: \_\_\_\_\_

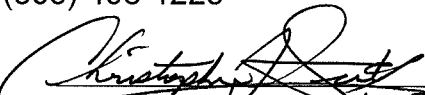
APPROVED AS TO FORM:

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Candice K. Lee,  
City Attorney

**CONSULTANT**

Geodynamics, Inc.  
80 Long Court, Suite 2A  
Thousand Oaks, CA 91360  
Tel. (805) 496-1222  
Fax (805) 496-1225

By:   
Name: CHRISTOPHER J. SEXTON  
Title: Principal Geologist

By: Ali A. Hady  
Name: ALI ABDEL-HAQ  
Title: Principal Engineer

**[Signatures of Two Corporate Officers Required]**

**EXHIBIT A**  
**SCOPE OF WORK**

May 04, 2017

Ms. Allison Cook  
30001 Ladyface Court  
Agoura Hills, CA 91301

**SUBJECT: Proposal for Geotechnical Services to the City of Agoura Hills, California**

Dear Ms. Allison

GeoDynamics, Inc. (GDI) is pleased to submit this proposal to continue to provide geologic and geotechnical engineering services, including geotechnical peer-review services for the City of Agoura Hills. This proposal includes our proposed scope of geotechnical services and the 2017 fee schedule for professional services. GDI would like to take this opportunity to remind the City of Agoura hills that we can offer an expanded scope of services that includes geotechnical investigations for various geotechnical needs including capital improvement projects and forensic analyses. So, we added another task within the scope of services beside other tasks associated with geotechnical review services. Our fee schedule is similar to last year.

### **SCOPE OF SERVICES**

GeoDynamics, Inc. shall provide professional geotechnical/soils engineering report review services in connection with development projects submitted to the City. GDI may be required to visit the project site upon notification by the City. The work in general shall include the following:

1. Perform geotechnical investigation services for the City of Agoura Hills, and provide geotechnical recommendations on as needed basis.
2. Review and evaluate the geotechnical/geological reports prepared by developer's consultants in accordance with the City guidelines for preparation of such reports. Provide the City staff with specific recommendations as to the acceptability of such reports. Provide detailed review comments/suggestions to bring the report in compliance with City requirements.
3. Recommend modification/changes to the City guidelines to be in conformance with the latest state regulations, laws and acceptable geotechnical engineering practices.
4. Review grading plans for development projects to ensure compliance with acceptable geotechnical recommendations.
5. Review "as built" geotechnical/geological reports for adequacy/completeness.
6. Provide field observation for reviewing testing procedures if so requested by the City.
7. Provide field observation during grading operations if so requested by the City, and provide recommendations.
8. Review change orders for changes made during grading operation and review reports for acceptability.
9. Provide, on as needed basis geotechnical services for various geotechnical needs including capital improvement projects and forensic analyses

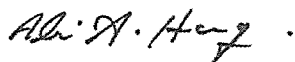
10. Review geological/geotechnical section of various EIR and Specific Plans for adequacy, as requested by the City.

The scope of work will be billed on an hourly, time and materials basis, per the attached 2017 Fee Schedule for Professional Services.

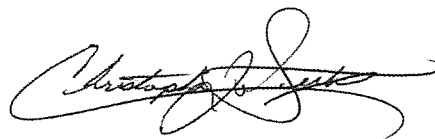
We look forward to continue working with the staff of the City for the successful completion of projects within the City. If you have any questions regarding our proposal, please contact us at (805) 496-1222.

Sincerely,

**GeoDynamics, Inc.**



Ali Abdel-Haq, PE, GE  
Principal Geotechnical Engineer



Christopher Sexton, PG, CEG  
Principal Engineering Geologist

Attachments: 2014 Fee Schedule

**2016 PROFESSIONAL FEE SCHEDULE**  
**MUNICIPAL/PUBLIC WORKS SERVICES**

**FEES FOR PROFESSIONAL, TECHNICAL AND SUPPORT STAFF**

Geodynamics, Inc. charges our clients for professional, technical and support services for time directly related to a project. Charges are not made for ordinary secretarial services, office management, accounting, maintenance or other activities not directly related to a project. Current personnel classifications and rates are summarized below. Rates shown are adjusted for California Prevailing Wage Law as indicated.

**Peer-Review Services Fees**

<b>Personnel Classification</b>	<b>Rate (per hour)</b>
Project Peer Review .....	150.00
Assistant Project Reviewer .....	135.00
Assistant Project Review (Prevailing Wage—Field Inspection) .....	115.00
Project Administrator (Clerical Support).....	60.00

**Regular Service Fees**

<b>Personnel Classification</b>	<b>Rate (per hour)</b>
Principal .....	\$155.00
Associate .....	150.00
Senior Project Professional .....	140.00
Project Professional.....	125.00
Assistant Project Professional.....	110.00
Senior Staff Professional.....	110.00
Staff Professional .....	100.00
Senior Technician <sup>(1)</sup> .....	80.00
Senior Technician <sup>(1)</sup> (Prevailing Wage) .....	100.00
Technician <sup>(1)</sup> .....	75.00
Technician <sup>(1)</sup> (Prevailing Wage).....	90.00
Draftsperson/Technical Illustrator.....	70.00
Project Administrator <sup>(1)</sup> .....	62.00
Word Processor/Typing <sup>(1)</sup> .....	60.00
Office Assistant <sup>(1)</sup> .....	55.00

<sup>(1)</sup> Overtime will be charged at 1.3 times the above listed rates for these personnel classifications. Overtime is defined as time charged to a project in excess of 8 hours per day, time worked on weekends, holidays, or night shifts.

**PROJECT-RELATED EXPENSES**

Expenses directly related to a project will be billed as follows:

Subcontractors (drilling, trenching, surveying, testing, etc.), travel-related expenses (hotels, meals, vehicle rentals, air travel, etc.) and other project expenses (e.g., aerial photographs, outside reprographics, equipment rental, overnight shipping, project-related expendable supplies, etc.) will be charged at cost plus 10 percent.

Mileage for project-related travel will be billed at \$0.65 per mile

In-house photocopy/reproduction will be billed at \$0.25 per page.