

REPORT TO CITY COUNCIL

DATE: OCTOBER 28, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: REQUEST TO APPROVE THE FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH CWE FOR DESIGN AND ENVIRONMENTAL PERMITTING SERVICES RELATED TO THE MEDEA AND PALO COMADO CREEK STORMWATER TREATMENT PLANT AND LINEAR PARK IMPROVEMENT PROJECT

The City's Capital Improvement Program includes the design of a storm water treatment plant at the confluence of Medea Creek and Palo Comado Creek, within the Los Angeles County Public Works maintenance yard, located on Agoura Road. In addition to the treatment plant, a linear park is proposed to be built over a portion of the existing flood control channel, adjacent to the Whizin Center.

On August 14, 2019, the City Council awarded a consultant services agreement to CWE for design and environmental permitting services related to the Medea and Palo Comado Creek Stormwater Treatment Plant and Linear Park Improvement Project. The scope of work includes feasibility studies, preliminary engineering, completion of the environmental documents, final design plans, specifications, and estimates (PS&E), and construction engineering services.

At the City Council's Budget Workshop held on June 12, 2019, staff was directed to explore funding opportunities in order to construct the project. Staff was notified about funding through the Statewide Park Program (SPP). The State of California's Department of Parks and Recreation administers the SPP through a competitive grant process, which is offered to government agencies and non-profit organizations in order to create new parks or to expand/renovate existing parks.

With over \$395 million of SPP funding currently available in this round, staff intends to submit a grant application for the full construction amount of the proposed linear park. It should be noted this grant, which is made up of Proposition 68 Funds, would not require a match by the City if awarded.

As part of the SPP requirements, the linear park's environmental (CEQA) documents must be approved in order to be considered for funding. The original scope of work with CWE called for the linear park and treatment plant to be included in a single CEQA document, which would take approximately one year to complete due to the complexity of each phase. However, to strengthen the City's application and meet the SPP deadlines,

staff recommends having CWE prepare a separate CEQA document for the linear park and treatment plant.

The current CWE contract has a not-to-exceed amount of \$993,518. In order for CWE to complete the linear park CEQA document, and provide technical grant writing support, staff is seeking approval of an amendment to the agreement to allow for an additional \$40,000 to the existing contract for a revised total amount not-to-exceed \$1,033,518. The remaining scope of work and all other terms of the agreement would remain the same as previously approved.

The design budget includes \$950,000 from the State Budget Act of 2019, as well as, \$1,000,000 of Stormwater Capital Project funds that have been set aside in previous fiscal years. The approved Fiscal Year 2020-21 Budget does not account for these costs therefore; staff is requesting the City Council approve allocating \$40,000 of Stormwater Capital Project funds to cover the costs of these services.

On October 12, 2020, the Public Works Subcommittee unanimously supported moving forward with staff's recommendation.

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

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the First Amendment to the Consultant Services Agreement with CWE related to design and environmental permitting services; and
2. Amend the Fiscal Year 2020-21 Budget to allocate \$40,000 of Stormwater Capital Project funds to the Medea and Palo Comado Creek Stormwater Treatment Plant and Linear Park Improvement Project

Attachment: Amendment to Agreement

FIRST AMENDMENT TO AGREEMENT FOR 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: August 15, 2019

TERMINATION DATE: June 30, 2022

CONSIDERATION: Amendment Amount: \$40,000

Total Contract Price
Not to Exceed: \$1,033,518

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND CWE**

**Medea and Palo Comado Creek Stormwater Treatment Plant and Linear Park
Improvement Project**

THIS FIRST AMENDMENT is made and entered into as of October 28, 2020, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and CWE (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On August 15, 2019, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services between the City of Agoura Hills and CWE", in the amount of Nine Hundred Thousand Ninety Three Thousand Five Hundred Eighteen Dollars and Zero Cents (\$993,518).

b. The parties now desire to add scope of work, increase the payment in the amount of Forty Thousand Dollars and Zero Cents (\$40,000), and to amend the Agreement as set forth in this Amendment.

2. Section 4 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The First Amendment amount shall not exceed Forty Thousand Dollars and Zero Cents (\$40,000), for additional design and environmental permitting for a total Agreement amount of One Million Thirty Three Thousand Five Hundred Eighteen Dollars and Zero Cents (\$1,033,518)."

3. Exhibit "A" to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to 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

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

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

Scope of Work

Task 1- Preparation of IS and MND for Linear Park

CWE will prepare a Mitigated Negative Declaration (MND) for the Linear Park (Project) in accordance with CEQA on behalf of the City. Components of this effort include completion of required studies, preparation of an Initial Study (IS), completion of mailing lists provided by the City, review of public comments, preparation of a mitigation monitoring and reporting program, and preparation of a Notice of Determination (NOD).

The City will be the lead agency as operator of the system. The IS and MND will be prepared per CEQA Sections 15063 and 15070. The Project document will be based on the premise that future land use will not be changed from the current condition and that population, traffic, long-term air, or local environmental impacts are not expected to be altered by the Project. CWE will incorporate data from other studies (presence of endangered or threatened species and cultural resources) completed for nearby projects (proposed and completed) to develop necessary data for the site.

To evaluate the potential impacts, CWE will take the following steps:

- Evaluate data from existing studies.
- Complete the project detail description to a level of detail that allows for the evaluation of short-term impacts during construction and long-term impacts after project completion.
- Complete the IS checklist used by the City. Describe the mitigation measures to mitigate short-term impacts during construction, which are anticipated to consist of using Tier III construction equipment, limiting operating hours to standard business hours, complying with the mitigation measures. Mitigation for long-term impacts is not anticipated.
- Develop a mitigation monitoring and reporting program.
- Complete the NOD upon City's certification of the project as an MND.

CWE will provide an administrative draft of the IS to the City for review. The City will review the IS within 10 days and provide comments to CWE. CWE will incorporate any revisions to the IS and provide the IS and draft MND to the City for public review. The City will develop a mailing list for notifying stakeholders and community. The City will circulate IS/MND to the local community and responsible agencies including the State Clearinghouse, and local library (if possible) during the public review period. The IS/MND will be out for public review for 30 days. Upon the completion of the public review period, CWE will review comments received and respond to comments. The draft revisions and comments will be submitted to the City for review and approval. Once the MND is approved by the City Council, CWE will complete the NOD for City's signature. City will mail NOD and filing fee to the County Clerk for recordation.

Deliverables- Draft and Final IS and MND, NOD, response to comments, and mitigation monitoring and reporting program in electronic (PDF) format.

Assumptions-

- The above scope includes the following assumptions:
- City will provide finalized list and sizing of project amenities.
- No traffic analysis will be completed, as the linear park will not include additional parking.
- One review per submittal of the IS and Draft Final MND by the City.
- City will circulate the IS and notify stakeholders per City procedures.
- City will develop a mailing list for all notifications.
- CWE will respond up to 20 comments received during the public review.
- City will pay NOD filing fees to the County Clerk

Task 2- Technical Support

Assist the Engineering Division on an as-needed basis with additional project management/coordination/administration.

ATTACHMENT B

Task 1- Preparation of IS and MND not to exceed \$24,846

Task 2- Technical Support not to exceed \$15,154