

REPORT TO CITY COUNCIL

DATE: DECEMBER 16, 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 AGREEMENT FOR CONSULTANT SERVICES WITH WILLDAN ENGINEERING FOR PROFESSIONAL WATER QUALITY SERVICES

Since February 27, 2008, the City has contracted with Willdan Engineering (Willdan) on an annual basis for professional water quality services. This particular contract is needed in order to ensure City compliance with the National Pollutant Discharge Elimination System (NPDES) permit which includes, among other things, inclusion of Total Maximum Daily Loads (TMDLs), requirements for ordinance amendments and policy implementations, coordination amongst agencies to implement an enhanced watershed management program (EWMP), and annual TMDL monitoring and reporting.

The current Willdan contract contains a not-to-exceed amount of \$25,000. However, the need for their services continues to increase due to the compliance requirements listed above. Based on the projected costs and workflow for this fiscal year, the estimated contract total exceeds the City Manager's authority and requires approval by the City Council. Staff is seeking approval of an amendment to the agreement to allow for an additional \$30,000 to the existing contract for a revised total amount not-to-exceed \$55,000. The terms and conditions of the agreement would remain the same, as previously approved. There are sufficient in the Fiscal Year 2020-21 NPDES General Fund Budget for the costs of these services.

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

RECOMMENDATION

Staff respectfully recommends the City Council approve the First Amendment to the Agreement for Consultant Services with Willdan Engineering for professional water quality services.

Attachment: Amendment to Agreement

CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Willdan Engineering

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Joe Bellomo

CONSULTANT'S ADDRESS: 374 Poli Street, #101
Ventura, CA 93001-2605

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

PREPARED BY: Kelly Fisher

COMMENCEMENT DATE: July 1, 2020

TERMINATION DATE: June 30, 2021

CONSIDERATION: Amendment Amount: \$30,000
Total Contract Price
Not to Exceed: \$55,000

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND WILLDAN ENGINEERING**

Water Quality Consulting Services

THIS FIRST AMENDMENT is made and entered into as of December 16, 2020, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Willdan Engineering, a corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

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

a. On July 1, 2020, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services between the City of Agoura Hills and Willdan Engineering", for on-call water quality consulting services in the amount of Twenty Five Thousand Dollars and Zero Cents (\$25,000).

b. The parties now desire to, increase the payment in the amount of Thirty Thousand Dollars and Zero Cents (\$30,000), and to amend the Agreement as set forth in this Amendment.

2. Section 5 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 Thirty Thousand Dollars and Zero Cents (\$30,000), for additional consultant services for a total Agreement amount of Fifty Five Thousand Dollars and Zero Cents (\$55,000)."

3. 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

Denis Weber,
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Willdan Engineering
374 Poli Street, #101
Ventura, CA 93001-2605
Attn: Joe Bellomo

By: _____

Print Name: Vanessa Munoz

Title: Vice President

By: _____

Print Name: KATE NAGY

Title: SECRETARY

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