

## REPORT TO CITY COUNCIL

**DATE:** JULY 14, 2021

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

**FROM:** NATHAN HAMBURGER, CITY MANAGER

**BY:** KELLY FISHER, ACTING DIRECTOR OF PUBLIC WORKS  
CHARMAINE YAMBAO, ACTING CITY ENGINEER

**SUBJECT:** APPROVE AWARD OF AGREEMENTS FOR DESIGN PROFESSIONAL CONSULTANT SERVICES AGREEMENTS WITH M6 CONSULTING, INC., FOR DESIGN SERVICES RELATED TO THE DRY-WEATHER STORM DRAIN DIVERSION PROJECT AND PALO COMADO CREEK LINEAR PARK PROJECT

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This report seeks City Council approval to enter into two (2) agreements for design professional consultant services with m6 Consulting, Inc. (m6), for engineering design services related to the Dry-weather Storm Drain Diversion Project and Palo Comado Creek Linear Park Project.

On August 14, 2019, the City Council awarded an agreement for consultant services with CWE for services that included feasibility studies, preliminary engineering design, completion of environmental documents, permitting, final design plans, specifications, and estimates (PS&E), and construction engineering services for the following:

- Storm Water Treatment Plant
- Linear Park
- Wetlands

In December 2019, the City submitted a grant application requesting \$3,500,000 of Proposition 1- Integrated Regional Water Management Funding to be used towards the construction of the treatment plant. As part of the grant requirements, the City would be required to provide a match equal to the grant allocation.

In October 2020, staff was notified by the Los Angeles County Public Works Department, who is administering the grant, that the City was eligible to receive only \$1,251,449.69 of the requested amount. With the City's match, the total budget would be \$2,502,899.38, which is well short of the estimated \$8,000,000 to construct the treatment plant.

As an alternate solution to the high cost of constructing a treatment plant, the Public Works Subcommittee was presented three (3) options for the limited amount of grant funding being offered. They were as follows:

- Reject the Funding
- Design a Smaller Treatment Plant
- Pivot to Diversion Strategy

The overall concept of water diversion is to connect storm drains to an adjacent public sewer line in order to re-direct dry-weather flows which can be harmful to the environment. The sewer systems would then convey flows for eventual treatment at a reclamation facility. The benefits of water diversion compared to a treatment facility include the following:

- Less cost to construct and maintain
- No separate NPDES Permit required from LA Regional Water Quality Board
- Gravity system
- Brings each diversion location into MS4 compliance

In addition to the benefits mentioned above, the Las Virgenes Municipal Water District (LVMWD) owns and operates the Tapia Water Reclamation Facility (WRF) where the diversion flows would be ultimately treated. Due in part to increased water conservation measures mandated by the State, the Tapia WRF has experienced less inflow causing a reduction in the production of recycled water. The water proposed for diversion to the Tapia WRF will help improve LVMWD's ability to meet their recycled water needs.

Because it is a cost-effective alternative to a treatment plant that meets the needs and goals of the City and LVMWD, the Public Works Subcommittee was supportive of developing a water diversion strategy.

Recently, the 35% design plans and environmental documents were completed for the linear park which would be constructed over an existing concrete-lined runoff channel adjacent to Agoura Road between Cornell Road and the Whizin Market Square Market driveway. Water from the treatment plant was expected to irrigate the park landscaping as well as, the medians located in Agoura Road. However, based on the elimination of the treatment plant, and the low amount of water needed to irrigate the proposed native and drought tolerant plants in the park, staff believes the final park design should be treated as a standalone project. As such, the final linear park design will need to incorporate both water source and water quality improvement features.

It should be noted, the wetlands was deemed not feasible for treating storm water after geotechnical testing revealed very low infiltration rates due to clay soils and a high groundwater table.

Due to these significant modifications to the overall scope of work, the Public Works Subcommittee supported staff's recommendation to seek separate proposals for the diversion project and final design of the linear park.

In February 2021, the City received three (3) proposals from consulting firms wishing to provide professional services related to the Dry-weather Storm Drain Diversion Project. The scope of work includes the evaluation and design of inline diversion systems for ten

(10) of the City's storm drain outfalls, permitting, utility coordination, and final design plans, specifications, and estimates (PS&E). It should be noted that no water will be diverted from natural waterways, and will be restricted to the City's storm drain facilities.

Staff reviewed and evaluated the proposals, and unanimously determined the lowest and most responsive proposal was received by m6 in the amount of \$359,810. This firm has been providing plan review and inspection services to the City since 2019, with excellent results.

On June 21, 2021, the City received three (3) proposals, from m6, CWE, and Kimley-Horn and Associates, Inc., for the final design of the Palo Comado Creek Linear Park Project. The scope of work to complete the final design includes preliminary design analysis and revisions, right-of-way plats and legal descriptions, LACFCD permit and agreement, environmental/regulatory permits, final design contract documents (plans, specifications, and estimates), and pre-construction services. As with the previous request for proposals, a naturalist is required to provide input in the development of the final design.

Staff reviewed and evaluated the proposals and, unanimously, determined that m6 submitted the most responsive proposal. While CWE provided similar experience, m6's cost proposal of \$311,935 was significantly lower based on the firm's fee rates and assumption of what work is needed to complete the final design of the linear park.

The design budget for the dry-weather diversion includes \$139,000 from the State Budget Act of 2019, as well as, \$256,000 of Measure W (Local) Funds. The remaining \$395,000, from the State Budget Act of 2019, will cover the final design costs for the linear park. All of these funds have been accounted for in the approved Fiscal Year 2021-22 Budget. Design for both projects are expected to be completed in 10-12 months. It should be noted that the changes in the scope of work have been approved by both the Integrated Regional Water Management Steering Committee, and the California Department of Water Resources who administers the State Budget Act Funds.

The proposed agreements have been reviewed by the City Attorney and approved as to form.

## **RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Approve the Design Professional Agreement for Consultant Services with m6 Consulting, Inc., for design services related to the Dry-Weather Storm Drain Diversion Project.
2. Approve the Design Professional Agreement for Consultant Services with m6 Consulting, Inc., for the Final Design of the Palo Comado Linear Park Project.
3. Authorize the Mayor to sign the agreements on behalf of the City Council.

Attachments: Design Professional Agreement for Consultant Services for Dry-weather Storm Drain Diversion Project  
Design Professional Agreement for Consultant Services for Final Design of Linear Park Project

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

NAME OF CONSULTANT: m6 Consulting, Inc.  
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Bob Woodward  
CONSULTANT'S ADDRESS: 4165 E. Thousand Oaks Blvd,  
Suite 355  
Westlake Village, CA 91362  
CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager  
PREPARED BY: Kelly Fisher  
COMMENCEMENT DATE: July 19, 2021  
TERMINATION DATE: September 1, 2022  
CONSIDERATION: Contract Price  
Not to Exceed: \$359,810.00

**ADDITIONAL SERVICES** *(Describe Services, Amount, and Approval):*

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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 m6 CONSULTING, INC.**

**THIS AGREEMENT** is made and effective as of July 19, 2021, between the City of Agoura Hills, a municipal corporation ("City") and m6 Consulting, 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 July 19, 2021, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 1, 2022, 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 Three Hundred Fifty Nine Thousand Eight Hundred Ten Dollars and Zero Cents (\$359,810.00) ("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.

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 and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be under Consultant's exclusive direction and control. Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. 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.

B. 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 City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. 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 and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as

independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

## **11. PERS COMPLIANCE AND INDEMNIFICATION**

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

## **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: m6 Consulting, Inc.  
4165 E. Thousand Oaks Blvd., Suite 355  
Westlake Village, CA 91362  
Attention: Bob Woodward

#### **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. EXHIBITS**

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

**20. 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.

**21. AMENDMENT OF AGREEMENT**

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

**22. 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**

\_\_\_\_\_  
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**

m6 Consulting, Inc.  
4165 E. Thousand Oaks Blvd., Suite 355  
Westlake Village, CA 91362  
Attn.: Bob Woodward  
805-379-1015

By: \_\_\_\_\_

Name: ROBERT P. WOODWARD

Title: PRINCIPAL ENGINEER / CEO

By: \_\_\_\_\_

Name: MASOUD MAHMOUD

Title: PRINCIPAL ENGINEER & CFO

[Signatures of Two Corporate Officers Required]



**EXHIBIT A**  
**TASKS TO BE PERFORMED**



4165 E. Thousand Oaks Blvd, Suite 355  
Westlake Village, California 91362  
805 379 1015 Phone

February 16, 2021

Jessica Forte, PE  
Public Works Director/City Engineer  
City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301

Subject: Cost Proposal for Design Services  
Storm Drain Dry Weather Diversion Project

Dear Jessica,

We are pleased to provide this proposal for your review to address design services associated with the City of Agoura Hills (City) proposed Dry Weather Diversion (DWD) project. The project concept contemplates the diversion of dry weather flows associated with various storm drain outfalls at multiple locations in the City to adjacent sewer systems associated with the County Consolidated Sewer District or the Las Virgenes Municipal Water District (LVMWD). Both the County sewer and LVMWD trunk sewer systems convey sewer flows that are ultimately treated and partially recycled by LVMWD's Tapia Water Reclamation Facility (WRF). Due in part to increased water conservation measures mandated by the State, the Tapia WRF has experienced a reduction in inflow and a diminished production of recycled water, which has hampered LVMWD's ability to serve recycled water users. At the same time, dry weather flows in area storm drains pose water quality issues that affect the City's compliance with their MS4 permit from the Regional Water Quality Control Board. Diversion of dry weather flows from storm drain systems to adjacent sewer infrastructure is cost effective alternative to the construction of more elaborate water treatment works by the City, and accomplishes the goals and needs of both the City and LVMWD.

For the purposes of the current scope of work, the design of DWD systems is contemplated at ten (10) locations throughout the City. The proposed scope includes efforts associated with design, consultation, coordination and permitting with the City, LVMWD and the County of Los Angeles. Tasks are summarized in their proposal, included with m6 cost break-downs in Exhibit C, with associated costs included in Exhibit B.

**Task 101. Design Survey:** In accordance with the ten (10) DWD locations m6 will complete a design topographic survey of site features, including storm drain and sewer structures and associated inverts, water and dry utility facilities, and other elements necessary to serve as a basis of horizontal and vertical design of proposed improvements.

**Task 102. Utility Research and Coordination:** m6 will complete utility research in conjunction with the design locations, inclusive of facilities plans related to Southern California Gas,

Southern California Edison, telecommunications, LVMWD, and County of Los Angeles storm drain. Facilities plans shall be integrated into the project improvement plans for reference and coordination purposes.

**Task 103. Las Virgenes Municipal Water District Coordination:** m6 will communicate and coordinate design and related approvals with LVMWD relative to overall project design, connected flows, and connection details to District facilities.

**Task 104. Design Plans, Specifications and Estimate (PS&E) Preparation:** m6 will prepare plans, specifications and engineer's estimates (PS&E) to detail the proposed storm drain and sewer interconnection at ten (10) locations. Plans will be prepared at a scale of 1"=20', and will include details for the storm drain diversion structure, connections to existing County of Los Angeles storm drain, and low-flow diversion piping. Low-flow diversion piping will be equipped with a check valve or flap gate (at the point of connection), and that such connection to the trunk sewer or County Consolidated sewer will occur at a manhole constructed for the purpose.

While precise details of individual connections between storm drain and adjacent sewer are not known at this time, it is anticipated that the diversion will be a gravity connection, not requiring the use of sump pumps and related power supply and connections. Additionally, it is assumed that choice of connection points will place the connected facilities in such a manner that the entirety of the diversion structure, diversion piping and sewer connection manhole may be reflected on a single sheet of plans.

m6 will develop final specifications for the project. These specifications will include special provisions for individual design elements, as well as the front-end ("boiler plate") specifications common to City of Agoura Hills projects.

m6 will provide an Engineer's Opinion of Probable Cost ("Estimate") that summarizes the quantities associated with items of work identified in the project plans and specifications, together with an opinion of the probable cost related to these items of work. This estimate will be assembled in tabular format to form the basis of the bid sheet.

**Task 105. Dry Weather Diversion Regulation Design:** m6 will develop design of mechanism for regulation of dry weather flow from storm drain facilities to sewer. Preliminary discussions with the City and LVMWD has indicated that estimations of current dry weather flows are underway, however it is understood that wet weather flows (ie: those arising from storm water runoff conveyance associated with active precipitation events) are undesirable and that a positive method of isolating the storm drain and sewer systems is required during storm events. Design of diversion regulation will need to address allowable dry weather flows, as well as a method for positively closing the diversion during wet weather events.

**Task 106. County of Los Angeles Flood Control District Coordination and Permitting:** m6 will coordinate design, design review and permitting with the County for alterations to the existing storm drain systems proposed.

Exhibit "A"  
Client Initials \_\_\_\_\_

**Task 107. Client Meeting Attendance and Consultation:** m6 will provide for meeting attendance, including necessary presentations in conjunction with the project and its development, as well as electronic and telephonic communication.

**Task 108. Sub-Surface Survey:** m6 will employ the services of C Below Subsurface Imaging to perform a sub-surface survey of the area of work to locate and map existing utilities adjacent to the waterline to avoid disruptions during construction and to locate existing sub-surface utilities.

**Task 109. Utility Facility Positive Location:** m6 will provide for the positive location of existing utilities and related areas of potential conflict based on areas mapped from the sub-surface survey. Positive location will be accomplished by 'Vac-hoe' or similar minimally intrusive methods and shall be conducted based on locations of critical infrastructure locations identified during the design process. To this end, an allowance is provided for this Task, as the specifics of need and locations to be verified have yet to be identified. Given the gravity nature of the diversion connection, the verification of conflicts to gravity flow created by existing utilities is a critical determination in the design process.

**Task 110. Sewer Capacity Calculations:** For locations where a connection to County Consolidated Sewer is anticipated, the estimation of existing sewer flows and the verification of available capacity is an important consideration. m6 will provide an estimation of existing sewer flow and associated normal depth utilizing the methodologies outlined in the PC Procedures Manual (County of Los Angeles). This methodology will utilize existing built conditions to estimate sewage effluent generation and associated normal depth at the existing sewer system. Such analysis allows for the estimation of residual sewer capacity, and the capacity of the existing sewer to accept additional dry weather diversions.

**Task 111. Easement Plats, Legal Descriptions and Exhibit Preparation:** m6 will prepare exhibits, legal descriptions and associated plats for easements that may be required for diversion connection piping between storm drain and sewer where these occur on private property. For the purposes of this Task, two (2) locations are assumed to require an easement dedicated to the City for the prospective alignment of piping. The preliminary easement will be prepared in the form of an exhibit for City review, and once approved, two (2) legal descriptions and accompanying plats will be prepared to delineate permanent easements for access and storm drain purposes. It is understood that execution, deed preparation, right of way coordination with property owner and recording will be the responsibility of the City.

#### **Optional Services**

##### **Bid Period Services**

**Task 201. Bid Period Support:** m6 will provide for bid period support for the project. Such support includes reviewing RFI's and preparing responses to contractor inquiries during the bid process. A total of 16 hours is allocated to this Task.

Exhibit "A"  
Client Initials \_\_\_\_\_

**Task 202. Attend Pre-Bid Meeting:** m6 will attend the City's pre-bid meeting for the project, providing support for City staff and interpreting and answering such inquiries as may arise from meeting attendees. A total of 4 hours is allocated to the Task.

### **Construction Period Services**

**Task 301. Attend Pre-Construction Meeting:** m6 will attend the City's pre-construction meeting for the project, providing support for City staff and interpreting and answering such inquiries as may arise from meeting attendees. A total of 4 hours is allocated to the Task.

**Task 302. Contractor Submittal Review:** m6 will review contractor submittals in conjunction with City staff, requirements and standards, and provide for a maximum of one (1) confirming review. A total of 60 hours is allocated to this Task.

**Task 303. Contractor RFI Review and Response:** m6 will review contractor inquiries in the form of Requests For Information (RFI's) submitted during the construction period, and provide responses accordingly. A total of 60 hours is allocated to this Task.

**Task 304. Construction Period Observations and Support:** m6 will provide for engineering observations of specific elements of construction activities when required by the City or requested by the Contractor. Efforts may include field observations, documentation of conditions, and related reporting. A total of 120 hours is allocated to this Task.

**Task 305. Record Drawings:** At the conclusion of construction activity, m6 will update the construction documents to reflect as-built conditions utilizing field sketches, contractor red-lines and survey staking information. Record drawings will be generated on mylar or other approved media and provided to the City, County and LVMWD as appropriate. A total of 80 hours is allocated to this Task.

Excluded from this scope are the following:

1. Payment of any City/County fees (plan check, permit, planning, etc);
2. Right of way/easement acquisition;
3. Deed preparation, execution, recordation services;
4. Storm drain hydraulic analyses;
5. Flow monitoring (storm drain or sewer);
6. Pump station design;
7. Soils/geotechnical studies;
8. Radius maps, notifications and mailing lists;
9. Other items not specifically provided for in the Tasks above.

A reimbursable budget has been established for this project, to allow for mileage, reproduction, and other incidental items.

Exhibit "A"  
Client Initials \_\_\_\_\_

Efforts associated with the above Tasks are based on estimates of hours. Anticipated efforts related this Scope of Work (Exhibit "A") at various staff levels and associated hourly rates are summarized in the following compensation section (Exhibit "B"). Assumptions of efforts and related hourly distribution across staffing levels are approximate, and may change based on availability of staff.

Should you have any questions or require additional information for your review, please feel free to call me at (805) 379-1015.

Sincerely,

m6 Consulting, Inc.



Robert Woodward, PE, CASp, Principal

**EXHIBIT B**  
**PAYMENT RATES AND SCHEDULE**

**EXHIBIT "B"**  
**COMPENSATION**  
**City of Agoura Hills**

**Storm Drain Dry Weather Diversion Project**  
**Cost Proposal**

City agrees to compensate Consultant for such services as follows:

On an hourly basis, the Tasks outlined in Exhibit "A" above, and per the enclosed staff hours (Exhibit "C"). Staff will be billed based on their functional classification and corresponding hourly rate, as approved by the City.

<u>Task</u>	<u>TASK DESCRIPTION</u>	<u>FEE</u>
101	Design Survey	\$52,500
102	Utility Research and Coordination	\$8,875
103	Las Virgenes Municipal Water District Coordination	\$15,050
104a	60% Design Plans, Specifications and Estimate (PS&E) Preparation	\$37,650
104b	90% Design Plans, Specifications and Estimate (PS&E) Preparation	\$74,000
104c	100% Design Plans, Specifications and Estimate (PS&E) Preparation	\$31,700
105	Dry Weather Diversion Regulation Design	\$19,850
106	County of Los Angeles Flood Control District Coordination and Permitting	\$19,700
107	Client Meeting Attendance and Consultation	\$21,300
108	Sub-Surface Survey	\$28,075
109	Utility Facility Positive Location	\$23,675
110	Sewer Capacity Calculations	\$18,650
111	Easement Plats, Legal Descriptions and Exhibit Preparation	\$4,285
	Reimbursable	\$4,500
	<b>Total:</b>	<b>\$359,810.00</b>



**Optional Tasks**

**Bid Period Services**

<b>201</b>	<b>Bid Period Support</b>	<b>\$2,660</b>
<b>202</b>	<b>Attend Pre-Bid Meeting</b>	<b>\$640</b>
<b>Optional Bid Period Services Task Total:</b>		<b>\$3,300.00</b>

**Construction Period Services**

<b>301</b>	<b>Attend Pre-Construction Meeting</b>	<b>\$670</b>
<b>302</b>	<b>Contractor Submittal Review</b>	<b>\$9,850</b>
<b>303</b>	<b>Contractor RFI Review and Response</b>	<b>\$9,775</b>
<b>304</b>	<b>Construction Period Observations and Support</b>	<b>\$20,200</b>
<b>305</b>	<b>Record Drawings</b>	<b>\$10,550</b>

**Optional Construction Period Services Task Total: \$51,045.00**

Project: Storm Drain Dry Weather Diversion Project  
 Prepared By: Bob Woodward  
 Date: February 16, 2021

PROPOSED HOURS AND FEE SCHEDULE

Position	Principal Engineer	Project Manager	Project Eng II	Project Eng I	Design Eng.	Designer II	Poliole Crew	Survey Crew	Office Mapping	Total Hours	Total Fee (\$)
Task 101 Design Survey	0	0	0	0	0	0	0	210	0	210	\$52,500
Task 102 Utility Research and Coordination	0	0	0	0	0	0	0	0	0	0	\$0
Task 103 Las Virgenes Municipal Water District Coordination	10	20	40	40	15	0	0	0	0	61	\$8,875
Task 104 Design Plans, Specifications and Estimate (PS&E) Preparation	20	30	50	60	0	30	0	0	0	90	\$15,050
Design Plans, Specifications and Estimate (PS&E) Preparation	40	80	120	120	0	120	0	0	0	250	\$37,650
Design Plans, Specifications and Estimate (PS&E) Preparation	20	40	60	40	0	40	0	0	0	160	\$24,000
Task 105 Dry Weather Diversion Regulation Design	10	20	40	20	0	40	0	0	0	200	\$51,700
Task 106 County of Los Angeles Flood Control District Coordination and Permitting	20	20	40	20	0	20	0	0	0	130	\$19,850
Task 107 Client Meeting Attendance and Consultation	30	30	40	20	0	0	0	0	0	120	\$18,700
Task 108 Sub-Surface Survey	0	5	5	0	0	0	0	20	0	120	\$21,300
Task 109 Utility Facility Positive Location	0	5	5	0	0	0	55	0	0	65	\$25,675
Task 110 Sewer Capacity Calculations	5	15	40	40	20	0	0	0	0	120	\$18,650
Task 111 Erosion Plans, Legal Descriptions and Exhibit Preparation	5	5	5	5	0	0	0	0	8	23	\$4,255
Sub-Total Hours	\$58,000	\$48,300	\$72,000	\$55,625	\$4,725	\$58,000	\$22,000	\$75,000	\$5,450	1989	\$395,310
Total									Reimbursable		\$4,500.00
									Total		\$399,810.00

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

NAME OF CONSULTANT: m6 Consulting, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Robert Woodward, PE

CONSULTANT'S ADDRESS: 4165 E. Thousand Oaks Blvd.,  
Suite 355  
Westlake Village, CA 91362

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

PREPARED BY: Charmaine Yambao

COMMENCEMENT DATE: July 14, 2021

TERMINATION DATE: June 30, 2023

CONSIDERATION: Contract Price  
Not to Exceed: \$311,935/yr

<b>ADDITIONAL SERVICES</b> <i>(Describe Services, Amount, and Approval):</i>  <hr/> <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 M6 CONSULTING, INC.**

**THIS AGREEMENT** is made and effective as of July 14, 2021, between the City of Agoura Hills, a municipal corporation ("City") and m6 Consulting, 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 July 14, 2021, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023, 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 Three Hundred Eleven Thousand Nine Hundred Thirty-Five Dollars and Zero Cents (\$311,935.00) ("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.

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 and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be under Consultant's exclusive direction and control. Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by state and

local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. 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.

B. 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 City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. 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 and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in,

the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

## **11. PERS COMPLIANCE AND INDEMNIFICATION**

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

## **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: M6 Consulting, Inc.  
4165 E. Thousand Oaks Blvd, Suite 355  
Westlake Village, CA 91362  
Attention: Robert Woodward, PE

**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. EXHIBITS**

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a

provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

**20. 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.

**21. AMENDMENT OF AGREEMENT**

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

**22. 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**

\_\_\_\_\_  
Denis Weber,  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk

Date Approved by City Council \_\_\_\_\_

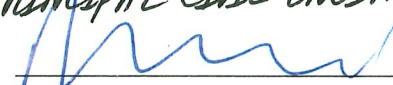
APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**CONSULTANT**

M6 Consulting, Inc.  
4165 E. Thousand Oaks Blvd., Suite 355  
Westlake Village, CA 91362  
Robert Woodward, PE  
805-379-1015

By:   
Name: MAYSOD MAHMOUD  
Title: PRINCIPAL CIVIL ENGINEER & CFO

By:   
Name: ROBERT WOODWARD  
Title: PRINCIPAL ENGINEER, CEO

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

## EXHIBIT A

### TASKS TO BE PERFORMED

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

The consultant shall perform engineering and design services needed for the completion of design for the Palo Comado Linear Park Project.

The Scope of Work outlined below, provide a detailed description of tasked needed for final design of the Project.

#### Task 1: Project Management, Schedule, Meetings and Deliverables

Task 1.1 Project Schedule: A detailed project schedule reflecting interdependencies among tasks, critical path items, interim and final milestones for the project completion will be provided to the City. A total of 2 hours is allocated to this Task.

Task 1.2 Project Meetings: m6 will attend and conduct project kick-off and monthly project meetings. As requested by the City m6 will attend additional public outreach events, Public Works subcommittee, and City Council meetings. A total of 194 hours is allocated to this Task.

Task 1.3: Deliverables: A reimbursable allowance has been allocated for this task inclusive of mileage and reproduction.

#### Task 2: Design Analysis and Revisions

Task 2.1 Data Collection and Project Set-Up: m6 will conduct site visits, obtain and review all available files, records, plans, reports, as-builts, and other design documents related to the project as provided by the City. A total of 40 hours is allocated to this Task.

Task 2.2: Technical Memorandum: m6 will provide a project analysis of the 35% design plans with acceptance of progressing to final design. The list of revisions or additional information required to move forward will be detailed in a technical memorandum to provide to the City. A total of 56 hours is allocated to this Task.

#### Task 3: Right-of –Way Plats and Legals

Task 3.1 Legals and Plats: Together with Chris Nelson and Associates (CNA), (3) Legal Descriptions and Plats in accordance with City of Agoura Hills and County of Los Angeles guidelines for those properties and utilities anticipated to be affected during construction of and permanently by the Project in full operation. It is assumed that the all field survey



necessary for the mapping has been previously completed. A total of 34 hours is allocated to this Task.

Task 3.2: Meetings with Property Owners: If requested by the City, m6 will attend meetings with property owners for their review and consent of the project documents. A total of 18 hours is allocated to this Task.

Task 3.3: Deliverables: m6 together with CNA shall provide: Right-of-way Plats and Legals, as needed, project exhibits specific to affected property for discussion purposes with property owners, as needed and meeting minutes. A reimbursable allowance has been allocated to this Task.

#### Task 4: Permits

Task 4.1 Los Angeles County Flood Control District (LACFCD) Permit: m6 will apply for and obtain a permit for access and permanent use of the LACFCD right-of-way, encroachment and alteration of the LACFCD right-of-way for the linear park project construction. A total of 110 hours is allocated to this Task.

Task 4.1.1 LACFCD Agreement: m6 will provide assistance in securing an agreement between the City and LACFCD detailing the maintenance of all improvements affecting LACFCD's right-of-way. A total of 50 hours is allocated to this Task.

Task 4.2: Environmental/Regulatory Permits: m6 together with Envicom Corporation, permit applications shall be submitted to regulatory agencies including, City of Agoura Hills, County of Los Angeles, Department of Fish and Wildlife, Regional Water Quality Control Board and UC Army Corps of Engineers. A total of 154 hours is allocated to this Task.

Task 4.3: City Permits: m6 shall apply for and obtain City of Agoura Hills approvals and permits, as required. A total of 10 hours is allocated to this Task.

Task 4.4: Deliverables: m6 shall provide permit applications, final permits and agreements issued to the City. A reimbursable allowance has been allocated to this Task.

#### Task 5: Final Design – Contract Documents (Plans, Specifications and Estimates)

Task 5.1: Water Quality Design Components: m6 shall evaluate drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the design for stormwater quality improvements prior to entering natural waterways. Proposed BMP's will address runoff treatment opportunities for Agoura and Cornell Roads and the adjacent Whizin's Market.

Water treatment devices may include a combination of bioswales, filter strips, and/or infiltration devices to address existing subsurface storm drain conducts and related connections to the LACFCD channel. A total of 135 hours is allocated to this Task.

Task 5.2: 50%, 90% and Final Design Level Plans: m6 will provide and submit plans at the 50%, 90% and Final Design Level. (5) Five sets of plans with a sheet size of 24" x 36" with City Standard Border shall be provided to the City. An electronic pdf shall be also be provided per level plan submittal. As requested by the City, Envicom will provide a Naturalist as part of the team for the final design of the park. When project is complete, m6 will provide AutoCAD files for project plan set. A total of 918 hours is allocated to this Task.

Task 5.3: Technical Specifications: m6 shall prepare construction specifications (Special Provisions and Technical/Architectural Specifications) consistent with the City's Public Works Bid - Contract Document Template. A total of 42 hours is allocated to this Task.

Task 5.3.1: Contract Documents: m6 will prepare Contract Documents per the City's Contract Document Template. Contract Documents shall include a Bid Sheet, General Provisions, Special Provisions, Technical/Architectural Specifications, and necessary Appendices. At the 90% and Final Design levels, m6 shall prepare and submit Contract Documents package in Microsoft Word for Windows and electronic pdf formats. A total of 28 hours is allocated to this Task.

Task 5.4: Mitigation Monitoring and Reporting Program (MMRP): m6 together with Envicom, will review the Project's approved MND and MMRP and prepare design plans and specifications, as required, for implementation of mitigation measures during the construction phase of the Project. Envicom will provide observation and reporting in compliance with the projects approved MND and MMRP in the Pre-Construction phase. A total of 82 hours is allocated to this Task.

Task 5.5: Permitting Requirements: m6 together with Envicom, will prepare design plans and specifications, as required, for implementation of requirements issued as part of Project permits. A total of 69 hours is allocated to this Task.

Task 5.6: Stormwater Pollution Prevention Plan (SWPPP): Together with Cal SWPPP, m6 will prepare a SWPPP for use during construction of the project and create an account with SMARTS to file the NOI. The SWPPP shall comply with MS4 permit and General Construction permit requirements, as appropriate for the project. A total of 78 hours is allocated to this Task.

Task 5.7: Engineer's Construction Cost Estimate: m6 will prepare a construction cost estimate based on the itemized quantity take-off from the Contract Documents. m6 will submit the construction cost estimate at the 90% and final design levels in an excel spreadsheet format. A total of 7 hours is allocated to this Task.

Task 5.8: Deliverables: m6 will prepare and submit five (5) plan sets, plus electronic pdf for 50%, 90% and Final Design Level Drawings, AutoCAD files for Final Design Drawings, Contract Documents Package at 90% and Final Design levels in Microsoft Word for Windows and electronic pdf formats, and an engineer's construction cost estimate in Excel spreadsheet format a construction cost estimate based on the itemized quantity take-off from the Contract Documents. A reimbursable allowance has been allocated to this Task.

Excluded from this scope are the following:

1. Payment of any City/County fees (plan check, permit, planning, etc.);
2. Environmental studies or documents other than that specifically stated.
3. Topographic Survey;
4. Geotechnical Investigations;
5. Potholing;
6. ROW acquisition;
7. Establishment of easements;
8. Utility relocations, coordination, and accommodation;
9. Non-destructive investigations;
10. Bid and Construction period services;
11. Construction period testing or special inspections;
12. Other items not specifically provided for in the Tasks above.

A reimbursable budget has been established for this project, to allow for mileage, reproduction, and other incidental items, and is reflected in each respective Task.

**EXHIBIT B**  
**PAYMENT RATES AND SCHEDULE**



### Schedule of Hourly Rates

Hourly Public Works Services:

Project Manager .....	\$165.00
Project Engineer .....	\$145.00
Project Designer/CAD Drafter .....	\$120.00
Hydrology/Hydraulic Engineer .....	\$135.00
Structural Engineer .....	\$145.00
Inspector .....	\$95.00
Map Review/City Surveyor .....	\$250.00
1 Man Survey Crew .....	\$205.00
2 Man Survey Crew .....	\$250.00
Minimum Survey Trip Charge .....	\$750.00
Office Survey/Mapping .....	\$165.00
Soils/Geotechnical Engineer .....	\$165.00
Environmental Specialist .....	\$175.00
Principal Engineer .....	\$185.00
Landscape Architect .....	\$145.00

Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments. All rates are subject to a 2% increase annually on January 1<sup>st</sup>.

MISCELLANEOUS CHARGES:

Hourly

Administration/Tech Aide .....	\$64.00
Direct Costs .....	Cost+ 15%
Outside Reproduction .....	Cost + 15%
Materials & Expenses .....	Cost + 15%
Mileage (Portal to Portal) .....	\$0.54/Mile