

## REPORT TO CITY COUNCIL

**DATE: MAY 10, 2023**

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

**FROM: NATHAN HAMBURGER, CITY MANAGER**

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

**SUBJECT: APPROVE FIRST AMENDMENT TO THE AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES WITH m6 CONSULTING, INC., FOR ENGINEERING DESIGN SERVICES RELATED TO THE DRY-WEATHER STORM DRAIN DIVERSION PROJECT**

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This report seeks City Council approval of the First Amendment to the Agreement for Design Professional Services, with m6 Consulting, Inc. (m6) for additional engineering design services related to the Dry-Weather Storm Drain Diversion Project. This agreement provides feasibility studies, environmental documents, final construction plans, specifications, construction cost estimates, and permits from the Los Angeles County Flood Control District (LACFCD).

At the City Council meeting on July 14, 2021, the City Council awarded an Agreement for Design Professional Consultant Services to m6 Consulting, Inc. (m6), in the amount of \$359,810 in order to provide engineering design services related to the Dry-weather Storm Drain Diversion Project.

Due to additional exhibits requested by the Los Angeles County Flood Control District, m6 is requesting additional compensation to cover their costs for these unexpected tasks. Based on Section 4 of the Agreement, any additional compensation requires approval by the City Council. In order for m6 to complete the design of the project, staff is seeking approval of an amendment to the agreement for consultant services to allow for an additional \$15,600 to the existing contract for a revised total of \$375,410. The proposed cost adjustment is still within the approved project budget, and will be paid entirely using a combination of the State Budget Act of 2019 Funds and Measure W (Local) Funds that were allocated to the City for this project.

It should be noted the California Department of Water Resources is currently completing the Funding Agreement for the use of Prop 1, Round 1, funding for the construction of the diversion structures which is expected to begin in late summer. As such, staff is requesting the agreement expiration date be amended to September 31, 2023, in order for m6 to finalize any submittals required by the State to close out the earmark. The scope of work and all other terms of the agreement are not expected to change and remain the same as previously approved. Staff is satisfied with the work product from m6 and will

continue to work towards completion of the design for the Dry-weather Storm Drain Diversion Project.

The proposed First Amendment to the Agreement for Design Professional Consultant Services has been reviewed by the City Attorney and approved as to form.

## **RECOMMENDATION**

Staff respectfully recommends the City Council approve the First Amendment to the Design Professional Consultant Services Agreement with m6 Consulting, Inc., for engineering design services related to the Dry-weather Storm Drain Diversion Project.

Attachment: First Amendment to Agreement for Design Professional Consultant Services

FIRST AMENDMENT TO AGREEMENT FOR 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 31, 2023

CONSIDERATION: Amendment Amount: \$15,600  
Total Contract Price  
Not to Exceed: \$375,410

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
CITY OF AGOURA HILLS AND m6 CONSULTING, INC.**

**Dry-Weather Storm Drain Diversion Project**

THIS FIRST AMENDMENT is made and entered into as of May 10, 2023, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and m6 Consulting, Inc., a corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

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

a. On July 19, 2021, the City and Consultant entered into that certain Agreement entitled "Agreement for professional design services", Three Hundred Fifty-Nine Thousand Eight Hundred Ten Dollars and Zero Cents (\$359,810).

b. The parties now desire to add scope of work, extend the term of the agreement to September 31, 2023, increase the payment in the amount of Fifteen Thousand Six Hundred Dollars and Zero Cents (\$15,600.00), and to amend the Agreement as set forth in this Amendment.

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than September 31, 2023, unless sooner terminated pursuant to the provisions of this Agreement."

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

"The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The First Amendment amount shall not exceed Fifteen Thousand Six Hundred Dollars and Zero Cents (\$15,600.00), for additional design services for a total Agreement amount of Three Hundred Seventy Five Thousand Four Hundred Ten Dollars and Zero Cents (\$375,410.00)

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

**IN WITNESS WHEREOF**, the parties hereto have caused this FIRST Amendment to Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
Chris Anstead,  
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~~act~~  
Westlake Village, CA 91362  
Attn: Bob Woodward  
805-379-1015

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

Print Name: ROBERT WOODWARD

Title: PRINCIPAL ENGINEER

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

Print Name: MASOUD MAHMOUD

Title: PRINCIPAL ENGINEER, CPO

[Signatures of Two Corporate Officers Required]