

## REPORT TO CITY COUNCIL

**DATE: JULY 12, 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 AN AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES WITH RINCON CONSULTANTS, INC. TO PROVIDE THE ENVIRONMENTAL DOCUMENT FOR THE BICYCLE MASTER PLAN, VEHICLE MILES TRAVELED MITIGATION EXCHANGES AND BANKING PROGRAM, AND UPDATES TO THE MOBILITY SECTION OF THE GENERAL PLAN INFRASTRUCTURE AND COMMUNITY SERVICES ELEMENT**

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This report seeks City Council approval to enter into a design professional services agreement with Rincon Consultants, Inc. for environmental and engineering design services to provide environmental clearance under the California Environmental Quality Act (CEQA) for the City's Bicycle Master Plan (BMP), Vehicle Miles Traveled (VMT) Mitigation Exchanges and Banking Program, and updates to the Mobility Section of the Infrastructure and Community Services Element of the City's General Plan.

In June 24, 2020, the City Council adopted implementation of VMT for CEQA transportation evaluation method and clearance, pursuant to Senate Bill 743. When a development project is identified that exceeds the VMT thresholds of significance, mitigation strategies may be implemented that allow for quantifiable VMT reductions. Bicycle infrastructure strategies are included as part of the City's Transportation Demand Mitigation Program that a developer can choose to implement to reduce VMT. The new VMT standards took effect in July 2020.

Staff has developed a draft BMP to aid in developing a Citywide network that ensures residents have access to safe bicycle facilities, meets both commuter and recreational needs, provides connectivity to regional bicycle facilities, and provides standard design details for typical bicycle facility types and treatments.

The development of the BMP has been an ongoing process since its initiation in 2021 and recognizes community engagement as integral to the success of the plan. The community engagement strategies utilized for the plan included an online survey, project space on the City's website, two community workshops with activities, a STRAVA challenge, social media announcements and stakeholder outreach with Los Angeles County Sheriff, Las Virgenes Unified School District, Community Services, local city and

County partners, and local homeowners associations. The final draft BMP has been posted on the City's website since early August, shortly after the July 12, 2022, community workshop, for the public to review and provide comments prior to adoption.

The City's draft BMP outlines existing and proposed bikeway facilities, identifies bikeway improvement projects with phased implementation, and community-based programs. The BMP provides a vision for a diverse network of interconnected bicycle corridors, support facilities, programs that aim to link local and regional destinations, and makes biking more practical and desirable for a broader range of people. Adoption of the BMP is expected to increase the City's eligibility to receive future grant funding for development and installation of projects and programs identified in the plan.

The draft BMP expands on and amends existing General Plan language to accommodate public input, therefore final adoption of the BMP requires the amendment of the General Plan to allow for a finding of consistency between the two documents. Most of the proposed bikeway improvement projects would qualify for a statutory and/or categorical CEQA exemption. However, the Class I bike paths, Class IV bikeway on Thousand Oaks Boulevard, between Kanan and Grey Rock Roads, and Class II Bikeway on Driver Avenue at the Palo Comado Bridge will be subject to further CEQA review to determine their potential environmental impacts.

Concurrently, the VMT Banking Program will be developed, as the second stage of the project. A VMT Mitigation Exchanges and Banking Program would include the identified bicycle improvement projects in the BMP and other potential VMT banking projects. Through the VMT Banking Program, developers would be able to purchase VMT reduction credits and the fees applied to the construction of improvement projects, such as those identified in the Bicycle Master Plan.

On April 13, 2023, staff solicited a Request for Proposals (RFP) for consultant services to provide the environmental document for the BMP and the General Plan amendment.

On May 11, 2023, the City received two proposals from Rincon Consultants, Inc. (Rincon) and Michael Baker International. Staff reviewed and evaluated the proposals, and selected Rincon as the most experienced and qualified consultant firm for the project. It is worthwhile to note that Rincon partnered with Kimley-Horn for the project. Kimley-Horn is the design consultant on the BMP, as well as, the City's contract Traffic Engineer.

The cost to develop the environmental document for the BMP was identified and approved in the Proposed Fiscal Year 2022-23 and 2023-24 budgets. While the total funding allocated was \$250,000, the funding for Fiscal Year 2022-23 was not expended and will require a budget amendment to use in Fiscal Year 2023-24.

Rincon's cost proposal for the project is \$250,000. Staff recommends 15% (\$37,500), of local Prop C Funding, be allocated to the project for Fiscal Year 2024-25. This contingency funding aligns with language in the agreement for City Manager's approval of any contract change orders within 10% of an awarded contract amount, and makes

funding available for use in publishing notices, hosting any necessary community meetings, and other costs associated with the completion of the project.

Staff estimates the effort to take approximately 18 months, as it will require a General Plan amendment, subject to approval by both the Planning Commission and City Council, prior to adoption of the BMP.

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

## **RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Approve the design professional consultant services agreement with Rincon Consultants, Inc. for the Environmental Document for the Bicycle Master Plan and General Plan Amendment.
2. Authorize the Mayor to sign the agreement on behalf of the City Council.
3. Amend the Fiscal Year 2023-24 budget to \$250,000 for the Project.
4. Appropriate \$37,500 in Prop C funding to the Fiscal Year 2024-25 budget for the Project

Attachment: Agreement for Design Professional Consultant Services

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

NAME OF CONSULTANT: Rincon Consultants, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Richard Daulton, MURP,  
Vice President

CONSULTANT'S ADDRESS: 180 N. Ashwood Avenue  
Ventura, CA 93003

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

PREPARED BY: Charmaine Yambao

COMMENCEMENT DATE: July 12, 2023

TERMINATION DATE: June 30, 2025

CONSIDERATION: Contract Price  
Not to Exceed: \$ 250,000.00/yr

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| <b>ADDITIONAL SERVICES</b> <i>(Describe Services, Amount, and Approval):</i><br><br>_____<br><br>_____<br><br>_____<br><br>_____ |
|--|

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 RINCON CONSULTANTS, INC.**

**THIS AGREEMENT** is made and effective as of July 12, 2023, between the City of Agoura Hills, a municipal corporation ("City") and Rincon Consultants, 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 12, 2023, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, 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 Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) ("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: Rincon Consultants, Inc.  
180 N. Ashwood Avenue  
Ventura, CA 93003  
Attention: Richard Daulton

#### **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**

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Chris Anstead,  
Mayor

ATTEST:

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Kimberly M. Rodrigues, MMC  
City Clerk

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

APPROVED AS TO FORM:

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Candice K. Lee,  
City Attorney

**CONSULTANT**

Rincon Consultants, Inc.  
180 N. Ashwood Avenue  
Ventura, CA 93003  
Richard Daulton, Vice President  
805-644-4455  
rdaulton@rinconconsultants.com

By:



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Name: Richard Daulton  
Title: Vice President/Secretary

By:



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Name: Lacrissa Davis  
Title: Vice President/CFO

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



## EXHIBIT A

### TASKS TO BE PERFORMED

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

Rincon Consultants, Inc. is the Consultant on this Project with Kimley-Horn as its sub consultant. The scope of work is outlined below is work to be provided by the Consultant.

*The specific elements (scope of work) of this service include the following tasks as outlined below, with the exception of Optional Tasks 2.3, 2.4 and 3.3.2. The optional tasks are not included in the scope of work, unless added as approved additional services to the Agreement.*

#### **Task 1 Project Management, Finalize Scope, and Stakeholder Meetings**

##### **Task 1.1 Project Management and Coordination**

Under Task 1.1, Rincon will fulfill overall project management and coordination duties. Throughout the duration of the project, Rincon will manage project duties to assure a cost efficient, quality product and defensible process. Rincon will prepare and maintain the project schedule for the environmental documentation tasks, track the budget for environmental approval activities, and coordinate with the project development team members and other relevant stakeholders. Rincon will consistently monitor and review the project for conformance with environmental standards, policies, and procedures and work to resolve issues in a timely manner. Project management includes internal coordination with the Rincon and Kimley-Horn (Sub-Consultant) teams throughout the entirety of the project. Rincon accounts receivable team will also provide monthly invoices to the City and coordinate any contracting paperwork and logistics under this task.

##### **Task 1.2 Kickoff Meeting, Project Team Meetings, and Public Meetings**

Rincon will schedule a project kickoff meeting with Rincon staff, Kimley-Horn staff, City Public Works staff, and Community Development Planning staff within five days of receipt of Notice to Proceed. The kickoff meeting will consist of a one-hour conference call to confirm project details, finalize the project scope, review the proposed deliverable schedule for the project, share and discuss preliminary data requests, and establish a communication protocol. It is anticipated that Rincon will also conduct up to four progress meetings (estimated at one hour each) with the Agoura Hills Project Manager, Public Works, Community Development Planning staff, and Kimley-Horn at key stages of the project, such as after preparation of the Initial Study (IS) and prior to preparation of the Final EIR.

This task also includes Rincon's attendance and presentation at up to two appropriate public Subcommittee Meetings to provide project updates, one Planning Commission Public Hearing for the General Plan Amendment, and two City Council Public Hearing Meetings for final project presentation and approval. It is anticipated that each meeting will be held in-person and will require the attendance of Rincon's Project Manager only.

#### **Deliverables**

- Final project scope
- Project kickoff meeting and project progress meetings with agenda and summarized meeting notes
- Data and Information Request
- Project schedule and periodic updates to the project schedule
- Preparation, attendance, and presentation at meetings with the public, stakeholders, subcommittees, Planning Commission, and City Council
- Informational materials (e.g., handouts, exhibits, data tables, etc.) for public meetings

## Assumptions

- The City will provide a completed Data and Information Request to support the environmental document within two weeks of the project kickoff meeting to avoid schedule delays
- Project team meetings (four) will be virtual and will last for up to one hour
- Public meetings (five) will be in-person and will last for a minimum of three hours
- Informational materials (e.g., handouts, exhibits, data tables, etc.) for use at the public meetings will not exceed a total cost of \$500

### Task 1.3 Review of Existing City Planning Documents

Rincon's Community Planning team, led by Della Acosta, will conduct a review of the City's existing Infrastructure and Community Services Element, Final Draft BMP, Affordable Housing Overlay, and Climate Action and Adaptation Plan. Kimley-Horn will also review these documents to confirm the project design is consistent with the goals and vision of each. To achieve consistency with the BMP, Rincon, in coordination with Kimley-Horn, will amend the language in the Bicycle and Pedestrian Facilities of the Alternative Modes of Travel Subsection of the General Plan and replace the existing General Plan Bikeways Map (Figure M-7) to reflect the bicycle routes depicted in the draft BMP. Tribal consultation related to General Plan amendments will occur for the project under Task 3.2.2, detailed below.

## Deliverables

- Amendment language for the Bicycle and Pedestrian Facilities of the Alternative Modes of Travel Subsection
- Revised General Plan Bikeways Map (Figure M-7)

## Assumptions

- The City will provide the existing General Plan to Rincon in word format
- The City will provide the General Plan Bikeways Map to Rincon in shapefile format

### Task 2 Additional Preliminary/Concept Design of Bikeway Improvement Projects

The following segments are recommended for line diagrams or conceptual design to complete the environmental analysis, either because they were specifically identified in the RFP or because Kimley-Horn anticipates the future facility requires roadway widening, a new alignment, or significant redesign of an existing roadway segment or intersection.

Kimley-Horn will prepare line diagrams for the following segments:

- **Class II Bike Lane**
  - Cornell Road from Kanan Road to Agoura Road (0.4 mile)
  - Driver Avenue from Easterly Road to Colodny Drive (0.5 mile)
  - Forest Cove Lane from Thousand Oaks Boulevard to Rainbow Crest Drive (0.2 mile)
  - Reyes Adobe Road from Passageway Lane to Agoura Road (0.3 mile)
  - Westbound Thousand Oaks Boulevard from Kanan Road to Argos Street (0.2 mile)
- **Class IV Protected Bike Lane**
  - Kanan Road from northerly City Limits to Thousand Oaks Boulevard (1.0 mile)
  - Thousand Oaks Boulevard from Westerly City Limits to Kanan Road (2.0 miles)
- **Class I Bike Path**
  - Medfield Path from Medfield Street to future Medea Creek Path (0.5 mile)

Kimley-Horn will prepare conceptual level design plans for the following segments:

- **Class I Bike Path**
  - Medea Creek Path from Northern City Limits to Agoura Road (2.0 miles)
  - Agoura High School Connection from Thousand Oak Boulevard to Fountain Place (0.2 mile)

## **Task 2.1 Existing Conditions**

Kimley-Horn will analyze existing conditions prior to preparing conceptual level design plans for the Medea Creek Bike Path and Agoura High School Connection.

### **Task 2.1.1 Field Review/Research**

Kimley-Horn will research available records and documents provided by the City including, but not limited to, existing improvement plans and topographic data, maps, “as-built” drawings, utility plans, reports centerline ties, studies, and other pertinent information necessary for the project. Kimley-Horn will also research available right-of-way maps, assessor parcel maps, and easement information within the project limits.

### **Task 2.1.2 Utility Coordination**

Kimley-Horn will coordinate with the City to identify utility agencies to send initial letters (“A” Letters) to request utility as-built information for the project location. Utility information will be incorporated into the project base mapping.

#### **Deliverables**

- Utility A Letters

### **Task 2.1.3 Preparation of Base Maps**

Kimley-Horn will prepare base maps utilizing the information obtained from Tasks 2.1.1 and 2.1.2. The base maps will include a plan view with aerial imagery, existing street and right-of-way widths, overhead and underground utilities, trees, and other above-ground features. The base plans will be prepared at 1” = 40’ scale using AutoCAD.

#### **Deliverables**

- Base Map plans of Existing Conditions (10 sheets)

## **Task 2.2 Line Diagrams & Conceptual Plans**

Kimley-Horn will develop line diagram project sheets for each of the eight segments listed. The Project Sheets will include an aerial image showing the proposed alignment of the facility. The Project Sheets will also identify constraints and considerations for each facility. Kimley-Horn will finalize the Project Sheets for Kanan Road, Agoura Road, Reyes Adobe Road, and Thousand Oaks Boulevard facilities that were developed as part of the draft Agoura Hills Bicycle Master Plan. Kimley-Horn will develop Project Sheets for the Cornell Road, Driver Avenue, Forest Cove Lane, and Medfield Path facilities.

Kimley-Horn will prepare a design plan for the Medea Creek Path and Agoura High School Connection utilizing the base maps developed in Task 2.1. The design plan shall conform to the improvements identified in the draft BMP and consistent with the design standards in the Caltrans Highway Design Manual, California Manual on Uniform Traffic Control Devices, and the National Association of State Highway and Transportation Officials. The design plan will include bike lane and bike path improvements, existing right-of-way, proposed right-of-way, curb, gutter, striping and pavement markings, back of sidewalk, etc. for the improvements. Any potential utility conflicts will be identified in the plans. This task assumes Kimley-Horn will address up to two rounds of consolidated comments by the City. The base plans will be prepared at 1” = 40’ scale using AutoCAD.

#### **Deliverables**

- Project Sheets with Line Diagrams for each of the eight listed planned facilities (up to 8 sheets)
- Draft 30% Design Plans for Medea Creek Path and Agoura High School Connection (10 sheets); Final 30% Design Plans up to 10 sheets

## **Optional Task 2.3 Topographic Mapping at Key Project Locations**

The Project team will obtain site survey for areas in need of specific site controls and elevation details such as access points. We understand detailed survey may not be needed for the entire alignment of the above segments, and as such our primary scope will limit topographic mapping to key project locations. The topographic survey will include features such as edge of pavement, top of curb, back of sidewalk, driveways, curb ramps, channels, concrete pads, utilities (manholes, water valves, handholes, vaults, poles, pull boxes, cabinets, etc.), walls, gates, fences and railings, barriers, sprinklers/irrigation systems and planting areas, and lane striping. The Project Team will work with the City to identify the key project locations.

### **Optional Task 2.4 Develop VMT Banking Mitigation Program**

Kimley-Horn will develop a VMT Banking Mitigation Program to be integrated into other concurrent fee programs being developed by the City. The VMT Banking program will consider the range of projects being developed as part of the proposed BMP.

## **Task 3 Environmental Analysis**

### **Task 3.1 Project Description**

Rincon will prepare a CEQA Project Description (PD) for the City's review. The CEQA PD will be based upon the final project scope as determined in the project kickoff meeting, information provided by the City in the Data and Information Request, and project design details developed by Kimley-Horn. The PD will include a description of all project components and identification of key activities, as well as any best management practices included as part of the BMP or built into individual project designs.

#### **Deliverables**

- Draft and Final PD

#### **Assumptions**

- The PD will include up to 12 figures, including maps and photographs, if applicable
- Rincon will not respond to comments on the Final PD, and no revisions will be necessary
- No project changes will be introduced after City approval of the Final PD

### **Task 3.2 Technical Studies**

Task 3.2 includes the preparation of technical studies for biological resources and cultural resources. These technical studies will be prepared concurrently with the Initial Study under Task 3.3 and will be used to inform the scope, content, and conclusions of the Administrative Draft IS's Biological Resources, Cultural Resources, and Tribal Cultural Resources sections. The Final PD (prepared under Task 3.1) will be used to inform all technical studies; any project changes introduced following approval of the Final PD may require additional scope and budget. Our SOW for each of these technical analyses is described below.

#### **Task 3.2.1 Biological Resources**

##### **Task 3.2.1.1 Literature/Database Research**

Rincon will conduct a literature/database review of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB), CDFW Biogeographic Information and Observation System, California Native Plant Society Online Inventory of Rare and Endangered Plants, United States Fish and Wildlife Service (USFWS) Critical Habitat Portal, USFWS Information for Planning and Consultation (IPaC) portal, USFWS National Wetlands Inventory (NWI), and United States Geological Survey (USGS) National Hydrography Dataset. Other resources include aerial photographs, topographic maps, and other readily available literature regarding biological resources present in the project area. The review will assess the potential for presence of sensitive biological resources, including habitat for plant and wildlife species, plant communities, jurisdictional waters and wetlands, and suitable habitat for nesting birds occurring on or in the vicinity of the project site.

### **Task 3.2.1.2 Reconnaissance-Level Field Survey**

Following the literature/database review, Rincon biologists will conduct a field reconnaissance survey of the proposed Class I bike paths, Class IV bikeway on Thousand Oaks Boulevard, between Kanan and Grey Rock Roads, and Class II Bikeway on Driver Avenue at the Palo Comado Bridge (select bikeways) to document existing biological conditions. During the field survey, the biologist will evaluate the potential for sensitive biological resources to be present, including special-status wildlife species, rare plants, federal and state jurisdictional wetlands and waters, sensitive vegetation communities, riparian habitats, protected trees, and sensitive overlay zones. Incidental observations of special-status or otherwise sensitive biological resources will be recorded and documented. The general reconnaissance survey's identification of potential special-status species habitat is based on a suitability analysis only. Rincon will consult with the City regarding next steps should the findings of the reconnaissance survey suggest potential presence of special-status species or other regulated biological resources on or adjacent to the project site, or if we observe and record any incidental direct observations of special-status species during the survey.

### **Task 3.2.1.3 Biological Resources Assessment Technical Study**

Rincon will present the results of the literature review and field survey in a Biological Resources Assessment Technical Study. If potentially significant impacts are identified, Rincon will identify programmatic and project-level recommendations to reduce impacts. The technical study will include sufficient information and analysis to address all CEQA checklist biology issues in support of an Initial Study and, if necessary, EIR.

#### **Deliverables**

- Draft and Final Biological Resources Assessment Technical Study

#### **Assumptions**

- Definitive or protocol-level surveys for the presence or absence of special status species will not be conducted
- The study area will not exceed the linear mileage of the proposed select bikeways y as identified in the RFP, plus a 100-foot buffer
- The reconnaissance field survey will be completed by one biologist in one 8-hour day (inclusive of travel)
- This scope of work does not include a formal delineation of Waters of the U.S., Waters of the State, or CDFW streambed and riparian habitat
- This scope does not include preparation of regulatory permit applications and/or compensatory mitigation planning, and meetings with regulatory agencies will not be required
- A tree survey will not be conducted

### **Task 3.2.2 Cultural Resources**

#### **Task 3.2.2.1 Assembly Bill 52 Assistance**

Under Assembly Bill (AB) 52 (California Government Code Section 21080.3.1 (a)), the City, as the CEQA lead agency, is required to begin consultation with California Native American Tribes that are traditionally and culturally affiliated with the project site prior to the release of a negative declaration, MND, or EIR. If the City does not maintain an AB 52 contact list, Rincon will request an AB 52 consultation list from the Native American Heritage Commission (NAHC) on behalf of the City. Rincon will assist the City with consultation under AB 52 by providing the City with letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52. After receipt of letters, Native American Tribes have 30 days to reply to a request for consultation under AB 52. This task does not include meetings, outreach, consultation, or Rincon mailing letters to Tribal governments. The findings of the consultation will be incorporated into the Tribal Cultural Resources section of the Initial Study and, if necessary, the EIR.

#### **Task 3.2.2.2 Cultural Resources Technical Study**

To support project-level analysis of the select bikeways, Rincon will conduct a California Historical Resources Information System (CHRIS) records search of the proposed select bikeways linear footprint as well as a 0.5-mile

radius around the select bikeways at the South Central Coastal Information Center (SCCIC). The records search will reveal the nature and extent of any cultural resources work previously conducted within the select bikeways footprint and adjacent vicinity. Rincon will also contact NAHC for a review of their Sacred Lands File (SLF). Upon completion of the records search, Rincon will conduct a cultural resources pedestrian survey of the select bikeways alignments to identify potential cultural resources which could be impacted by the project. A Cultural Resources Technical Study will subsequently be prepared to present cultural resources findings, recommendations, and impact assessments.

### **Deliverables**

- AB 52 Package including letter templates, checklists, and detailed instructions to ensure meaningful consultation
- Draft and Final Cultural Resources Technical Study

### **Assumptions**

- The City will officially contact all applicable Tribes
- The project is not subject to federal oversight and compliance with Section 106 of the national Historic Preservation Act is not required
- The project-level analysis (including the CHRIS records search and field survey) will be limited to the select bikeways
- The pedestrian survey will require one 8-hour field day to complete by a single cultural resources specialist, and no access issues will be encountered
- No cultural resources will be recorded or evaluated and archaeological testing will not be required
- The cultural resources records search will not exceed \$1,500 in direct costs and be completed by SCCIC staff within 12 weeks

## **Task 3.3 Initial Study**

### **Task 3.3.1 Initial Study**

Rincon will draft an Initial Study to screen any environmental issues that do not require further analysis in the subsequent CEQA document. Where applicable, impacts will be quantified and compared to quantitative significance thresholds. Rincon will use the environmental analysis to identify any mitigation measures that may be required. The Initial Study will include evaluation of all the projects proposed by the City's BMP, a clear description of the General Plan Update to the Mobility Section of the Infrastructure and Community Services Element, and evaluation of the City's proposed VMT Mitigation Exchanges and Banking Program.

### **Deliverables**

- Draft and Final IS

### **Optional Task 3.3.2 Mitigated Negative Declaration**

If, after Rincon completes the Initial Study and supporting technical studies, the results indicate that the proposed project would clearly have less than significant impacts to each CEQA issue area, either with or without mitigation, the City can authorize this optional task for preparation of an Initial Study-Mitigated Negative Declaration (IS-MND). If this task is authorized, the preparation of an EIR under Task 3.5 will not be completed, and therefore, circulation of the NOP under Task 3.4 will also not be required or completed. Instead, Rincon will format the Initial Study into an IS-MND and prepare a Notice of Intent (NOI) to adopt the IS-MND. The IS-MND will be circulated for a minimum of 30 days, as required pursuant to CEQA. Rincon will prepare responses to comments on the IS-MND. This will include a list of commenters, comment letters, formal responses to comments, and added or revised text of the IS-MND that may be necessary.

### **Deliverables**

- Draft and Final IS-MND

## Assumptions

- The scope for the technical services as described under Task 3.2 would be the same for an IS-MND as an EIR
- Public comments received on the IS-MND can be adequately responded to in a maximum of 25 professional staff hours
- The IS-MND process can be completed within ten months

### Task 3.4 Notice of Preparation

Rincon will prepare a draft Notice of Preparation (NOP) of an EIR for the project. The purpose of the NOP is to provide public notification of the project, including a description of the proposed project and key components, the City's intended pathway to CEQA compliance, and guidance for the public on how and where to learn more about the project and submit comments regarding the project while the environmental documentation is being prepared. The Final NOP will be circulated for a 30-day public scoping period, during which time comments from the public may be submitted for consideration in preparation of the environmental document, including those related to scope of analysis, as well as the identification and characterization of impacts.

## Deliverables

- Draft and Final NOP

### Task 3.5 Administrative Draft EIR

Rincon will prepare an Administrative Draft EIR (ADEIR) in accordance with the most recent CEQA Guidelines. Potentially significant impacts and alternatives identified through the NOP and Initial Study process will be addressed, as applicable. The ADEIR will focus on impacts associated with the BMP, VMT Mitigation Bank, and General Plan Updates at a programmatic level in addition to project-level impacts associated with the specific select bikeways. The Initial Study (Task 3.3) will analyze each environmental issue and resource included in Appendix G of the CEQA Guidelines. Impacts determined in the Initial Study to be potentially significant will be evaluated in further detail in the ADEIR under Task 3.5. Based on our understanding of the proposed project and project setting, we anticipate the key issue areas listed below will be analyzed in the EIR. If responses to the NOP or findings in the Initial Study suggest other issues need to be addressed, these tasks can be added to the work program at the City's request under a scope of work and cost amendment.

- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Noise
- Transportation
- Tribal Cultural Resources

Following receipt of City comments on the ADEIR, Rincon will revise the document accordingly and prepare a website-ready screen check ADEIR. The screen ADEIR will provide the City with an opportunity for final review of the document as it will appear when circulated for public review.

## Deliverables

- Administrative Draft EIR

## Assumptions

- Up to three alternatives will be evaluated in the ADEIR, including the CEQA-required "no project" alternative and up to two project alternatives that would achieve most of the project objectives

### Task 3.6 Public Review Draft EIR and Notice of Completion

After all comments on the ADEIR have been fully addressed and the City has approved the screen check ADEIR, Rincon will finalize the Public Review Draft EIR for public distribution, including all referenced technical documents, in Microsoft Word and PDF format for uploading to the City's website. The Public Review Draft EIR will be circulated for public comment for a minimum period of 45 days, as required by CEQA. Rincon will also draft the Notice of Completion (NOC) and file the NOC and Draft EIR with the SCH using its electronic filing system.

### **Deliverables**

- Public Review Draft EIR
- Draft and Final NOC and Summary Document for submission to the SCH

### **Assumptions**

- The Public Review Draft EIR will consist of a revised clean version of the screen check ADEIR (see Task 3.5), with minimal additional revisions that can be addressed in a maximum of 20 professional staff hours
- The City will be responsible for required newspaper ads or other public noticing of the document's availability, such as radius mailings or on-site postings
- There are no fees for filing of the NOC with the Los Angeles County Clerk Recorder

## **Task 3.7 Response to Comments**

Upon receipt of public comments on the Public Review Draft EIR, Rincon will prepare and submit draft written Responses to Comments (RTCs) that pertain to environmental issues for the City to review. All comment letters submitted by members of the public, organizations, and agencies to the City during the 45-day public review period for the Public Review Draft EIR will be included in the Final EIR. Individual comments will be identified with a unique identification number. The Responses to Comments document will detail any changes, clarifications, or additions to the Draft EIR that may be necessary in response to the comments received during public review. If any revisions to the information or analysis included in the Draft EIR are necessary based upon the comments received and the associated RTCs, those revisions will be shown in an Errata section, using underline and ~~strikeout~~ formatting to clearly portray all changes that occurred between the Draft and Final iterations of the EIR. The level of effort required to respond to public comments will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period.

### **Deliverables**

- Draft and Final Response to Comments

### **Assumptions**

- The City will forward all public comments to Rincon
- Public comments received on the Draft EIR will be adequately responded to in a maximum of 40 professional staff hours
- The City will provide assistance addressing comments pertaining to technical data provided or developed by the City

## **Task 3.8 Mitigation Monitoring and Reporting Program and Findings/Statement of Overriding Considerations**

### **Task 3.8.1 MMRP**

Rincon will prepare a Mitigation Monitoring and Reporting Program (MMRP) concurrent with the Administrative Final EIR. The MMRP will be provided in a format that complies with City requirements and California Public Resources Code Section 21081.6. The MMRP will take the form of a detailed table, which will compile the mitigation measures developed within the body of the Draft EIR and Final Initial Study, as well as information necessary to monitor compliance with each measure. The MMRP will include identification of persons/agencies responsible for monitoring compliance with each condition, timing when monitoring must occur, frequency of monitoring, and criteria to be used to determine compliance with conditions.



## **Deliverables**

- Draft and Final MMRP

### **Task 3.8.2 Findings/Statement of Overriding Considerations**

Rincon will prepare the CEQA findings for the project. The findings will include information related to whether those significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the EIR. If a significant and unavoidable impact is identified in the EIR, Rincon will prepare the Statement of Overriding Considerations relying on input from City staff regarding the benefits of the project. If alternatives are determined to be infeasible due to financial considerations, or if the Statement of Overriding Considerations relies on specific economic or financial factors, corresponding financial data to support these conclusions will be provided by the City. Rincon will provide an administrative draft of the CEQA findings to the City for review and comment, and then incorporate City comments into a final document.

## **Deliverables**

- Draft and Final Findings/Statement of Overriding Considerations

### **Task 3.9 Final EIR**

Following City approval of the draft RTCs and concurrent with preparation of the MMRP, Rincon will prepare the Final EIR for City review. The Final EIR will consist of the body of the Draft EIR, as revised based on comments received and the City's approved responses to those comments, an additional section including all comment letters in their original form with individual comments bracketed and numbered, the responses to comments, and the MMRP. Following internal review and approval of the Final EIR, Rincon will circulate the approved RTCs to public agencies that commented on the Draft EIR at least 10 days prior to the hearing for certification, pursuant to CEQA Guidelines 15088.b.

## **Deliverables**

- Final EIR

### **Task 4 Additional Support for General Plan Update and Notice of Determination**

Under Task 4, Rincon will prepare a brief memorandum that summarizes the environmental findings for all components of the project to support final adoption by the City. Rincon will also provide supplemental technical information to support to City staff in the preparation of staff reports and draft resolutions that adopts the General Plan Update and BMP. If the project is approved by City Council, Rincon will complete the Notice of Determination (NOD) form for City signature. The NOD will be completed within five days of project approval.

## **Deliverables**

- Draft and Final Memorandum, summarizing the environmental findings

## **Assumptions**

- The City will provide applicable filing fees prior to filing of the NOD with the Los Angeles County Clerk Recorder (filing fees for the NOD are limited \$3,614.25)
- The City will prepare the staff reports and draft resolutions that adopt the General Plan Update and BMP

## **Other Assumptions**

The following includes a list of assumptions that apply to all of the tasks described above:

- The proposed project is subject to CEQA and City regulations only

- Rincon will have safe access and full right of entry to all portions of the project site prior to conducting all field work
- Rincon is not responsible for delays due to weather, safety, restricted access, or other circumstances outside of our control
- One round of City review on each environmental deliverable
- City comments will be provided in a consolidated format
- No deliverables will be provided in an Americans with Disabilities Act accessible format; Rincon can provide an Americans with Disabilities Act compliant version of deliverables for an additional fee to be determined on a time-and-materials basis, if requested
- Draft deliverables will be provided in in electronic format; final deliverables will be provided in both electronic and hard copy formats
- Rincon will file relevant documents with the Los Angeles County Clerk and SCH on behalf of the City
- The City will grant authority to Rincon as an official representative and "Submitter" to the SCH
- The Los Angeles County Clerk Recorder will accept electronic submittals
- The City will be responsible for all additional noticing (e.g., publishing in a local newspaper, property owner mailings, or distributing hard copies to applicable

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



**Standard Fee Schedule for Environmental Sciences and Planning Services**

| Professional, Technical and Support Personnel* | Hourly Rate |
|--|-------------|
| Principal II                                   | \$295       |
| Director II                                    | \$295       |
| Principal I                                    | \$285       |
| Director I                                     | \$285       |
| Senior Supervisor II                           | \$268       |
| Supervisor I                                   | \$250       |
| Senior Professional II                         | \$234       |
| Senior Professional I                          | \$218       |
| Professional IV                                | \$194       |
| Professional III                               | \$180       |
| Professional II                                | \$160       |
| Professional I                                 | \$143       |
| Associate III                                  | \$120       |
| Associate II                                   | \$107       |
| Associate I                                    | \$100       |
| Field Technician                               | \$86        |
| Data Solutions Architect                       | \$180       |
| Senior GIS Specialist                          | \$172       |
| GIS/CADD Specialist II                         | \$153       |
| GIS/CADD Specialist I                          | \$138       |
| Technical Editor                               | \$135       |
| Project Accountant                             | \$115       |
| Billing Specialist                             | \$98        |
| Publishing Specialist                          | \$110       |
| Clerical                                       | \$98        |

\* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$380.

**Reimbursable Expenses**

| Direct Cost                        | Rates  |
|------------------------------------|--|
| Photocopies – Black and White      | \$0.25 (single-sided), \$0.45 (double-sided) |
| Photocopies – Color                | \$1.55 (single-sided), \$3.10 (double-sided) |
| Photocopies – 11 x 17              | \$0.55 (B&W), \$3.40 (color)                 |
| Oversized Maps                     | \$8.50/square foot                           |
| Digital Production                 | \$15/CD, \$20/flash drive                    |
| Light-Duty and Passenger Vehicles* | \$90/day                                     |
| 4WD and Off-road Vehicles*         | \$150/day                                    |

\*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

**Other Direct Costs.** Costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

**Annual Escalation.** Standard rates subject to annual escalation based on CPI (Consumer Price Index) for appropriate geographic area.

**Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.



| Equipment  | Rate          |
|--|---------------|
| <b>Environmental Site Assessment</b>   |               |
| Soil Vapor Extraction Monitoring Equipment   | \$160         |
| Four Gas Monitor   | \$137         |
| Flame Ionization Detector  | \$110         |
| Photo Ionization Detector  | \$82          |
| Hand Auger Sampler   | \$62          |
| Water Level Indicator, DC Purge Pump   | \$46          |
| CAPDash  | \$7,500       |
| <b>Natural Resources Field Equipment</b>   |               |
| UAS Drone  | \$276         |
| Spotting or Fiberoptic Scope   | \$170         |
| Pettersson Bat Ultrasound Detector/Recording Equipment   | \$170         |
| Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)   | \$113         |
| GPS (Sub-meter Accuracy)   | \$67          |
| Infrared Sensor Digital Camera or Computer Field Equipment   | \$57          |
| Scent Station  | \$23          |
| Laser Rangefinder/Altitude   | \$11          |
| Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar   | \$9           |
| Mammal Trap, Large/Small   | \$1.55/\$0.55 |
| <b>Water and Marine Resources Equipment</b>  |               |
| Boat (26 ft. Radon or Similar)   | \$621         |
| Boat (20 ft. Boston Whaler or Similar)   | \$345         |
| Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS   | \$170         |
| Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)  | \$62          |
| Refractometer (Salinity) or Turbidity Meter  | \$38          |
| Large Block Nets   | \$114         |
| Minnow Trap  | \$98          |
| Net, Hand/Large Seine  | \$57          |
| <b>Field Equipment Packages</b>  |               |
| Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)  | \$114         |
| Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)   | \$144         |
| Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)   | \$170         |
| Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)  | \$57          |
| Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)  | \$57/diver    |
| Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides) | \$57          |
| <b>Insurance, Hazard and Fees</b>  |               |
| Historic Research Fees   | \$55          |
| L&H Dive Insurance   | \$57/diver    |
| Level C Health and Safety  | \$70/person   |