

REPORT TO CITY COUNCIL

DATE: OCTOBER 11, 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 AGREEMENT FOR CONSULTANT SERVICES WITH BERG & ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE LADYFACE GREENWAY PROJECT

This report seeks City Council approval of a contract with Berg & Associates, Inc. (Berg) for construction management services related to construction of the Ladyface Greenway Project. The Ladyface Greenway Project (Project) consists of constructing a new greenway over an existing rectangular concrete-lined runoff channel that is owned and maintained by the Los Angeles County Flood Control District (LACFCD).

On August 17, 2023, staff advertised a Request for Qualifications & Proposals (RFQ/RFP) on the City's PlanetBids account. The cost proposals were required to be submitted separately from the technical proposals, which were reviewed and ranked independently. On September 18, 2023, the City received proposals from six (6) prospective firms: Berg, Bureau Veritas North America, FCG Consultants, Inc. (FCG), Ladayu Consulting Group, Murow Development Consultants, and Willdan Engineering (Willdan).

A selection committee was formed, comprising City staff and the project design firm. After the committee reviewed, evaluated and discussed the technical proposals, City staff determined that three (3) firms would be invited to the oral interview process. The three (3) firms invited to the interview process were Berg, FCG, and Willdan.

Interviews were conducted by the selection committee on September 22, 2023, with all three firms. Based upon the technical proposals, interviews and references, it was conclusively decided that Berg was the most experienced and qualified construction management firm for the Project, with an additional benefit of a turn-key, in-house public outreach team. Staff contacted several references with completed projects most similar in depth and complexity to the Ladyface Greenway Project, and who worked specifically with the proposed team of project manager/resident engineer and public outreach manager. Berg's team, specifically the resident engineer and public outreach manager, received exceptional recommendations. One of these recommendations is from an agency whose project was funded by Measure M and located in a high-profile commercial district. Berg's resident engineer has over 40 years of construction management and

resident engineering experience. Berg's technical expertise, quality of staff, approach to communicating with the public, and project approach will best fit this community.

Staff has reviewed the cost proposal from Berg and has negotiated a price of \$1,499,890. The negotiated fee is within the City's project budget and within the range expected for a construction project of this scope, size, and anticipated duration. Cost proposals were opened after interviews were concluded and only factored as one of multiple criteria used for final decision on the selected Construction Management firm.

The scope of work for the project includes:

- Constructability review of plans and specifications (Pre-Construction)
- Bid Assistance and Management
- Provide contract administration
- Public Outreach Program, including close coordination with the Whizin Market Square
- Ensure permit compliance (LACFCD, Oak Tree Permit)
- Management of Right-of-Entry Agreement
- Coordination with utility companies, including SCE for undergrounding electrical lines and LVMWD for aesthetic improvements on Pump Station property
- Coordinate execution of contract and provide schedule monitoring
- Ensure proper progress payments by contractor
- Provide change order management
- Provide construction observation, inspection, and material/soil testing
- Review contractor traffic plans and handling
- Conduct weekly progress meetings
- Provide final punch list, as-built drawings, and ensure project closeout
- Provide claims assistance, if necessary.

Berg has demonstrated that they have significant experience with similar projects and have well qualified staff to perform the construction management services to the City's expectations.

Following the approval and execution of this agreement, Berg will start the pre-construction phase of the agreement, starting with the constructability review of the plans, specifications, estimates (PS&E) for the Project, and development of a public outreach plan. During the pre-construction phase, staff expects to present final aesthetic elements and plans to the City Council at the October 25th Regular Meeting for feedback, as the final construction documents are prepared to bid.

The Project is fully funded through a combination of State earmark dollars awarded by former Assemblymember Bloom and the Los Angeles County Metropolitan Transit Authority (Measure R and M Funds) approved by the Las Virgenes-Malibu Council of Governments. The contract amount being requested is \$1,499,890 with a 10% allowable contingency of \$149,989. The City Bi-Annual Budget accounts for the expenditure of these funds across FY 2023-24 and FY 2024-25.

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 Agreement for Consultant Services with Berg & Associates, Inc. for construction management services for the Ladyface Greenway Project; and
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Agreement for Consultant Services

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Berg & Associates, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Deborah Berg, MPA
CONSULTANT'S ADDRESS: 302 West 5th Street, Suite 210
San Pedro, CA 90731
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Charmaine Yambao
COMMENCEMENT DATE: October 11, 2023
TERMINATION DATE: June 30, 2026
CONSIDERATION: Contract Price
Not to Exceed: \$1,499,890.00/yr

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

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND BERG &
ASSOCIATES, INC.**

THIS AGREEMENT is made and effective as of October 11, 2023, between the City of Agoura Hills, a municipal corporation ("City") and Berg & Associates, 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 October 11, 2023, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement

The City may, at its option, extend this Agreement for one additional term of one year upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

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. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Consultant from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-consultant hired, and

shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any sub-consultant under him, in violation of the provisions of the Agreement..

5. 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 One Million Four Hundred Ninety-Nine Thousand Eight Hundred Ninety Dollars and Zero Cents (\$1,499,890.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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.

B. 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.

C. 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.

6. 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.

7. 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."

8. 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.

9. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent Consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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: Berg & Associates, Inc
302 West 5th Street, Suite 210
San Pedro, CA 90731
Attention: Deborah Berg, MPA

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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

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

Berg & Associates, Inc.
302 West 5th Street, Suite 210
San Pedro, CA 90731
Attn: Deborah Berg, MPA
Office: 310-548-9292
Fax: 310-548-9195

By: _____ 
Name: _____

Title: _____

By: _____ 
Name: _____

Title: _____

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

Task A.1: Pre-Construction Phase Services

Task A.1.1 Kick-off Meeting - Consultant shall arrange and participate in a kick-off meeting to establish a Project Management Team consisting of involved Consultant staff, City staff, Design Consultant, LVMWD representative, and Utility representatives. The purpose of this meeting is to review the construction contract documents, clarify issues, establish working relationships, and review and verify mutual understanding of contract administration issues.

Task A.1.2 Constructability Review – At the time of execution of the professional services agreement (Agreement) for this RFP, it is expected that 100% plans will be available for review. The review shall consist of the following:

- a. A completeness and accuracy check to discover possible conflicts, discrepancies, and errors or omissions in the plans and specifications.
- b. A review to validate the reasonableness of the specified schedule, that the contract documents are coherent and effective, and that site conditions, work areas, permit and utility requirements, and other contractor constraints are clearly addressed.
- c. Identification of areas where time and cost can be minimized.
- d. A check to determine that no extraneous requirements are included.
- e. Verification that the contract documents contain sufficient provisions to effectively manage the contract

The consultant shall provide constructability review in format to the City and Design team that clearly tracks all constructability review comments and responses with design actions required. This task must be completed within three (3) weeks of award of contract.

Task A.1.3 Review and Prepare Contract Documents for Invite for Bids – Consultant shall review the construction contract documents to verify that obligations placed upon the contractor are consistent with the needs and expectations of City and that these obligations are sufficient to allow Consultant to work effectively with the contractor in the best interest of City.

Task A.1.4 Contract Administration – Consultant shall establish record keeping, documentation, and contract administration systems which satisfy Metro Measure R/M and State Specified Grant procedures. Upon approval by City, the systems will be implemented on the Project. The procedures will reference the applicable sections of the Project Special Provisions (SP); the Standard Specifications for Public Works Construction (SSPWC), Latest Edition; the Standard Specification (SSS) issued by the State of California Department of Transportation, Latest Edition, as indicated in the contract documents; Construction Records and Procedures; Survey Manuals; and other City, County, and Caltrans manuals as they may apply.

Consultant shall provide regular reports as required by Metro and State funding agreements.

Task A.1.5 Submittal Processing – Consultant shall establish, with the assistance of the Design Engineer, a list of the submittals that will be required of the contractor with due dates to support expected schedule activities. The list shall further identify submittals requiring physical samples and/or mock-ups to allow additional submittal review time for the aesthetic elements.

Task A.1.6 Regulatory Permits – Consultant shall review and prepare for administration/management of all permits issued for this Project, in particular the LACFCD's construction permit (FCDP2022000285), which includes a Use Agreement of the property.

Task A.1.6.a Consultant shall assist in process of the final Oak Tree Permit for the Project. Consultant shall review that permit requirements are included as part of the Contract Documents.

Task A.1.6.a Consultant shall assist in process of required City building permits for the Project (retaining walls, electrical for lighting, etc.).

Task A.1.7 Bid Management – Consultant shall assist City in preparing for the conducting of pre-bid meetings in order to attract a broad array of bidders and assist those bidders in understanding the scope of work, bid submittal conditions and dates, contract terms, and Project schedules. Consultant will monitor bidder questions and review all addenda that are issued. Consultant will assist City in receiving and evaluating submitted bids. Consultant assigned Resident Engineer (RE) will assist with the determination of the apparent low bidder for the bid package.

Task A.1.8 Pre-Construction Conference – Consultant shall conduct a pre-construction conference with all involved agencies, utilities, and the contractor as they prepare to mobilize for the Project. The RE will review with the contractor, on an overall basis, the plans and specifications for the contractor's work, and its interrelationship with other work that will take place in the construction vicinity, in an effort to gain the contractor's full understanding of the Project. The RE will review the contractor's plan and schedule for construction of the Project,

including equipment, labor, and supervision planning. The RE will determine that the contractor has a clear understanding of its responsibility for general condition items, labor compliance, material staging, parking, access to the site, location of contractor's field office, and housekeeping responsibilities, including specific responsibilities for removal of debris and trash. The RE will apprise the contractor of any contract requirements regarding security matters such as fences, lighting, guard services, and posting of signs.

Task A.1.9 Public Outreach – Consultant shall provide public relations/outreach (PR) services on the Project. Prior to construction, public outreach to the community, particularly with Whizen Market Square, will be needed to help those affected prepare for construction and the anticipated activities associated with construction of the Project. Key public outreach deliverables should include: community meetings/workshops, press releases, flyers, newsletters (both paper and electronic), and webpage.

Task A.1.9.a Groundbreaking Ceremony – The Consultant shall also help coordinate, prepare and set-up groundbreaking ceremony with the City.

Task A.1.9.b Project Webpage – Consultant shall develop and coordinate a Project webpage for the City's website to update the public on the Project's progress. Webpage shall be maintained frequently to provide up-to-date information on any public/private impacts (dust, noise, electrical outages, etc.) and construction milestones. Webpage shall be live no later than the date of the award of construction contract.

Task A.1.9.c Whizin Market Square – Consultant shall coordinate directly with Whizin Market Square representative. A calendar of events and holidays shall be developed for coordination of non-working days to be included as part of Contract Documents. Consultant shall coordinate Public workshops/meetings with the Whizin Market Square community in preparation for project construction. Consultant shall at a minimum meet monthly with affected business owners to review construction impacts and future/seasonal events scheduled.

Task A.1.10 Pre-Construction Site Documentation – Consultant shall conduct and retain video and photographs of the Project site condition prior to construction. Photographs shall be filed and clearly labeled for quick reference. Consultant shall take care to locate photos such that before and after images align.

Vehicles, Communications – Consultant will provide vehicles and communication devices required for its personnel.

Task A.2: Construction Phase Services

Task A.2.1 Coordination of Contract Execution – Consultant shall mobilize the RE to the Project site as soon as the Agreement is approved and shall mobilize the field staff to the Project site as soon as construction is ready to begin. The RE and the field staff will be housed in the field office provided by the contractor and located near the Project site. City will provide temporary facilities for the RE until the field office is ready for use. The RE will implement the record keeping documentation and contract administration systems developed during the pre-construction phase.

Task A.2.2 Communication – Consultant shall be City's focal point for correspondence related to the design and construction of the Project. Consultant shall provide continued public outreach to the community as the Project progresses and as needed. Consultant will provide information as requested by City for the local community and other agencies, as directed by City.

Task A.2.2.a Public Outreach Program – Consultant shall represent the City and be the focal point for public outreach, public information, and coordination with City staff, utility companies, media, businesses and property owners regarding progress of the work and schedules, lane and road closures, change in traffic handling stages, detours, noise and other associated matters. Consultant shall develop a proposed Public Outreach Program that will detail how the team will coordinate the Project progress and public impact, including update of Project webpage.

Task A.2.2.b Whizin Market Square – Consultant shall coordinate construction activities as agreed upon between the City and private property owner, as approved under acquired easements and rights-of-entry agreements for the Project.

Task A.2.2.b Utility Shutdowns – Consultant shall coordinate and communicate any utility shutdowns to the satisfaction of the Project Manager.

Task A.2.3 Scheduling – Consultant shall monitor the contractor's compliance with the agreed upon scheduling requirements. Consultant's major task associated with the overall scheduling requirements will be to:

- a. Review the contractor's schedule to determine that it is properly prepared, that the milestone dates meet the overall schedule, and that no major conflicts exist.
- b. Coordinate scheduling of undergrounding utilities, including utility shut downs for connections, construction work on LVMWD property, and Whizin Market Square property.

- c. Review progress attained against the approved schedule to adequately record work-in-place, detect any potential delays, and review the contractor's plan for implementation of remedial measures, when appropriate, to recover or maintain progress.
- d. In conjunction with City, negotiate schedule adjustments with the contractor that may be required due to weather, change orders, or other impacts requiring schedule adjustments.

Task A.2.4 Progress Pay Estimate – Consultant shall review the contractor's progress pay estimates in accordance with the contractor's contract. Payments on progress estimates will be supported by source documents that represent measured quantities. A complete and accurate pay estimate will be forwarded to City for payment. Consultant will maintain a current estimate of overall construction costs. Consultant shall ensure pay requests are made monthly and on time.

Task A.2.5 Submittal Management – Consultant shall maintain a log of, and manage, the shop drawings and sample/submittal process to determine that:

- a. All short-term look ahead schedules contain critical submittal dates, and the logs reflect the same.
- b. Long lead items are identified early in the project and no delay of work will be approved for known long lead items.
- c. Submittals from the contractor are received, logged, and processed timely.
- d. Submittals are reviewed in a timely fashion by the Design Consultant and returned to the contractor to minimize lost production time.
- e. Logs are updated on a regular basis.
- f. Shop drawings have been approved and returned before associated work has begun.
- g. Copies of all submittals are maintained in the file.

Task A.2.6 Change Order Management – Consultant shall investigate all proposed change orders submitted by the contractor. Change order submittals will include supporting records. Consultant's investigation will include the impacts on the Project schedule and budget and will include a recommendation for approval or disapproval.

Consultant shall review necessary and desirable changes to the Project, advise City of change order impacts, and, when required, make recommendations regarding the resulting change order costs.

Consultant shall:

- a. Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- b. Prepare change order estimates, consisting of a detailed cost estimate conforming to City and Caltrans procedures and forms; assess the impacts of the proposed change on the contractor's schedule and operations; and prepare a written report summarizing the impact of the proposed change in terms of extra costs, cost savings, schedule, and effect on contractor's obligations.
- c. Evaluate the contractor's price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
- d. Maintain a change order log as a means to tracking change order proposals through the review and approval process. Consultant will establish files for potential change orders or claims such as to accumulate documentation should the issues result in a change order or claim. Change order logs shall be provided to the Project Manager with each progress payment requests, and/or more frequently, upon request.

Task A.2.7 Construction Observation/Inspection – Consultant shall implement inspection guidelines for monitoring the quality of the contractor's work. Each member of the Consultant's construction management staff will be familiar with the construction drawings and specifications, as well as the industry and LA County codes, City requirements, and standards and specifications that are incorporated into the design by reference. Consultant will be familiar with a variety of other information, including permit and license terms and conditions, any applicable provisions of environmental protection plans and procedures, and the Project schedule.

Consultant shall be responsible for inspection and documentation of all structural piles, concrete deck, bridge and roadway construction tasks, including, but not limited to: detours, construction staging, utility coordination, traffic access, pedestrian access, drainage, embankment construction, clearing and grubbing, lead handling, NPDES requirements, freeway closures, lane closures, base and surfacing, pavement delineation, signing, traffic signals, lighting, landscaping and erosion control.

Consultant shall also provide retaining wall construction inspections, keeping separate inspection reports. For Building and Safety permits, the consultant shall coordinate inspection for those elements with the City's Building Official a minimum of 3 business days prior.

Consultant shall, upon witnessing any materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, issue a Non-Conformance Report notifying the contractor of such deviation and inquire about the contractor's proposed corrective action. Copies will be forwarded to City.

Task A.2.7.a Permits/Easements – Consultant shall coordinate with permitting agencies, City, Los Angeles County, law enforcement, first responders and property owners. Should any field changes affect a permit, the Construction Manager shall coordinate the permit modification/update.

Task A.2.7.b Utilities – Consultant shall coordinate undergrounding utility work with various utility companies, and minimize disruption of services and minimize impact of trenching in private properties.

Task A.2.7.c Environmental Commitments – Consultant shall verify that the Environmental Commitments for the Project are implemented during construction, which includes coordination with City Staff and/or City's environmental consultants or tribal consultants when required for inspection and/or services. The Project has an adopted MMRP and shall be issued an Oak Tree Permit.

Task A.2.7.d LVMWD Pump Station and Whizin Market Square – Consultant shall coordinate the construction of improvements with private property owners.

Task A.2.7.e Landscape and Hardscape Coordination and Inspection
- The Consultant shall provide careful inspection of these elements per the project plans, with close coordination with the City Project Manager, City landscape architect, and project design consultant, during construction and the 90-day plant establishment period

Task A.2.8 QA/Materials Testing – Consultant shall provide materials sampling and testing which will include all testing normally required by City and Los Angeles County. These tests will be conducted in accordance with City and Los Angeles County minimal frequencies and approved procedures in accordance with the construction contract plans and specifications. Testing will be performed in accordance with the applicable materials testing manuals. Consultant will review the results of all testing materials quality inspections and will then make recommendations to City regarding the remedial actions required to correct unacceptable portions of the contractor's work.

Task A.2.9 Traffic and Signal – Consultant shall review contractor's traffic control, stage construction, and detour plans for capacity and traffic safety. Traffic control shall conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD), State Standard Specifications (SSS) and State Standard Plans (SSP). Traffic Control shall be reviewed/approved by the City Traffic Engineer, when determined to be

necessary by the Project Manager. Lighting will be coordinated with City and SCE for approval.

Task A.2.10 Reporting and Record Keeping – Consultant shall provide reports and keep records in accordance with City requirements, County standards, State Specified Grant Requirements, and Metro Measure R/M Funding Requirements. Additionally, the Consultant shall provide photos (and videos) of construction daily/weekly activities and project progress. Photographs (and videos) shall be filed and clearly labeled for quick reference

Task A.2.10.a City Weekly Construction Reports – Consultant shall provide weekly construction reports to the City, which may be used to update City Manager, City Council and/or public. Weekly reports shall include photos of work accomplished.

Task A.2.10.b Schedule Monitoring and Coordination of Critical Path Logs – Consultant shall provide bi-weekly schedule monitoring reports, including development of catch-up schedules, if determined as necessary.

Task A.2.10.c LA County Flood Control District Permit – Consultant shall provide all reports and records required by permit.

Task A.2.10.d Metro Measure R and M Funding Agreements – Consultant shall provide all monthly and quarterly reports as required by Metro Funding Agreements for the Project.

Task A.2.10.e State Specified Grant Funding Agreement – Consultant shall provide all monthly and other records required by the State Specified Grant funding requirements.

Task A.2.10.f LVMWD Pump Station Improvements – All associated costs with the landscaping/hardscape improvements at the LVMWD Pump Station property shall be tracked independently and separately.

Task A.2.11 Safety – The contractor has sole responsibility for compliance with safety requirements on the construction contract. Consultant's staff will monitor the contractor's compliance with its safety program and advise City of observed deficiencies. The Construction Safety Orders and the contractor's safety plan will guide Consultant's field safety monitoring program.

Task A.2.12 Jobsite Progress Meetings – Consultant shall determine an appropriate schedule for conducting Project progress meetings. This schedule will be influenced by the level of Project activities and direction received from City. The principal purpose of the Project progress meetings will be to review progress and quality, notify the attendees of any contractor deficiencies, determine availability of labor, material, and equipment for upcoming work, coordinate utility outages and site disruptions, and address coordination matters.

Additional special meetings may be required to address special issues and conditions and to address special coordination conditions.

The RE will chair these meetings, conduct each meeting according to a published agenda, and have Minutes prepared and promptly distributed. Minutes will detail action items and pertinent discussions, and announce the time and date of the next meeting.

Task A.2.13 Survey – Contractor will perform all construction surveys for the Project. Contractor will coordinate with Consultant during the performance of survey activities as it relates to maintenance of traffic.

Task A.2.14 Additional Meetings – Consultant shall attend various meetings as described and assumed below. Preparation of meeting agendas and minutes shall be prepared, as applicable and distributed to the applicable staff and team.

- City Council Meeting: Assumption of 2 meetings
- PWSC Meeting: Assumption of 3 meetings
- Internal Project Manager and RE weekly Meeting

Task A.3 Post-Construction Phase Services

Task A.3.1 Final Inspection and Punchlist – Consultant shall, in conjunction with City, inspect the near-completed facilities to identify discrepancies and deficiencies in the work performed by the contractor, and will subsequently prepare the necessary punchlist to identify such items. Upon correction and re-inspection of omissions and deficiencies, the RE will report to City on the completion of the Project, recommend acceptance and approval of final payment to the contractor. If, before the final completion of the work, it is necessary for City (or a utility user) to take over, use, occupy, or operate any part of the completed or partly completed work, the RE will inspect that part of the work and complete punchlists detailing omissions and deficiencies.

Task A.3.2 As-Built Drawings – Consultant shall regularly review the Project as-built drawings produced by the contractor and require that the as-built drawings reflect the current Project conditions. Consultant will provide City and the Design Engineer with a copy of the contractor's as-built drawings and sufficient additional information to prepare certified final record as-built drawings. Consultant shall review final As-Builts for completion prior to submittal to City and Design Engineer.

Task A.3.3 Operation and Maintenance Manuals and Schedule – Consultant shall review O&M manuals for completion prior to submittal to the City.

Task A.3.4 Project Closeout – Consultant shall prepare and submit, in accordance with the direction of City, the final payment package to the contractor. Consultant will also submit all final Project records and reports (including laboratory and plant testing reports), manufacturer’s certificates and videos of various phases of construction. Consultant will collect the release of any liens and forward them to City. Consultant will prepare and provide all standard reports required by Metro and State, including, but not limited to, material certification letters. Consultant shall prepare the Notice of Completion as part of Project closeout. Consultant shall coordinate with County and City for acceptance of improvements.

Task A.3.5 Claims Assistance (if required) – If Project-related disputes cannot be resolved in a manner acceptable to both contractor and City, Consultant will assist City with a three-phase approach to claims resolution.

- a. Information Gathering, “Finding of Facts” – Consultant will examine pertinent documentation, field conditions, and other related details necessary to determine the facts of the dispute. Consultant will provide City with a written status report that analyzes the facts of the dispute and make recommendations as to the contractor’s claim.
- b. Analysis, Strategy Formulation – If “Findings of Facts” does not result in a resolution of the matter, Consultant will perform a technical analysis of the “Findings of Facts” documents and recommend a strategy for resolving the situation.
- c. Negotiation, Resolution, Arbitration or Litigation – Consultant to provide City with support to the extent requested by City.

Task A.3.6 Public Outreach – Consultant shall provide final project updates to the community. Consultant shall also coordinate with the City a “Ribbon Cutting” ceremony to open up the finished Project to the Public. Consultant shall prepare materials to share with attendees, and provide video services to record the event.

EXHIBIT B
PAYMENT RATES AND SCHEDULE

City of Agoura Hills
Construction Management Services
Ladyface Greenway Project



Exhibit B: Rate Schedule - September 25, 2023

Position	Rate
Project Manager/Resident Engineer	\$ 216.71
Public Outreach Manager	\$ 142.23
Civil Inspector	\$ 153.07
Civil Inspector OT	\$ 183.32
Scheduler	\$ 185.00
DCC/Public Outreach Assistant	\$ 93.99

Other Direct Costs	Rate
Office Supplies	at cost
Helpline Phone	at cost

Notes:
 Field office space and office supplies, exclusive of computer equipment and software, to be provided by others.
 All rates are in compliance with DIR prevailing wage rates. BergCM will absorb the increase in DIR rate effective July 1, 2024. Rate subject to change July 1, 2025.



Geotechnical & Environmental Sciences Consultants



September 15, 2023
Proposal No. 04-04217

Deborah Berg
Berg & Associates
302 W 5th Street Suite 210
San Pedro, CA 90731

Subject: Proposal for Geotechnical and Materials Testing Services
Agoura Hills Ladyface Greenway Project
Agoura Hills, California
Project NIB No. 23

Dear Ms. Berg:

Ninyo & Moore is pleased to submit this proposal for geotechnical and materials testing services during construction of the Agoura Hills Ladyface Greenway Project located in Agoura Hills, California. Based on our review of the project plans and RFP, we understand that the project will generally consist of constructing a new greenway over the existing Chesebro Canyon Channel. The construction will include a continuous self-supporting structure cover to bridge the existing channel. Structurally, the cover will consist of CIDH piles, pile cap and precast concrete deck. The site improvements will also include new bioswales, pedestrian bridge, retaining walls, seat walls, concrete curb & gutter, curb ramps, sidewalks, asphalt concrete driveway, equestrian & pedestrian pathways, landscaping and new underground utilities. We understand that the construction is anticipated to start in early 2024.

SCOPE OF SERVICES

Based on our conversations with you, our understanding of the proposed construction, and our experience with similar projects, we propose to provide the following scope of services:

- Project coordination, management and technical support including review of the project plans and specifications, work scheduling and distribution of test data.
- Attendance at pre-construction meetings and as-requested field meetings.
- Field Project Engineer/Geologist services to observe remedial excavation bottoms and foundation excavations. Supplemental written recommendations will be provided, if needed.
- Field Technician services for observation, sampling and testing during site earthwork, backfill placement, subgrade preparation and during asphalt concrete pavement operations. Field density tests will be performed to evaluate the Contractor's compaction efforts.

- Field ACI Concrete Technician services to provide observation, sampling and testing during structural concrete placement including checking mix design, elapsed time, temperature, slump and casting a set of cylinders for each batch.
- Laboratory testing including proctor density of soil, sieve analysis, sand equivalent, Hveem stability & unit weight, percent asphalt, and compressive strength testing of concrete samples obtained in the field.
- Preparation of daily reports and test data sheets to document the items inspected.
- Preparation of a Final Compaction Report and Final Inspection Report for proper close-out with the Building Department.

ASSUMPTIONS

Based on our project understanding, the following assumptions have been made in the preparation of our scope of services:

- Our services will be coordinated and scheduled on an as-needed basis, as requested by our client's authorized field representative.
- Our services are subject to prevailing wage requirements.
- The materials testing for the precast concrete deck will be covered by others.

ESTIMATED FEES

We propose to provide our services on a time-and-materials basis in accordance with the attached Schedule of Fees. Our estimated fee for the scope described herein is presented in the attached Table 1.

Ninyo & Moore appreciates the opportunity to provide this proposal and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Alfredo "Tino" Rodriguez
Principal, Construction Services

AER/rad

Attachments: Table 1 – Breakdown of Estimated Fee
Schedule of Fees

Table 1 – Breakdown of Estimated Fee**Field Services**

Project Engineer/Geologist	20 hours @ \$ 185.00 /hour	\$ 3,700.00
Field Soils Technician	120 hours @ \$ 110.00 /hour	\$ 13,200.00
ACI Field Technician - Sampling Concrete	280 hours @ \$ 110.00 /hour	\$ 30,800.00
Field Vehicle and Equipment Usage	420 hours @ \$ 15.00 /hour	\$ 6,300.00
	Subtotal	\$ 54,000.00

Laboratory Testing

Concrete Compressive Strength	240 tests @ \$ 35.00 /test	\$ 8,400.00
Sieve Analysis	4 tests @ \$ 145.00 /test	\$ 580.00
Sand Equivalent	4 tests @ \$ 125.00 /test	\$ 500.00
Proctor Density	4 tests @ \$ 220.00 /test	\$ 880.00
AC Maximum Density Hveem	2 tests @ \$ 225.00 /test	\$ 450.00
AC Extraction and Gradation	2 tests @ \$ 250.00 /test	\$ 500.00
	Subtotal	\$ 11,310.00

Project Coordination, Management and Technical Support

Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 210.00 /hour	\$ 420.00
Senior Project Engineer/Geologist/Environmental Scientist	32 hours @ \$ 195.00 /hour	\$ 6,240.00
	Subtotal	\$ 6,660.00

Report Preparation

Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 210.00 /hour	\$ 420.00
Senior Project Engineer/Geologist/Environmental Scientist	8 hours @ \$ 195.00 /hour	\$ 1,560.00
CAD Operator/Technical Illustrator	6 hours @ \$ 110.00 /hour	\$ 660.00
Data Processor	4 hours @ \$ 75.00 /hour	\$ 300.00
	Subtotal	\$ 2,940.00

TOTAL ESTIMATED FEE**\$ 74,910.00**

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 210
Senior Engineer/Geologist/Environmental Scientist	\$ 200
Senior Project Engineer/Geologist/Environmental Scientist	\$ 195
Project Engineer/Geologist/Environmental Scientist	\$ 185
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 170
Staff Engineer/Geologist/Environmental Scientist	\$ 155
GIS Analyst	\$ 130
Technical Illustrator/CAD Operator	\$ 110

Field Staff

Certified Asbestos/Lead Technician	\$ 195
Field Operations Manager	\$ 130
Nondestructive Examination Technician (UT, MT, LP)	\$ 125
Supervisory Technician	\$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 115
Senior Technician	\$ 110
Technician	\$ 110

Administrative Staff

Information Specialist	\$ 90
Geotechnical/Environmental/Laboratory Assistant	\$ 95
Data Processor	\$ 75

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D, D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyrotory Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

ZT Consulting - Cost Estimate & Rates

Fabrication/QA Inspection

	Position	Rate (/hr)	Position	Rate (/hr)
	Engineer	\$191.36	Source Inspector	\$123.82
Submittal Review (Shop Drawing, PCQCP, Mix Design)	Hrs	Cost	Hrs	Cost
Engineering	40	\$ 7,654.40	0	\$ -
Source Inspection				
Inspection Hours	0	\$ -	100	\$ 12,382.00
Labor Subtotal by Personnel	40	\$ 7,654.40	100	\$ 12,382.00
	Labor Subtotal			\$ 20,036.40
Travel				
Approx Travel (assume ConFab Shafter, CA)			0	\$ 13,000.00
Testing				
PT Standards and Concrete		\$ -		\$ 2,500.00
	Testing and Travel			\$ 15,500.00
	Total Cost Estimate Proposal			\$ 35,536.40