

REPORT TO CITY COUNCIL

DATE: MARCH 27, 2024

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 AWARD OF A DESIGN PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH RICK ENGINEERING COMPANY FOR THE CITYWIDE CREEK NATURALIZATION STUDY

The City Council included a citywide creek naturalization study as part of their goals for Fiscal Year 2023-24. The purpose of the study is to evaluate approximately 2.2 miles of existing concrete flood channels to determine which channels (or portions thereof) could be potentially naturalized.

Once the feasible channel sites have been identified, a channel ranking will be developed taking into account the following criteria:

- Environmental benefits include reconnecting wildlife migration corridors
- Water quality benefits
- Community benefits and public safety enhancements
- Flood protection
- Cost implications of naturalization efforts

Staff contacted multiple engineering firms that have previously worked with the City, but none of them had the expertise to complete this study. After searching for other viable consulting firm, one of the City's current consultants recommended Rick Engineering Company (Rick Engineering) who they had worked with on a previous project with positive results.

Rick Engineering is based out of San Diego, with multiple offices throughout California, Arizona, Colorado, and Nevada. Staff conducted two interviews with their representatives and determined they were highly experienced and qualified to complete this study. In addition, staff contacted references which were all excellent regarding the consultant's performance.

It should be noted the City's Municipal Code, Chapter 7, Section 2707, states "Contracts for professional services in an amount in excess of twenty-five thousand dollars (\$25,000) shall be subject to prior approval of the City Council, but may be entered into without solicitation of formal or informal bids." The proposed agreement has a total not-to-exceed amount of \$63,500, would commence on April 1, 2024, and would terminate

on December 31, 2024. A detailed list of the services required of this agreement can be found as Exhibit "A" on the attached agreement.

The Public Works Subcommittee, consisting of Mayor Buckley Weber and Councilmember Wolf, were supportive of bringing the proposed agreement to the City Council for consideration.

FISCAL IMPACT

There is no additional fiscal impact to the City Council 2023-24 adopted Budget as \$50,000 was appropriated in the Public Works Department's Contract Services Account, 010-4525-5520.00. Staff proposes adding an additional \$20,000 (which includes a \$6,500 contingency) to the proposed Fiscal Year 2024-25 Budget to fund these efforts.

RECOMMENDATION

Staff respectfully recommends the City Council approve the Design Professional Consultant Services Agreement with Rick Engineering for the Citywide Creek Naturalization Study.

Attachment: Design Professional Consultant Services Agreement

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

NAME OF CONSULTANT: Rick Engineering

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Brendan Hastie, P.E.

CONSULTANT'S ADDRESS: 24501 Town Center Dr. Ste 103
Valencia, CA 91355

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

PREPARED BY: Kelly Fisher

COMMENCEMENT DATE: April 1, 2024

TERMINATION DATE: December 31, 2024

CONSIDERATION: Contract Price
Not to Exceed: \$63,500

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

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 RICK ENGINEERING COMPANY**

THIS AGREEMENT is made and effective as of April 1, 2024, between the City of Agoura Hills, a municipal corporation ("City") and Rick Engineering Company ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on April 1, 2024, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2024, 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 Sixty Three Thousand Five Hundred Dollars and Zero Cents (\$63,500.00) ("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 compensating Consultant for any work performed after the date of default and can this

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 No

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: Rick Engineering Company
24501 Town Center Dr., Ste 103
Valencia, CA 91355
Attention: Brendan Hastie, P.E.

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 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

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council _____


APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Rick Engineering Company
24501 Town Center Drive, Ste 103
Valencia, CA 91355
Brendan Hastie, P.E.
619-291-0707

By: 
Name: Brendan Hastie
Title: Principal

By: 
Name: Don Druse
Title: Principal

[Signatures of Two Corporate Officers Required]

EXHIBIT A
TASKS TO BE PERFORMED



January 3, 2024

Mr. Kelly Fisher
Public Works Project Manager
City of Agoura Hills | Public Works/Engineering
30001 Ladyface Court
Agoura Hills, California 91310

SUBJECT: PROPOSAL FOR CITYWIDE WATERWAY NATURALIZATION
FEASIBILITY SCREENING STUDY, AGOURA HILLS, CALIFORNIA

Dear Mr. Fisher:

Pursuant to your email on December 7th, 2023, and our subsequent meeting on December 8th, 2023, the following is a proposal to provide engineering services for the preparation of a Citywide Waterway Naturalization Feasibility Scan for the City of Agoura Hills (City). In response to your stated objectives, RICK has developed the following scope of work to align with the City's vision. This initial phase aims to conduct a preliminary assessment of approximately 2.2 miles of hardened channels within the City. Utilizing a combination of GIS tools, H&H modeling, and focused engineering analysis, the study aims to identify channels that might accommodate widening while maintaining or enhancing their hydraulic capacities.

SCOPE OF WORK

The objective of this project is to evaluate approximately 2.2 miles of existing hardened City channels, using GIS scanning and preliminary engineering analysis, to identify which channels (or portions thereof) could be transformed into naturalized features without compromising existing infrastructure. By enhancing existing data and conducting thorough assessments, this project aims to determine the potential for the naturalization (and associated widening) of these channels while maintaining or improving their functionality.

Task 1: Project Management, Meetings, and Coordination

This task includes general meetings and coordination with the City (on an as-needed basis). This assumes each meeting will include 2 hours for preparation and meeting time for two RICK staff, and 2 hours for preparing and finalizing meeting minutes for the project PM. RICK staff will attend up to five meetings as follows:

- Kick-off meeting
- Team meetings (up to 2 meetings)
- Meeting with Public Works Subcommittee (includes 4 hours of additional preparation)
- Meeting with City Council (includes 4 hours of additional preparation)

This task assumes that monthly project tracking and coordination will be required for the duration of the project at approximately 2 hours per month on average.

Deliverables:

- Meeting Agendas
- Meeting Minutes
- Monthly Invoices

Task 2: Data Collection and Compilation

This task includes the collection of essential data required for evaluating the feasibility of naturalizing the hardened channels throughout the city. The data collection and review process will provide foundational information crucial to assessing flood risk, hydraulic characteristics, and potential constraints related to naturalization efforts. This task includes collecting any GIS data, topographic information, property ownership information, and any other available facility information the City has readily available along with the following efforts:

FEMA Research

- Gather readily available FEMA floodplain data within the City limits.
- Identify known Base Flood Elevations (BFE) for channels and floodplain areas located within City limits to understand the extent of flood risk.

Coordination with LA County Flood Control District

- Coordinate with LA County Flood Control District (LAFCD) to acquire available Hydrologic and Hydraulic (H&H) information for the naturalization feasibility assessment.
- Identifying the available freeboard between the 100-year water surface and the top of the channel based on available information (i.e. – plans, reports / studies, models).

Site Visit with City Staff

- Meet with City staff to walk existing channel locations where potential naturalization may be feasible, as well as the recently completed restoration project.
- Gather site-specific information regarding constraints, naturalization opportunities, and condition of existing channels.

Deliverables:

- Complied GIS database.
- Photo inventory of existing channels visited during site visit and summary of key constraints, opportunities and condition of channels.
- Results will be summarized as a section of the technical memo outlining the finding of this effort (refer to Task 4).

Task 3: Citywide Screening for Opportunities

This task utilizes the data collected and compiled in Task 2 to identify and assess the potential candidates for waterway naturalization within the city limits. This task includes the following efforts:

Identification of Feasible Candidates

- Conduct a GIS based site investigation to identify the hardened channels that are potentially feasible for waterway naturalization based on the site visit performed and the data collected in Task 2 and other readily available data.

Feasibility Assessment and Mitigation Strategies

- Conduct hydraulic sensitivity using typical cross sections and normal depth calculations to gauge the potential impacts of naturalization, particularly focusing on increased channel frictional resistance to flow to determine what the required widths would be.
- Evaluate the implications of channel widening on existing infrastructure.
- Determine mitigation strategies by developing typical cross sections for the feasible channels utilizing mitigation measures such as channel widening, soft-armoring, and/or flood walls, to be determined through coordination with City staff
- Evaluate the potential impacts and challenges associated with these mitigation strategies concerning their feasibility and practicality.
- Evaluate the potential to implement multiple-use opportunities such as walking trails in conjunction with naturalization efforts.

Channel Ranking

- Develop and implement a ranking system for feasible channel sites, considering various criteria:
 - Environmental benefits and continuity, impacts, as well as incidental water quality benefits.
 - Community benefits and public safety enhancements.
 - Flood protection.
 - Cost implications of naturalization efforts. This will be based on a scale from low to high based on best engineering judgement and available construction cost information and is not intended to serve as a complete engineering cost estimate at this stage.

Deliverables:

- PowerPoint presentation and GIS exhibit of feasible candidates
- Section in the Technical Memo (refer to Task 4).

Task 4: Channel Naturalization Screening Technical Memo

RICK will prepare a Channel Naturalization Screening Technical Memo (CNSTM) as the overall deliverable for Tasks 2 – 3 listed above that will document the means and methods used to determine feasibility, potential mitigation strategies, and ranking the channels for potential waterway naturalization. RICK will also prepare an infographic based fact sheet as a handout for the Public Works Subcommittee and City Council meetings to visually summarize the results of the screening study.

Deliverables:

- Draft Fact Sheet
- Final Fact Sheet
- Draft Technical Memo
- Final Technical Memo

Potential Subsequent Tasks:

- Preliminary Grading Plans and/or a Preliminary Engineering Report
- Cost Estimate
- HEC-RAS Hydraulic Analysis

FEE

Our “Consultant” fee for the above-described work would be on a time and material per our current Schedule of Hourly Rates (enclosed), not to exceed without your prior authorization.

Fees and expenses will be billed monthly as the work progresses and the net amount shall be due upon receipt of the invoice. Fees have been estimated based on each of the identified tasks and are detailed on a Fee Summary Table attached at the end of this letter proposal. A brief summary is also provided below for ease of reference:

Task 1: PM, Meetings, and Coordination	\$11,310.00
Task 2: Data Collection and Compilation	\$ 7,140.00
Task 3: Citywide Screening for Opportunities	\$27,040.00
Task 4: Channel Naturalization Screening Memo	<u>\$16,790.00</u>
<i>SubTotal:</i>	<i>\$62,280.00</i>
 Direct Expenses	 <u>\$ 1,220.00</u>
TOTAL:	\$63,500.00

The enclosed Standard Provisions of Agreement are incorporated herein and made a part of this agreement. If notice is delayed for any reason beyond thirty (30) days, it is understood by the parties that the terms and conditions contained herein are subject to revision.

Mr. Fisher
January 3, 2024
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EXCLUSIONS:


The following items are specifically excluded from the Scope of Work and fee. If required, these items will be prepared by others under separate contract or will be covered by separate task order(s) between RICK and the City of Agoura Hills:

- Topographic survey.
- Hydrologic calculations or analyses.
- Hydraulic calculations or analyses beyond those stated under Tasks 3.
- Opinions of probable construction cost.
- Preparing base mapping.
- Community outreach or community meetings.
- Geotechnical investigation.
- Infiltration testing.
- Water Quality Management Plan (WQMP).
- Structural calculations or analysis.
- Landscape Architecture.
- Title report review.
- Boundary, lot line, or easement plotting.
- Base map preparation.

If you would like us to proceed with this work as outlined above, we ask that you please sign and return this agreement as our written authorization. Upon signature by the Client, this proposal and the attached terms become the agreement for services and the notice to proceed.

If you have any questions regarding this agreement, please contact either Andrew Thies or me directly. We are grateful for this opportunity to begin our working relationship with the City of Agoura Hills.

Sincerely,
RICK ENGINEERING COMPANY


Brendan Hastie
RCE#65809, Exp. 9/25
Principal

Enclosures

JT:AT:vs/CRICK/Dept/WRSD/Pursuits/2023_12_AgouraHills_CreekNat/Fisher.001

APPROVED:

BY: _____ DATE: _____

EXHIBIT B
PAYMENT RATES AND SCHEDULE

Cost Proposal

Task	Rates and Hours						Total Cost	Direct Costs	Total Cost
	PIC	Project Manager	WR Principal Designer	WR Assistant Designer	GIS Manager	Principal GIS Analyst			
Description	\$ 290.00	\$ 235.00	\$ 170.00	\$ 135.00	\$ 200.00	\$ 150.00			
Task 1-PM, Meetings, and Coordination									
Kick-Off Meeting	2	2					\$ 1,050.00		\$ 1,050.00
Team Meetings (up to 2 meetings)	4	8					\$ 3,040.00		\$ 3,040.00
Meeting with Public Works Subcommittee	2	4	4				\$ 2,200.00		\$ 2,200.00
Meeting with City Council	2	4	4				\$ 2,200.00		\$ 2,200.00
Project Tracking & Coordination		12					\$ 2,820.00		\$ 2,820.00
Task 2-Data Collection and Compilation									
Data Collection & Compilation		4	8		2	8	\$ 3,900.00		\$ 3,900.00
Site Visit		8	8				\$ 3,240.00		\$ 3,240.00
Task 3-Citywide Screening for Opportunities									
Identification of Candidate Sites		2	8	16			\$ 3,990.00		\$ 3,990.00
Feasibility Analysis of Sites	1	12	52	16	2	8	\$ 15,710.00		\$ 15,710.00
Typical Cross-sections for Design Alternatives	1	4	16				\$ 3,950.00		\$ 3,950.00
Site Prioritization & Ranking	1	4	8		1	4	\$ 3,390.00		\$ 3,390.00
Task 4-Channel Naturalization Screening Memo									
Draft Fact Sheet	1	8	16		4		\$ 5,690.00		\$ 5,690.00
Final Fact Sheet	1	2	6		2		\$ 2,180.00		\$ 2,180.00
Draft Technical Memo	2	8	16	8			\$ 6,260.00		\$ 6,260.00
Final Technical Memo	1	2	8	4			\$ 2,660.00		\$ 2,660.00
							\$ -		\$ -
Direct Costs (milage, printing)									\$ 1,220.00
Final Estimate									\$ 63,500.00



Hourly Rates – California Offices
April 1, 2023 – February 23, 2024

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Principal Consultant (Special Projects)	\$300.00	Principal Water Resources Engineer/Manager	\$ 235.00
Principal	290.00	Principal Water Resources Designer	170.00
Associate Principal	270.00	Associate Water Resources Designer	150.00
Associate/Manager	250.00	Assistant Water Resources Designer	135.00
Expert Witness	450.00		
Court Appearance per half day or part.....	1,800.00		
		GIS Manager	\$200.00
Senior Project Manager/Engineering Manager.....	\$ 245.00	GIS Programmer.....	170.00
Principal Project Engineer/Manager.....	230.00	Principal GIS Project Manager.....	190.00
Associate Project Engineer/Manager.....	205.00	Associate GIS Project Manager.....	175.00
Assistant Project Engineer/Manager.....	190.00	Assistant GIS Project Manager.....	160.00
Principal Engineering Designer.....	170.00	Principal GIS Analyst.....	150.00
Associate Engineering Designer.....	150.00	Associate GIS Analyst.....	140.00
Assistant Engineering Designer.....	135.00	Assistant GIS Analyst.....	125.00
Principal Engineering Drafter.....	130.00	Principal Graphics Designer.....	135.00
Associate Engineering Drafter.....	120.00	Associate Graphics Designer.....	125.00
Assistant Engineering Drafter	110.00	Assistant Graphics Designer.....	115.00
		CAD Manager	180.00
Senior Transportation/Traffic Engineer.....	\$ 240.00		
Principal Transportation/Traffic Engineer.....	230.00	Field Supervisor.....	\$ 220.00
Associate Transportation/Traffic Engineer.....	205.00	One-person Survey Party.....	180.00
Assistant Transportation/Traffic Engineer.....	190.00	One-person Survey Party with Robotics.....	230.00
Principal Transportation/Traffic Designer.....	170.00	Two-person Survey Party	280.00
Associate Transportation/Traffic Designer.....	150.00	Three-person Survey Party	380.00
Assistant Transportation/Traffic Designer.....	135.00		
		3D Laser Scanning Crew (One-Person).....	\$ 240.00
Principal Planner II.....	\$215.00	3D Laser Scanning Crew (Two Person)	290.00
Principal Planner I.....	200.00		
Senior Planner II.....	185.00	Principal 3D Laser Scanning Project Manager	\$ 200.00
Senior Planner I.....	170.00	Associate 3D Laser Scanning Project Manager.....	175.00
Associate Planner	150.00	Assistant 3D Laser Scanning Project Manager.....	165.00
Assistant Planner	130.00	Principal 3D Laser Scanning Specialist.....	145.00
Planning Technician	110.00	Associate 3D Laser Scanning Specialist.....	135.00
		Assistant 3D Laser Scanning Specialist.....	125.00
Principal Project Landscape Architect/Manager	\$ 205.00	Principal 3D Laser Scanning Technician.....	115.00
Associate Project Landscape Architect/Manager	185.00	Associate 3D Laser Scanning Technician.....	105.00
Assistant Project Landscape Architect/Manager	165.00	Assistant 3D Laser Scanning Technician.....	95.00
Principal Landscape/Urban Designer	140.00		
Associate Landscape/Urban Designer	130.00	Photogrammetry Supervisor	\$185.00
Assistant Landscape/Urban Designer	115.00	Principal Photogrammetrist	160.00
		Associate Photogrammetrist	130.00
Director of Environmental Planning Services	\$ 245.00	Assistant Photogrammetrist	120.00
Principal Environmental Project Manager.....	200.00		
Associate Environmental Project Manager.....	185.00	Principal Survey Analyst.....	\$195.00
Assistant Environmental Project Manager	165.00	Associate Survey Analyst.....	160.00
Principal Environmental Specialist.....	145.00	Assistant Survey Analyst.....	130.00
Associate Environmental Specialist	135.00		
Assistant Environmental Specialist	120.00	Associate Project Administrator	\$ 100.00
Environmental Technician.....	110.00	Assistant Project Administrator.....	80.00
		Administrative Assistant/Manager.....	85.00

Rates subject to change for prevailing wage contracts.
 When authorized, overtime shall be charged at the listed rates times 1.5.
 Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.
 A fifteen (15) percent fee for administration, coordination and handling will be added to all subcontracted services.