

REPORT TO REDEVELOPMENT AGENCY

DATE: MAY 12, 2010

TO: HONORABLE CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

FROM: GREG RAMIREZ, EXECUTIVE DIRECTOR

BY: MIKE KAMINO, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

SUBJECT: APPROVAL OF AMENDMENT TO AGREEMENT WITH PACIFIC COAST CIVIL, INC., FOR CIVIL ENGINEERING CONSULTING SERVICES FOR THE GATEWAY 1 AND HIGH SCHOOL AFFORDABLE HOUSING PROJECTS

The purpose of this item is to seek Redevelopment Agency approval for an Amendment to the Consultant Services Agreement with Pacific Coast Civil, Inc., (PCC) to provide civil engineering services for the City's affordable housing projects proposed on the Gateway Church's site at 29646 Agoura Road (Gateway 1 Site) and the Agoura High School site.

The original agreement was approved in December 2008 for a not-to-exceed fee of \$26,800. An addendum to the agreement for \$12,200 and another addendum for \$20,500 were approved in January 2009 and March 2009, respectively. These addendums were for additional engineering services and the preparation of tract maps.

The proposed amendment to the agreement is for hydrology reports for both sites, for a total cost of \$7,300. With the amendment and the two prior addendums, the total not-to-exceed agreement amount is \$66,800.

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

RECOMMENDATION

Staff recommends the Redevelopment Agency approve the attached amendment to the agreement with Pacific Coast Civil, Inc., in the not-to-exceed amount of \$7,300.

Attachment: Amendment to the Consultant Services Agreement (with Exhibit A)

AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS REDEVELOPMENT AGENCY

NAME OF CONSULTANT: Pacific Coast Civil, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Randall Greenwood

CONSULTANT'S ADDRESS: 30141 Agoura Road, Suite 200
Agoura Hills, CA 91301

CITY'S ADDRESS: City of Agoura Hills
Redevelopment Agency
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: Executive Director

PREPARED BY: Allison Cook

COMMENCEMENT DATE: May 13, 2010

TERMINATION DATE: December 30, 2011

CONSIDERATION: Contract Price
Not to Exceed: \$7,300

**FIRST AMENDMENT TO AGREEMENT FOR
CONSULTANT SERVICES BETWEEN THE CITY OF
AGOURA HILLS REDEVELOPMENT AGENCY AND
PACIFIC COAST CIVIL, INC.**

This FIRST AMENDMENT TO AGREEMENT ("Amendment") is made and entered into as of the 13th day of May, 2010, by and between the City of Agoura Hills Redevelopment Agency, a municipal corporation ("Agency") and Pacific Coast Civil, Inc. ("Consultant") and with respect to the following recitals:

A. On December 5, 2008, the Agency and Consultant entered into an Agreement for engineering consultant services in an amount not to exceed \$26,800, with a termination date of June 30, 2009. The Agreement was to provide engineering services for the City's two proposed affordable housing project sites. The Gateway 1 Project site is located along Agoura Road, and consists of a portion of Parcel 7, Rancho Las Virgenes. The Agoura High School Project site is located at the northeast corner of the high school property, Easterly Road and Fountain Place.

B. An Addendum to the original Agreement for \$12,200 and a second Addendum for \$20,500 were approved in March 2009 and January 2010, respectively. These Addendums were related to additional service for tract map preparation and further engineering design.

C. The Consultant has completed substantial work on the preliminary engineering design of both projects. At this time, additional work related to hydrology plans and reports is needed.

D. The Agency and Consultant now wish to modify the Agreement to extend the termination date to December 30, 2011, and to provide the supplemental scope of work outlined in Exhibit A herein, which is a supplement to the Agreement's Exhibit A, for an additional \$7,300. With this Amendment and the two prior Addendums, the total contract price is a not to exceed fee of \$66,800.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS, PROMISES, COVENANTS, AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES DO AGREE HEREBY AS FOLLOWS:

SECTION 1. The Agreement is hereby amended to read as follows:

1. **TERM.** This Agreement shall commence on May 13, 2010, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 30, 2011, unless sooner terminated pursuant to the provisions of this Agreement.

2. **PAYMENT.** The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, Schedule of Fees, attached hereto and incorporated herein by this reference as

though set forth in full, based upon actual time spent on the tasks outlined in Exhibit A. Any terms in the Schedule of Fees in Exhibit A other than the payment rates and schedule of payment are null and void. This amount shall not exceed \$66,800 ("Contract Price") for the Term of the Agreement unless additional payment is approved as provided in this Agreement.

SECTION 2. All other provisions of the Agreement remain unchanged.

SECTION 3. The Recitals are incorporated herein as though set forth in full.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

**CITY OF AGOURA HILLS
REDEVELOPMENT AGENCY**

Harry Schwarz
Chair


ATTEST:

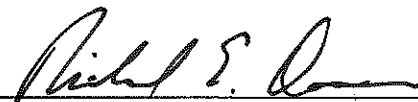
Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Craig A. Steele,
Agency Attorney

PACIFIC COAST CIVIL, INC.

By: 
Name: Randall A. Greenwood
Title: Secretary

By: 
Name: RICHARD E. DOSS
Title: PRESIDENT

[*Signatures of Two Corporate Officers Required]

EXHIBIT A

SUPPLEMENTAL SCOPE OF WORK AND SCHEDULE OF FEES

Exhibit A



PACIFIC COAST CIVIL, INC.

30141 AGOURA ROAD, SUITE 200

AGOURA HILLS, CA 91301

PHONE: (818) 865-4168

FAX: (818) 865-4198

email: rich@pacificcoastcivil.com

April 19, 2010

Proposal No. 08-130C

Mr. Nathan Hamburger
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301-4335

**SUBJECT: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES-
AGOURA HILLS REDEVELOPMENT PROJECTS**

Mr. Hamburger:

The Scope of Services and Fees for Scope of Services has been revised to include an additional item to the Agoura High School contract for the preparation of a hydrology study.

Items have been added to the Gateway 1 contract for the preparation of a hydrology study and the preparation of flood hazard limit calculations and mapping adjacent to the blue line stream which borders Gateway 1 and Gateway 2.

Thank you for considering Pacific Coast Civil, Inc. for this work. Please call if you have any questions or comments regarding this proposal. We look forward to assisting and working with you on these important projects.

Very Truly Yours,

Randall A. Greenwood, PE, LEED AP, CPESC
Principal

I. BASIS FOR PROPOSAL

The following understandings and assumptions form the basis of this proposal:

- A. Pacific Coast Civil, Inc. (PCC) will provide development planning services to City of Agoura Hills (hereinafter referred to as Client).
- B. Subject properties consist of Assessor's Parcels 2061-033-013 (4-Square Church) and 2048-008-901 (LVUSD) in the City of Agoura Hills, California.
- C. Client has prepared a Scope of Work description which shall serve as a general guide for all work anticipated under this proposal.

II. SCOPE OF SERVICES

PCC proposes to provide the following services:

- 11. PCC will prepare a hydrology study in accordance with the preliminary grading studies for the Agoura High School site and the Gateway 1 site.
- 12. PCC will prepare preliminary water surface calculations and flood hazard limits per Los Angeles County Dept. of Public Works guidelines for the blue line stream extending through the Gateway 2 site, based on existing project topography. The flood hazard limits will be included on the mapping for both the Gateway 1 and Gateway 2 projects and will be used to site proposed buildings for these developments.

III. FEES FOR SCOPE OF SERVICES

PCC proposes to provide the services as outlined in the above SCOPE OF SERVICES for the following fees:

CIVIL ENGINEERING SERVICES, <u>AGOURA HIGH SCHOOL SITE</u>		
10.	Hydrology Study	\$2,400
	TIME & MATERIALS FEE, NOT TO EXCEED	\$2,400

CIVIL ENGINEERING SERVICES, <u>GATEWAY 1 SITE</u>		
11.	Hydrology Study	\$2,400
12.	Water surface and flood hazard calculations for blue line stream	\$2,500
	TIME & MATERIALS FEE, NOT TO EXCEED	\$4,900

TOTAL		
	TIME & MATERIALS FEE, NOT TO EXCEED	\$7,300

In the event Client requests Pacific Coast Civil, Inc. to perform services in addition to tasks specifically defined under Scope of Services, Client shall pay Pacific Coast Civil, Inc. for all such requested extra services at the hourly rates set forth on the Schedule of Fees and Billing Procedures which are incorporated herein by reference in full. All such extra work shall be billed separately by Pacific Coast Civil, Inc.

IV. EXCLUSIONS FROM SCOPE OF SERVICES

The following services are not included in the Scope of Services:

- A. Soils/geology conditions and tests. PCC makes no representations concerning soils or geology conditions and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soils tests, or general soils testing, all of which are in the purview of the geotechnical engineer or geologist.
- B. Site Culture survey, to be done by others.

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- C. Title Reports and title services, including preparation of radius maps and surrounding owner lists/labels.

If the enclosed is acceptable to you, we ask that you sign this proposal, which constitutes the contractual arrangement for this project.

This opportunity to offer our services is greatly appreciated. Should you have any questions, please call.

Very truly yours,

Approved By:

PACIFIC COAST CIVIL, INC.

CITY OF AGOURA HILLS



Randall A. Greenwood
Principal

Enclosure: Schedule of Fees and Billing Procedures

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SCHEDULE OF FEES AND BILLING PROCEDURES
FOR LAND PLANNING, ENGINEERING AND SURVEYING
(Note: The fees are locked in with this contract.)

Office:Principal.....	\$150/hour
Senior Project Manager.....	135
Project Manager.....	125
Project Engineer.....	120
Principal Planner.....	115
Senior Designer.....	110
Engineering Designer.....	95
CAD Technician.....	80
Engineering Processor.....	75
Technical Typing/Messenger.....	50
Field:Field Supervisor.....	\$125/hour
Field Calculations.....	110
One-Man Crew.....	150
Two-Man Crew.....	200
Licensed Land Surveyor.....	120

PCC shall invoice the Client on a monthly basis based upon time and material expenditures incurred during the preceding month. Invoices are due and payable upon receipt. Unless mutually satisfactory arrangements are made for delay of payment in excess of forty-five days from date of invoice, PCC has the option of discontinuing all work until payment is made.

Expenses for other specialized technical services, printing, reproductions, and other like direct costs shall be billed in addition at standard commercial rates. A ten percent fee for administration, coordination and handling will be added to services subcontracted through PCC.

In the event an action, lawsuit, or legal proceeding becomes necessary to enforce, the provisions of this contract or which arises out of the subject matter of this contract, the party prevailing in such action shall be awarded, in addition to any other damages, attorney fees and costs actually incurred in the said action, suit or proceeding.