

REPORT TO REDEVELOPMENT AGENCY

DATE: MAY 26, 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 CONSULTANT SERVICES AGREEMENT WITH PACIFIC COAST CIVIL, INC. FOR CIVIL ENGINEERING SERVICES FOR THE GATEWAY 2 AFFORDABLE HOUSING PROJECT

The purpose of this item is to seek Redevelopment Agency approval for a Consultant Services Agreement with Pacific Coast Civil, Inc. (PCC) to provide civil engineering services for the affordable housing project proposed on the Gateway Church's site at 29646 Agoura Road, referred to as Gateway 2. Gateway 2 is located adjacent to the Agency's affordable housing project site, known as Gateway 1, at the far eastern end of the Gateway Church property. The Gateway 2 site is approximately 1.7 acres.

The scope of work includes preparing a base map, grading plan, hydrology report, preliminary drainage plan and tentative tract map. The work would be conducted on a time and materials basis for a not-to-exceed fee of \$24,850.

PCC has been providing civil engineering services for the City's Gateway 1 affordable housing site, as well as the affordable housing project at the high school. City staff has been pleased with the work of PCC to date. As such, staff recommends approval of this agreement.

Note that an amendment to the existing Consultant Agreement with PCC for engineering services related to the Gateway 1 and high school projects was brought before the Redevelopment Agency on May 12, 2010. This new agreement is for work at the Gateway 2 affordable housing site.

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

RECOMMENDATION

Staff recommends the Redevelopment Agency approve the attached Consultant Services Agreement with Pacific Coast Civil, Inc. in the not-to-exceed amount of \$24,850.

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

AGREEMENT FOR CONSULTANT SERVICES
WITH THE AGOURA HILLS REDEVELOPMENT AGENCY

NAME OF CONSULTANT:	Pacific Coast Civil, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Randall Greenwood
CONSULTANT'S ADDRESS:	30141 Agoura Road, Ste. 200 Agoura Hills, CA 91301
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: Executive Director
COMMENCEMENT DATE:	May 27, 2010
TERMINATION DATE:	May 27, 2011
CONSIDERATION:	Contract Price Not to Exceed: \$24,850

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE AGOURA HILLS REDEVELOPMENT AGENCY AND
PACIFIC COAST CIVIL, INC.**

THIS AGREEMENT is made and effective as of May 27, 2010, between the Agoura Hills Redevelopment Agency, a municipal corporation ("Agency") and Pacific Coast Civil, 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 May 27, 2010, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 27, 2011, unless sooner terminated pursuant to the provisions of this Agreement.

The Agency may, at its option, extend this Agreement for one additional term of one (1) year upon providing written notice of its intent to so 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.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **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, 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 A other than the payment rates and schedule of payment are null and void. This amount shall not exceed \$24,850 ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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 Executive Director. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the Agoura Hills Redevelopment Agency and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

C. Consultant will 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 Agency 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.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The Agency 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 Agency 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 Agency 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 Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 4.

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, Agency 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 Executive Director or his or her 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 (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 Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Agency 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 Agency or its designees at reasonable times to such books and records, shall give Agency the

right to examine and audit said books and records, shall permit Agency to make transcripts there from 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 Agency and may be used, reused or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the Agency, upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION. The Consultant agrees to defend, indemnify, protect and hold harmless the Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the Agency, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the Agency.

9. INSURANCE REQUIREMENTS. Consultant shall procure and maintain for the duration of the contract 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.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 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. 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.

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 Executive Director, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, 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. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The Agency, its officers, officials, employees and volunteers are to be covered 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 Agency, 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 Agency, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the Agency, 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 Agency, 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 by certified mail, return receipt requested, has been given to the Agency.

E. 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 Agency. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Consultant shall furnish the Agency with original endorsements 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 provided by the Agency. All endorsements are to be received and approved by the Agency before work commences. As an alternative to the Agency's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the Agency a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency 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 except as set forth in this Agreement. 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 the Agency. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against Agency, or bind Agency in any manner.

B. 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, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. 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 Agency, 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.

12. 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 Agency's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the Executive Director or unless requested by the Agency 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 Agency notice of such court order or subpoena.

B. Consultant shall promptly notify Agency should Consultant, its officers, employees, agents or subcontractors 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 Agency. Agency 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 Agency and to provide Agency with the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

13. **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 Agency: Agoura Hills Redevelopment Agency
30001 Ladyface Court
Agoura Hills, California 91301
Attention: Executive Director

To Consultant: Pacific Coast Civil, Inc.
30141 Agoura Road, Suite 200
Agoura Hills, CA 91301
Attention: Randall Greenwood

14. **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 Agency. 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 Agency and the Consultant.

15. **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.

16. **GOVERNING LAW.** The Agency 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.

17. **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-contractors 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-contractors on this project. Consultant further agrees to notify the Agency in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. **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.

19. **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.

**AGOURA HILLS REDEVELOPMENT
AGENCY**

Harry Schwarz
Chair

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Craig A. Steele,
Agency Attorney

CONSULTANT

Pacific Coast Civil, Inc.
30141 Agoura Road, Suite 200
Agoura Hills, CA 91301
Randall Greenwood
Tel. (818) 865-4168
Fax (818) 865-4198

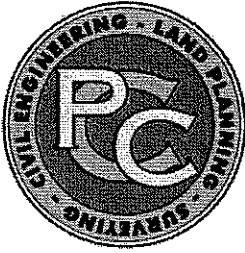
By: *Randall A. Greenwood*
Name: *Randall A. Greenwood*
Title: *Secretary*

By: *Richard E. Doss*
Name: *RICHARD E. DOSS*
Title: *PRESIDENT*

[Signatures of Two Corporate Officers Required]

EXHIBIT A
SCOPE OF WORK
PAYMENT SCHEDULE AND RATES

Exhibit A



PACIFIC COAST CIVIL, INC.

30141 AGOURA ROAD, SUITE 200

AGOURA HILLS, CA 91301

PHONE: (818) 865-4168

FAX: (818) 865-4198

April 19, 2010

Proposal No. 10-34

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

**Subject: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
GATEWAY 2 - MULTI-FAMILY RESIDENTIAL SITE
AT GATEWAY CHURCH PROPERTY, AGOURA HILLS, CA**

Mr. Hamburger:

Thank you for considering Pacific Coast Civil, Inc. for this very exciting work. As defined in the provided Scope of Services, we have prepared a proposal for engineering services relative to the properties.

Please call if you have any questions or comments regarding this proposal. We look forward to assisting and working with you on this important project.

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 approximately 1.73 acre portion of Assessor's Parcel 2061-033-013 (Gateway 4-Square Church) site in the City of Agoura Hills, California per map prepared 11-02-09 by Chris Nelson and Associates.
- C. Client will provide a conceptual architectural site plan to PCC in Autocad drawing format. PCC will incorporate this into the preliminary grading plan in Autocad drawing format.

II. SCOPE OF SERVICES

PCC proposes to provide the following services for the Planning Commission entitlement phase:

1. PCC shall research existing wet utilities (sewer/water/storm drain), public improvements and dry utilities (SCE/telephone/cable) as practical, on and adjacent to the project sites, as well as proposed utilities, if any.
2. PCC shall prepare a project Base Map for the site in AutoCAD digital format, incorporating Topographic Survey and record boundary data to be provided by Client, and utility information per Task 1, above.
3. In coordination with Client's conceptual architectural site plan and utilizing the Base Map from Task 2, above, PCC will prepare a Preliminary Grading Plan for the proposed site at minimum 20' scale, with sufficient grades to obtain initial review during the entitlement process, suitable for development processing and concept review by Client. Task shall include earthwork calculations, and incorporating proposed storm drainage improvements and storm water treatment systems structural Best Management Practices. This proposal is limited to two iterations of design based on the conceptual architectural site plan.
4. PCC will prepare a Preliminary Drainage Plan for the project site based on the accepted Preliminary Grading Plan per Task 3, above, for review by the City, County and other interested agencies. PCC will incorporate green/sustainable design solutions into the storm drainage and grading design as appropriate.

5. PCC will prepare a Site Plan in accordance with the items listed in the City's Conditional Use Permit Submittal Requirements in coordination with appropriate data from the Architect and Landscape Architect, such as dimensions and locations of planters, outdoor amenities in private or common areas, refuse enclosures, loading areas, monument signs, street light poles and lighting standards, color and pattern of enhanced pavement, location of above-ground utility vaults, lines and facilities, handicapped parking, and the like. Configuration of turn pockets will be estimated without the benefit of a traffic study.
6. PCC will attend scheduled meetings with Client, staff, and Project Architect to review progress and provide consultation services, and as requested by Client. It is assumed that attendance at the Planning Commission and City Council meetings regarding map approvals will not be required. This proposal assumes 16 hours meeting time.
7. PCC will prepare conceptual street plans for the southerly half of 1000 lineal feet of Agoura Road at the Gateway site, based on the new centerline alignment as shown on the survey by Chris Nelson and Associates. The limits of the road design include 250 feet of transitions on both the easterly and westerly site boundaries. The conceptual street plans will contain sufficient information to obtain initial review during the entitlement process- suitable for development processing and concept review by the Client. They will consist of a title sheet, a plan and profile for the median curb and southerly curb, cross sections at 100 foot intervals based on the project topography and a preliminary striping plan. No field survey will be performed to support this design. This item of work will be performed for the Gateway site only and will not be a part of the Agoura High School site plans.
8. PCC will prepare a hydrology study in accordance with the preliminary grading study for the site.
9. 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 tentative mapping for Gateway 2 and will be used to site proposed buildings for these developments.

III. DELIVERABLES

PCC proposes to provide the following deliverables:

1. 30 sets of grading, drainage, and site plans, folded accordion style to no larger than 8½" x14" in .pdf and AutoCAD format.
2. 2 sets of hydrology reports.
3. 1 reduced copy of all plans in .pdf format and hard copy.

IV. 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:

1.	Research and Investigation	\$1,000
2.	Base Map	\$1,000
3.	Preliminary Grading Plan (2 iterations)	\$7,900
4.	Preliminary Drainage Plan	\$2,600
5.	Conditional Use Site Plan	\$2,000
6.	Project meeting attendance and Consultation (16 hours assumed)	\$2,200
7.	Road plans for Agoura Road	\$3,000
8.	Hydrology Study	\$2,400
9.	Water surface and flood hazard area mapping	\$2,500
10.	Printing, reproduction, delivery, overnight mail, including U.S. mail	\$250
	TIME & MATERIALS FEE, NOT TO EXCEED	\$24,850

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.

Mr. Nathan Hamburger
City of Agoura Hills
April 19, 2010

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IV. EXCLUSIONS FROM SCOPE OF SERVICES

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

- A. A proposal for Topographic and Boundary Survey services needed to file the final map has been provided separately (by Chris Nelson and Associates and/or others).
- B. Title Reports and title services, including preparation of radius maps and surrounding owner lists/labels.
- C. 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.
- D. Preparation of tentative parcel map and application package for this development.
- E. Plan checking, map checking, filing fees, etc., to process this project for agency review.

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

SCHEDULE OF FEES

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

Expenses for other specialized technical services, printing, reproductions, and other like direct costs shall be billed as a not to exceed fee in accordance with the contract at standard commercial rates.