

REPORT TO REDEVELOPMENT AGENCY

DATE: OCTOBER 13, 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 AGOURA HIGH SCHOOL AFFORDABLE HOUSING PROJECTS

The purpose of this item is to seek Redevelopment Agency approval for a third 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 First Amendment to the Consultant Services Agreement was approved by the Agency on May 12, 2010 to prepare hydrology reports for both sites, for a total cost of \$7,300. The second amendment was approved by the Agency on June 24, 2010 to prepare conceptual design plans for the Easterly Road right-of-way in the vicinity of the High School project.

Pursuant to the Agency staff's request, PCC has prepared an additional scope of work as part of a Third Amendment to the Consultant Services Agreement to prepare further tentative tract map work and associated tasks, including legal descriptions for portions of the property, at the High School for a cost of \$19,400. With the prior amendments and addendums, the total not-to-exceed agreement amount is \$92,600.

The Third Amendment to the Consultant Services Agreement has been reviewed and approved as to form by Agency Counsel.

RECOMMENDATION

Staff recommends the Redevelopment Agency approve the attached Third Amendment to the Agreement with Pacific Coast Civil, Inc., in the not-to-exceed amount of \$19,400.

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: October 14, 2010

TERMINATION DATE: December 31, 2011

CONSIDERATION: Contract Price
Not to Exceed: \$19,400

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

This THIRD AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into as of the 13th day of October, 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. On May 12, 2010, the Agency and Consultant entered into the First Amendment to Agreement to complete additional work related to hydrology plans and reports at the High School Project site, and to extend the termination date to December 31, 2011.

D. On June 24, 2010, the Agency and Consultant entered into the Second Amendment to Agreement to prepare conceptual design plans for the Easterly Road right-of-way in the vicinity of the High School Project site.

E. The Consultant has continued to work on the engineering design for the High School Project site, and at the request of Agency staff, has provided an additional scope of work for the site to prepare further tentative tract map work and associated tasks, as well as legal descriptions of portions of the property.

E. The Agency and Consultant now wish to modify the Agreement 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 \$19,400. With this Amendment and the prior Amendments and Addendums, the total contract price is a not to exceed fee of \$92,600.

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:

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 \$92,600 (“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 Third 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:
Title:

By: _____
Name:
Title:

[*Signatures of Two Corporate Officers Required]

EXHIBIT A

SUPPLEMENTAL SCOPE OF WORK AND SCHEDULE OF FEES