AGENDA
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center - Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, July 8, 2026
6:00 PM

VIA ZOOM:
https://us02web.zoom.us/j/81057752824
Webinar ID: 810 5775 2824

VIA TELEPHONE:
+1 669 444 9171 OR +1 669 900 6833

*Signup for **E-Notify** on the City's website for electronic Agenda notifications and/or other City updates.*

Please silence all cell phones and electronic devices during the live meeting. To prevent interference with the audio/visual system, do not join the Zoom Webinar from within the Council Chambers.

City Council meetings are held in person in the Council Chambers, 30001 Ladyface Court, Agoura Hills. Members of the public may attend and participate in person, participate remotely via Zoom, or watch the meeting live on the City's website or YouTube. See the "Public Participation" section of this Agenda for information on submitting public comments and participating in the meeting.

*City Hall and the Council Chambers are wheelchair accessible. In accordance with the **Americans with Disabilities Act (ADA)**, individuals requiring special assistance, disability-related modifications or accommodations, or auxiliary aids to participate in the meeting may contact the City Clerk's Office at (818) 597-7300. To help ensure that reasonable arrangements can be made to provide appropriate access, notification is requested at least 72 hours in advance of the meeting or time when services are needed.*

ATTEND OR WATCH THE MEETING

*City Council meetings are held in person in the Council Chambers and remotely. The Council Chambers doors will open to the public 30 minutes before the scheduled start time. Remote meetings begin at the scheduled start time and may be viewed on the City's website at **agourahillscity.gov** under "Watch Meetings" or on **YouTube** by searching "Agoura Hills City Council" and selecting the meeting date; archived meetings are also available on both platforms. **Zoom** participants are automatically muted and may view, listen, and provide audio public comment when permitted (see "Public Participation"). Meetings are recorded, and all rules of procedure and decorum apply to both in-person and remote participants.*

CALL TO ORDER

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Jeremy Wolf
Mayor Pro Tem Deborah Klein Lopez
Councilmember Kate Anderson
Councilmember Chris Anstead
Councilmember Penny Sylvester

REPORT OF CLOSED SESSION

APPROVAL OF AGENDA

PRESENTATIONS

Business of the Month - Presentation to Water Wings Swim School
Volunteer of the Month - Presentation to Jodi Regan
Proclamation - Older American of the Year, Eric Haupt
Proclamation - Celebrating America250

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, AND DEPARTMENTAL REPORTS

Update from Supervisor Lindsey P. Horvath Field Deputy Daniell Vicente
Clean Power Alliance (CPA) Update

PUBLIC COMMENTS

(This section is reserved for persons wishing to address items not listed on the Agenda that are under the subject matter jurisdiction of the City Council. Please refer to “Public Participation” above for full details on how to speak or submit written public comments under this category.)

CONSENT CALENDAR

(Items on the Consent Calendar may be approved by a single motion and vote. Unless pulled by the City Council, there will be no separate discussion of these items. This section is reserved for persons wishing to address items on the Consent Calendar. Please refer to “Public Participation” above for full details on how to speak or submit written public comments under this category.)

1. Approve Minutes of the Regular City Council Meeting of June 24, 2026
   RECOMMENDATION: Approve the Minutes, as presented.

2. Approve Demand Warrant Register No. 955
   RECOMMENDATION: Approve Demand Warrant Register No. 955.

3. Rejection of Claim for Damages - Graciela Casas-Kolodin
   RECOMMENDATION: Deny the claim for damages from claimant Graciela Casas-Kolodin.

4. Approve Design Professional Consultant Services Agreement, with BKF Engineers, for Construction Management Services Related to the Low Flow Storm Drain Diversion Project
   RECOMMENDATION: Approve the Design Professional Consultant Services Agreement, with BKF Engineers, for construction management services related to the Low Flow Storm Drain Diversion Project.

CITY COUNCIL, STAFF COMMENTS

ADJOURNMENT

The Regular City Council Meeting scheduled for July 22, 2026, has been canceled. The next Regular City Council Meeting will be held at 6:00 p.m., on August 12, 2026, in the Council Chambers of the Civic Center. The Civic Center is located at 30001 Ladyface Court, Agoura Hills, California.

Members of the public are invited to participate in all Regular City Council Meetings. In accordance with the Brown Act, agendas packets are posted at ***agourahillscity.gov*** *and agendas are posted on bulletin boards at City Hall, the Agoura Hills Library, and the Recreation and Event Center at least 72 hours in advance. Regular City Council Meetings are held at 6:00 p.m. on the 2nd and 4th Wednesdays of each month in the City Hall Council Chambers at 30001 Ladyface Court, Agoura Hills, California.*

The telecast of the Wednesday, July 8, 2026 Regular City Council Meeting will be shown on Channel 10 for Time Warner Cable subscribers and Channel 3 for Charter subscribers and run daily until the next regularly scheduled City Council meeting. The broadcast schedule is as follows: Sa-10am; Su-3pm; M-7pm; T-10am; W-3pm; Th-10am; and F-7pm.

Any disclosable public records related to staff reports or other written documentation for each item of business on this Agenda, or writings or documents distributed by the City to the City Council less than 72 hours prior to the meeting (other than writings legally exempt from public disclosure), will be available for public inspection in the City Clerk's Office at City Hall (30001 Ladyface Court, Agoura Hills) during regular business hours and posted on the City's website.

PUBLIC PARTICIPATION (PUBLIC COMMENT)

Members of the public may comment, in-person in the Council Chambers or remotely via Zoom, under general public comment, if within the subject matter jurisdiction of the City Council, or on any item listed on the Agenda. Speakers will be called in the order of speaker cards submitted or hands raised on Zoom (audio only). Each speaker will have three (3) minutes to speak per item and a speaker's time may not be transferred to another speaker. Written comments will not be read aloud by the City or another speaker. All speakers addressing the City Council are to refrain from disorderly conduct that disrupts or otherwise impedes the orderly conduct of the meeting.

Option A: In-person participation (Council Chambers)

All attendees are requested to silence electronic devices during the meeting. To speak in-person at the live meeting, complete and submit a Speaker's Card to the City Clerk prior to the Mayor announcing the item.

Option B: Remote participation (Zoom Webinar or by Phone)

*Individuals wishing to speak remotely (audio only) must be present in the Zoom Webinar (link above) when the item is called and use the "Raise Hand" function in Zoom to request to speak. When recognized by the City Clerk, press the unmute button and provide comments. Individuals joining by telephone, dial the number(s) listed above and enter the Webinar ID. To request to speak, press *9 and when called upon by the City Clerk, press *6 to unmute and provide comments. Participants wishing to comment on additional agenda items must remain in or rejoin the Zoom Webinar as needed.*

Option C: Written public comments prior to the meeting

Written public comments may be submitted by email to ***comments@agourahillscity.gov*** *no later than 4:00 p.m. on the meeting date. Please include the agenda item number or topic in the subject line. Written comments will not be read aloud during the meeting. Comments received after the deadline may not be considered during deliberations or included in the official. Those wishing to comment after the deadline may do so during the live meeting, either in person or via Zoom.*

Date Posted: July 2, 2026

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE: JULY 8, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: KIMBERLY RODRIGUES, CITY CLERK

SUBJECT: APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 24, 2026

RECOMMENDATION

Approve the Minutes as presented.

Attachments

CC Minutes 062426.pdf

MINUTES
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, June 24, 2026
6:00 p.m.

The City Council meeting was called to order at 6:00 p.m. by Mayor Pro Tem Klein Lopez.

The Pledge of Allegiance was led by City Attorney Lee.

Present were: Mayor Pro Tem Deborah Klein Lopez, Councilmember Kate Anderson, and Councilmember Penny Sylvester.

Absent were: Mayor Jeremy Wolf and Councilmember Chris Anstead.

Also Present were: City Manager Nathan Hamburger, City Attorney Candice K. Lee, Assistant City Manager Ramiro Adeva, Communications Manager Mary Haddad, Human Resources Manager Celeste Bird, Management Analyst Amber Victoria, Executive Assistant Michele Hubbs, Administrative Aide Jane Hoover, Community Development Director Robby Nesovic, Director of Public Works/City Engineer Charmaine Yambao, Deputy City Manager Louis Celaya, Director of Finance Diego Ibañez, Management Analyst Stephanie Pozos, and City Clerk Kimberly M. Rodrigues.

REPORT OF CLOSED SESSION

No Closed Session was held.

APPROVAL OF AGENDA

ACTION: Councilmember Sylvester moved to approve the Agenda, as presented. Councilmember Anderson seconded. The motion carried 3-0, by the following roll call vote:

AYES: Mayor Pro Tem Klein Lopez, and Councilmembers Anderson and Sylvester.

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Wolf and Councilmember Anstead.

PRESENTATIONS

There were no presentations.

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

Councilmember Sylvester provided a Las Virgenes/Malibu Council of Governments Update.

Councilmember Anderson provided a Santa Monica Mountains Conservancy Advisory Committee Update.

PUBLIC COMMENTS

Following distribution of the Agenda Packet, and prior to the City Council meeting, written correspondence was received from the following person(s), forwarded to the City Council, and made available for public review:

Save CA Today

CONSENT CALENDAR

Following distribution of the Agenda Packet, and prior to the City Council meeting, written correspondence was received from the following person(s), forwarded to the City Council, and made available for public review:

Jay Crutcher, Agoura Hills

The following person spoke:

Jay Crutcher, Agoura Hills

ACTION: Councilmember Anderson moved to approve Consent Calendar Item Nos. 1-15, as presented. Councilmember Sylvester seconded. The motion carried 3-0, by the following roll call vote:

AYES: Mayor Pro Tem Klein Lopez, and Councilmembers Anderson and Sylvester.

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Wolf and Councilmember Anstead.

1. Approve Minutes of the Regular City Council Meeting of June 10, 2026

2. Approve Demand Warrant Register No. 954

3. Approve First Amendment to Agreement for Contractor Services, with All City Management Services, Inc., for Crossing Guard Services

4. Approve First Amendment to Agreement for Contractor Services, with Ron's Maintenance, Inc., Related to Storm Drain Connector Pipe Screen and Filter Inspection/Cleaning Services

5. Approve Agreement for Contractor Services, with ARC Event Rentals & Sales., DBA A Rental Connection, for 2026 Event Rental Services

6. Approve Agreement for Design Professional Consultant Services, with Kimley-Horn and Associates, Inc., for On-Call Engineering Services

7. Approve Agreement for Contractor Services, with RMG Communications, for Communications and Public Relations Support Services

8. Approve Agreement for Contractor Services, with SCA of CA, LLC, for Street Sweeping Services

9. Approve Agreement for Contractor Services, with Solid Waste Solutions (SWS), for Solid Waste and Project Management Services

10. Approve Agreement for Contractor Services, with Ventura Transit System, Inc., for Charter Transportation Services

11. Approve Authorization of Expenditures for the Civic Center Microgrid Project to Preserve Eligibility for Federal Investment Tax Credits Under the Inflation Reduction Act

12. Approve Name Change of Community Wildfire Protection Plan (CWPP) Implementation Advisory Committee to Agency Working Group

13. Adopt **Resolution No. 26-2138**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ADOPTING THE ANNUAL INVESTMENT POLICY FOR FISCAL YEAR 2026-27 AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST AND REINVEST CITY FUNDS.

14. Adopt: 1) **Resolution No. 26-2139**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE COMPENSATION PLAN BY SETTING SALARY RANGES FOR CITY EMPLOYEES TO INCLUDE A 3.2% COLA RATE INCREASE, INCREASING THE EMPLOYER CONTRIBUTION TO HEALTHCARE PREMIUMS FOR FULL-TIME EMPLOYEES, INCREASING THE CITY'S MATCHING CONTRIBUTION TO THE DEFERRED COMPENSATION PLAN FOR GENERAL EMPLOYEES, 2) Adopt **Resolution No. 26-2140**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, INCREASING THE EMPLOYER CONTRIBUTION TO HEALTHCARE PREMIUMS FOR COUNCILMEMBERS, and 3) Approve the Sixth Amendment to the City Manager's employment agreement and the City Manager's performance bonus.

15. Adopt **Resolution No. 26-2141**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING THE CITY OF AGOURA HILLS' PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PROGRAM, for the time period of July 1, 2027, through June 30, 2030, and self-renewing thereafter, by authorizing the Mayor, or his/her designee, to sign a Cooperation Agreement with the County of Los Angeles.

PUBLIC HEARING

16. Conduct a Public Hearing to Consider the Adoption of a Resolution Establishing Fiscal Year 2026-27 Appropriations Limitations, and a Resolution Adopting the Annual Budget for Fiscal Year 2026-27

Mayor Pro Tem Klein Lopez opened the Public Hearing at 6:13 p.m.

Following presentation of the staff report, and a question-and-answer period of staff, Mayor Pro Tem Klein Lopez opened the floor for public testimony.

No public comment was received.

There being no public comment or questions of staff, Mayor Pro Tem Klein Lopez closed the Public Hearing at 6:17 p.m.

Following deliberations, Mayor Pro Tem Klein Lopez called for a motion and second to approve the staff recommendation to adopt **Resolution No. 26-2142**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ESTABLISHING FISCAL YEAR 2026-27 APPROPRIATIONS LIMITATIONS and, **Resolution No. 26-2143**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ADOPTING THE MIDCYCLE BUDGET FOR FISCAL YEAR 2026-27, INCLUDING FISCAL YEAR 2026-27 APPROPRIATIONS, AND APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2026-27.

ACTION: Councilmember Sylvester moved to approve the staff recommendation. Councilmember Anderson seconded. The motion carried 3-0, by the following roll call vote:

AYES: Mayor Pro Tem Klein Lopez, and Councilmembers Anderson and Sylvester.

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Wolf and Councilmember Anstead.

DISCUSSION / ACTION

17. Discussion to Consider the Adoption of a Resolution Approving the City Council Meeting Telephonic/Internet Service Disruption Policy Addressing Interruptions to Two-Way Telephonic Services in Compliance With Senate Bill 707

Staff noted a revision to the policy to include “audio/visual platform,” as well as “two-way telephonic service.”

Following presentation of the staff report, and a question-and-answer period of staff, Mayor Pro Tem Klein Lopez opened the floor for public comment.

No public comments were received.

Following deliberations, Mayor Pro Tem Klein Lopez called for a motion and second to approve the staff recommendation, with the amendment to the policy, and Adopt **Resolution No. 26-2144**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ADOPTING THE "INTERNET SERVICE AND TELEPHONIC SERVICE DISRUPTION POLICY" FOR CITY COUNCIL MEETINGS.

ACTION: Councilmember Anderson moved to approve the staff recommendation, as amended. Mayor Pro Tem Klein Lopez seconded. The motion carried 3-0, by the following roll call vote:

AYES: Mayor Pro Tem Klein Lopez, and Councilmembers Anderson and Sylvester.

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Wolf and Councilmember Anstead.

CITY COUNCIL, STAFF COMMENTS

Councilmember Sylvester commended staff on the first Concert in the Park, noted she looked forward to the (concert) drone show on July 5, and shared the City's wildfire preparedness flyer that was recently mailed to residents.

Councilmember Anderson, noting the event was not City-sponsored, invited residents to the first LGBTQ+ picnic on Saturday, June 27, 2026, from 11:00 a.m. to 1:00 p.m. at Morrison Park, which she was helping to host with fellow and former Councilmembers.

Mayor Pro Tem Klein Lopez commended the City of Thousand Oaks for professionally handling a difficult agenda item despite significant public opposition, acknowledged the difficult decision the City had to make, and thanked the City for their continued leadership and service to the region.

ADJOURNMENT

At 6:30 p.m., Mayor Pro Tem Klein Lopez announced the next Regular City Council Meeting was scheduled for 6:00 p.m., on Wednesday, July 8, 2026, in the Council Chambers of the Civic Center, and adjourned the meeting.

Kimberly M. Rodrigues, MPPA, MMC
City Clerk

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE: JULY 8, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: ALEJANDRA KINCHELOE, ACCOUNTING SPECIALIST

SUBJECT: APPROVE DEMAND WARRANT REGISTER NO. 955

Demand Warrant Register No. 955 is hereby submitted for your approval.

FISCAL IMPACT

All items on the Demand Warrant Register are budgeted items; and all the items, when aggregated and annualized, are found to be within budget.

RECOMMENDATION

It is recommended the City Council approve Demand Warrant Register No. 955.

Attachments

DWR 955

JULY 8, 2026

DEMAND WARRANT REGISTER NO. NINE HUNDRED FIFTY-FIVE

Pursuant to Section 2508, of the Agoura Hills Municipal Code (AHMC), the demands are herein presented, having been duly audited, and are hereby allowed and approved for payment in the amount as shown for the designated payees and charged to the appropriate funds as indicated.

Pursuant to Section 37202 of the Government Code, I certify the above demands are accurate and funds are available for payment thereof.

I hereby certify Demand Warrant Register No. 955 is a full, true, and correct statement.

Nathan Hamburger, City Manager

Demand Register 955

Payment Date	Number	Vendor Name	Payable Description	Payment Amount
06/18/2026	120079	All City Management	School Crossing Guard Services	18,574.84
06/18/2026	120080	AT&T	Internet May 2026	808.44
06/18/2026	120081	AT&T	Internet 05/06/26 - 06/05/26	213.29
06/18/2026	120082	Brightview Landscape Services	Install Plants - Rec Center	549.48
06/18/2026	120083	Bureau Veritas America	Professional Services	18,552.00
06/18/2026	120084	Cal State Site Services	Summer Concerts 2026 Sanitation	688.14
06/18/2026	120085	Civica Law Group, APC	Professional Services May 2026	49,744.28
06/18/2026	120086	Conejo Awards	Concert in the Park Sponsor Plaques	702.49
06/18/2026	120087	Dapeer, Rosenblit & Litvak Llp	Professional Services May 2026	331.36
06/18/2026	120088	Daria Clawson	Security Deposit Refund - Event 6/10/26	1,100.00
06/18/2026	120089	Foster & Foster Consulting Actuaries Inc	Preparation of June 30, 2025 OPEB valuation	14,000.00
06/18/2026	120090	Genesis Floor Covering Inc	Labor: Replacing stained carpet tiles	1,219.00
06/18/2026	120091	Glen A. Rick Engineering & Development Company	Lake Lindero Rehabilitation Study	2,080.00
06/18/2026	120092	Gotem, Inc.	Monthly General Pest Control	165
06/18/2026	120093	GSG Protective Services	Security 06/08/26 - 06/14/26 City Hall	345
06/18/2026	120094	JT Construction Group, Inc.	Annual Concrete Repair Project 2025-2026	2,600.26
06/18/2026	120095	Los Angeles County Department of Public Works	Professional Services Apr 2026	13,300.44
06/18/2026	120096	Nathan Hamburger	Reimb. ICMA Annual Conference & Training Sessions	1,343.00
06/18/2026	120097	Pitney Bowes Global Financial Services LLC	Postage Machine Lease 04/30/26 - 07/29/26	465.98
06/18/2026	120098	Richards, Watson & Gershon	Professional Services May 2026	33,818.97
06/18/2026	120099	Rms Printing Llc	Eletric Bike & Scooter Signs & Disabled Parking	415.95
06/18/2026	120100	Signature Signs	Park Rules Signs	4,860.23
06/18/2026	120101	Smith Pipe & Supply Inc.	Irrigation Supplies	1,534.51
06/18/2026	120102	Southern California Edison	Utilities 05/06/26 - 06/04/26	669.88
06/18/2026	120103	Southern California Gas Comp	Utilities 05/05/26 - 06/05/26	727.58
06/18/2026	120104	Staples	Office Supplies	284.52
06/18/2026	120105	The Acorn Newspapers	City Ads Notice	246.66
06/18/2026	120106	Total Access Elevator LLC	Maintenance Jun 2026	155
			Total	**169,496.30**
06/25/2026	120107	Agromin	Shredded Decorative Bark	5,235.96
06/25/2026	120108	Alejandra Kincheloe	Travel Expenses Reimbursement - 2026 GOV Seminar	88.23
06/25/2026	120109	Barco Products	Message Centers	21,404.40
06/25/2026	120110	Beth Cohan	Security Deposit Refund - Event 06/13/26	1,100.00
06/25/2026	120111	Burns Pacific Construction	Portable Toilet Monthly Rental Fee & Maintenance Services	40,994.89
06/25/2026	120112	County of Los Angeles Internal Services Department	Professional Services Apr 2026	11,590.50
06/25/2026	120113	Create Studio	Instructor Payment	2,464.00
06/25/2026	120114	Dept Of Animal Care & Control	Animal Control Services May 2026	4,295.60
06/25/2026	120115	Direct Tv	Cable Services May & Jun 2026	126.23
06/25/2026	120116	Dish	Rec Center Cable Services	163.73
06/25/2026	120117	DIY Home Center	Supplies	10.85
06/25/2026	120118	DSR Audio	Sound System Rental - Concert in the Park	4,177.06
06/25/2026	120119	Dudek	Professional Services 03/21/26 - 04/24/26	4,112.50
06/25/2026	120120	Fast Deer Bus Charter	Excursion	1,748.00
06/25/2026	120121	Gabriel M. Graham	COG Services Jun 2026	8,090.00
06/25/2026	120122	Geodynamics	Geotechnical Review Services May 2026	3,468.75
06/25/2026	120123	GMZ Engineering, Inc.	Progress Pay #20 Ladyface Greenway Project	820,328.69
06/25/2026	120124	GSG Protective Services	Security - Event Center	3,213.60
06/25/2026	120125	Jessica Flores	COG Services Jun 2026	3,000.00
06/25/2026	120126	Jessica Reinhardt	Travel Expenses Reimbursement - Plan Comm. Academy	797.58
06/25/2026	120127	Larry Walker Associates	Malibu Creek CIMP Implementation & Watershed Nutrient Stu	59,145.83
06/25/2026	120128	Los Angeles County Sheriff Department	Wage Garnishment	760.74
06/25/2026	120129	Melisa Caric	Professional Services May 2026	2,575.00
06/25/2026	120130	Melissa Rodenas	Security Deposit Refund - Event 06/12/26	1,100.00
06/25/2026	120131	Michael Lang	Concerts & Movies in the Park Flyer & Ad Design	3,389.40
06/25/2026	120132	Outdoor Movies Inc	Movie Screen & AV	1,815.00
06/25/2026	120133	Patrick O'Connell	Surfs Up Character Cutouts	425.00
06/25/2026	120134	Pegasus Studios	Broadcast Services Dec 2025	850.00
06/25/2026	120135	PermiTech Solutions Corporation	Professional Services May 2026	2,189.25
06/25/2026	120136	Pitney Bowes Inc	2 Red Ink Cartridge - Postage Machine	353.42
06/25/2026	120137	Prudential Overall Supplies	Rec Center Mats	161.55
06/25/2026	120138	Signature Signs	Public Notice Signs	2,525.50
06/25/2026	120139	SitelogIQ	Civic Center Microgrid	265,574.00
06/25/2026	120140	Smith Pipe & Supply Inc.	Irrigation Supplies - Morrison Park	13,247.30
06/25/2026	120141	Staples	Office Supplies	304.14
06/25/2026	120142	Swank Motion Pictures, Inc.	Movie Licensing 06/20/26	645.00
06/25/2026	120143	Taft Electric	Installation of Traffic Signal - Agoura Rd/Kanan	627.16
06/25/2026	120144	Tammy Dickenson	Security Deposit Refund - Event 06/01/26	1,000.00
06/25/2026	120145	Terry Dipple, Inc.	COG Services Jun 2026	17,218.00
06/25/2026	120146	The Acorn Newspapers	City Ads	2,776.41
06/25/2026	120147	Turbodata	Citation Processing May 2026	200.00

06/25/2026	120148	Varn Painting, Inc	Morrison Park ADA Rehabilitation Project Apr 2026	166,672.75
06/25/2026	120149	Vivian Rescalvo	COG Services Jun 2026	13,262.58
06/25/2026	120150	Vortex Industries, LLC (VTX)	Repairs	952.73
06/25/2026	120151	Wageworks	HC FSA Admin Fee Jun 2026	169.00
06/25/2026	120152	West Coast Promotional Solutions	10x10 Canopy	949.42
06/25/2026	120153	Willdan	Professional Services May 2026	3,634.50
06/25/2026	120154	Youth Evolution Basketball	Instructor Payment	588.00
			Total	**1,499,522.25**
06/26/2026	120155	Facilitron Inc.	Drone Show 07/05/26 Agoura High School	2,050.15
			Total	**2,050.15**
06/26/2026		**Payroll**	Payroll & Vendor Payments	**354,481.86**
			Grand Total	**2,025,550.56**

Demand Warrant Register No. 955

PASSED, APPROVED, AND ADOPTED this 8th day of July 2026, by the following vote to wit:

AYES: ( )
NOES: ( )
ABSTAIN: ( )
ABSENT: ( )

Jeremy Wolf, Mayor

ATTEST:

Kimberly M. Rodrigues, City Clerk

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**JULY 8, 2026**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**AMBER VICTORIA, MANAGEMENT ANALYST** **RAMIRO ADEVA, ASSISTANT CITY MANAGER**
SUBJECT:	**REJECTION OF CLAIM FOR DAMAGES - GRACIELA CASAS-KOLODIN**

On June 15, 2026, the City of Agoura Hills received a claim for damages from Graciela Casas-Kolodin. The claim was referred to Athens, the City's insurance adjusters, for review and investigation.

FISCAL IMPACT

There is no impact to the Fiscal Year 2026-27 adopted budget.

RECOMMENDATION

It is recommended the City Council deny the claim for damages from claimant Graciela Casas-Kolodin.

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**JULY 8, 2026**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**KELLY FISHER, DEPUTY DIRECTOR OF PUBLIC WORKS** **CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS / CITY ENGINEER**
SUBJECT:	**APPROVE DESIGN PROFESSIONAL CONSULTANT SERVICES AGREEMENT, WITH BKF ENGINEERS, FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE LOW FLOW STORM DRAIN DIVERSION PROJECT**

On September 27, 2024, the City initiated the solicitation process for construction management services related to the Low Flow Storm Drain Diversion Project. The project consists of constructing six (6) precast manhole structures in order to re-direct the urban water from the storm drains to the adjacent public sewer lines during the dry weather season, as well as, the first tenth of an inch of flow from the first storm of the wet-weather season, which can carry pollutants that are harmful to the environment. The sewer systems would then convey the flows to the Tapia Water Reclamation Facility for treatment.

Construction management services are required to support City staff during the construction phase and to help ensure the project is completed in accordance with the contract documents, approved schedule, budget, and all applicable regulatory requirements. Services shall include, but are not limited to, the following:

- Monitor construction schedule and coordinate contract execution.
- Provide public outreach and stakeholder coordination, as needed.
- Ensure compliance with all applicable permits and regulatory requirements.
- Coordinate with utility companies and other affected agencies.
- Review and process contractor progress payment applications.
- Manage contract change orders.
- Provide construction observation, inspection, and materials and soils testing.
- Review contractor traffic control plans and monitor traffic management activities.
- Facilitate regular construction progress meetings and prepare meeting documentation.
- Prepare the final punch list, review record (as-built) drawings, and oversee project closeout.
- Provide claims analysis and assistance, as needed.

On November 4, 2024, the City received proposals from two firms: MNS Engineers, Inc. (MNS), and Willdan Engineering.

A selection committee comprised of City staff reviewed and evaluated each proposal based on the following proposal criteria:

- Completeness and thoroughness of proposal.
- Grasp of the scope and services to be performed.

- Qualifications and experience of key personnel.
- Related experience working with public agencies.
- Approach to performing the work.

Following its evaluation, the selection committee unanimously determined that MNS was the most qualified firm and best suited to provide the requested services. However, due to delays in the approval of the Measure W Safe, Clean Water Program Regional Transfer Agreement (Transfer Agreement), the project could not move forward as planned. During this period, MNS merged with BKF Engineers (BKF) in March 2026. As a result, the recommended consultant is now BKF, as the successor firm to MNS.

Following the County of Los Angeles' recent execution of the Transfer Agreement, staff contacted BKF to confirm that the proposed key personnel remained available for the project. Upon receiving confirmation, staff invited BKF to submit a revised proposal.

BKF previously provided construction management services for the City on the U.S. 101/Palo Comado Interchange Project and the Roadside Drive Bridge Widening Project, delivering both projects with excellent results.

The project is expected to start construction this summer for a total length of four (4) months, with no work during holidays.

FISCAL IMPACT

The proposed agreement contains a not-to-exceed amount of $366,108 which has been accounted for in the Low Flow Diversion Project budget which includes $1,195,134 of Proposition 1 Round 1 Integrated Regional Water Management Funds, $970,503 of Measure W (Regional) Funds, $109,000 of Measure W (Local) Funds, and $970,610 of City Storm Water Capital Project Funds, for a total budget of $3,245,247.

RECOMMENDATION

Staff respectfully recommends the City Council approve the Design Professional Consultant Services Agreement with BKF Engineers for construction management services related to the Low Flow Storm Drain Diversion Project.

Attachments

BKF Engineers Design Professional Consultant Agreement Low Flow Diversion Project.pdf

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

NAME OF CONSULTANT:	BKF Engineers
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Joe Pope, P.E.
CONSULTANT'S ADDRESS:	100 E. Thousand Oaks Blvd., Suite 105 Thousand Oaks, CA 91360
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Kelly Fisher
COMMENCEMENT DATE:	July 8, 2026
TERMINATION DATE:	June 30, 2027
CONSIDERATION:	Contract Price Not to Exceed: $366,108.00

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF AGOURA HILLS AND BKF ENGINEERS

THIS AGREEMENT is made and effective as of July 8, 2026, between the City of Agoura Hills, a municipal corporation ("City") and BKF Engineers ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 8, 2026, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2027, 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 Three Hundred Sixty-Six Thousand, One Hundred Eight Dollars and Zero Cents ($366,108.00) ("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 City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars ($50) in such form as approved by the Director of Finance.

5. <u>SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE</u>

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. <u>DEFAULT OF CONSULTANT</u>

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

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 subconsultants 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 consultants 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 consultants 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 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:

BKF Engineers
100 E. Thousand Oaks Blvd., Suite 105
Thousand Oaks, CA 91360
Attention: Joe Pope, 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 payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

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. All monetary changes to this Agreement require City Council approval.

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 lieu of a handwritten or wet signature from the Consultant, the City may electronically process and execute this Agreement and request that the Consultant sign the Agreement electronically via DocuSign or similar electronic signature software.

23. COUNTERPARTS

This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

____
Jeremy Wolf,
Mayor

ATTEST:

____
Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council ______________

APPROVED AS TO FORM:

____
Candice K. Lee,
City Attorney

CONSULTANT

BKF Engineers
100 E. Thousand Oaks Blvd., Suite 105
Thousand Oaks, CA 91360
Joe Pope, P.E.
805-302-1624
joe.pope@bkf.com

By: Signed by: J C Pope AF741A4DDE414EB...
Name: Joe Pope
Title: Vice President, CM Water

By: DocuSigned by: Jean Chen 4832E567F52E450...
Name: Jean Chen
Title: CAO

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

TABLE 1.1 RISK MANAGEMENT LOG						
ID	Risk Impact	Estimated Occurance Probability	Risk Description	Project Impact	Risk Area	Response Strategy
7	Medium	Damage to adjacent property or landscaping (10%)	Contractor damaging public R/W or landscaping	Restoration conflicts, disagreements and resident/ community complaints	Schedule, Cost, Public Safety	BKF to review the laydown areas; haul routes are inspected; pre-condition video verification and work plan for installation submitted (as applicable); and post-construction verification.
8	Low	Sewer leak during tie-in	Illegal discharge and inability to contain leak	Cost, community, and schedule impacts	Cost and Schedule	BKF to ensure the tie-in plan has been reviewed and accepted; products approved; isolation valves coordinated with agency and emergency contact list available.
8	Low	Street/Lane closure schedule not adhered to. (25%)	Late start and completion of work within road/ alley.	Project delays and cost impacts	Public Confidence, Cost, and Schedule	Pre-activity meetings with the contractor to evaluate the work scope and production and initiate the process for work stop and restore during that allowable work period.

Scope of Work

BKF's scope is broken down based on the requirements of the RFP. The most recent Cities and Projects that have implemented a similar approach include City of Burbank (Campus Stormwater Improvements Project); City of Ventura (Ocean Outfall and Conveyance Pipeline); and City of Goleta Sanitary District (2020 Pipeline Rehabilitation Project).

Our construction management scope of work can be categorized into three separate tasks:

» Phase 1: Pre-Construction

» Phase 2: Construction

» Phase 3: Post-Construction and Project Closeout

PHASE 1 *Pre-Construction Services*

SUBTASK A.1 *Contract Administration*

Upon receipt of the Notice to Proceed from the City, BKF will contact the key individuals involved in the project and establish a clear protocol for the contract administration, lines of communication, and levels of authorization. BKF will coordinate with the City's Project Manager to establish a firm foundation for communication and understanding of the project. BKF will set up cloud-based documentation and filing system consistent with the City's needs. BKF uses Corporate Management Information System (CMIS), a contract administration system, at no added cost to the City. Alternatively, we can implement another system to be provided at cost to the City.

SUBTASK A.2 *Submittal Processing*

At this time, BKF will compile the contract documents (plans, specifications, and permits, etc.) in the repository system and help develop a list of anticipated submittals with milestones required by the contractor and in conjunction with the Baseline Schedule. We will also contact the project stakeholders to establish a working relationship and expectations.

SUBTASK A.3 *Regulatory Permits*

BKF will coordinate with the contractor and stakeholders to ensure all the permits are pulled and pre-construction meetings are set up prior to initiation of on-site works. In addition, BKF will help monitor the construction to ensure all items of work are performed and can help develop a spreadsheet for tracking deliverables. In addition, BKF will help review and recommend approval of the contractor's WPCP for the City prior to the start of any earth-disturbing activities.

SUBTASK A.4 *Pre-Construction Conference*

BKF will organize and conduct a virtual pre-construction conference meeting. All appropriate parties will be invited including the contractor, City staff, and any other involved entities at the City's discretion. At the pre-construction conference, we will discuss the hierarchy of both the City and the contractor as well as establish the protocol to be used throughout the project. The meeting will highlight the contractor's responsibility toward such items as safety, staging, emergency response, site access, labor compliance, certifications of materials, submittals, schedule updates, permit and utility agreements, order of work, weekly meetings, pay requests, public notices, and quality control. BKF will distribute meeting minutes to all parties in attendance.

SUBTASK A.5 *Pre-Construction Site Documentation*

The BKF Inspection Team will carry out the pre-construction of the project and surroundings to ensure the existing conditions are captured. BKF will take pre-construction site photos to document the existing condition of the project limits and any haul routes prior to construction. Our team will also document construction throughout the life of the project. All photos will be logged and filed in the project files. BKF will have all vehicles and communication devices on hand and on demand through the project lifecycle. All photos/videos will be logged and filed in the project files.

PHASE 2 *Construction*

SUBTASK B.1 *Coordination of Contract Execution*

BKF will implement the project administration system, and our system keeps organized files and tracks correspondence, submittals, requests for information (RFIs), contract change orders (CCOs), progress payments, and documenting materials testing results. Our system is web-based, allowing the City access to the files at all times. BKF acknowledges no site trailer will be available, and the inspection staff have the setup in place to work from the project site and the RE will be active on the project to help ensure smooth project delivery.

SUBTASK B.2 *Communication*

The RE will oversee project communication and coordination with the City, Design Engineer, contractor, public outreach consultant, funding staff, inspection team and materials technicians throughout the construction phase. The virtual pre-construction conference and virtual weekly progress meetings will help the construction team to stay abreast of project issues and progress. The RE will act as the project liaison for the City and will keep the City informed of any disputes or unknown conditions that arise during the work with Public Outreach Program; Kanan Group; and Utility Shutdown works.

SUBTASK B.3 *Scheduling*

The RE will review and approve the contractor's baseline schedule at the start of the project. The contractor will be required to submit monthly schedule updates, which will also be reviewed by the RE. The contractor will be required to correct any discrepancies prior to approval. Should the contractor start to fall behind schedule, BKF will discuss with the contractor and request a recovery schedule to show how the contractor plans to get back on-schedule. The RE will require and review the three-week look-ahead schedule from the contractor on a weekly basis. The contractor will be issued Weekly Statement of Working Days (WSWDs) to document the progress of the work and the number of working days expended. BKF prefers to use Prima Vera (P6) as part of the schedule control.

SUBTASK B.4 *Progress Pay Estimate*

BKF will prepare accurate and complete quantity calculations (Q-sheets) for each contract item and each progress pay estimate, as needed. The pay requests will be broken out by the Project Items. The Construction Inspector will track any extra work and supplemental work costs to be compared against the authorized change order amounts. We will review the contractor's monthly Request for Payment and recommend approval to the City.

The project's document control system should track and monitor the actual project construction costs. The tracking of contract item payments and quantities is incorporated to verify the contractor's monthly pay requests. Contract change order payments, extra work, and item overruns and underruns will also be tracked. The project contingency balance will be verified as part of the monthly progress pay estimate review and submittal. BKF will proactively identify any areas not appearing to coincide with the expected item quantities listed in the specification. The RE will work closely with the City's Project Manager and the contractor to resolve all change orders and/or disputes.

SUBTASK B.5 *Submittal Management*

BKF will perform a timely review of submittals and RFIs. The Resident Engineer will monitor the log to verify responses are submitted in a timely manner. Initial submittals to be reviewed and approved as the first order of work include:

- Project baseline schedule and SOW
- Environmental
- Traffic control plan
- Potholing plan
- Permit approvals
- Priority material submittals
- Notification documentation

SUBTASK B.6 *Change Order Management*

Prior to beginning any contract work, BKF will coordinate with the City to define the CCO process. All CCOs must define the project scope of work and limits and comply with the project documents. Our construction management team will be proactive in identifying actual and potential problems and work towards a timely and cost-effective solution. The RE will:

- Determine the validity and justification for all CCOs and provide recommendations to City
- Perform an independent schedule impact and cost estimate
- Negotiate change orders with the contractor
- Prepare CCOs and process through the City
- Track all CCOs against project contingency balance

The Resident Engineer will work closely with the City Project Manager and contractor to resolve all change orders and/or disputes. That said, if a dispute has been filed, BKF will work diligently to thoroughly understand the nature and extent of the dispute and resolve it as quickly as possible. We will act on and process any Notice of Potential Claims (NOPCs) submitted by the contractor in a timely manner and in accordance with the contract documents and the City's procedures. All Change Orders will be tracked closely as part of the Progress Meeting.

SUBTASK B.7 *Construction Observation/ Inspection*

The RE will implement inspection guidelines and hold points for monitoring the quality of the contractor's work. The Construction Inspector will be on-site daily to inspect and ensure the work is performed safely and in accordance with the contract documents. The Inspector's responsibilities will also include:

Quality Assurance. Inspect all work to ensure it meets the requirements and quality of work outlined in the contract documents. Any deficient work will be rejected.

Daily Inspection Diaries/Documentation. Provide an accurate description of the labor and equipment, description of work, and quantities. The inspector will collect labor compliance reviews, material verifications, and maintain as-builts. The Inspector will take any detailed site notes and ensure all works are installed per the contract requirements such as installations, utility tie ins, and roadway construction tasks, including, but not limited to: detours, construction staging, utility coordination, traffic access, pedestrian access, drainage, clearing and grubbing, lead handling, NPDES requirements, freeway closures, lane closures, base and surfacing, pavement delineation, signing, traffic signals, lighting, landscaping and erosion control.

Coordination. Coordinate with the City, residents, businesses, utilities, ties ins, contractor and materials testing firm. The Designated City Representatives will be immediately informed for any hold point work or issues tied to work execution e.g. acceptance testing, connections or conflicts encountered etc. Pre-Activity meetings will be established prior to critical work execution.

BMP Compliance. The Inspector will conduct BMP inspection independent of the contractor's inspections to ensure compliance with the permits and approved WPCP.

Traffic Control. Review all traffic control for compliance per WATCH and for performance in a safe manner.

ADA/Temporary Pedestrian Access. Verify the contractor provides temporary pedestrian access per ADA compliance for curb ramps and sidewalks.

Photo Record Maintenance. Document pre-construction conditions and regularly photograph construction activity/progress.

Verification of Material. Verify delivered items conform to the project specifications and approved submittals.

Acceptance/Performance Testing. Coordinate acceptance and performance testing in conformance with the contract documents. NCR will be issued if work is non-compliant.

Materials Testing. Coordinate with the BKF Management Team and NV5, as needed.

Punch List. Prepare a punch list and inspect for completion of punch list work items. Perform final walk-through with the City Project Manager and the contractor.

SUBTASK B.8 *QA/Materials Testing*

BKF has engaged the services of a highly skilled consultant (NV5) to support BKF with all materials and specialty inspection needs throughout the Project. All communication will be directed through the field staff and reports logged in the Document Management System or project files. BKF will coordinate with our materials testing subconsultant to ensure all required testing is documented and performed in accordance with the City's Quality Assurance Plan (QAP). Sampling and testing activities will be conducted in accordance with the contract documents and approved procedures. Only certified technicians will perform the work.

SUBTASK B.9 *Traffic and Signal*

BKF field staff will help ensure all traffic control, stage construction and detour plans are approved prior to execution on site. BKF will help review the traffic control plans with the Design Engineer during the execution phase of the project and work with any stakeholders for traffic control coordination on site.

SUBTASK B.10 *Safety*

The contractor has sole responsibility for compliance with safety requirements on the construction contract, but the construction management team will advise the contractor of observed deficiencies. The contractor's approved Safety Plan, and Cal/OSHA Safety Orders will guide our inspectors in monitoring the contractor's work.

SUBTASK B.11 *Jobsite Progress Meetings*

Progress meetings will be an important tool for the construction team to stay abreast of project issues and progress. The weekly virtual Teams Meeting will discuss current and future work items, as well as any potential issues. The contractor's look-ahead schedule as well as the status of the overall project schedule and budget will be discussed, along with the review of the submittal, RFI, and CCO logs. BKF will prepare meeting minutes, which will be distributed. BKF will also set up placeholder meetings for additional coordination efforts with other stakeholders (Special Meetings). BKF can prepare a Monthly Summary Report every month to provide updated project status (if required), including the summary narrative, updated schedule report, summary cost report, and project report.

SUBTASK B.12 *Survey (excluded)*

BKF acknowledged this request and will coordinate with the Contractor on all survey work. BKF does all have a Survey Team that can be made available as an additional service for survey related works.

PHASE 3 *Project Closeout*

SUBTASK C.1 *Final Inspection and Punchlist*

BKF will develop a punch list for the work performed, notify the contractor, and re-inspect the completed work. A final walk-through of the project will be scheduled with the City, contractor, and any other party the City may wish to attend. BKF will evaluate the contractor's completion of work and make a final acceptance recommendation to the City.

SUBTASK C.2 *As-Built Drawings*

BKF will maintain a field set of as-built drawings to ensure the record drawings are complete. We will utilize our field set of as-built drawings for use to ensure the contractor's copy is complete. Upon completion, the final set of record drawings will be reviewed by the RE and the Design Engineer.

SUBTASK C.3 *Operation and Maintenance Manuals and Schedule*

The contractor's team of subcontractors, as well as equipment vendors, will provide startup assistance and training for City Staff, as needed. As part of the project handover phase tasks, the contractor will provide the O&M Manuals to the City. BKF will review these O&M Manuals for the entire project to ensure they meet the contractual obligations. In addition, BKF will ensure the contractor has provided actual spare parts called for in the contract or a list suggesting the need for critical spare parts and normal spare parts. Training will be cross-referenced with the specification requirements and scheduled with the City Team, as applicable.

SUBTASK C.4 *Project Closeout*

BKF will evaluate the contractor's completion of work and make a final acceptance recommendation to the City. The proposed final estimate will be prepared and submitted to the contractor for review and acceptance. BKF will submit the Notice of Completion, project files, and the Final Reports. BKF will maintain an up-to-date set of as-built plans, quantities, CCO costs, and general record keeping throughout the project's construction to expedite and ensure accuracy of final documents and reports.

SUBTASK C.5 *Claims Assistance*

BKF acknowledges that this is an optional service to the Project, if claims disputes cannot be resolved. BKF has a specialty team that can support this task.

SUBTASK C.6 *Public Outreach*

MBI will support the City with project updates and support the Ribbon Cutting Ceremony after project completion.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Construction Management and Inspection Services
Low Flow Storm Drain Diversion Project
City of Agoura Hills

Project Schedule													
		2026								2027			
Tasks		May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1. Pre-Construction Phase													
2. Construction Phase													
3. Post-Construction Phase													

Role	Staff	2026 May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	2027 Jan	Feb	Mar	Apr	TOTAL HOURS	HOURLY RATE 2026	HOURLY RATE 2027	TOTAL COST
Task 1: Pre-Construction Phase																	
Senior Project Manager	Ken Berkman			8										8	$365.00	$379.60	$ 2,920
Construction Manager	Jason Mate			24										24	$285.00	$296.40	$ 6,840
Senior Inspector	Alex Chapman			24										24	$220.00	$228.80	$ 5,280
Office Engineer	Laurie Jones			8										8	$165.00	$171.60	$ 1,320
	SUBTOTAL													**64**			**$ 16,360**
Task 2: Construction Phase																	
Senior Project Manager	Ken Berkman				8	8	8	8	8	8				48	$365.00	$379.60	$ 17,637
Construction Manager	Jason Mate				40	40	40	40	40	40				240	$285.00	$296.40	$ 68,856
Senior Inspector	Alex Chapman				80	168	168	168	168	80				832	$220.00	$228.80	$ 183,744
Office Engineer	Laurie Jones				10	10	10	10	10	10				60	$165.00	$171.60	$ 9,966
	SUBTOTAL	**0**	**0**	**0**	**138**	**226**	**226**	**226**	**226**	**138**	**0**	**0**	**0**	**1,180**			**$ 280,203**
Task 3: Post-Construction Phase																	
Senior Project Manager	Ken Berkman										8			8	$365.00	$379.60	$ 3,037
Construction Manager	Jason Mate										40			40	$285.00	$296.40	$ 11,856
Senior Inspector	Alex Chapman										40			40	$220.00	$228.80	$ 9,152
Office Engineer	Laurie Jones										16			16	$165.00	$171.60	$ 2,746
	SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**104**			**104**			**$ 26,790**
TOTAL HOURS		**0**	**0**	**0**	**138**	**226**	**226**	**226**	**226**	**138**	**104**	**0**	**0**	**1,348**			**$ 323,353**

Direct Expenses		TOTAL COST
Field/ODCs		$ 1,000
DIRECT EXPENSES SUB-TOTAL		**$ 1,000**

Subconsultants		TOTAL COST
Materials Testing	NV5	$ 41,755
SUBCONSULTANTS SUB-TOTAL		**$ 41,755**

CONSTRUCTION MANAGEMENT TOTAL	**$ 366,108**

Notes:

1. Construction Management (CM) Notice to Proceed (NTP) and contract award are assumed to occur in early July 2026.
2. Contractor NTP is assumed in mid-July 2026, with mobilization in mid-August 2026, substantial completion in mid-January 2027, and a one-month closeout period through to mid-February 2027
3. Staffing estimates are based on an average of 168 hours per month, for one inspector only, assuming 8-hour workdays with no overtime.
4. Labor rates include a 4% annual escalation beginning January 1, 2027.
5. Inspector hourly rates are subject to adjustment based on future California DIR Prevailing Wage rate increases.
6. Night work, if required, will be billed at the applicable prevailing wage night differential rate, currently estimated at $7.00 per hour.
7. Progress meetings are assumed to occur bi-weekly throughout construction.
8. A 15% markup has been applied to all subconsultant costs.
9. CMIS Software (Document Management System) included at no additional cost.

N|V|5

6/16/2024-revised

BKF
201 N. Calle Cesar Chavez suite 300
Santa Barbara, Ca. 93103

ATTENTION: Jason Mate email: jason.mate@bkf.com

SUBJECT: **Proposal for Construction Materials Testing City of Agoura Hills Low Flow Storm Drain Diversion Project, Agoura Hills, CA.**

NV5 is pleased to submit this proposal for the referenced project. It is our understanding that the project will consist of six (6) diversion structures and tie in locations from the Los Angeles County storm drains to the LVMWD sewer. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate		Rate		Units		Total
Task 1 - Construction Materials Testing						
In-Place Density Testing-						
Sr. Soils Technician II- (15 site Visits)	$	156.00	hr	120	$	18,720.00
Nuclear Gauge	$	56.00	day	15	$	840.00
Vehicle-Field Truck	$	78.50	day	15	$	1,177.50
Mileage/Trip Charge	$	60.00	day	15	$	900.00
Portland Cement Concrete (PCC) Sampling						
ACI Technician II-(3 site visits)	$	156.00	hr	12	$	1,872.00
Vehicle-Field Truck	$	78.50	day	3	$	235.50
Mileage/Trip Charge	$	60.00	day	3	$	180.00
Laboratory Testing						
4" ASTM D1557 Modified Proctor	$	290.00	ea	8	$	2,320.00
6" ASTM D1557 Modified Proctor	$	424.00	ea	4	$	1,696.00
Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166	$	334.00	ea	10	$	3,340.00
Sieve Analysis	$	180.00	ea	1	$	180.00
Sand Equivalent	$	155.00	ea	1	$	155.00
Concrete Compression 4x8 Cylinder	$	37.00	ea	30	$	1,110.00
Concrete Compression 4x8 Cylinder Pick Up	$	116.00	hr	8	$	928.00
Task 2 - Project Coordination, Submittal Review, Meeting Attendance and Report Prep						
Principal Engineer/Geologist/Consultant	$	270.00	hr	1	$	270.00
Construction Services Manager/Sr. Engineer	$	242.00	hr	15	$	3,630.00
Prevailing Wage Admin.	$	45.00	wk	10	$	450.00
			Time & Materials Fee Estimate:		**$**	**38,004.00**

Assumptions:

1 Field time will be billed on a portal to portal basis from our Ventura office. Travel time for this project is estimated at 35 minutes each way.

2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Charges will be billed on a time-and-materials basis in accordance with the rates presented in our fee estimate. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with our current 2024 NV5 Fee Schedule.

3 Our services will be provided on an on-call basis at the direction of BKN. Since NV5 does not control the contractor's schedule, cost estimates given prior to the beginning of construction are made in good faith based on our experience with similar projects. Our estimates may not coincide with the actual construction duration or contractors productivity, nor reflect the final scope of our work. BKN staff will have control over the frequency of our site visits and testing, and ultimately the fee for our services.

4 Inspection and testing callouts will be 4 or 8 hour minimum daily charges.

5 Prevailing Wage requirements are applicable to this Project

NV5, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5, Inc.

Scott Moors, CEG 1901
Vice President

Ed Sullivan
Construction Services Manager

Attachment: 2026 Fee Schedule

NV5

NV5, Inc.

1868 Palma Drive, Suite A, Ventura, CA 93003 | 805.656.6074 | www.NV5.com

2026 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL TERMS & CONDITIONS

1. Testing Samples - An hourly preparation charge will be added to all samples submitted that are not ready for testing.

2. Turn-Around-Time - Standard TAT indicated in superscript. See notes regarding TAT at bottom of page 3.

RUSH: 50% surcharge. Sample prioritized over other samples in que.

PRIORITY: 100% surcharge: Completed as fast as possible per method.

3. Project Setup – A $250 fee applies for setup and administration of On-Call agreements and contracts less than $3,500.

4. Scheduling - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA/OSHPD projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge. Cancelation after field personnel have been dispatched will be charged a 4-hour minimum charge.

5. Minimum Charges – A minimum charge of 4 hours applies to inspection/testing call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours. Overtime charges will be rounded to the nearest half hour.

6. Overtime Rates - Rates are based on an 8-hr workday between 7:00 a.m. and 4:00 p.m., Monday-Friday. Work outside of these hours or in excess of 8 hr/day or 40 hr/wk will be charged at 1.5 times the listed rates. Work over 12 hours in 1 day or work on Sundays or holidays will be charged at 2.0 times quoted rates. Special Shift work is charged a 1.5 times normal rate unless a full week work (5 days) is scheduled.

7. Holidays - New Year Day, Memorial Day, Independence Day, Labor Day, Veteran Day, Thanksgiving Day & the following Friday, and Christmas Day. For holidays falling on Sat. or Sun., the closest regular workday will be observed.

8. Travel – Hourly travel is charged portal-to-portal for technicians. Travel charges may be waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.

9. Per Diem – Per diem will be charged at 1.1 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.

10. Project Management & Report Distribution - All assignments are under the supervision of a Professional Engineer. PE time of 0.1 hour per inspection or ½-hour/week (min) will be invoiced for scheduling, management, & report review.

11. Expenses / Drillers-CPT / Subcontractors - Cost plus 15%.

12. Prevailing Wage – Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify NV5 of wage requirements.

13. Sample Disposition – All samples will be disposed upon completion of testing. Samples suspected of contamination will be held pending disposition by Client. Samples may be archived for a specified period for an agreed monthly fee – typically $5/mo per ring/tube sample, $10/mo AC box, $15/mo bulk.

14. Certified Payroll – A $45 per week, per project processing fee for Certified Payroll is assessed on Prevailing Wage Projects.

15. Escalation – Listed rates are subject to annual escalation in accordance with NV5 Ventura's published annual Fee Schedule. Updated Fee Schedules will be published annually and become effective January 1.

16. Project Labor Agreements: A project administration and Union expense surcharge fee of $35/hr is accessed on projects under a PLA.

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to NV5's lab)

A. Professional Staff

		Standard
1	Principal Engineer/Geologist/Consultant	$ 270
2	Senior Engineer/Geologist/Consultant (PE, CEG)	$ 246
3	Project Engineer/Geologist/Consultant	$ 214
4	Sr. Staff Engineer/Geologist/Consultant	$ 191
5	Staff Engineer/Geologist/Consultant	$ 174
6	Construction Services Manager	$ 242
7	Project Manager	$ 218

B. Technical Staff

		Prevailing Wage	Standard
1	ICC Special Inspector I / Soil-Asphalt-ACI Technician I	$ 152	$ 116
2	ICC Special Inspector II / Soil-Asphalt-ACI Technician II	$ 156	$ 128
3	ICC Special Inspector III/Soil-Asphalt-ACI Technician III	$ 163	$ 139
4	AWS Certified Welding Inspector I	$ 156	$ 121
5	AWS Certified Welding Inspector II	$ 163	$ 134
6	Roofing/Waterproofing Inspector I	$ 152	$ 121
7	Roofing/Waterproofing Inspector II	$ 163	$ 134
8	NDT Technician I (UT/Mag Part./Dye Pen.)	$ 154	$ 120
9	NDT Technician II (UT/Mag Part./Dye Pen.)	$ 159	$ 134
10	Field Supervisor	$ 172	$ 150

C. Public Works/DSA/OSPHD Inspection

		Prevailing Wage	Standard
1	Project Inspector I / OSHPD IOR C, DSA PI III	$ 154	$ 139
2	Project Inspector II / OSHPD IOR B, DSA PI II	$ 171	$ 157
3	Project Inspector III/ OSHPD IOR A, DSA PI I	$ 193	$ 176
4	DSA Masonry / Shotcrete Inspection I	$ 159	$ 129
5	DSA Masonry / Shotcrete Inspection II	$ 169	$ 148
6	Special Inspection Verified Report (SIVR/VR, each)		$ 376
7	Laboratory / Geotech. Verified Rpt (DSA 291/293 – Test only, each)		$ 625
8	Combined Lab Verified Report (DSA 291 – Tests & Inspections, each)		$ 810
9	DSA 5 SI (Inspector Qualifications, each)		$ 110
10	DSA 109 Transfer of Geotechnical Responsibility		$ 2,020

D. Support Staff & Special Services

		Standard
1	Laboratory Technician	$ 162
2	Certified Payroll Admin.(per project, per week)	$ 61.50
3	Court Appearance and Depositions (hourly, 4 hr min)	$ 590
4	Clerical / Dispatch	$ 92.00

E Pickup/Delivery, Field Vehicle, Sample Storage & Mileage

		Standard
1	Sample Pickup/Delivery (hourly, plus mileage)	$ 98.50
2	Saturday Sample Pickup/Delivery (hourly, 4 hr minimum, plus mileage)	$ 148
3	Mileage – (per mile, $35/day min. charge)	$ 0.80
4	Mileage – Coring Truck (per mile)	$ 1.00
5	Vehicle – Field Truck 2WD (per day)	$ 78.50
6	Vehicle – Field Truck 4WD (per day)	$ 98.50
7	Sample Storage - Bulk Bag, HMA Box, AC Binder (after testing complete) per mo.	$ 11.22
8	Sample Storage - Geotech Tube (after testing complete) per month	$ 2.24

F Prevailing Wage / Labor Agreement Administration

		Standard
1	Prevailing Wage - Certified Payroll Reporting, per week	$ 50.50
2	Project Labor Agreement - Hourly Surcharge	$ 39.25

H Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)

		Prevailing Wage	Standard
1	Machine, truck & 1 operator (accessible flatwork only)	$ 284	$ 252
2	Machine, truck & operator & helper	$ 414	$ 376
3	Coring Bit Charge (per inch)		$ 4.21

Standard Laboratory Turn-Around-Times:

(where applicable TAT indicated in superscript following the test method):

A – 3 working days; B – 5 working days; C – 7 working days; D – 10 working days; E – >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to availability and precedence. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications – hourly charges apply for weekend or holiday work.

NV5

2026 NV5 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

II. LAB TESTS: AGGREGATE, SOIL, & STONE

A. Soils - Geotechnical

		Fee
1	Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 [B]	$ 260
2	Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 [E]	$ 454
3	Consolidation Time-Rate Curves, each [E]	$ 113
4	Collapse – ASTM D4546 [B]	$ 224
5	additional Load Increment (Consol./Collapse) – per pt.	$ 87.00
6	Direct Shear, remolded sample – ASTM D3080 [D]	$ 394
7	Direct Shear, undisturbed (ring) sample – ASTM D3080 [D]	$ 334
8	Direct Shear, Repeated Residual – ASTM D3080 [E]	$ 920
9	Expansion Index – ASTM D4829 [B]	$ 288
10	Moisture & Dry Density (ring samples)– ASTM D2937 [C]	$ 31.40
11	Organic Content by Oven Burn-off – ASTM D2974 [B]	$ 302
12	pH (soil) – ASTM D4972 [C]	$ 51.05
13	Resistivity – ASTM G57 (1pt lab test) [C]	$ 88.00
14	Resistivity (Minimum) – CTM 643 [C]	$ 212
15	Soil Classification – ASTM D2488 – Visual-Manual [A]	$ 60.50
16	Soluble Chloride / Soluble Chloride - each (soils) [C]	$ 108
17	Unconfined compression on prepared specimens [C]	$ 187

B. Particle Size Analysis

(listed fees are for standard ASTM C33 sieve stack, special sieves by quote)

		Fee
1	Sand Equivalent – ASTM D2419, CTM 217 (per tube) [A]	$ 155
2	Sieve #200 wash only – ASTM D1140, CTM 202 [A]	$ 129
3	Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) [A]	$ 141
4	Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) [A]	$ 180
5	Hydrometer w/ Fine Sieve – ASTM D422, CTM 203 [B]	$ 288
6	Hydrometer w/ Fine & Coarse Sieve – ASTM D422, CTM 203 [B]	$ 328

C. Moisture Density Relationship

		Fee
1	Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 [A]	$ 290
2	Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 [A]	$ 356
3	Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 [A]	$ 424
4	Maximum Density Checkpoint (4 in. mold) [A]	$ 128
5	Caltrans Relative Compaction (Wet Density) – CTM 216 [A]	$ 374

D. Aggregate, Soil & Rock

		Fee
1	Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 [B]	$ 276
2	Absorption, sand or gravel – ASTM C127, C128 [B]	$ 140
3	California Bearing Ratio (CBR) with expansion – ASTM D1883 [C]	$ 920
4	Clay lumps and friable particles, per primary size–ASTM C142 [C]	$ 147
5	Cleanness Test – ASTM D4740, CTM 227 [A] (<1.5" max size)	$ 167
6	Cleanness Test – ASTM D4740, CTM 227 [A] (1.5"-2.5" size)	$ 392
7	Crushed particles, per primary size [C]	$ 212
8	Durability Index ($120 per size fraction) – CTM 229 [A]	$ 276
9	Flat & Elongated Particles (per bin size) – ASTM D4791 [C]	$ 240
10	Lightweight pieces, per size fraction – ASTM C123 [C]	$ 514
11	Moisture determination (aggregate samples) [A]	$ 44.30
12	Mortar making properties of Sand ASTM C87 [D]	$ 496
13	Organic Impurities – ASTM C40, CTM 213 [B]	$ 123
14	Petrographic Analysis of Gravel – ASTM C295 (single grading) [E]	$ 640
15	Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) [E]	$ 1,090
16	Potential Reactivity Test – ASTM C289 Chemical Method [D]	$ 640
17	Potential Reactivity – ASTM C227 Mortar Bar Method (3 month) [E]	$ 1,005
	Extended Aggr Reactivity Test -Each additional month	$ 151
18	Potential Reactivity Test – ASTM C1260 Rapid Method [E]	$ 800
19	Potential Reactivity – ASTM C1293 Mortar Bar w/ Pozz (12 m) [E]	$ 2,050
	Extend to 24-months add (C1293 requires Sp.Grav. & Unit Wgt)	$ 1,030
20	Potential Reactivity Test – ASTM C1567 Rapid-Cement Combo [E]	$ 970
21	'R' Value – ASTM D2844, CT 301 (Treated material by quote) [C]	$ 406
22	Specific gravity w/ absorption - coarse – ASTM C127, CTM 206) [B]	$ 142
23	Specific gravity w/ absorption - fine – ASTM C128, CTM 207) [B]	$ 167
24	Sulfate Soundness, 5 cycle test per primary size – ASTM C88 [D]	$ 466
25	Thermal Resistivity of Soil (including 1 proctor curve) [D]	$ 1,320
26	Uncompacted Void Content of Fine Aggregate – AASHTO T304 [B]	$ 224
27	Unit weight – ASTM C29 [B]	$ 93.00

E. Lime Treatment / Soil Cement / CTB Tests

		Fee
1	Lime Treatment: pH by Eades & Grim – ASTM D6276 [B]	$ 462
2	Lime Treatment: Fabrication & Compaction (3) – ASTM D3551 [B]	$ 565
3	Lime Treatment: Compressive Strength (ea) – ASTM D5102 [B]	$ 141
4	Soil Cement – Moist.-Dens. - ASTM D558 – Lab Mixed [B]	$ 525
5	Soil Cement – Moist.-Dens. - ASTM D558 – Field Mixed [C]	$ 392
6	Soil Cement – Wet-Dry Durability – ASTM D559 [E]	$ 1,255
7	Soil Cement – Freeze-Thaw Durability – ASTM D560 [E]	$ 1,470
8	Soil Cement – Mix, Compact & Cure, each – ASTM D1632 [A]	$ 167
9	Soil Cement – Compressive Strength - each – ASTM D1633 [A]	$ 154
10	Cement Treated Base (CTB), compact & cure (3 samples) [E]	$ 565
11	Cement Treated Base – Compression (ea)	$ 140
12	Cement Treated Base – Stability (3)	$ 675

F. Rip Rap / Rock Slope Protection / Dimensional Stone

		Fee
1	Abrasion Resistance (LA Rattler) - ASTM C535 [C]	$ 354
2	Absorption / Apparent Specific Gravity – ASTM C127, CTM 206 [D]	$ 167
3	Durability – CTM 229 [D]	$ 354
4	Percentage Wear – ASTM C131 [D]	$ 300
5	Compressive Strength – ASTM C170 [D]	$ 180
6	Water Absorption & Density – ASTM C97 (3 required) [D]	$ 113
7	Modulus of Rupture – ASTM C99 [D]	$ 194
8	Flexural Strength – ASTM C880 [D]	$ 220
9	Sulfate Soundness, 5 cycle test per primary size – ASTM D5240 [D]	$ 4,170
10	addition Soundness samples (>5 specimens)	$ 795
11	Sample Preparation *(cutting/crushing/processing-1 hr min)* /hr	$ 264

III. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A. Cement

		Fee
1	Grab sample (CCR Title 24) includes 1 year storage	$ 96.50
2	Compression Test – High Strength Grout 2" cube – ASTM C109 [A]	$ 79.50

B. Concrete

		Fee
1	Compression test: Concrete 4x8 cylinder – ASTM C39	$ 37.00
2	Compression test: Concrete 6x12 cylinder – ASTM C39	$ 43.50
3	Compression test: Concrete/Shotcrete Core – ASTM C42 [C]	$ 98.50
4	Concrete cylinder mold (w/ lid - spare)	$ 16.00
5	Concrete cylinder p/up: 4x8 (>25mi. radius of Lab add hrly p/up rate)	$ 21.00
6	Concrete cylinder p/up: 6x12 (>25mi. radius of Lab add hrly p/up rate)	$ 30.00
7	Concrete Mix Design Review (excludes testing & revisions) [A]	$ 354
8	Concrete mix proportion revision	$ 246
9	Concrete Trial Batch (includes 6 compression tests)	*Per Quote*
10	Coring of Shotcrete/Gunite panel in laboratory, each core	$ 87.00
11	Density of Lightweight Struct. Concrete (ASTM C567 -Equil) [C]	$ 278
12	Drying shrinkage – ASTM C157 (set of 3, 5 ages) [E]	$ 730
13	End preparation of cores, diamond sawing, per cut	$ 29.00
16	Flexural beam pickup (>25mi. radius of Lab add hrly p/up rate)	$ 61.50
17	Flexural strength, 6"x6" beam – ASTM C78 & C293 [A]	$ 112
18	Lab Trial Batch, not including specimen tests - ASTM C192	*Per Quote*
19	Lightweight insulating concrete – unit weight (oven dry)	$ 142
20	Lightweight. insulating concrete compress, 4 req. – ASTM C495	$ 113
21	Modulus of elasticity, 4"x8" cylinder – ASTM C469 [D]	$ 364
22	Non-Shrink (Dry-Pack) Grout Compression – 2"x2"x2"	$ 72.50
23	Petrographic Analysis - Hardened Concrete – ASTM C856 (per core) [E]	$ 1,390
24	Poisson's Ratio on 6"x12" cylinders – ASTM C469 [D]	
25	Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	$ 109
26	Splitting Tensile – ASTM C496 [D]	$ 268
27	Thermal Resistivity – Concrete - FTB [D]	$ 1,330

C. **Masonry**	Fee
1 Absorption - Brick, 5 required – ASTM C67 D	$ 103
2 Absorption - Concrete Masonry Unit, 3 required – ASTM C140 D	$ 79.50
3 Compression - Concrete Masonry Unit, 3 required – ASTM C140 D *(requires absorption & unit wt. tests for net area)*	$ 121
4 Compression - Masonry Core C	$ 75.00
5 Compression - Masonry Prisms 8"x 8" – ASTM C1314 D	$ 236
6 Compression test, Masonry Grout 3x6" specimens - ASTM C1019	$ 54.50
7 Compression test, mortar specimens - ASTM C109	$ 54.50
8 Compression, brick, 5 required – ASTM C67 D	$ 67.00
9 Diamond sawing of masonry coupons	$ 67.50
10 Dimensions – masonry unit, 3 required D	$ 72.50
11 Linear shrinkage, masonry unit, set of 3 – ASTM C426 E	$ 660
12 Masonry Unit Acceptance Tests – ASTM C140 D (set of 3) *(includes absorption, compression, dimensions, unit weight)*	$ 860
13 Mortar Aggregate Ratio – ASTM C780 (A4)B	$ 478
14 Modulus of rupture, brick, 5 required – ASTM C67 D	$ 159
15 Moisture content - masonry unit (as received),3 req'd– ASTM C140 D	$ 69.00
16 Relative Mortar Strength - CTM 515 D	$ 615
17 Sample Pickup – Grout, Mortar (per specimen)	$ 43.200
18 Sample Pickup – Masonry Prism (per specimen)	$ 112
19 Shear test on masonry core – CBC 2105A.4 B	$ 158
20 Tensile test on masonry block	$ 615
21 Unit weight, Masonry Unit, 3 required – ASTM C140 D	$ 82.50
22 Veneer Shear Test – ASTM C482 D (5 required)	$ 276
23 Visual Examination & Photo-Document Core – CBC 2105A.4 B	$ 69.00

IV. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A. **General Testing**	Fee
1 Fireproofing Density (Oven Dried) - ASTM E605 B	$ 151
2 Processing mill certification (each size & heat)	$ 44.90
3 Torque Wrench Calibration (25-250 ft-lb)	$ 163
4 Rockwell or Brinell Hardness, average of three readings	$ 49.35
5 Zinc coating, each item (includes Haz Mat Fee) C	$ 288

B. **Reinforcing Steel**	Fee
1 Deformations, reinforcing steel C	$ 80.00
2 Pre-stress, strand or wire, tensile & elongation D	*Per Quote*
3 Proof test on post-tension assembly	*Per Quote*
4 Bend Test (rebar) #3 - #6 C	$ 87.50
5 Bend Test (rebar) #7 - #9 C	$ 162
6 Bend Test (rebar) #10 - #11 D	$ 280
7 Bend Test (rebar) #14 - #18 D	$ 448
8 Tensile test (rebar), #3 - #6 C	$ 87.50
9 Tensile test (rebar) #7 - #9 C	$ 162
10 Tensile test (rebar) #10 - #11 D	$ 280
11 Tensile test (rebar) #14 - #18 D	$ 448
12 Tensile test (rebar) #14, #18 D	$ 426
13 Rebar Mechanical Coupler (Tension) Test (up to #11 bar) D	$ 296

C. **High Strength Bolts**	Fee
1 High-Strength Bolt Assembly ea. (Bolt, Nut, & Washer) D (<7/8")	$ 432
2 High-Strength Bolt Assembly ea. (Bolt, Nut & Washer) D (7/8"-1.125")	$ 510
3 High-Strength Bolt Assembly ea. (Bolt, Nut & Washer) D (>1.125")	$ 565
5 Bolt – Wedge Tensile D - ASTM F606 (<7/8")	$ 84.00
6 Bolt – Wedge Tensile D - ASTM F606 (7/8" - 1.125")	$ 112
7 Bolt – Wedge Tensile D - ASTM F606 (> 1.125")	$ 140
8 Bolt – Proof Load/Elongation D - ASTM F606 (<7/8")	$ 90.00
9 Bolt – Proof Load/Elongation D - ASTM F606 (7/8" - 1.125")	$ 123
10 Bolt – Proof Load/Elongation D - ASTM F606 (>1.125")	$ 146
11 Nut - Proof Load D - (<7/8")	$ 73.00
12 Nut - Proof Load D - (7/8" - 1.125")	$ 90.00
13 Nut - Proof Load D - (>1.125")	$ 107
14 Hardness (ASTM E18) D	$ 84.00

D. **Structural Steel**	Fee
1 Cutting & machining charges	*cost plus 15%*
2 Bend test, structural, all sizes	$ 103
3 Tensile test, ≤ ¾" cross-section (cutting & machining extra)*	$ 116
4 Tensile test, > ¾" cross-section (cutting & machining extra)*	$ 180

V. LAB TESTS: ASPHALT & ASPHALTIC CONCRETE

A. **Asphalt Emulsion & Slurry Seal**	Fee
1 Consistency Test – ASTM D3910 A	$ 129
2 Extraction Test – D6307, CT 382 A	$ 334
3 Water Content - per SSPWC §302-4.9.1 A	$ 193
4 Wet Track Abrasion – ASTM D3910 (prep. not included) A	$ 216

B. **Asphaltic Concrete, Aggregate And Mixes**	Fee
1 Air Voids – ASTM D3203, T269 (does not include max.)	$ 356
2 Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166 A Coring of asphaltic concrete – See Section E Diamond Coring	$ 334
3 Extraction - Ignition Oven Method – D6307, T308, CT 382 A	$ 236
4 Extraction - Solvent Method – D2172, T164 B	$ 436
5 Film Stripping – CTM 302 C	$ 224
6 Gyratory Compaction, 6" specimen, Lab Mix* – AASHTO T312 B	$ 484
7 Gyratory Compaction, 6" specimen, Plant Mix* – AASHTO T312 B	$ 418
8 Gyratory Compaction- ARHM, 6" specimen, Plant Mix* – T312 B	$ 830
9 Hamburg Wheel Track – AASHTO T324 B	$ 2,010
10 Ignition Oven Correction Factor – CTM 382 B	$ 880
11 Marshall – Preparation & Compaction A	$ 282
12 Marshall - Stability and flow (core) – ASTM D6927 A	$ 176
13 Marshall - Stability and flow (bulk) – ASTM D6927 B	$ 442
14 Marshall - Specific Gravity – ASTM D2926 A	$ 310
15 Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 A	$ 270
16 Moisture content – ASTM D-1461 A	$ 153
17 Recovery of Extracted Asphalt (extraction only) - ASTM D5404 D	$ 338
18 Recovery of rubber from ARHM extraction D	$ 424
19 Specific gravity of core – ASTM D2726 A	$ 79.50
20 HVEEM Stabilometer test on premixed sample – CTM 366 A	$ 252
21 Stabilometer test and mising of sample B	$ 540
22 Surface Abrasion – CTM 360 C	$ 705
23 Resistance to Moisture Induced Damage – T-283 D	$ 2,495
24 Resistance to Moisture Induced Damage – CT 371 D	$ 3,575
25 Voids in Mineral Aggregate (VMA) - MS-2B	$ 135

VI. MATERIALS AND EQUIPMENT

A. Equipment

		Fee
1	Air Meter (Concrete).per day	$ 72.50
2	Asphalt Patch (cold patch / cutback) – per bag	$ 52.00
3	Calibrated Hydraulic Ram (Pull test) - per day	$ 128
4	Ceiling Wire Dead-Weight Equip. - per day	$ 218
5	Coating Thickness Gauge - per day	$ 151
6	Concrete Slab Moisture Emission Kit / RH Probe (ea.)	$ 115
7	Cure Box - Insulatated (per box, per deployment)	$ 196
8	Cure Box - Temperature Controled (per month)	$ 560
9	Floor Flatness Dipstick (plus labor – 4hr min) - per day	$ 770
10	Double Ring Infiltrometer - per day	$ 330
11	Durometer Gauge (Shore A/D) - per day	$ 78.50
12	Dynamic Cone Penetrometer (Wildcat w/ 35 lb hammer) - per day	$ 670
13	Generator (Portable) - per day	$ 126
14	Ground Penetrating Radar (GPR) – (plus labor–4 hr min) /day	$ 530
15	Half-Cell Corrosion Potential Equipment - per day	$ 488
16	Hardness Gauge (Brinell, Rockwell) - per day	$ 164
17	Non-Shrink High-Strength Grout (per bag)	$ 67.00
18	Nuclear Density Gauge - per day	$ 56.00
19	Pachometer (Rebar) Survey Equipment - per day	$ 134
20	Peristaltic Groundwater Sampling Pump - per day	$ 290
21	Sand Cone Density Equipment) - per day	$ 56.00
22	Scaffold – Portable - per day	$ 151
23	Schmidt Hammer - per day	$ 101
24	Seismic Refraction Survey, 24-Channel Seismodule - per day	$ 2,525
25	Skidmore Wilhelm - per day	$ 284
26	Slope Inclinometer Probe & Data Collector - per day	$ 400
27	Soil Resistivity Survey (4-pin) - per day	$ 476
28	Torque Wrench (Large, >100 ft-lb), per day	$ 115
29	Torque Wrench (Small), per day	$ 36.45
30	Ultrasonic / Mag. Particle Equipment & Consumables.per day	$ 103

ADDITIONAL TESTS: *NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.*

Standard Laboratory Turn-Around-Times:

(where applicable TAT indicated in superscript following the test method):

^{A} – 3 working days; ^{B} – 5 working days; ^{C} – 7 working days; ^{D} – 10 working days; ^{E} – >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to availability and precedence. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications – hourly charges apply for weekend or holiday work.