



PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	MNS Engineers, Inc.
City Department in charge of Contract:	Public Works
Contact Person for City Department:	Tatiana Holden, P.E., Senior Civil Engineer
Period of Performance for Contract:	June 25, 2021 – June 30, 2022
Not to Exceed Amount of Contract:	\$765,181.00
Scope of Work for Contract:	Mulholland Highway Improvements Design (PS&E)

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Workers Comprehensive insurance required in this contract?

If yes, please provide coverage amounts:

Other:

Proper documentation is required and must be attached.

PROFESSIONAL SERVICES AGREEMENT
(MNS Engineers, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and **MNS Engineers, Inc.** a **California Corporation** (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Engineering and Design Services - preparation of plans, specification and estimates (PS&E) for the Mulholland Highway Improvements Project.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3 At the time of execution of this contract, the City is operating under a Local State of Emergency, as declared by the City Manager due to the COVID-19 pandemic on March 16, 2020 and ratified by the City Council later on March 16, 2020. The City is entering into this contract at this time, in the manner entered into, only to continue existing services, consistent with the City’s existing budget, vendor selection processes, and Council policy directions, subject to an absolute cap of \$60,000 for all services provided under this contract.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s **April 8, 2021** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s **May 13, 2021** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

Initials: (City) _____ (Contractor) _____

3.3 “Commencement Date”: June 25, 2021.

3.4 “Expiration Date”: June 30, 2022.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of *Seven Hundred Sixty Five Thousand One Hundred Eighty One* Dollars (\$765,181.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the generally accepted professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall at all times, exercise standards of care to comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Michael Ip, P.E., QSD** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

6. COMPENSATION

Initials: (City) _____ (Contractor) _____

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by

Initials: (City) _____ (Contractor) _____

Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, employees and volunteers should, to the fullest extent permitted by law, including the provisions of Civil Code 2782.8, as made effective January 1, 2018, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, or subcontractors in the performance of this Agreement but only on a percentage basis of fault determined by a court of competent jurisdiction. . Such costs and expenses shall include reasonable attorneys' fees.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of

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Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, limited contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage

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that meets all of the requirements of this Agreement.

- 11.3 The policy or policies required by this Agreement shall be issued by an insurer licensed in the State of California and with a rating of at least A-:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

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- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

Initials: (City) _____ (Contractor) _____

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **Tatiana Holden**
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

MNS Engineers, Inc.
4580 E. Thousand Oaks Blvd.,
Suite 101
Westlake Village, CA 91362
Attn: **Michael Ip**
Telephone: (805) 719-9807
Facsimile: (805) 648-4840

With courtesy copy to:

Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

Initials: (City) _____ (Contractor) _____

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

Initials: (City) _____ (Contractor) _____

Initials: (City) _____ (Contractor) _____

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
MNS Engineers, Inc.

By: _____
James R. Bozajian, Mayor

By: _____
Shawn Kowalewsky, P.E., Vice President

Date: _____

Date: _____

By: _____
Kindor Meik, City Manager

By: _____
Michael Ip, P.E., QSD, Project Manager

Date: _____

Date: _____

By: _____
Robert Yalda, P.E., T.E.
Public Works Director/City Engineer

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

Scope of Work

TASK 1 Plans, Specifications, and Estimates (PS&Es)

MNS’s design will be based on the procedures, guidelines, standards, and the code contained in the current editions of the publications listed below:

- City of Calabasas Design Standards and Specifications/ Municipal Codes
- Standard Plans (LA County, Standard Plans for Public Works Construction and American Association of State Highway and Transportation Officials (AASHTO))
- California Manual of Uniform Traffic Control Devices (Caltrans)
- The “Greenbook”, Standard Specifications for Public Works Construction (American Public Works Association)
- LACDPW Road Design Information (Chapter 44)
- A Policy on Geometric Design of Streets and Highways, and Roadside Design (AASHTO)
- Caltrans Highway Design Manual

A Data Collection and Site Visit

MNS will obtain and review available reports, maps, data, infrastructure improvement plans, and any applicable previous studies that have been conducted in the vicinity of the project site.

B Survey and Mapping

MNS will perform field surveying and mapping in support of the roadway improvements identified in the Request for Proposal (RFP). Project control will be recovered from the aerial survey shown on the provided feasibility study plans performed by Michael Baker. New control will be established for future surveying tasks and construction staking. The survey mapping will include supplemental topography over the Phase 1 area and applicable areas over Phases 2 and 3. Supplemental surveying will include roadway cross sections at 50 foot intervals in applicable areas, intersections, slope elevations for retaining wall design, hardscape, drainage structures, driveway approaches, applicable trees (6 inches in diameter and above), and observable utilities pertaining to the new design features. MNS will prepare topographic base maps in AutoCAD at a scale of 1” = 20’ with 1 foot contour intervals.

- *Assumptions: Survey control and aerial survey over the project limits has already been prepared and will be provided by the City.*

MNS will retrace the applicable right-of-way (ROW) and adjacent property boundaries where proposed ROW impacts and

temporary construction easements (TCEs) are identified on the feasibility study plans. This retracement will be based upon field monumentation and record map information.

Legal descriptions and plats for temporary construction and permanent easements will be prepared in support of the acquisition services.

- *Assumption: This scope of work does not include the cost of acquiring title reports. This scope of work only includes retracement of centerlines and right of way over applicable impact areas. It includes the legal/plat for three temporary and one permanent easement (four total).*

C Geotechnical Study

MNS team member, Oakridge Geoscience, Inc. (OGI) will characterize the earth materials in the proposed improvement areas and provide geotechnical input for the proposed new traffic signal, retaining walls, erosion control, and pavement section. Based on our initial data review and site reconnaissance, the soil and rock materials exposed along project alignment consist of alluvial soil and bedrock of the Monterey, Topanga, and Conejo volcanics formations. We propose to explore and sample the Phase 1 locations using a drill rig and the Phase 2 locations using a combination of drill holes and backhoe test pits to obtain samples for laboratory shear strength testing for wall design depending on utility constraints.

Data Review and Project Coordination

We will review readily available published geologic and geotechnical data from online sources and data provided to by the City of Calabasas for nearby sites. The City may have useful existing geotechnical data used to understand the on-site soil and groundwater conditions. We also will review pertinent references from the California Geologic Survey (CGS) and State Water Resources Control Board Geotracker Database.

Prior to initiation of the field program, we will perform a site reconnaissance to locate and mark the exploration locations for utility coordination with Underground Service Alert (USA). OGI will not be responsible for mis- or unlocated utilities.

We will apply for an encroachment permit from the City, if required. We have assumed the encroachment permit will be a no-fee permit and no other permits or rights-of-entry will be required.

Field Exploration

Phase 1. Based on review of published geologic mapping and preliminary geologic report, the Phase 1 wall locations soil support is anticipated to consist of alluvial deposits. We propose



to advance a hollow-stem-auger drill hole to a depth of about 20 feet at the traffic signal and Phase 1 wall locations. If a drill hole cannot be advanced near the site due to utility conflicts, we will utilize a backhoe test pit to a depth of about five feet to explore the subsurface conditions. We anticipate that all explorations will be advanced in soil along the shoulders of the existing road in each of the Phase 1 explorations locations. We have assumed the City will provide a no-fee encroachment permit access for the explorations at no cost to OGI.

Driven and bulk samples will be collected at selected intervals within the explorations for evaluation and testing of the subgrade soils. Our field geologist will log the recovered samples in general accordance with ASTM D2488 for visual soil classification. Depending on the type of explorations advanced, the backhoe test pits will be filled with the excavated materials and either wheel-rolled or bucket tamped, and the drill holes will be backfilled with the excavated cuttings mixed with cement to make soil-cement. Excess cuttings will be spread in earthen areas on-site.

Phase 2. Phase 2 explorations would likely consist of shallow rock core holes to obtain samples of the rock materials for laboratory shear strength testing. If rock core holes cannot be advanced, an alternative approach such as shallow core holes advanced with concrete coring equipment may be utilized to obtain samples of the rock for shear strength testing.

Laboratory Testing

Laboratory tests will be performed on selected samples recovered in the field exploration. Actual tests will be based on the results of the field programs, however, we anticipate the geotechnical laboratory testing program could consist of moisture/density evaluations, classification tests (grain size, fines content, and plasticity), strength, corrosion (pH, resistivity, chlorides, and sulfates), and rock compressive strength.

Geotechnical Evaluation and Reporting

We will summarize the subsurface soil and groundwater conditions encountered at the exploration locations based on the work performed. We have assumed a base map of the project site will be provided to us prior to initiation of field exploration.

Factual data, including test pit, drill hole logs, and geotechnical laboratory data will be presented in a written report that will summarize:

- Summary of soil and groundwater conditions encountered
- Shallow foundation design parameters and lateral loading for retaining walls founded on alluvial soils
- Rock strength parameters for soil nail/rock bolt design
- Estimated settlement at wall locations

- Anticipated excavation conditions
- Earthwork and grading recommendations
- Seismic design parameters per 2019 CBC
- Pavement structural section

One electronic copy (PDF) of the geotechnical report will be provided via email.

Assumptions

- *The proposed scope of services does not include any environmental assessments or evaluations for the presence or absence of mold and/or hazardous/toxic materials in the soil, surface water, groundwater, or atmosphere.*
- *All necessary permits or rights-of-entry will be provided at no cost to OGI.*
- *OGI will not be responsible for damage to underground utilities that are not marked or are improperly marked.*
- *No tree or brush removal to create access for the exploration equipment is included in the estimated fee.*
- *The City will provide a no-fee encroachment permit at no cost to OGI.*

D Utility Research/Coordination

MNS will perform utility coordination necessary to determine and identify locations of utilities and facilities as well as future utility locations. MNS will prepare and send an official first notice regarding the proposed project to the utility providers within the project limits. We will use DigAlert to provide a listing of providers and contacts for notification. The notice will include a description of the project and a request for record information related to utilities within the vicinity of the project. The notification will also include a request for procedural information related to coordination for construction (i.e. notification requirements, responsible party for utility adjustments both cost and physical work, etc.). We will compare utility records with our site survey and field visits.

Upon completion of the design plans, MNS will prepare a second notice for review of the proposed improvements and a request for relocation plans as necessary. A utility coordination spreadsheet will be prepared that will list and track the utility coordination efforts.

E 30% Plans

Based on feasibility study, topographic mapping, field survey, geotechnical studies, and design parameters, MNS team will prepare 30% plans (geometric approval drawings), including typical sections, construction centerline, existing right-of-



way, extent and limits of the roadway improvements, drainage facilities, retaining structures, erosion control, barriers, guardrail, and existing utilities. The anticipated sheets are:

- Title Sheet
- Typical Sections (two sheets)
- Street Improvement Plan and Profile—Phase 1 at 1"=40' H and 1"=8' V scale (four sheets)
- Street Plan—Phases 2 and 3 at 1"=40' scale (11 sheets)
- Striping Plan at 1"=40' scale (seven sheets)

MNS will prepare the engineer's opinion of probable construction cost for the proposed improvements based the proposed improvements in the feasibility study.

F Value Analysis

The project will design and construct Phase I improvements of MH, between Old Topanga Canyon Road (East) and Old Topanga Canyon Road (West), including a new traffic signal at the intersection of MH and Old Topanga Canyon Road (West).

MNS will work with the City staff to analyze deficiencies and problems of the project area between Old Topanga Canyon Road (West) and the southern City limit, prioritize project needs for consequent project phases II and III, and develop the associated costs of the proposed improvements. Higher priority improvements will be constructed in Phase II.

As part of this analysis, we will look in alternative retaining systems—namely Tecco netting or shotcrete facing to slope with soil nail/rockbolt which may be more cost effective and have less constructability concerns than reinforced concrete walls on piles. We also will continue to refine the roadway alignment to minimize impacts to oak trees, utilities, and property owners.

G 60% Plans and Estimate

Based on discussions with City staff regarding the improvement priorities, we will prepare the three phases of operational and safety improvements for the corridor. We will divide the plan set into Phase 1 and Phases 2 and 3.

We will update the 30% plan sheets and prepare the following sheets:

Phase 1. From Old Topanga Canyon Road (East) to Old Topanga Canyon Road (West)

- General Notes, Abbreviations, Legends
- Demolition and Utility Disposition Plan at 1"=20' scale (two sheets)

- Grading Plan at 1"=20' scale (two sheets)
- Drainage Plan and Profile at 1"=20' scale (one sheet)
- Signing and Striping Plan at 1"=40' scale (two sheets)
- Traffic Signal Plan at 1"=20' scale (one sheet)
- Soil Nail Retaining Wall No. 7 Plan at 1"=10' scale (one sheet)
- Convention Retaining Walls No. 6 and 8 Plan at 1"=10' scale (two sheets)
- Wall Section (two sheets)
- Wall Details (one sheet)

Phases 2 and 3. From Old Topanga Canyon Road West to Southerly City Limit

- Demolition and Utility Disposition Plan (double stacked) at 1"=20' scale (11 sheets)
- Grading Plan at 1"=20' scale (11 sheets)
- Drainage Plan and Profile at 1"=20' scale (five sheets)
- Signing and Striping Plan (double stacked) at 1"=40' scale (six sheets)
- Soil Nail Retaining Walls No.1 and 2 Plan at 1"=10' scale (three sheet)
- Convention Retaining Wall No. 4 Plan at 1"=10' scale (two sheets)
- Wall Details (two sheets)
- Wall Section (three sheets)
- Erosion Control Plan at 1" = 20' scale (six sheets)

As discussed in the feasibility study, there are two and ten drainage cross culverts to be extended, modified or replaced in Phase 1 and Phases 2 and 3 respectively. Based on our research of Los Angeles County Department of Public Works' (LACDPW) Storm Drain GIS website, LACDPW does not own or maintain any of the drainage facilities along Mulholland Highway. We assume there will be no LACDPW involvement related to storm drain on this project.

Per the retaining walls identified in the feasibility study, we assume the proposed retaining walls No. 1, 2, and 7 will be shotcrete facing to slope with soil nail/rockbolt. Retaining walls No. 4, 6, and 8 will be conventional stem walls of caisson walls. Retaining wall plans will include associated structure plans, elevations, cross sections and design details.

For the six erosion control areas identified, we will propose Tecco netting, Geobrug type debris fence at toe of slope, or shotcrete facing to slope with soil nail/rockbolt. Permanent erosion control improvements are only proposed in these areas and not the whole corridor.



A project grading plan is not anticipated as the project is a roadway shoulder widening project. Grading is expected to be shown in the retaining wall and erosion control plans where there will be slope disturbances.

We will provide preliminary construction cost estimates. We will work closely with the project construction budget to keep the project within the budget goals.

H 90% Plans, Specifications, and Estimates (PS&Es)

Based on the City's 60% comments, we will prepare a complete draft PS&E package. We will update the 60% plans and prepare the following plan sheets:

Phase 1. From Old Topanga Canyon Road (East) to Old Topanga Canyon Road (West)

- Construction Details—Curb Ramps and Miscellaneous (two sheets)
- Construction Details—Driveways (one sheet)
- Drainage Details (one sheet)

Phases 2 and 3. From Old Topanga Canyon Road West to Southerly City Limit

- Construction Details—Driveways and Intersections (six sheet)
- Construction Details—Miscellaneous (two sheets)
- Drainage Details (three sheets)
- Erosion Control Details (three sheets)

Temporary traffic control plans are assumed to be prepared by the contractor.

We will prepare the construction specifications consistent with City format.

We will prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents. Submittal of the engineer's construction cost estimate will be in a spreadsheet format. The estimate will be in the form of a completed bid sheet or schedule, showing quantities, unit prices, and totals for all items of work. The basis for any recommended lump sum bid items will be provided.

I Calculations

MNS will prepare a preliminary hydrology and hydraulic study following LACDPW Hydrology and Low Impact Development (LID) Manual for the proposed drainage improvements as part of the 60% submittal and the final study as part of the 90% submittal. However, we assume there will be no LACDPW

involvement related to the storm drain improvements on this project.

Retaining structure calculations will be provided as part of 60% and 90% design submittal.

J Stormwater Pollution Prevention Plan (SWPPP)

MNS will prepare a SWPPP for use during construction of the project. The SWPPP will comply with MS4 permit and General Construction permit requirements appropriate for the project. The SWPPP will include Temporary Water Pollution Control Plans at 1"=40' scale. The City will upload the SWPPP into the SMARTS.

K Final (100%) PS&Es

Upon the receipt of the City's 90% review comments, we will prepare the Final Bid Documents and Construction Specifications in accordance with City standards and best engineering practices including contract requirements (general provisions, technical specifications, bid instructions, and bid sheets) and permits as appendices.

All original sheets shall be stamped by a State of California Registered Civil Engineer. Sheet size shall be 24" x 36". We provide a digital file of the specification package in Microsoft Word format for Windows and AutoCAD files for all plan sheets.

TASK 2 Permitting and Environmental Documentation

MNS team member, Padre Associates, Inc. (Padre) will perform the permitting and environmental documentation for this project.

The following tasks are typically required for obtaining regulatory permits for culvert replacement or other work in streams and comprise our scope of work. These permits include a Nationwide Permit Verification from the Corps, Section 401 Water Quality Certification from the RWQCB and Streambed Alteration Agreement from CDFW.

This scope of work should be considered preliminary and will require modification based on the actual instream work planned.

- Preparation of a project description focusing on planned instream work.
- Preparation of a biological resources study to determine potential impacts to special-status species.
- Cultural resources record search for submittal with the US Army Corps of Engineers (USACE) permit application.
- Preparation of an aquatic resource delineation report for submittal with the USACE permit application.



- Preparation of a conceptual mitigation plan for submittal with permit applications.
- Completion of permit applications.
- Negotiation with regulatory agencies (in coordination with the City) to obtain regulatory permits.

TASK 3 Meetings and Workshops

- MNS will conduct an internal kick-off meeting with City staff.
- We will attend and support the City for two Community/Local Chamber of Commerce meetings/events after the completion of 30% design and 60% design.
- We will attend and provide support for City staff for one Commission meeting.
- We will attend and provide support for City Staff for one City Council meeting.

TASK 4 Construction Bid Documents

MNS will provide the following construction bid documents to the City:

- One full-size set of final plans (24" x 36") as original drawing plans to the City, with each page stamped and signed by a State of California Registered Civil Engineer.
- Two unbound copies of half-size (11" x 17") final plans of the final construction documents (100% construction).
- Two unbound copies of project construction specifications that address all final review comments.
- Provide one set of compact discs (CDs) or DVDs containing electronic copies of final construction plans and specifications, both in AutoCAD and Microsoft Word and in PDF format. All non-PDF files shall be interactive files, not "read only." A copy of the final Engineer's Opinion of Cost spreadsheet will be on these discs in electronic format.
- One hard copy of the final Engineer's Opinion of Cost, stamped and signed by a State of California Registered Civil Engineer.

TASK 5 Construction Bidding Procedure

MNS will support the City during the bid phase. We will perform the following:

- Attend the mandatory pre-bid meeting with the selected construction contractor.
- Bidding procedures shall be the responsibility of the City, but any necessary corrective action shall be in the form of an addendum prepared by the Consultant.
- Draft responses to bidders' inquiries as requested by the Director of Public Works.

- Provide City with a hard copy and electronic (Microsoft Word) of the Draft Bidder Inquiry Responses.

TASK 6 Construction Support Phase

MNS will provide design support services during the construction phase.

- Construction oversight of the project phases shall be the responsibility of the City. Coordinate and correspond by phone and e-mail with City construction management staff on a regular basis.
- During the construction phase, work closely with City within the budget allotted to assist and advise the City in order to minimize construction conflicts and to expedite project completion.
- Attend the pre-construction meeting and up to 10 construction meetings.
- Review up to 25 submittals and shop drawings.
- Respond up to 25 contractor's requests for information (RFIs).
- Review proposed change orders and draft change order language as requested by the City.
- Provide periodic field review of improvements during construction.
- Interact with material testing consultant.
- Prepare an As-Built record drawing set based on red-line mark ups. Review record of changes occurring during the construction phase and verify red-lined plans reflect changes that occurred during construction.

TASK 7 Optional Tasks

Project Schedule/Meetings

This task was not specifically identified in the RFP. We could provide a project schedule in Microsoft Project, update periodically, and make adjustments if needed to ensure the project stays on track.

We could hold monthly project meetings to keep the primary stakeholders apprised of the project status and issues (up to 10).

Aerial Topographic Mapping

Michael Baker's feasibility study included concept plans with an aerial mapping of the corridor. If topographic mapping is not available from previous aerial mapping work, MNS can work with Central Coast Aerial Mapping to prepare a topographic mapping to be used for the final design.



Soil Infiltration Testing

OGI will perform two days of field work on the west side in the proximity of Old Topanga Canyon Road (West and East). The first day is to set up and presoak the area followed by the test the following day. We assume we can advance shallow locations by hand without mobilizing more equipment. If deeper tests are needed, we would need to coordinate with drilling for other areas and perform at same time. We assume areas are off roadway and no traffic control or other extra costs are required.

Oak Tree Survey

Padre will perform an oak tree survey under the direction of a certified arborist along the entire project alignment to facilitate oak tree avoidance during development of the engineering design and support oak tree permitting as applicable. The oak tree survey would be conducted consistent with the City's Oak Tree Preservation and Protection Guidelines. All oak trees with trunks located within the affected MH right-of-way at least two inches in diameter at breast height would be surveyed (trunk and canopy measurements), evaluated for health and aesthetics, tagged, and mapped.

Initial Study Checklist (Environmental)

Although the City has determined a categorical exemption is the appropriate environmental document to comply with the California Environmental Quality Act (CEQA), Padre proposes to prepare an Initial Study checklist to document the City's review for exemption (Section 15061 of the State CEQA Guidelines) and verify none of the exceptions apply (see Section 15300.2 of the State CEQA Guidelines). Exceptions that may prevent the use of categorical exemption may be a probable significant effect on the environment such as tree removal along a scenic corridor.

Project Presentation Exhibits and Graphics

MNS can prepare Microsoft PowerPoint presentations, exhibits, and 3D renderings in support of the Community, Commission and City Council meetings. We can prepare large boards for the Community meetings.

Permanent Stormwater Treatment Facilities

MNS can prepare permanent stormwater treatment plans and details for this project. Locations would be between Old Topanga Canyon Roads (West and East) as this area is the low point on MH. In addition, we could design treatment area/facility upstream existing catch basins or overside drains within the corridor when feasible.



EXHIBIT B
APPROVED FEE SCHEDULE

